Public Works Department
Palo Alto Regional Water Quality Control Plant Division

REQUEST FOR PROPOSAL (RFP) NUMBER 153692
FOR PROFESSIONAL SERVICES

Program Management Services for RWQCP
(WQ-10001)

Pre-proposal Meeting: 10:00 am
Thursday 4/17/14

RFP submittal deadline: 3:00 P.M.
Tuesday, May 13, 2014

Contract Administrator: Michelle Nolen
(Email address) Michelle.Nolen@CityofPaloAlto.org
REQUEST FOR PROPOSAL (RFP) NO. 153692
FOR PROFESSIONAL SERVICES

TITLE: Program Management Services for RWQCP

1. INTRODUCTION

The City of Palo Alto is seeking proposals from qualified firms to provide professional services for program management services for the RWQCP. The required services and performance conditions are described in the Scope of Work (or Services). The City has budgeted a maximum of $550,000 for these services in the 2014/2015 Fiscal Year.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

Attachment A – Proposer’s Information Form*
Attachment B – Scope of Work/Services
Attachment C – Sample Agreement for Professional Services
Attachment D – Sample Table, Qualifications of Firm Relative to City’s Needs
Attachment E – Cost Proposal Format
Attachment F – Insurance Requirement

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSIERS

3.1 Pre-proposal Conference

A pre-proposal conference will be held Thursday, April 17, 2014 at 10:00 a.m. in the RWQCP Conference Room, 2501 Embarcadero Way, Palo Alto, CA. All prospective Proposers are strongly encouraged to attend.

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3.2.3 Represent that all information contained in the proposal is true and correct.

3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 1:00 p.m., Wednesday, May 7, 2014. Correspondence shall be addressed to Michelle Nolen, Contract Administrator, City of Palo Alto, 250 Hamilton Avenue, Palo Alto, CA 94301 or e-mailed to michelle.nolen@CityofPaloAlto.org. Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer’s Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.4 Submission of Proposals

All proposals shall be submitted to:

City of Palo Alto
Purchasing and Contract Administration
250 Hamilton Avenue, Mail Stop MB
Palo Alto, CA 94301

Proposals must be delivered no later than 3:00 p.m. on Tuesday, May 13, 2014. All proposals received after that time will be returned to the Proposer unopened.
The Proposer shall submit one (1) hard copy of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer’s name and address clearly marked, “RFP NO. 153692 FOR PROFESSIONAL SERVICES: Program Management Services for RWQCP.” The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. Please do not submit proposals in plastic binders.

3.5 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.6 Rights of the City of Palo Alto

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>April 8, 2014</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>April 17, 2014</td>
</tr>
<tr>
<td>Deadline for questions, clarifications</td>
<td>May 7, 2014</td>
</tr>
<tr>
<td>Answers provided to questions</td>
<td>May 9, 2014</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>May 13, 2014</td>
</tr>
<tr>
<td>Finalist Identified</td>
<td>May 21, 2014</td>
</tr>
</tbody>
</table>
5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the City’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer’s firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm’s financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting form (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.
5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer’s and sub-Proposer’s qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Attachment D) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client’s to be contacted for references. Give a brief statement of the firm’s adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who submit proposals in response to the RFPs being developed.

5.4 Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm’s ability to meet the City’s schedule, outlining the approach that would be undertaken in providing the requested services.

5.5 Chapter 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

5.6 Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.
5.7 Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City’s RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – “Sample Agreement for Services.” Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates (provide in separate sealed envelope)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm’s understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment E).

Consultant shall provide the following information

- Direct labor rates for proposed staff;
- Overhead rate and breakdown of overhead elements;
- Subconsultant billing rates and mark-up percentage for ODC’s (other direct costs); and identify all reimbursable expenses.

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

PLEASE NOTE: The City of Palo Alto does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget per task form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a per task basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.
Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

**Insurance Requirements**

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk Manager of the City of Palo Alto as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

**7. REVIEW AND SELECTION PROCESS**

City staff will evaluate the proposals provided based on the following criteria:

7.1 Quality and completeness of proposal;
7.2 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
7.3 Proposers experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
7.4 Cost to the city;
7.5 Proposer’s financial stability;
7.6 Proposer’s ability to perform the work within the time specified;
7.7 Proposer’s prior record of performance with city or others;
7.8 Proposer’s ability to provide future maintenance, repairs parts and/or services; and
7.9 Proposer’s compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.
The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the City's Purchasing/Contract Administration Division to the successful Proposer.

