City of Palo Alto
City Council Staff Report

Report Type: Consent Calendar  Meeting Date: 7/25/2011

Council Priority: Land Use and Transportation Planning

Summary Title: Contract for Design Services for California Avenue

Title: Approval of a Contract with RBF Consulting in a Total Amount Not To Exceed $350,000 for Design Services for the California Avenue Transit Hub Corridor Project

From: City Manager

Lead Department: Planning and Community Environment

Recommendation

Staff recommends that Council approve and authorize the City Manager to execute a contract with RBF Consulting (Attachment A) in the total amount not to exceed $350,000 for design services for the California Avenue Transit Hub Corridor Enhancement project.

Executive Summary

The proposed California Avenue Transit Hub Corridor Improvements project provides for streetscape improvements along California Avenue between El Camino Real and the California Avenue Caltrain Station, including place-making identity markers, traffic calming treatments, streetscape elements, parking enhancements, improvements to the Park Blvd. Park Plaza, and a reduction from four lanes to two lanes of travel.

This design contract will include an extensive community outreach process intended to engage the local residential and business communities to help determine design details of the project. The design will include the development of a business enhancement plan to help retain access and minimize physical and financial impacts to businesses during the construction phase. This design process will also solicit input from the Architectural Review Board, Planning & Transportation Commission, Parks & Recreation Commission, and the City Council.

Construction of the project is expected to begin in the summer 2012.

Background

In October 2010, the City submitted an application to the Valley Transportation Authority (VTA) for Community Design for Transportation (CDT) Program funding for the California Avenue Transit Hub Corridor Enhancement Project. The City Council authorized the filing of the grant
request on December 6, 2010 with the VTA approving the grant application for project funding in the amount of $1,175,200 on December 9, 2010.

Discussion
The California Avenue Transit Hub Corridor Improvements project includes the implementation of new community identity markers, bicycle-parking and community focused improvements at the California Avenue - Caltrain Plaza, transit-stop focused improvements, a 4 to 2 lane traffic lane reduction and other traffic calming improvements, raised table crosswalks, enhanced roadway delineations, increased vehicle and bicycle parking, high visibility pedestrian-activated flashing beacons, and bulb-out improvements that could also function as outdoor dining areas. The work will involve civil, landscape, and streetscape design features, and optional street lighting improvements.

The goals of the project are to: a) transform California Avenue between El Camino Real and California Avenue Caltrain Station into a community corridor with transit, bicycle and pedestrian focused transportation treatments; b) renovate the California Avenue Caltrain Plaza into a vibrant hub for bicycle-commuters and visitors; and c) provide best-practice pedestrian-scaled improvements throughout the corridor to spur on-going economic development activity and growth.

Summary of Solicitation Process

<table>
<thead>
<tr>
<th>Proposal Description/Number</th>
<th>Design services for the California Avenue Transit Hub Corridor Enhancement project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Length of Project Design</td>
<td>1 year</td>
</tr>
<tr>
<td>Number of Proposals Mailed</td>
<td>8</td>
</tr>
<tr>
<td>Total Days to Respond to Proposal</td>
<td>28</td>
</tr>
<tr>
<td>Pre-proposal Meeting Date</td>
<td>April 19, 2011</td>
</tr>
<tr>
<td>Number of Company Attendees at Pre-proposal Meeting</td>
<td>17</td>
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<tr>
<td>Number of Proposals Received:</td>
<td>5</td>
</tr>
<tr>
<td>Company Name</td>
<td>Location (City, State)</td>
</tr>
<tr>
<td>RBF Consulting</td>
<td>Walnut Creek, CA</td>
</tr>
<tr>
<td>Bellecci &amp; Associates</td>
<td>Pleasanton, CA</td>
</tr>
<tr>
<td>BKF</td>
<td>San Jose, CA</td>
</tr>
<tr>
<td>Kier &amp; Wright</td>
<td>Santa Clara, CA</td>
</tr>
<tr>
<td>AECom</td>
<td>San Jose, CA</td>
</tr>
</tbody>
</table>

The proposals were judged by the following criteria:

- Quality and effectiveness of proposed solutions,
- Qualifications and experience of the staff assigned to the project,
- Proposal quality and completeness,
• Response time and ability to perform the work,
• Fee

The City released a Request for Proposals (RFP) for the design of the California Avenue – Transit Hub Corridor project on April 4, 2011. A mandatory pre-bidders conference was held on April 19th to help provide background regarding the project, encourage interaction between potential project partners, and to gauge interest from the consultant community for the project. Five proposals were received in response to the RFP. An evaluation committee consisting of Public Works and Planning and Community Environment staff reviewed the proposals and recommended the short-listing of three consultant teams based on proposal content and criteria identified in the RFP.

The three firms were invited to participate in oral interviews held on June 2, 2011. The interview committee consisted of staff from Transportation, Public Works and a representative from the Palo Alto Bicycle Advisory Committee (PABAC). The team of RBF Consulting and Gates + Associates was selected as the preferred consultant for the project because they demonstrated superior knowledge of Design and Streetscape projects, illustrated innovative ideas, and had a strong background in public outreach skills.

Public Outreach
The design phase will involve multiple community meetings as well as public hearings with the Architectural Review Board, Planning & Transportation Commission, Parks & Recreation Commission, and ultimately the City Council. During the design phase, which is estimated to take approximately 12 months, specifics will be considered for the types and locations of the various amenities (benches, markers, signs, tables, artwork, bicycle racks, newsracks, trash receptacles, etc.) to be placed along the street, as well as the final configuration of the roadway including options for sidewalk widening, parking design, bulb-outs, and crosswalk enhancements. Details for the design of the plaza near the train station will also be reviewed including coordination with the public artist selected for the new fountain at the plaza.

The design phase will also include an extensive community outreach process intended to engage the local residential and business communities to help finalize design details. The design will include the development of a business enhancement plan to help retain access and minimize physical and financial impacts to businesses during the construction phase. Staff is also working with Citizen 360 (an information sharing resource) to disseminate information from the public and receive input to the design. Some of the issues identified thus far by the Citizen 360 network include a) whether a bike sharing station will be incorporated, b) the use of an architectural model to depict the project and options, and c) evaluating awnings over the sidewalks for improved pedestrian comfort. Staff expects that the consultant will consider all of these issues in the design.

