Summary Title: Award of PDS On-Call Contracts (Planning)

Title: Approval of Eight On-call Consulting Contracts Totaling $1.5 Million Over a Four-Year Term to Provide Expertise for Long Range Planning Projects, Application Processing, and Environmental Review in the Department of Planning & Development Services, With all Work Subject to Assigned Task Order and Availability of Funds

From: City Manager

Lead Department: Planning and Development Services

Recommendation
Staff recommends that Council approve and authorize the City Manager or his designee to execute the following eight contracts. The total cumulative contract authority for all contracts combined is not to exceed $1.5 million over a four-year term. The firms will provide on-call support associated with long range planning, application processing, historic and environmental review. Use of the contracts must be consistent with the funding available in the adopted budget(s). The contracts are:

a. Contract C20178879 with Arnold Mammarella Architecture and Consulting;
b. Contract C20178878 with Metropolitan Planning Group;
c. Contract C20178882 with Placeworks, Inc.;
d. Contract C20178877 with Lexington Planning;
e. Contract C20178891 with Michael Baker International, Inc.;
f. Contract C20178881 with Page Southerland Page AE;
g. Contract C20178883 with Rincon, and;
h. Contract C20178884 with Urban Planning Partners, Inc.

Executive Summary
The Planning & Development Services (PDS) Department uses “on-call” consultants to secure specific expertise for a variety of Current Planning and Long-Range Planning projects. The
current contracts expire on July 1, 2020. The department conducted a competitive solicitation process to identify the firms best-suited to provide specific expertise and consultant support on an as-needed basis. Approval of these contracts address gaps in expertise and provide supplemental staff resources.

The cost for many of these on-call services are offset by fees for service, as listed in the Municipal Fee Schedule. For example, environmental services for private development projects would all be offset by development application fees. Long range planning services are not fully covered by fees. These services may include preparation of a Housing Element, economic analyses, or development of new policies or municipal codes.

Although the original anticipated contract amount was $5.0 million, given the current financial constraints imposed by the COVID-19 pandemic, staff requests Council approval for an initial, reduced, contract authority of up to $1.5 million. It is anticipated that within the next two years, as the economy improves or more work is directed by the City Council, staff will need to return to Council for additional contract authority. Staff negotiated with these firms resulting in a rate reduction for most contracts in the range of 10 – 15% percent from the rates they initially proposed, providing increased value for the City.

The Department will only assign work to consultants when projects require specific expertise not available through city staff. Further, no work will be commenced under these contracts unless funding is available within the Adopted Operating Budget.

Discussion
The Department’s existing three year on-call contracts, approved in 2017, are expiring. Staff anticipates the need for consultant planning services to support department activities. New contracts are needed to ensure continued service delivery that is efficient, reliable, responsive, and cost-effective.

The department relies on the use of on-call service providers to provide expertise such as architectural consulting, historic preservation review, and environmental review. Consultants have also addressed needs in workload related to development activity (applications submitted) and additions to the department’s work program. The department selects a pool of on-call consultants to keep selected firms competitive in the areas of capabilities and pricing and available to assist on short-term notice.

The City issued a Request for Proposals (RFP) on December 23, 2019 to identify consultants with extensive experience working with public entities. The RFP provided a complete list of the types of services that PDS may need from on-call consultants over the next four years. The City received 14 proposals by the February 6, 2020 due date. An evaluation panel reviewed and
scored all qualifying proposals. Based on the department’s evaluation of proposals, eight firms were selected to provide planning and environmental services. Selected consultants for these four-year on-call contracts are: Arnold Mammarella Architecture and Consulting, Metropolitan Planning Group, Lexington Consulting, Placeworks, Inc., Page Southerland Page AE, Michael Baker International, Rincon, and Urban Planning Partners. The competitive process resulted in several new firms joining the on-call pool, ensuring the City can achieve the best-value for taxpayers and preventing the City from becoming too reliant on any single firm. This will allow Department staff to quickly access the professional skills and assistance needed for a specific project and to utilize the best consulting firm for each project based on experience and cost, while carefully and cautiously monitoring use. This could result in heavy use of some consultants and light use of others, all within the department’s approved budget.

Fees are collected for current planning projects to offset the costs of the contracts that are used to support the work. Consultants are used for long range planning work, including planning documents and ordinance updates related to housing laws. Long range planning efforts are not fully fee supported. Over the next four years, PDS anticipates that significant long-range planning efforts will be needed (e.g., work associated with the housing work plan) or otherwise required (e.g. updates to the Housing Element and regulations implementing state housing laws). These efforts will likely require specific expertise from on-call consultants to complete.