8. ORAL INTERVIEWS

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer’s time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

9. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City of Palo Alto. At such time as the Administrative Services Department recommends to form to the City Manager or to the City Council, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Palo Alto may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.
10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;

11.2 Any attempt to improperly influence any member of the evaluation team;

11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;

11.4 Evidence of incorrect information submitted as part of the proposal;

11.5 Evidence of Proposer’s inability to successfully complete the responsibilities and obligation of the proposal; and

11.6 Proposer’s default under any previous agreement with the City, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

13. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.
14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

14.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.
14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

~ End of Section ~
Attachment A
Proposer’s Information Form

PROPOSER (please print):

Name: __________________________________________________________

Address: __________________________________________________________

____________________________________________________________________

Telephone: _______________________   Fax: ______________________________

Contact person, title, email, telephone and fax number: __________________________

____________________________________________________________________

____________________________________________________________________

Proposer, if selected, intends to carry on the business as (check one):

☐ Individual    ☐ Joint Venture

☐ Partnership

☐ Corporation

   When incorporated? ______________

   In what state? ______________

   When authorized to do business in California? ______

☐ Other (explain):____________________________________________________

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:  ☐ 1;  ☐ 2; ☐ 3;  ☐ 4;  ☐ 5;  ☐ 6;

Or,  ☐ _____ _____No Addendum/Addenda Were Received (check and initial).

1  PROPOSER’S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.
Attachment A – Proposer Information continued…

1. If Proposer is **INDIVIDUAL**, sign here

   Date:______________ _____________________________________

   Proposer’s Signature

   Proposer’s typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

   __________________________________________________

   Partnership or Joint Venture Name (type or print)

   Date:______________ _____________________________________

   Member of the Partnership or Joint Venture signature

   Date:______________ _____________________________________

   Member of the Partnership or Joint Venture signature

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

   The undersigned certify that he/she is respectively:

   ___________________________________ and ___________________________

   Signature  Title

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

   _________________________________________

   Corporation Name (type or print)

   By:______________________________________  Date:  _________________

   Title:__________________________________________
The Palo Alto Regional Water Quality Control Plant (RWQCP) was originally constructed in 1934 and had undergone several expansions and upgrades throughout the years. To date, the RWQCP is an advanced treatment facility that provides treatment and disposal of wastewater for the Cities of Palo Alto, Mountain View, and Los Altos; the Town of Los Altos Hills; the East Palo Alto Sanitary District; and Stanford University. The RWQCP currently has a designed average dry weather flow (ADWF) capacity of 39 million gallons per day (MGD), and a current average flow of about 20 MGD. The RWQCP effluent is partly discharged to the San Francisco Bay, and partly diverted to the RWQCP recycled water facility for reuse. A Long Range Facilities Plan (LRFP) was prepared in 2012 to provide a road map for the RWQCP’s future. The RWQCP seeks professional program management services to assist staff with the implementation of the LRFP.

BACKGROUND

The RWQCP was originally constructed in 1934 for treatment of local waste. In 1972, the RWQCP was upgraded to a secondary treatment facility and expanded to the average dry weather flow capacity of 35 mgd and the peak hour wet weather capacity of 80 mgd. With this expansion, in addition to Palo Alto, the RWQCP provides wastewater treatment and disposal from the cities of Mountain View, Los Altos, East Palo Alto Sanitary District, Los Altos Hills, and Stanford University.

In 1980, construction was completed for an upgrade to provide nitrification and tertiary treatment. In 1988, a capacity expansion project increased the overall permitted average dry weather flow capacity to 39 mgd. In case there is a need for essential maintenance or to handle wet weather flows exceeding 40 mgd, provisions were made so the nitrification and tertiary treatment processes can be bypassed.

The existing treatment processes at the RWQCP consist of headworks, primary, two-stage secondary, tertiary, ultra-violet disinfection, solids incineration, and recycled water treatment. Some of the original structures are still in use.