Timeline
Immediately upon execution of a contract, the RBF Consultant Team will begin a field survey of the project corridor and develop options to widen portions of the sidewalks along California
Avenue, as requested by the City Council at its February 14, 2011 meeting. The widening alternatives will include renderings and cost scenarios to help solicit Council input, tentatively scheduled for September. The design phase will be completed in early 2012, and construction is estimated to begin in the summer of 2012 and to be complete by the end of the year.

**Resource Impact**

Funding for the design work is included in the Capital Improvement Program project PL-11002. On February 14, 2011 (ID# 1320), Council approved the Capital Improvements Program (CIP) to fund the design phase and local match of the construction phase for the project in the amount of $550,000. The construction phase of the project, currently estimated at $1,725,000, was funded as part of the 2011—12 CIP program on June 13, 2011. A pending grant in the amount of $1,175,000 from the Santa Clara Valley Transportation Authority (VTA) - Community Design & Transportation (CDT) Capital program is anticipated to provide reimbursement during the construction phase.

**Policy Implications**

The City’s Comprehensive Plan recommends that the City enhance the California Avenue streetscape by upgrading the visual quality of the street to attract additional business and visitors to the area. Consistent with those Comprehensive Plan goals, the proposed streetscape and place-making improvements along California Avenue should ensure continued vitality of the California Avenue Business District. The Comprehensive Plan also encourages a mix of residential and non-residential uses at a scale of development that is comfortable for pedestrian use. The Plan encourages improving the appearance of the street while preserving its "home town" character. Also, Program L-18 specifically calls for street improvements that could make a substantial contribution to the character of Commercial Centers, including narrowing travel lanes.

**Environmental Review**

A preliminary Initial Study and the Negative Declaration - CEQA checklist for the project was completed for the main conceptual components of the project and approved by Council on February 14, 2011. The study showed no significant environmental impacts from the 4-lane to 2-lane reduction. The Initial Study and CEQA checklist can be found online at [www.cityofpaloalto.org/calave](http://www.cityofpaloalto.org/calave). During the detailed design phase, which will take approximately 12 months, landscape and streetscape design details will be developed well as the final configuration of the roadway. Upon completion of the design phase, CEQA will be reevaluated based on the final details of the recommended improvements identified through the community outreach and design process. A separate National Environmental Policy Act (NEPA) environmental review process will be conducted by the State of California – Department of Transportation (Caltrans) as a requirement of the grant-funding for the project.

**Attachments:**

- Attachment A: Contract with RBF Consulting for California Ave. Design Services (PDF)
CITY OF PALO ALTO CONTRACT NO. S11140691

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 25th day of July, 2011, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and RBF CONSULTING, a corporation, located at 500 Ygnacio Valley Road, Walnut Creek, CA 94612 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to transform California Avenue between El Camino Real and California Avenue Caltrain Station into a community corridor with transit, bicycle and pedestrian focused transportation treatments; renovate the California Avenue Caltrain Plaza into a vibrant hub for bicycle-commuters and visitors; and provide best-practice pedestrian-scaled improvements throughout the corridor to spur on-going economic development activity and growth ("Project") and desires to engage a consultant to provide engineering and design services in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, 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 6/30/2012 unless terminated earlier pursuant to Section 19 of this Agreement.

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

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed two hundred and eighty-five thousand eight hundred and twenty-eight Dollars ($285,828). In the event Optional Services $36,100 as outlined in Exhibit A or use of Additional Services in the amount of $28,072 are authorized, the total compensation for these services and reimbursable expenses shall not exceed $64,172 dollars. Therefore, value of this agreement shall Not-To-Exceed $350,000 dollars. The applicable rates and schedule of payment are set out in Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

Optional Services or 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 Optional Services or Additional Services without the prior written authorization of CITY. Optional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project as delineated in Exhibit A under Optional Services 1-4. Additional Services Funds will be used at the discretion of the Project Manager to complete unforeseen work.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified 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 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.

No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Kandee Bahmani as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and 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 Shahla Yazdy, Planning Department, Traffic Division, City of Palo Alto, CA 94303, Telephone: 650.617.3151. 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”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

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

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

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.
SECTION 18. INSURANCE.

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

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

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, 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 discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.
19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
          City of Palo Alto
          Post Office Box 10250
          Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: 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.

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

- All printed materials provided by Consultant to City generated from a personal
  computer and printer including but not limited to, proposals, quotes, invoices,
  reports, and public education materials, shall be double-sided and printed on a
  minimum of 30% or greater post-consumer content paper, unless otherwise approved
  by the City’s Project Manager. Any submitted materials printed by a professional
  printing company shall be a minimum of 30% or greater post-consumer material and
  printed with vegetable based inks.
- Goods purchased by Consultant on behalf of the City shall be purchased in
  accordance with the City’s Environmental Purchasing Policy including but not
  limited to Extended Producer Responsibility requirements for products and
  packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the Consultant, at no additional
  cost to the City, for reuse or recycling. Consultant shall provide documentation from
  the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of
Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a)
at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year,
or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the
fiscal year and funds for this Agreement are no longer available. This section shall take precedence
in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.
25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

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

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

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

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

25.8. If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

25.9. All unchecked boxes do not apply to this agreement.

25.10. 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.
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

CONSULTANT

RBF CONSULTING

By: ________________________

Name: Garrett Grite

Title: Senior Vice President

Attachments:

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

Design Services of the
California Avenue-Transit Hub Corridor
Enhancement project
PL- 11002

1. GENERAL INFORMATION

The Planning and Community Environment Department is seeking a Consultant to provide engineering and design services for the California Avenue-Transit Hub Corridor Enhancement project between El Camino Real and the California Avenue Caltrain Station. The project includes the implementation of new community identity markers; bicycle-parking and community focused improvements at the California Ave - Caltrain Plaza; transit-stop focused improvements; traffic calming improvements such as reducing the number of vehicle lanes from 4-to 2.; installing raised table crosswalks, enhanced roadway delineation, parking stations, high visibility pedestrian-activated flashing beacons and bulb-out improvements throughout the corridor that also function as outdoor dining areas. The work will involve civil, landscape, streetscape design features, and optional street lighting improvements.

The goal of the project is to transform California Avenue between El Camino Real and the California Avenue Caltrain Station into a community corridor with transit, bicycle and pedestrian focused transportation treatments; renovate the California Avenue Caltrain Plaza into a vibrant hub for bicycle-commuters and visitors; and provide best-practice pedestrian-scaled improvements throughout the corridor to spur on-going economic development activity and growth.