On-call contracts are only utilized when the need arises. These consultants are not guaranteed work but are available as needed for work up to the contracted amount. No work will be issued unless sufficient funding is available in the Adopted Operating Budget. The consultants’ work under each individual contract will have to be authorized by the City in advance, allowing flexibility to carefully monitor contract use and address program need.

**Resource Impact**

Approval of the recommended contracts will allow the department to continue utilizing consultants for specific expertise. Rather than requesting the $5.0 million originally anticipated, staff is taking a cautious approach by requesting approval of $1.5 million in total contract authority with the expectation of returning to Council to amend the contracts within the next two years if additional contract authority is needed. Further, staff reached out to these firms to negotiate rates, resulting in a reduction to most contracts of 10 – 15% to their initially proposed rates for Fiscal Year 2021. The cost of the contracts is partially offset by fees collected by the department for application processing, consistent with the Adopted Municipal Fee Schedule.

Use of contractors for planning work is contingent on (1) approved contracts with capacity to support the required scope; and (2) availability of funding in the department’s approved budget. No work will be assigned to consultants under these contracts unless there is sufficient
operating budget to cover the costs.

**Stakeholder Engagement**
Professional planners and managers in the PDS Department participated in the development of the selection criteria, drafting of the RFP, review of proposal, and conducted interviews with top firms. Following assessment and discussion by the internal panel formal recommendations to award contracts to multiple firms were made. No additional outreach was necessary.

**Environmental Review**
Approval of these contracts is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it allows the PDS Department to utilize specialized expertise to assist in reviewing project applications. It does not approve any physical improvements that could affect the environment; therefore it can be seen with certainty that there is no possibility the project would have an effect on the environment.

**Attachments:**
- Attachment A: Contract No. C20178879 with Arnold Mammarella Architecture and Consulting
- Attachment B: Contract No. C20178878 with M-Group
- Attachment C: Contract No. C20178882 with Placeworks Inc
- Attachment D: Contract No. C20178877 with Lexington Planning
- Attachment E: Contract No. C20178891 with Michael Baker International Inc
- Attachment F: Contract No. C20178881 with Page Southerland Inc
- Attachment G: Contract No. C20178883 with Rincon Consultants
- Attachment H: Contract No. C20178884 with Urban Planning
CITY OF PALO ALTO CONTRACT NO. C20178879

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
ARNOLD MAMMARELLA ARCHITECTURE & CONSULTING
FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and ARNOLD MAMMARELLA ARCHITECTURE & CONSULTING, a sole proprietor, located at 1569 Solano Avenue, #411, Berkeley, CA 94707 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and ("Project") and desires to engage a consultant to provide services in connection with the Project ("Services").

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.
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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 CITY.

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

SECTION 12. SUBCONTRACTING.

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

Marget Netto  
332 Clifton Avenue,  
San Carlos, CA 94070

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

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.
SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

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

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.
SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 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 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:

(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public
works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 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.

27.10 All unchecked boxes do not apply to this Agreement.
27.11 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.

27.12 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

APPROVED AS TO FORM:

__________________________________
City Attorney or designee

Attachments:

EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. ON-CALL PLANNING SUPPORT

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

**Planning**

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including re-zonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.

- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City’s and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintains Department and/or Citywide GIS feature classes

**Environmental Planning**

CONSULTANT shall provide the following services as needed:

- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  - Cultural and Historical Evaluations
  - Biological studies
  - Noise Studies
  - Air Quality Studies
  - Transportation Studies
  - Water Quality/Supply Studies
  - Stormwater/Wastewater Control and Management
  - Hazards and Hazardous Materials Studies
  - Green House Gas emissions
  - Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other city departments, sub-consultants, and outside agencies
- Coordinate and distribute environmental documents and notices
- Provide electronic and printed copies of all environmental documents
- Prepare Mitigation Monitoring and Reporting Program (MMRP)
- Present and attend public meetings, when applicable and upon request
- Respond to public inquiries as directed by planning staff
- Perform related duties and responsibilities as required

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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. ISSUE DATE
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 ___________________ MANAGER’S NAME/DEPARTMENT ___________________________
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 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 ____________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(Not Applicable for on-call service agreement)
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,
additional services, and reimbursable expenses shall not exceed the amount(s) stated in
Section 4 of this Agreement. CONSULTANT agrees to complete all Services and
Additional Services, including reimbursable expenses, within this/these amount(s). Any
work performed or expenses incurred for which payment would result in a total exceeding
the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set
forth in Exhibit C-1. The additional services scope, schedule and maximum compensation
shall be negotiated and agreed to in writing by the CITY’s Project Manager and
CONSULTANT prior to commencement of the services. Payment for additional services
is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

Hourly rates shall be effective to June 30, 2022.