In 2012, the RWQCP conducted the LRFP to upgrade its facilities and treatment processes. The goals are to reduce the RWQCP’s carbon footprint, increase treatment efficiency and reliability, and provide dependable and sustainable treatment. The LRFP was accepted by the Palo Alto City Council on July 2, 2012. The LRFP and information about the Plant are available at the plant website:


The LRFP identified a total cost of $192 million of facilities/process replacement projects to be constructed over a ten year period. It is anticipated that varying phases of the projects would overlap. The RWQCP seeks to retain a consulting engineering firm to act as Program Manager for these projects. The Program Manager will be responsible for planning and coordinating project activities, acquiring and managing the preparation of designs and environmental documents by other consultants, conducting design reviews, coordinating or managing
construction of projects, working with RWQCP engineering staff to monitor overall budgets and schedules, facilitating the RWQCP with regulatory and partner agencies liaison, and assisting the RWQCP on public relations, as needed.

PROJECT APPROACH

The LRFP provides a basis for the proposer to understand City and community goals. Consultant shall assist the RWQCP to implement the projects following the road map outlined in the LRFP. The LRFP identified seven major facilities/processes that need to be upgraded or replaced:

- Solids handling
- Primary sedimentation
- Lab/environmental services
- Fixed film reactors
- Headworks
- Recycled water filters and chlorine contact tank
- Joint interceptor sewer

The RWQCP anticipates awarding separate consulting contracts for the above projects. The RWQCP is also considering the use of design-build process for some projects. A tentative implementation schedule and budget of the LRFP is included with this request for proposal as Exhibit A. Subsequent to Council’s acceptance of the LRFP, the RWQCP is completing the Biosolids Facility Plan in accordance with the LRFP recommendation regarding the solids handling process. Council’s decisions on the Biosolids Facility Plan recommendations shall be the guide to the Solids handling project.

Additionally, the City is considering two projects, one for preprocessing of food scraps, and one for processing of yard trimmings, which would be related to the Biosolids Facilities Plan. These two projects are Components #3 and #4 of the City’s Organics Facilities Plan (OFP) and shall be referred to as Components #3 and #4 of the OFP. These two projects will be managed by the Consultant in the same way as the LRFP projects, except that the funding source is different (largely the City’s Refuse Fund), and therefore the financial management will be kept separate.

CONSULTANT SERVICES

GENERAL

The Consultant shall provide program management for the implementation of the LRFP while maintaining plant operation and full permit compliance at all times. The LRFP would provide an overall rehabilitation as well as new processes and facilities in the existing RWQCP. The program requires the Consultant to provide a large variety of services. The Consultant team shall have experience in competitive bid process and possess a full spectrum of engineering/financial expertise, including structural, civil, process mechanical, instrumentation & controls, environmental, and construction management. Consultant shall be knowledgeable of laws and regulations related to wastewater treatment facilities including NPDES permit regulations, California and Federal air regulations, greenhouse gas regulations, OSHA, and environmental documentation requirements. Consultant shall put together a flexible team with flexible time allocation to accommodate the needs of the program.

The program manager will report to the senior engineer of the RWQCP. For Components #3 and #4 of the OFP, the program manager shall report to the City’s Solid Waste Manager. The Consultant shall become
familiar with the City’s procedures and be an extension of the RWQCP engineering group. It is therefore important that the Consultant team shares common values with the RWQCP staff and a communication style for successful integration with RWQCP staff. It is the RWQCP’s expectation that the Consultant will operate in an advisory capacity on matters requiring decisions, and be able to implement the LRFP with minimal assistance from RWQCP staff. Consultant is not expected to navigate the projects through City procedures, but is expected to provide all support documents needed for RWQCP staff to move the project through City process.

There is limited office space available at the RWQCP. RWQCP staff will work with Consultant to determine how best to accommodate Consultant team for optimal efficiency. Consultant shall keep its work properly organized at all times. As much as possible, records shall be in electronic format compatible with the RWQCP’s software, hardware and security protocols. Records of work shall be available to the RWQCP at all times. City will have ownership rights of all records and documents. Consultant shall not share City documents or information with anyone outside of the City organization, except the Consultant program team, without the City’s approval. Any preliminary design performed by Consultant under this Contract shall be the property of the City and City has the right to allow the design engineer to use the preliminary design documents to complete the final design.