The City has obtained a grant from the Valley Transportation Authority (VTA) for Community Design for Transportation (CDT) Program funding in the amount of $1,175,200 for the construction of this project. A copy of the CDT Grant application and the approved conceptual plans can be found at the project website (www.cityofpaloalto.org/calave).

Due to the high profile nature of the project, the proposed designs need to be widely supported by the community and must be approved by the City’s Architectural Review Board (ARB), the Planning and Transportation Commission (PTC), the City Council and the various City departments. The 100% design and construction documents need to be prepared within twelve months of the notice to proceed in order to start the construction by the summer of 2012.

Under the terms of the grant, the City must obtain Caltrans approval (E-76) for construction no later than the spring 2012. The consultant will be responsible for completing all necessary Caltrans Local Assistance forms and encroachment permit requirements (per specific Scope of Work as outlined in Task 5) by the spring of 2012. Construction is anticipated to begin in the summer of 2012.

2. DESCRIPTION OF PROJECT

California Avenue has historically been a four-lane street. It originally provided access to Alma Street but is now disconnected from that street by the Caltrain tracks. As a result, California
Avenue accommodates a very low level of vehicular traffic with Average Daily Traffic (ADT) volumes that vary from between 2,596 to 5,280 vehicles per day. The project plan proposes to reduce the vehicular lanes from 4 lanes to 2 lanes to improve the pedestrian/bicyclist experience along the street and the connection between the existing land uses and the enhanced streetscape elements. Two-lane streets frequently serve as central business district streets and provide more effective use of the public right-of-way while enhancing the pedestrian and business environment. The lane reduction also allows existing on street parking to be brought to current parking design standards while expanding parking availability.

The purpose of the California Avenue Streetscape Project is to develop a "complete" roadway that best utilizes the available right-of-way of the street to:

- Provide improved safety for pedestrians and bicyclists along and crossing the street;
- Enhance the overall appearance of the street and adjacent non-vehicular spaces with street trees and landscaping, public art, tables and chairs for outside dining, benches, kiosks, signage, and bicycle racks;
- A more efficient use of public parking spaces to promote continued economic vitality;
- Facilitate the use of the plaza near the train station for amenities such as a landscaping, pedestrian access, seating areas, and bicycle racks;
- A 4- to 2-lane vehicle lane reduction to promote a safer bicycle and pedestrian environment while maintaining adequate vehicle movements while slowing cars and trucks to enhance safety;
- Use of unique color palettes in both the street surface and above-ground structures to promote the development of a "Sense of Place" within the community;
- Traffic calming treatments including bulb-outs to reduce crosswalk lengths at select intersections; promote mobility choice and identity markers along El Camino Real and throughout California Avenue;
- Raised table crosswalks made of colored concrete with decorative scoring treatments and supplemented by high-visibility pedestrian-activated flashing beacons to promote awareness of pedestrian activity;
- Provide three new crosswalks, as per the city prepared concept plan, one at Park Blvd (West) and two at Park Blvd (East). Provide ADA-compliant handicap ramps at all existing and at the new crosswalk locations along the project site;
- Propose ideal locations or unique opportunities for sidewalk widening; and implement Council preferred alternative.
- Include as a bid alternate pedestrian-scale street lighting so that costs for street lighting may be solicited during the bid phase; and
- Include as a bid alternate sidewalk widening so that the costs of the associated storm drain, new curb, gutter and sidewalk may be solicited during the bid phase.

PLAZA DESIGN

The Plaza is a concrete island consisting of a concrete fountain, flag poles, two memorial benches and matching waste receptacles, the City and CalTrain bike bins on concrete pads, bicycle racks, and six Pistache trees. The CalTrain pedestrian and bicycle undercrossing also surfaces up onto
the Plaza.

A separate design project for a new fountain at the plaza is currently underway and the Consultant will be expected to coordinate with that project’s Public Artist to include construction of the new fountain into the California Avenue Transit Hub Corridor Design Project.

The consultant shall propose a design to revamp and improve the Plaza to be more pedestrian and bicycle friendly, and more esthetically engaging to the public. The loop street around the island has to be maintained for traffic and bus routes. The consultant shall work with the City’s Transportation Division, and CalTrain to remove all bicycle lockers and replace them with decorative bicycle racks with canopy shelters and kiosks stations. Also to provide an opportunity for additional public art and/or other street furnishings and amenities as requested through the public approval process. The City envisions at a minimum new outdoor seating stations that also dub as game centers for park dwellers or additional park benches for patrons.

The plaza also provides an underground tunnel connection to Alma Street. During the design process, the Consultant shall identify ways to enhance a connection between the existing tunnel and the adjacent bike boulevard on Park Boulevard. As part of this project the City may consider enhancing the bike route on California Avenue by using decorative pavement treatments through the plaza area and the California Avenue & Park Boulevard intersection.

The Consultant shall coordinate with the City’s Art Commission to incorporate the new fountain sculpture into the plaza design. The design and construction of the fountain will be funded through the Public Art fund and final plans shall be incorporated into the construction of the California Avenue – Transit Hub Corridor project.
A new landscaping plan, more fitting to the new Plaza layout/scheme, shall be proposed by the Consultant for consideration by the public and various commissions through the design phase. The Plaza shall be designed per ADA standards and shall also be consistent with the other rules and regulations.

Two additional (not including what was presented at the interview) conceptual plan options shall be provided for the Plaza redesign. The conceptual plans shall consist of, but not be limited to, color renderings, material samples or pictures, layout plans, existing utility plan and analysis, specifications and preliminary cost estimates. The Consultant shall be responsible for checking if existing utilities will be adequate or be in conflict with the new plans. The Consultant shall work with the City Planning Department to prepare the ARB and PTC application packages for major project review. When an option is preferred by the community and approved by ARB, PTC and the City Council, the Consultant shall prepare the 100% construction documents with cost estimates.

STREET FURNISHING REPLACEMENT AND IMPROVEMENTS

The existing street benches, waste receptacles, bike racks, kiosks, and news racks on California Avenue between El Camino Real and Caltrain tracks are out-dated and/or do not meet the City Standards. The consultant shall propose a new street furnishing improvement plan to replace existing street furnishings and install additional furniture as required. The Consultant shall use a streetscape furniture plan prepared by the City as a starting point for input by the community and propose improvements as required.