BASIC SERVICES

Task 1: Planning and coordination
Consultant shall review the work requirements of the LRFP, and make projection of the impacts on the RWQCP’s treatment process, operation, and finance. Consultant shall lay out the schedule for the funding, environmental review, design, regulatory, and construction activities for a phased implementation of the LRFP. A separate schedule for Components #3 and #4 of the OFP shall be prepared. Consultant shall plan and coordinate the activities of the various phases/projects to maintain conformance with the LRFP budget and schedule. Consultant shall:

1.1 Determine phasing of work, critical paths, milestones for projects to minimize impact while ensuring the RWQCP complies with regulatory requirements, consistent with the LRFP recommendations

1.2 Set deadlines for funding, permitting, environmental review, design, and construction for the various phases/projects

1.3 Refine and customize program management tools to fit the specific needs of the LRFP, including tools for budget management, schedule management, cash flow & forecasting and accounting & financing

1.4 Develop and maintain a master schedule of all the projects under the LRFP, perform CPM analysis as needed

1.5 Develop and maintain a comprehensive overall program budget and cash flow projection for the LRFP

1.6 Develop reporting tool to provide updates and alert the RWQCP of issues in a timely manner
Task 2: Acquisition and management of project consultants
Consultant shall assist the RWQCP in obtaining the services of consulting engineering firms to complete the environmental documentations and designs of projects under the LRFP and Components #3 and #4 of the OFP, keeping all financial management and billings separate for these two projects. Consultant will not be allowed to propose on any of these projects. Consultant shall:

2.1 Prepare scope of work and Requests for Proposal

2.2 Assist RWQCP staff to navigate project through City’s acquisition process to obtain the engineering services

2.3 Evaluate proposals and assist RWQCP with the selection of engineering firms for the projects

2.4 Oversee and provide consistency across multiple designers and ensure that the designs of multiple projects would result in consistency across multiple contractors

2.5 Develop document management requirements and ensure consistency in project reporting and products

Task 3: Design/Document reviews
Consultant shall conduct review of the reports, plans and specifications prepared by the consulting engineering firms for projects under the LRFP and Components #3 and #4 of the OFP. Consultant shall:

3.1 Coordinate and engage plant staff with projects to ensure proper basis of planning and design

3.2 Review all reports, design submittals, scope changes, project products and establish a QA/QC program

3.3 Coordinate and provide information needed for environmental documents and design of projects, and ensure consistency across multiple projects

3.4 Provide value engineering and constructability review

3.5 Review and ensure regulatory compliance

Task 4: Services for project construction
Consultant shall assist the RWQCP to ensure proper execution of construction contracts under the LRFP and Components #3 and #4 of the OFP. Consultant shall:

4.1 Prepare invitation for bid packages

4.2 Assist RWQCP staff to navigate through City’s acquisition procedures to obtain the contracts for construction of the LRFP projects

4.3 The RWQCP has the option to and may request the Consultant to provide or assist staff with construction management services. Consultant shall prepare the scope and budget. City will amend the Consultant’s annual contract to include the agreed upon fee for the construction
management services. Consultant will then perform the construction management services under the amended Basic Services

4.4 Alternatively, the RWQCP has the option to request Consultant to prepare “Request for Proposal” document to obtain the services of construction management firm to oversee the construction project. Consultant and/or its Sub-consultants may propose on this task

4.5 Coordinate and ensure consistency and continuity across multiple construction projects

4.6 Coordinate multiple construction project activities with plant operations / project phasing / shutdowns

4.7 Coordinate and review the progress of multiple construction projects to ensure that conflicts/issues are resolved by the appropriate parties in a timely manner

4.8 Keep the RWQCP informed of the progress of the projects

Task 5: Services for alternate project delivery
The RWQCP (or the Solid waste Manager in the case of Components #3 and #4) may determine to employ alternate project delivery processes such as the design-build process for certain projects. Consultant shall advise the RWQCP of the pros and cons, and assist the RWQCP to ensure proper execution of the project. Consultant shall:

5.1 Prepare preliminary design to the extent sufficient for the proper bid of the alternate project delivery process such as design-build process.

5.2 Prepare invitation for bid packages for the alternate process such as design-build process. Consultant and its subconsultant are not allowed to bid on the project

5.3 Assist RWQCP staff to navigate through City’s acquisition procedures to obtain the contract for the project

5.4 The RWQCP has the option to and may request the Consultant to provide or assist staff with construction management services. Consultant shall prepare the scope and budget. City will amend the Consultant’s annual contract to include the agreed upon fee for the construction management services. Consultant will then perform the construction management services under the amended Basic Services

5.5 Alternatively, The RWQCP may request Consultant to prepare “Request for Proposal” to obtain the services of construction management firm to oversee the project. Consultant and/or Sub-consultant may propose on this task

Task 6: Budget and schedule management
Consultant shall monitor overall budgets and schedules and maintain conformance with the LRFP budget and schedule. Consultant shall:

6.1 Monitor the budget and schedule of multiple projects under varying phases of design and construction
6.2 Coordinate and monitor funding activities for the projects

6.3 Prepare cash flow and forecast for the individual project and for the combined projects under the program

6.4 Prepare accounting and financing documents/reports for City, partner agencies, and funding agencies

6.5 Document accounting, financing, and reporting activities in sufficient detail, suitable for internal and outside audits

**Task 7: Participation with in-house project**
Consultant shall coordinate with RWQCP engineering group on activities of in-house projects to avoid or resolve any conflicts with schedules or work. Coordination with plant staff shall be an on-going continuous effort of the Consultant’s services.

Consultant may be asked to assist RWQCP staff with minor in-house project design and/or construction management. Upon request by the RWQCP engineering staff, Consultant shall prepare the scope of work and budget. If RWQCP desires Consultant’s service for the minor in-house project, such work shall be performed under the Additional Task component of the contract.

**Task 8: Regulatory and partner agencies liaison**
Consultant shall facilitate with regulatory and partner agencies as a liaison. As needed, Consultant shall:

8.1 Prepare informational material and assist the RWQCP with the presentation of workshops and updates for the City management, Council Committees, City Council, and partner agencies

8.2 Coordinate and prepare applications and regulatory documents as needed for the projects, collaborate with regulatory agencies, establish permit requirements, and assist the RWQCP in the permitting process

8.3 Update and assist the RWQCP with regulatory changes and compliance requirements

**Task 9: Public outreach**
For public relations, the city typically takes a lead role and utilizes outside help on an as needed basis. Consultant shall assist the RWQCP with any required public outreach. Most of the public outreach for the program has been done during the preparation of the LRFP. The RWQCP does not expect any project controversy or a significant need for outside assistance with public outreach. Consultant shall:

9.1 Prepare program communications plan if needed

9.2 Perform technical, regulatory and environmental analyses if needed to prepare for public outreach effort

9.3 Prepare slides, handouts, and outreach materials

9.4 Assist with public meetings

9.5 Incorporate stakeholders/public inputs
9.6 Document the outreach process, issues, discussions, goals, and outcome

Task 10: Funding acquisition
City anticipates funding the LRFP projects with the State Revolving fund loan. Consultant may be required to assist City with funding acquisition. When requested by the RWQCP, assist with acquisition of funding, such as the State Revolving Fund loan or bond financing. With respect to Components #3 and #4 of the OFP, consultant will be asked to seek grant funding from all available sources. Consultant shall be knowledgeable and be prepared to provide the full spectrum of services needed to secure funding. Services would include preparation of the necessary documents required by funding agency, meeting and coordination with funding agency, preparation of documents for council approval, coordination with credit review agency, etc.

Task 11: Project management
Consultant shall provide necessary administration, minutes, proper invoicing meeting funding agencies’ requirements, budget control, project controls, quality assurance and reviews, and professional oversight. Project staffing shall be maintained at acceptable levels to keep the project on schedule, ensure continuity of information, and satisfy the requirements of the scope of work.

ADDITIONAL SERVICES
The City may elect to have the Consultant perform any or all of the following additional services. The consultant shall perform these services only if pre-authorized in writing by the City Project Manager. Proposer shall provide an hourly rate sheet, include annual escalation for future years if any, in the proposal.