Along California Avenue there are the City owned street benches, wall benches, and art benches. There are also the public transit/bus benches and memorial benches within the Plaza. Lastly, there are the privately owned benches and news racks. The City would like to replace the City owned street benches, add few extra street benches, organize and relocate the news racks where ideal and desired by the businesses and community. The wall benches and the art benches shall remain. If there are funds available, the public transit/bus benches and the privately owned benches and news racks may be replaced depending on maintenance agreements with the owners.

The existing bike racks on California Avenue vary in types. All of the bike racks should be replaced with decorative bike racks as well as maximize available bike parking facilities. The Consultant shall work with the City’s Transportation Division to propose bike rack parking locations that can be installed on California Avenue including locations where sidewalk widening may be possible or propose areas where on-street parking can be converted to on-street bike parking. The consultant shall verify the locations and show them on the layout plans.

The existing concrete aggregate waste receptacles shall be replaced. The consultant shall analyze the new locations of the waste receptacles in relation to the other street furniture and work with the City’s Public Works Operations Division to number and locate waste receptacles needed. The type of waste receptacles to be installed is be reviewed by the Public Works Operations staff. The receptacle will be a combination of solid waste and recyclable bin.

The design, color, finish and material of the new benches, bike racks, kiosks, and waste receptacles should compliment each other to work well in the California Avenue Business District environment. The Consultant shall provide renderings or photographs of new street furnishings as part of the conceptual plan.
In addition, there are two cylindrical concrete kiosks and several exposed aggregate planters which likely need to be replaced. They are bulky structures that the public uses as bulletin boards. The consultant shall work with businesses, neighborhood groups, and the City staff to propose new kiosks and planters for replacement. They may be prefabricated ones or designed to build. Provide renderings, photographs and/or specifications for the new kiosks and planters.

Lastly, the news racks that do not conform to the City Standards shall be replaced. The Consultant shall field verify the locations to see if the new news racks can be installed there, then show them in the conceptual drawing to scale at the exact locations.

In the conceptual drawings, the Consultant shall show to scale the sizes and exact locations of all street furnishings mentioned relative to all other fixtures such as the trees, streetlights, existing utilities, and other related objects. The street furnishing improvement plan will be included in the ARB and PTC application packages for approval. Once approved, the Consultant shall prepare construction documents. The consultant shall provide a cost estimate for the street furnishing improvement work with the conceptual drawings.

BICYCLE FACILITIES

The project will incorporate Sharrow bicycle facilities to promote the continued sharing of travel lanes between vehicles and bicyclists. The Sharrow use with proposed angled parking along California Avenue is proposed by the City due to the significant amount of bicycle activity to and from the Caltrain Station. To further improve bicycle safety along the corridor, a decorative 3-ft paver band that separates the vehicle travel lanes from the parking lanes and raised concrete crosswalk tables will be incorporated into the design which will help to reduce vehicle speeds and provide constant reminders to motorists as to the presence of bicycle activity in the roadway.

COLORED CROSSWALKS AND RESTRIPPING OF CALIFORNIA AVENUE

The City will provide CAD files representing conceptual plan line renderings of California Avenue prepared by the City to demonstrate curb lines, planter island, bulb-out, and restriping already approved by the City. The Consultant shall, using their own prepared survey plan, take this information and field verify dimensions in order to provide a new signage & striping plan and to prepare civil plans for the project. Currently, California Avenue is a four-lane road on a main business district street with standard crosswalks and angled and parallel parking on both directions. The plan is to re-stripe the street to make it one-lane in each direction, increase number of parking spaces, add colored crosswalks and include ADA parking spaces as required. City staff has already prepared an approved conceptual plan. Consultant shall design and prepare 100% construction documents and cost estimate based on the approved plans. The restriping plans will also be included in the ARB and PTC application packages for approval. The scope of work shall consist of the following tasks:

Task 1: Topographic Field Surveying
The Consultant shall prepare a topographic survey of California Avenue between El Camino Real and the easterly end of the street at the Caltrain Station at a scale of 1" = 20'. The Basis of coordinates will be the California Coordinate System 1983 (Zone 3). Basis of elevation will be the Santa Clara County NAVD88 benchmarks. Topographic features and elevations will be collected using a combination of aerial photogrammetric and confidential mapping techniques. Minimum survey data to be collected by the Consultant to prepare a base map for the project shall include:

- Face-of-Curb
- Back-of-Sidewalk
- Lip of Gutter
- Art Sculpture Locations
- Elevation data for gutter flow-line, storm drain inlets, street centerline and street cross-sections
- Trees and tree grates
- Sign Posts
- Standard Highway Signs
- Traffic Signal and Streetlight Standards
- Pull Boxes
- Manholes
- Surface locations of Water valves, and all visible utilities in the project area. (Note: utilities potentially displaced by streetscape improvements shall be properly identified and designs prepared for corrective improvements.
- Property elevation along California Avenue right-of-way Lines
- Mapping will identify easements within the California Avenue Right-of-Way and record right-of-way for Caltrain and Caltrans
- Topography along Alleyways leading to Parking Lots behind California Avenue

Survey data for a minimum of 150-ft on all street intersections with California Avenue through the project area shall also be provided including the intersection of El Camino Real & California Avenue and 250-ft on each approach of El Camino Real and 150-ft on California Avenue west of El Camino Real.

Consultant will compute record Right-of-way lines for California Avenue. Assessor Parcel Maps, Tract Maps, Parcel Maps, and Records of Survey will be used to compute the record Right-of-Way.

The survey shall be used by the Consultant to prepare the improvement plans identified herein for the project.

Deliverable: Topographic field survey of project corridor, (California Avenue) between El Camino Real and the easterly end of the street at the Caltrain Station.

**Task 2: Civil Improvement Plans**
The Consultant shall prepare improvements plans for the California Avenue – Transit Hub Corridor Project including wet utility relocations necessary to allow the implementation of the project, streetscape elements, street resurfacing, and construction management plans, and the Park Blvd Plaza Improvements. The Consultant shall meet with City staff, community leaders, and a working committee (as outlined in Task 5) to gather information and input for developing the preliminary drawings. The cost for street resurfacing shall be funded by the City’s Annual Street Resurfacing Program but included in the project for proper implementation with the planned streetscape improvements of the project. This Scope of Work assumes response to one City Plan Check comments at each stage of submittal.