1. When requested by the RWQCP, assist with minor in-house project design and construction management

2. Assist City with public outreach efforts in excess of task 9 due to unforeseen controversies

3. Assist City with regulatory compliance or permitting efforts in excess of task 8 due to unforeseen regulatory/permitting changes

PROPOSAL
The proposal shall include the following information at a minimum:

1. Project team – include qualifications, experiences, and availability for the lead member, the key members, the support/resource team, and subconsultants

2. General approach to the project and work plan, separating Components #3 and #4 of the OFP

3. Budget plan – include information on how the team plans to stay within the proposed budget and maintain project flow, separating Components #3 and #4 of the OFP

4. Project understanding and challenges envisioned for the project

5. Consultant firm experience and references
Proposals will be evaluated based on the above information, in the order of importance, and any other relevant information or innovative ideas in the proposal. The RWQCP is requesting a cost proposal for the basic program management tasks, and a separate cost proposal for the construction management task. Construction management cost proposal shall be provided for each project under the program assuming City will use the conventional design-bid process. Cost proposals shall be provided in separate sealed envelope.

The RWQCP understands that the scope of work has many tasks that are dependent on level of service estimates, which are impossible to define at this time. The cost proposals assist the RWQCP in determining the firm’s understanding of the project. The RWQCP will use the fee information to determine whether the fee is fair and reasonable in light of the services to be provided. The cost proposals will also be used by the RWQCP for financial planning purposes. Cost proposals shall include sufficient details on the estimated level of effort so that the RWQCP can evaluate the sufficiency of the proposed budget and perform its financial planning.

It is the RWQCP’s desire to maintain continuity through all the projects for a successful program. The RWQCP anticipates awarding an annual contract, renewable at the end of the contract year for a total of three years initially. At the end of the third contract year, the RWQCP will review the program needs, Consultant and staff working relationship, program progress and quality, among other factors and adjust for future requirements. City has the option to negotiate with Consultant for services beyond the third contract year, or make other arrangements, subject to council approval.

End of Scope of Services
## Exhibit A

Long Range Facility Plan

Tentative Implementation Schedule and Budget

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Start Year</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solids handling Facility</td>
<td>Planning – 2013</td>
<td>$64,000,000</td>
</tr>
<tr>
<td></td>
<td>Phase I – 2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase II – ASAP</td>
<td></td>
</tr>
<tr>
<td>Primary Sedimentation Tank Rehabilitation</td>
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<td>$7,313,000</td>
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<td>Lab &amp; Environmental Services Building</td>
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<tr>
<td>Fixed Film Reactors Structure and Equipment</td>
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<td>Headworks Facility (including Grit Removal System)</td>
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<td>Recycled Water Filters and Chlorine Contact Tank</td>
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<tr>
<td>Joint Interceptor Sewer</td>
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<tr>
<td><strong>Total LRFP Program</strong></td>
<td></td>
<td><strong>$192,502,874.00</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT C – SAMPLE CONTRACT

CITY OF PALO ALTO CONTRACT NO. (XXXXXXXX)

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this day of , , (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and , a , located at (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to (“Project”) and desires to engage a consultant to 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, in 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.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by the City, as needed, with a Task Order assigned and approved by the City’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a City Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and the City may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.
SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through , and may be extended by CITY for up to an additional two (2) 12-month periods (each an “Additional Term”) for a maximum of thirty-six (36) consecutive months, subject to CITY Council’s annual approval of each current year’s budget and appropriation of funds, 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 Dollars ($ ) per year. In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed Dollars ($ ) per year. 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.

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

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

☐ Option A: 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.
Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign ___________ as the to have supervisory responsibility for the performance, progress, and execution of the Services and ___________ as the project 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 ___________ , Department, Division, Palo Alto, CA 94303, Telephone: ___________. 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.
[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 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. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. 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. NONDISCRIMINATE. 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.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

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

CITY OF PALO ALTO

City Manager (Required on contracts over $85,000)
Purchasing Manager (Required on contracts over $25,000)
Contracts Administrator (Required on contracts under $25,000)

CONSULTANT

By: ______________________________
Name: ___________________________
Title: ___________________________

APPROVED AS TO FORM:

Senior Asst. City Attorney
(Required on Contracts over $25,000)

Attachments:

EXHIBIT “A”: SCOPE OF WORK
EXHIBIT “A-1”: ON CALL TASK ORDER (Optional)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES
EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.  
Purchase Requisition No.  

1A. MASTER AGREEMENT NUMBER  
1B. TASK ORDER NO.  
2. CONSULTANT  
3. PERIOD OF PERFORMANCE:  START:   COMPLETION:  
4. TOTAL TASK ORDER PRICE:  $__________________  
BALANCE REMAINING IN MASTER AGREEMENT $__________________  
5. BUDGET CODE:  _______________  
COST CENTER_____________  COST ELEMENT_____________ WBS/CIP___  
PHASE___  
6. CITY ______________________  PROJECT ______________________  
NAME/DEPARTMENT_________________________________________  
MANAGER’S  

7. DESCRIPTION OF SCOPE OF SERVICES  
MUST INCLUDE:  
▪ WORK TO BE PERFORMED  
▪ SCHEDULE OF WORK  
▪ BASIS FOR PAYMENT & FEE SCHEDULE  
▪ DELIVERABLES  
▪ REIMBURSABLES (with “not to exceed” cost)  

8. ATTACHMENTS:  A:  Scope of Services  
B:  __________________________________  

I hereby authorize the performance of the work described above in this Task Order.  
I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:  
CITY OF PALO ALTO  
BY:_____________________
Name ________________________________  Title ________________________________  Date ________________________________  

APPROVED:  
COMPANY NAME: ______________________  
BY:_____________________
Name ________________________________  Title ________________________________  Date ________________________________

City of Palo Alto RFP No. 153692  35 of 50
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>No. of Days/Weeks</th>
<th>Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>From NTP</td>
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<td>9.</td>
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<td>10.</td>
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</tbody>
</table>
EXHIBIT “C”
COMensation

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed $ . CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed $ . Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed $ and the total compensation for Additional Services does not exceed $.

<table>
<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
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<td>Task 2</td>
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<td>Task 3</td>
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<tr>
<td>Task 5</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>( )</td>
</tr>
<tr>
<td>Sub-total Basic Services</td>
<td>$</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>$</td>
</tr>
</tbody>
</table>
Total Basic Services and Reimbursable expenses $ 

Additional Services (Not to Exceed) $ 

Maximum Total Compensation $ 

**REIMBURSABLE EXPENSES**

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

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

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $ shall be approved in advance by the CITY’s project manager.

**ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:
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 $ ___________. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed $ ___________. 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.

REIMBURSABLE EXPENSES

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

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All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $ ___________ shall be approved in advance by the CITY’s project manager.

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[OPTIONAL] Work required because the following conditions are not satisfied or are exceeded shall be considered as Additional Services:
EXHIBIT “C-1”
HOURLY RATE SCHEDULE
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>- EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:
A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

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

C. NOTICE OF CANCELLATION

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

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

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303
## Attachment D
SAMPLE TABLE FORMAT
QUALIFICATIONS OF FIRM RELATIVE TO CITY’S NEEDS

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client</th>
<th>Description of work performed</th>
<th>Total Project Cost</th>
<th>Percentage of work firm as responsible for</th>
<th>Period work was completed</th>
<th>Client contact information*</th>
</tr>
</thead>
</table>

Did your firm meet the project schedule (Circle one) : Yes  No

Give a brief statement of the firm’s adherence to the schedule and budget for the project:

Did your firm meet the project schedule (Circle one) : Yes  No

Give a brief statement of the firm’s adherence to the schedule and budget for the project:

Did your firm meet the project schedule (Circle one) : Yes  No

Give a brief statement of the firm’s adherence to the schedule and budget for the project:

Did your firm meet the project schedule (Circle one) : Yes  No

Give a brief statement of the firm’s adherence to the schedule and budget for the project:

*Include name, title and phone number.
## Attachment E

### SAMPLE COST PROPOSAL FORMAT – RFP

(The City is looking for a submittal in this format – content should match cost for scope of services required)