Plans, Specifications and Estimates (PS&E) will be prepared by Consultant in conformance with applicable City of Palo Alto Standard Plans and Standard Specifications. Design plans will be prepared at a scale of 1" = 20' for review and approval by City at 15%, 35%, 60%, 90% and 100% design phases. All design elements to include street furniture, street lighting, bulbouts and median concrete work and pedestrian crossing treatments.

The Consultant shall prepare plans using City of Palo Alto drafting requirements. Project Specifications shall be in the CSI format. The Consultant shall provide the technical sections of the Project Specifications. The City will provide the standard boilerplate (work hours, duration, truck routes, etc.)

Design Schedule

Within 14 days of receipt of the Notice to Proceed the Consultant shall provide a detailed schedule of work consistent with the milestones shown in Exhibit B. This schedule shall be revised bimonthly or as requested by the City.

15% Design Concepts

- The Consultant shall overlay the City's Conceptual Plan Line for the project onto the base map development in Task 1 and identify any utility conflicts that may require relocation for the project, including storm drainage improvements, and propose modifications to the concept plan to reduce or eliminate conflicts.

- The Consultant shall also overlay the City's draft streetscape furniture plan to identify any conflicts with utilities or other street work and to assist the City in identifying alternative improvement areas for streetscape furniture.

- The Consultant shall identify opportunities to widen the sidewalk along California Avenue in its entirety or at strategic locations to provide larger gathering spaces for the community. Sidewalk widening options may include: strategic widening opportunities; complete sidewalk widening while retaining existing tree plantings; and removal of curb and gutter along one or both sides of the street and the use of moveable streetscape elements to allow on-street parking areas to double as parking and sidewalk/outdoor dining areas during weekends or by season. The City shall share the recommendations by the Consultant with the community, Planning & Transportation Commission, and City Council for guidance on a preferred design alternative to carry forward into the final design phase.

35% Improvement Plans

The Consultant shall prepare 35% improvement plans based on the design direction of the

Professional Services
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15% Design Concepts. 35% Improvement Plans shall include:

- Curb and Gutter Repair or replacement limits and details
- Decorative Concrete Parking Band improvement details and Limits
- Planter Island improvement limits and details
- Streetscape Furniture Implementation Plan with Product Cut Sheets and Installation Details
- Freestanding Signs and Community Identify Marker improvement details
- Enhanced Mid-Block Crosswalk Details
- Access ramps to conform to ADA standards
- Pavement repair locations, drainage conform details and asphalt overlay plans for Street Resurfacing to match with the Decorative Concrete Parking and Aesthetic Bands on the Street. Upon review and approval of the 35% Improvement Plans, the Consultant shall meet with community leaders (# of meetings as outlined in Task 5 of this Scope of Work) to solicit input on the layout of streetscape improvements and to begin soliciting input from merchants and residents on preferred construction staging plans. The Consultant shall also solicit input regarding streetscape details such as exposed concrete aggregate texture elements, pigmented concrete color and scoring/stamping details for improvements such as decorative street bands, crosswalks, and sidewalks.

60% Improvement Plans, Specifications, and Engineer's Estimates

The Consultant shall prepare 60% improvement plans that implement City and community comments to the 35% improvement plans. 60% improvement plans shall include, in addition to the revised elements in the 35% improvement plans:

- Park Blvd Plaza Improvement Plans
- Pedestrian Alleyway Streetscape Improvements
- Tree Planting/Landscape-Irrigation Improvement Details
- Street Resurfacing, sidewalk and drainage Plans
- Signage & Striping Plans
- Construction Management Plans (staging, phasing and construction hours and timing) based on Community Input
- Bicycle Parking Access/Availability Study
- Bicycle Locker Relocation Plans
- Draft Specifications for the Project
- Engineer's Estimate of quantities and costs

Upon review and approval of the 60% Improvement Plans, the Consultant shall meet with the community leaders to solicit input on the design of the California Avenue – Transit Hub Improvement Plans (# of meetings as outlined in Task 5 of this Scope of Work) with an emphasis on the layout of the proposed Park Blvd Plaza Improvements, streetscape elements selection, and construction staging layout. The Bicycle Parking Study shall also be shared with the Palo Alto Bicycle Advisory Commission for separate input.
90% Improvement Plans, Specifications, and Engineer's Estimates
The Consultant shall prepare 90% improvement plans that implement City and community comments to the 80% improvement plans. The 90% plans shall be used to begin the Caltrans Local Assistance/E-76 Procurement Process. The 90% improvements shall be considered the Draft Final Bid Set for final review and approval by the City.

100% Improvement Plans, Specifications, and Engineer's Estimates
Upon receipt of the E-76 from Caltrans, the Consultant shall submit 100% stamped engineer's plans on mylar, specifications, and engineer's estimate details for bidding by the City for selection of a construction contractor.

Although not currently provided in the project budget, Consultant should include a separate option design cost to evaluate Street lighting enhancement opportunities and to provide Street lighting improvement plans.

Task 3: Park Blvd Plaza Design
The Consultant shall concurrently with the development of plans, specifications, and engineer's estimate in Task 2 begin a community design process for the Park Blvd Plaza.
The plaza currently houses bicycle lockers, a community fountain, flagpoles, and benches. The plaza also includes access to an underground tunnel that connects to Alma Street east of the railroad tracks at the end of the project limits.

The Consultant shall, by the 35% Improvement Plans in Task 3 prepare a minimum of three various architectural renderings to serve as concepts for the reconfiguration of the Park Blvd Plaza. A separate public art project in the City will provide a replacement fountain for the project, and construction funding for its implementation with this project. The Consultant shall include renderings of the proposed fountain in each of the architectural renderings to best represent the actual improvements of the plaza. The City does not envision any of the existing bicycle lockers to be relocated back onto the plaza at the completion of the project. Either all, or a portion of the lockers will be relocated onto the Caltrain parking lot.

This RFP notes in Task 3 that plans should be developed for the relocation of the City-owned and Caltrain bicycle lockers but the City may elect to relocate the lockers on its own through a separate contract to limit encroachment permit requirements for the project.

The Consultant shall consider the Park Blvd Plaza a "clean slate" for the design of this project. The Consultant shall take the lead in proposing and soliciting community input on design elements for the plaza. The City does envision the placement of bicycle racks throughout the plaza including kiosks to promote the City's Bicycle & Pedestrian Transportation Plan. A link through decorative pavement treatments or some other artistic treatment to link the plaza with Bicycle Boulevards along Park Blvd and Bicycle Routes along California Avenue should also be provided to help guide bicyclists through the plaza and through the California Avenue and Park Blvd intersection.