<table>
<thead>
<tr>
<th>Scope Year One</th>
<th>Labor Categories (e.g., Consultant, Sr. Consultant, etc.)</th>
<th>Est. Hours</th>
<th>Hourly Rate</th>
<th>Extended Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Travel and Living Expenses</td>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>TOTAL NOT TO EXCEED, TASK 1</td>
<td></td>
<td>$</td>
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<tr>
<td>Task 2</td>
<td></td>
<td>$</td>
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<tr>
<td>Travel and Living Expenses</td>
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<tr>
<td>TOTAL NOT TO EXCEED, TASK 2</td>
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<tr>
<td>Task 3</td>
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<tr>
<td>Travel and Living Expenses</td>
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<tr>
<td>TOTAL NOT TO EXCEED, TASK 3</td>
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<tr>
<td><strong>TOTAL NOT TO EXCEED (TASKS 1 – 3) Year 1</strong></td>
<td></td>
<td>$</td>
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</tbody>
</table>
## Attachment E
**SAMPLE COST PROPOSAL FORMAT – RFP**

(The City is looking for a submittal in this format – content should match cost for scope of services required)

<table>
<thead>
<tr>
<th>Scope Year Two</th>
<th>Labor Categories (e.g., Consultant, Sr. Consultant, etc.)</th>
<th>Est. Hours</th>
<th>Hourly Rate</th>
<th>Extended Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
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<tr>
<td>TOTAL NOT TO EXCEED, TASK 1</td>
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<tr>
<td>Task 2</td>
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<td>TOTAL NOT TO EXCEED, TASK 2</td>
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<td>Task 3</td>
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<td>TOTAL NOT TO EXCEED, TASK 3</td>
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<tr>
<td>TOTAL NOT TO EXCEED (TASKS 1 – 3) For Year 2</td>
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</tbody>
</table>
Attachment E  
SAMPLE COST PROPOSAL FORMAT – RFP

(The City is looking for a submittal in this format – content should match cost for scope of services required)

<table>
<thead>
<tr>
<th>Scope Year Three</th>
<th>Labor Categories (e.g., Consultant, Sr. Consultant, etc.)</th>
<th>Est. Hours</th>
<th>Hourly Rate</th>
<th>Extended Rate</th>
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</thead>
<tbody>
<tr>
<td>Task 1</td>
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<td><strong>TOTAL NOT TO EXCEED, TASK 1</strong></td>
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<td><strong>TOTAL NOT TO EXCEED, TASK 2</strong></td>
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<td><strong>TOTAL NOT TO EXCEED, TASK 3</strong></td>
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<tr>
<td><strong>TOTAL NOT TO EXCEED (TASKS 1 – 3) For Year 3</strong></td>
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<td>$</td>
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</tr>
</tbody>
</table>
## Attachment E
### SAMPLE COST PROPOSAL FORMAT – RFP

(The City is looking for a submittal in this format – content should match cost for scope of services required)

<table>
<thead>
<tr>
<th>Scope (Total for Years 1 - 3)</th>
<th>Labor Categories (e.g., Consultant, Sr. Consultant, etc.)</th>
<th>Est. Hours</th>
<th>Hourly Rate</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
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<tr>
<td>TOTAL NOT TO EXCEED, TASK 1</td>
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<td></td>
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<tr>
<td>Task 2</td>
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<td>$</td>
<td>$</td>
<td></td>
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<tr>
<td>TOTAL NOT TO EXCEED, TASK 2</td>
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<td>$</td>
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<tr>
<td>Task 3</td>
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<tr>
<td>TOTAL NOT TO EXCEED, TASK 3</td>
<td></td>
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<td>$</td>
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<tr>
<td>TOTAL NOT TO EXCEED (TASKS 1 – 3) Yrs. 1 - 3</td>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PERSONAL INJURY, BROAD FORM</td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROPERTY DAMAGE BLANKET, CONTRACTUAL, AND FIRE LEGAL</td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>LIABILITY</td>
<td>COMBINED.</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>ALL OWNED, HIRED, NON-OWNED</td>
<td>- EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>- EACH OCCURRENCE</td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND</td>
<td>BODILY INJURY AND PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND</td>
<td>- ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>NEGLIGENT PERFORMANCE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.
B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

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

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.