The Consultant shall include within the plaza community elements to promote activity within the plaza such as game tables, benches, dining areas and unique landscape elements that tie back to streetscape elements along California Avenue. This Scope of Work anticipates four separate community meetings (as outlined in Task 5 of this Scope of Work) to solicit input on the design of
the Park Blvd plaza.

**Task 4: Community Meetings**

The Consultant has incorporated a community outreach process to develop the improvement plans for the California Avenue – Transit Hub Corridor Project. Up to 15 community meetings are anticipated for this project, summarized as follows:

- **Preliminary Design**
  - City Council Working Session on Sidewalk Options (Meeting #1)

- **Design Phase**
  - 35% Design Community Meeting (Meeting #2)
  - 35% Planning & Transportation Working Session (Meeting #3)
  - 60% Design Community Meeting – Construction Staging (Meeting #4)
  - 60% Bicycle Advisory Commission (Meeting #5)
  - 60% Architectural Review Board (Meeting #6)
  - 90% Planning & Transportation Working Session (Meeting #7)
  - 90% City Council Working Session (Meeting #8)
  - 90% Business Preservation Plan Interest (Meeting #9)
  - 100% PS&E Planning & Transportation Commission (Meeting #10)
  - 100% PS&E City Council (Meeting #11)

- **Park Blvd Plaza Design**
  - Architectural Renderings Options Presentation (Meeting #12)
  - Park Furniture Selection (Meeting #13)
  - Final Design (Meeting #14)
  - Architectural Review Board – Final Design Presentation (Meeting #15)

The Consultant should demonstrate strong community meeting leadership skills in both the project manager that will lead the design phase and project manager that will lead the design of the Park Blvd Plaza improvements. Additional meetings required to assist the Consultant in the development of improvement plans beyond the 15 meetings will be managed by the Consultant at no additional cost to the City. The Consultant shall prepare all meeting materials; include electronic slideshows (Powerpoint), graphics, printing, agenda, and meeting notes.

All meeting materials and graphics prepared by the Consultant will be made available to the City in soft copy electronic format in the original application the materials were developed as well as PDF format for future modification by City staff and posting onto City web pages.

**Task 5: Caltrans Local Assistance & NEPA and ROW Certifications**
This project is funded in part through a grant from the Valley Transportation Authority (VTA) – Community Design & Transportation (CDT) Program using Congestion Management Air Quality (CMAQ) funds and as such will require coordination through the California – Department of Transportation, Caltrans Local Assistance Office for issuance of an E-76 (Authorization to Proceed) Certification and National Environmental Protection Act (NEPA) Certification.

PRELIMINARY ENVIRONMENTAL STUDY

A key factor in the project’s NEPA clearance will be consistency and compliance with the Department’s Local Assistance Procedures Manual which provides the Department’s guidance for the development and processing of federal environmental documentation for federally funded local improvements. The initial and most critical step involves the successful preparation of a Preliminary Environmental Study (PES). The PES identifies the necessary level of technical assessment required to support the environmental documentation for the project and generally summarizes specific critical environmental issues that may affect project approval, programming, scheduling, design considerations, and project costs. On a broad level, the PES examines potential environmental issues associated with the project, including traffic, historic resources, visual resources, water quality, air quality and noise (including air quality conformity review with the Regional Transportation Plan [RTP] and Regional Transportation Improvement Program [RTIP]), hazardous materials, temporary and long-term effects upon local streets and circulation, and construction-related effects. The resultant PES becomes the work scope for the required NEPA compliance documentation.

The Consultant will evaluate the necessary preliminary information with respect to the proposed project and will coordinate with appropriate City departments to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps and reference documents. The initial investigation will also include a site visit, review of existing land uses and environmental conditions and a photographic recording of on-site and surrounding uses.

A detailed PES Form will be completed examining all potential environmental issues associated with the project, including traffic, historic resources, visual resources, water quality, air quality and noise (including air quality conformity review with the RTP and RTIP), hazardous materials, temporary and long-term effects upon local streets and circulation, and construction-related effects. Environmental issues that may require further detailed study will be documented in the Draft PES and submitted to the City/Department for an initial 30-day review. The Consultant will work with City staff to schedule a formal environmental kick off meeting with the Caltrans Local Assistance staff to review the Draft PES and receive concurrence on the proposed level of environmental documentation prior to the initiation of the technical study work program.

The Consultant shall be responsible for the identification, completion, and submission of all necessary Caltrans Local Assistance Forms required including Field Review Forms and subsequent required environmental studies (as specified below). The City has already completed a separate traffic impact analysis that may be used for the NEPA process but the Consultant should during submittal of a proposal identify all of the additional studies that they anticipate necessary for a project of this type and include the cost of their development within their proposal for this task. The project is located within the Caltrain ROW to the north and adjacent to the Caltrans ROW to the south at El Camino Real. Streetscape improvements will require permission to construct the streetscape improvements by these agencies.
Because the extent of required technical studies is not known until the Draft PES has been reviewed and approved by Caltrans, for budgeting purposes, preparation of only the following reports have been included in the Consultant Fee at this time:

- Historical Preservation Study (A maximum budget of $10,000 has been allocated for this study at this time which will cover the study of 4 buildings. Study of any additional buildings is excluded in this Fee)

- Location Hydraulic Study Report - The report will include the project area identified elsewhere in this scope of work. This report excludes upstream or downstream analysis beyond the defined project area

- Tree Removal Summary - The report will include the following: Each tree larger than 4" in diameter located within the park (approximately 80) will be evaluated as follows:

1. Identify the species and measure the trunk diameter.
2. Tag each tree with a metal tag for identification purposes.
3. Identify any trees that meet the City of Palo Alto’s criteria for protected, heritage or street tree status.
4. Evaluate the health and structural condition of each tree.
5. Identify trees suitable for preservation, based on their health, structural condition and potential longevity and suitability in the landscape.
6. Evaluate development impacts to trees based on the proposed improvements. Identify trees to be preserved, transplanted and removed.
7. Appraise the value of each tree using the methods established by the Council of Tree and Landscape Appraisers.
8. Prepare a Tree Survey Plan showing location of tree tag numbers.
9. Compile the above information into a Tree Report (five copies provided).

- Flood Plain Study The report will include the project area identified elsewhere in this scope of work. This report excludes upstream or downstream analysis beyond the defined project area

- Right-of-way and encroachment related reports required for ROW clearance

Preparation of any other reports and/or studies not specifically identified above is excluded from this Scope of Work. If after preparation of the PES, additional reports are required to receive necessary environmental approval, said reports will be prepared for an additional fee to be approved by City of Palo Alto.

Note: The Traffic Impact Analysis Summary will be furnished by the City.

Task 6: Bidding and Construction Support
The Consultant shall be available to respond to Request for Information during both the Project Bid and Construction phases of the project. The Consultant shall be responsible for the preparation of responses to RFI’s including any necessary Plan Revisions to clarify construction process for the project or to address any design deficiencies identified during either phase. Services will be provided on a time and material basis within the budget established under the fee section.

Task 7: Work Product Submittals and Reimbursables

The Consultant shall provide both reproducible and electronic sets of plans at 15%, 35%, 60%, 90% and 100% (Final) to the City for reproduction.

- Architectural Review Board application package: Consultant shall prepare a package for submittal to the ARB per the instructions on the City website: http://www.cityofpaloalto.org/planningcommunity/arb_index.html. Submit 10 half-size (11x17) sets and 1 full size set for the ARB review, plus material and presentation boards showing the texture and color of proposed materials.

- 15% plans: 5 half-size plan sets, 10 full-size sets
- 35% plans: 5 half-size plan sets, 10 full-size sets
- 60% plans: 5 half-size plan sets, 5 full size-sets, 5 specifications (CSI format), 10 opinions of probable construction costs, and 1 electronic copy of each item.
- 90% plans and specifications: 5 half-size sets, 5 full-size sets, 5 specifications, 5 opinions of probable construction costs, and 1 electronic copy of each item.
- Final Draft (100% plans & specifications): 15 half-size sets, 10 full-size sets, 10 specifications, 10 - opinions of probable construction costs, and 1 electronic copy of each item.

- Final Project Drawings and Specifications: provide one set of reproducible plans plotted on mylar and final specifications to the City, and 1 electronic copy of each item. City will, at its own expense, reproduce enough copies of these documents for construction bidding purposes. Immediately after completion of the construction phase and acceptance by the City (the City will provide one set of plans indicating the as-built field changes, the Consultant shall submit to the City one complete set of record drawings reflecting the as-constructed conditions in digital format for archiving. All files should be delivered in “AutoCAD.dwg” format. For each CD delivery, a simple text file will need to accompany the files. This is called a Metadata file and will include the date of the file, the company name, contract information, along with the technician who prepared them. Travel expenses for this project shall not be reimbursable nor shall per diem costs, vehicle travel/lease costs, or phone/fax costs. Printing costs shall not be reimbursable either but mailing costs may be submitted for reimbursement.

Task 8: Project Management

The Consultant shall submit monthly invoices to the City for services performed. Although this scope of work has been defined specifically for this project, it is possible that changes may need to be made to the scope in the future. Any items not expressly mentioned in the above scope will be considered extra services and will be billed at the consultant's standard rates, to be approved by the City of Palo Alto. Typical extra service items are: additional traffic counts, additional environmental reports, analysis of additional study roadway segments or intersections, updates to...
finalize signing/ striping based on two rounds (60%, and 90%) of comments, and attendance at public hearings or meetings not already included in this scope of work. Extra services will not proceed without prior authorization.

CITY FURNISHED MATERIALS:

- City shall provide access to the site, and owner CADD archives for the project.
- Current Title reports for adjoining parcels, if required.
- Client is to provide any and all indemnification, abatement, disposal or other actions required by local, state or federal law regarding hazardous materials.
- City shall pay all governmental fees and costs.
- Distribution of Consultant prepared outreach materials to property and business owners of all community workshop meetings.
- Available information on location of City Owned utilities and irrigation equipment.
- Coordination and administration of reviews and approvals by internal and external jurisdictional agencies.

OPTIONAL SERVICES:

1) STREET LIGHTING IMPROVEMENTS

- PLANS
RBF will provide plans in AutoCAD at a scale of 1:40. Plans will be based on the installation of new street lights and poles on California Avenue between El Camino Real and the California Avenue Caltrain Station. The City approved concept established during the preliminary design phase will form the basis of the plans.

The plans will include connections to City Service, pull boxes, conduit, wiring, lighting distribution analysis, connection diagrams, panel schedules, single line diagram, voltage drop calculations, and construction details for the street light installation.

RBF will provide 35%, 60%, and 90% and 100% design submittals for the City’s review. Design submittals will incorporate the City’s comments from the previous submittal.

- SPECIFICATIONS
RBF will provide written specifications detailing the equipment and standards of construction required for the lighting and electrical installation.
• CONSTRUCTION COST ESTIMATE
RBF will provide an engineer's estimate of probable construction costs for the installation.

• ELECTRICAL UTILITY COORDINATION
RBF will coordinate with the electrical utility to provide new electrical services required to accommodate the new street lighting. RBF will provide the load requirements, site plans, and information necessary for the utility to provide the new electrical services.

• BASIS OF DESIGN MEMORANDUM
As part of the preliminary design phase, RBF will prepare a technical design memorandum for street lighting. In the Design Memorandum, RBF will compare construction cost and performance data between a traditional lighting source such as a high pressure sodium lamp and an energy efficient LED light source. A photometric analysis of the street lighting design for both fixture options (LED and traditional) will be included. This Memorandum will also include required voltage requirements, pole heights, fixture wattage, and spacing and configuration of street light poles. RBF will propose pole lighting and fixture recommendations to complement the streetscape design.

• POLE FOUNDATION DESIGN
RBF will provide a structural pole foundation design for the City preferred lighting poles. Construction requirements for the pole foundation will be shown on the electrical drawings.

ASSUMPTIONS & EXCLUSIONS:
1. Telephone design and service coordination are excluded.
2. This fee assumes all plans to be included in one bid set.

2) PREPARATION OF STORMWATER POLLUTION PREVENTION (SWPPP)
Consultant will prepare a Stormwater Pollution Prevention Plan (SWPPP) and other associated permit registration documents as part of the project's compliance with the California State Water Resources Control Board's general construction permit. The tasks will include:

• SMARST DATABASE
RBF will assist Verde Design in creating a SMARTS account for the project and filing the project Notice of Intent (NOI). This will include filling out the project application on the SMARTS website, performing the final project risk assessment, uploading the necessary project documents for the NOI, filing the project NOI, and filing the project Notice of Termination (NOT).

• SWPPP PREPARATION
RBF will serve as the Qualified SWPPP Developer (QSD) for the project by preparing and uploading the necessary Permit Registration Documents (PRDs), including the SWPPP for the project to comply with the construction general permit number R9-2009-0009. The SWPPP will include an erosion and sediment control plan, a description of potential project Best Management Practices (BMPs), and a Construction Site Monitoring Program (CSMP). This
proposal assumes that the Post Construction requirements as described in the construction general permit, order number R9-2009-0009, do not apply to this project and therefore will not be a requirement of the NOI or the NOT.

3) Geotechnical Report (for sidewalk widening or other paving options)

The Consultant will provide an investigation of the roadway by performing the following Scope of Work:

- Core through the asphalt in 4 locations, and hand auger to obtain an average R-Value for the sub grade
- Laboratory testing of the soil samples to obtain R-Values
- Prepare a letter summarizing R-Values and recommending a pavement section

All Geotechnical work will be completed by Kleinfelder

4) Right of Entry Permits

Rights of Entry Permits for Construction purposes will be prepared if needed, at a fee of $1800 each.

The following are excluded from this Scope of Work, but may be provided as additional services, as requested by the City:

- Construction Staking, inspection, administration, construction quantity calculations and management
- Legal Descriptions and Exhibits for any new right-of-way or easements (including construction easements)
- Multiple Construction phasing and bid documents
- Preparation of any Environmental Documentation that is not specifically listed in Task 6 (i.e. Environmental Impact Report)
- Identification of existing easements on properties adjoining California Avenue
- Preparation of plans for Street Lighting enhancement opportunities, and street light improvement plans
- Design for areas outside limit of work
- Storm Water Control Report
- Hydrology and/or hydraulic studies (Other than the report to be prepared under Task 6)
- Graphics / Signage Package
- Conditional Use Permit, Zone change, Specific Plan Amendment and/or Area Plan
- Design of Dry Utilities, i.e. telephone, electric, gas and cable TV Plans
- Dry Utility Relocation Plans
• Acoustical Studies
• Traffic Engineering reports or studies
• Boundary Survey / ALTA Survey
• Lot Line Adjustment or Parcel Map
• Design of traffic signals (Placement of loops shall be included)
• Excavation for potholing of existing underground utilities
• Acquisition of any right-of-way, easements, permit to enter, encroachment permits, etc.
• Property Appraisals
• Parking Analysis
• Design of any retaining walls
• Cathodic Protection Plans
• Water, Sewer, and Storm Drain capacity studies
• Reproduction costs associated with the bid documents (Plans, Specifications, and Bid Proposal)
• Record of Survey
• Caltrans encroachment permit
• Caltrain encroachment permit.
EXHIBIT "B"
SCHEDULE OF PERFORMANCE
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Services”) and reimbursable expenses shall not exceed $285,828 dollars as set forth in the fee schedule attached as Exhibit C-2. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Optional Services the maximum compensation for those services shall not exceed $36,100.00 as set forth the fee schedule attached as Exhibit C-2. In the event CITY authorizes any Additional Services, the maximum Compensation for those services shall not exceed $28,072. 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. Total Not-To-Exceed value of this agreement is $350,000 as delineated in Exhibit C.

OPTIONAL AND ADDITIONAL SERVICES

The CONSULTANT shall provide optional and/or additional services only by advanced, written authorization from the CITY.

The scope for any Optional Services authorized shall be as set forth in Exhibit A.

For Additional Services, 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 expenses, 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.
EXHIBIT "C-1"
HOURLY RATE SCHEDULE
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Note: All rates are in USD per hour.
**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Dealey, Renton & Associates  
P.O. Box 10550  
Santa Ana CA 92711-0550

**INSURED**
RBF Consulting  
PO Box 57057  
Irvine CA 92619-7057

**INSURERS AFFORDING COVERAGE**
- **INSURER A:** Travelers Property Casualty Co of America  
- **INSURER B:** Underwriters at Lloyds London  
- **INSURER D:** Fireman's Fund Insurance Co.

**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.

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**DESCRIPTION OF OPERATIONS/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions**

General liability policy excludes claims arising out of the performance of professional services. General Liability includes coverage for Independent Contractors. See: California Ave Transit Hub Corridor Project; RBF JM 35-101144

City of Palo Alto, its council members, officers, agents and employees are additional Insured as respects General Liability and Auto Liability as required by written contract. Primary & Non-Contributing coverage applies to General Liability as required by written contract.

10 Days notice for non-payment of premium.

**CERTIFICATE HOLDER**

City of Palo Alto  
Purchasing & Contract Administration  
P.O. Box 10250  
Palo Alto CA 94303

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, this issuing Insurer to mail 10 days written notice to the certificate holder named to the left.

**AUTHORIZED REPRESENTATIVE:**

[Signature]

© ACORD CORPORATION 1988
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement Effective: 7/15/2011</th>
<th>Countersigned By:</th>
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</thead>
<tbody>
<tr>
<td>Named Insured: RBF Consulting</td>
<td>[Signature]</td>
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</tbody>
</table>

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Palo Alto, its council members, officers, agents and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998
BLANKET ADDITIONAL INSURED
(CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED—(Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III—Limits of Insurance.

b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

II. Supervisory, inspection, architectural or engineering activities.

c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
I. How, when and where the "occurrence" or offense took place;

II. The names and addresses of any injured persons and witnesses; and

III. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
United Captive Ins. Brokers
1716 Newhope St., Ste 211
Fountain Valley, CA 92708
Mark Barrie 714-708-4370 714-708-2300

INSURED
RBF Consulting
14725 Alton Parkway
Irvine, CA 92618

INER(S) AFFORDING COVERAGE
INSURER A: United States Fidelity &
INSURER B: Guaranty Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:
NAIC #: 25587

COVERAGE S
CERTIFICATE NUMBER:

REVISED NUMBER:

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 PERMIT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREBIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Y/N | N/A | D123W00213 | 07/01/11 | 07/01/12 | 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: California Ave Transit HUB Corridor Project; RBF JN 35-101144.

CERTIFICATE HOLDER
City of Palo Alto
Purchasing & Contract Admin
P.O. Box 10260
Palo Alto, CA 94303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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