<table>
<thead>
<tr>
<th>Staff</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Project Manager/Consultant Architect</td>
<td>$120</td>
</tr>
<tr>
<td>On-Call Senior Planner/Environmental Planner</td>
<td>$105</td>
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</table>

Hourly rates shall be effective from July 1, 2022 through June 30, 2024.

<table>
<thead>
<tr>
<th>Staff</th>
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</thead>
<tbody>
<tr>
<td>Principal/Project Manager/Consultant Architect</td>
<td>$128</td>
</tr>
<tr>
<td>On-Call Senior Planner/Environmental Planner</td>
<td>$115</td>
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</tbody>
</table>

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>
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<tr>
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<td>WORKER’S COMPENSATION</td>
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<tr>
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<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>
<td>$1,000,000</td>
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<td>PROPERTY DAMAGE</td>
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<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY - EACH PERSON</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td></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>
<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 INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569
OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
Certificate Of Completion

Envelope Id: 8694E4E5677943859F01710BBCEFBC2B
Status: Completed
Subject: Please DocuSign: C20178879 - Mammarella - 06052020.pdf
Source Envelope:

Document Pages: 19
Certificate Pages: 2
Initials: 0

Envelope Originator:

Terry Loo
250 Hamilton Ave
Palo Alto, CA 94301
Terry.Loo@CityofPaloAlto.org
IP Address: 199.33.32.254

Record Tracking

Status: Original

6/8/2020 9:21:54 AM
Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto

Signer Events

Arnold Mammarella
arnold@mammarellaarchitecture.com
Principal
Security Level: Email, Account Authentication (None)
Signature: Arnold Mammarella
Signature Adoption: Pre-selected Style
Using IP Address: 76.126.222.34
Viewed: 6/8/2020 2:08:14 PM
Signed: 6/8/2020 2:12:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature
Timestamp

Editor Delivery Events

Status
Timestamp

Agent Delivery Events

Status
Timestamp

Intermediary Delivery Events

Status
Timestamp

Certified Delivery Events

Status
Timestamp

Carbon Copy Events

Status
Timestamp

Sarah McRee
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Sent: 6/8/2020 2:12:22 PM
Viewed: 6/8/2020 2:38:32 PM

Sherry Nikzat
sherry.nikzat@cityofpaloalto.org
Sr. Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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<td>Envelope Sent</td>
<td></td>
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</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C20178878

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

METROPOLITAN PLANNING GROUP FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and METROPOLITAN PLANNING GROUP, a California corporation, located at 307 Orchard City Drive, Suite 100, Campbell CA 95008 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and (“Project”) and desires to engage a consultant to provide services in connection with the Project (“Services”).

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 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 June 30, 2024 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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 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.

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.

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

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

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

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

SECTION 16. INDEMNITY.
16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 Chief Procurement Officer 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
SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 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 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:

(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.
27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9. 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.

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

27.13 Non-Solicitation. The City shall not proactively solicit or lobby M-Group
staff engaged under this contract to apply for City employment during the Term of this Agreement and for 12 months afterwards.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

____________________________
City Manager

APPROVED AS TO FORM:

____________________________
City Attorney or designee

METROPOLITAN PLANNING GROUP

By: Geoff Bradley
Name: Geoff Bradley
Title: PRESIDENT

By: Heather Bradley
Name: Heather Bradley
Title: Principal

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. ON-CALL PLANNING SUPPORT

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

**Planning**

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including re-zonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.

- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City’s and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintains Department and/or Citywide GIS feature classes

**Environmental Planning**

**CONSULTANT shall provide the following services as needed:**

- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  - Cultural and Historical Evaluations
  - Biological studies
  - Noise Studies
  - Air Quality Studies
  - Transportation Studies
  - Water Quality/Supply Studies
  - Stormwater/Wastewater Control and Management
  - Hazards and Hazardous Materials Studies
  - Green House Gas emissions
  - Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other city departments, sub-consultants, and outside agencies
- Coordinate and distribute environmental documents and notices
- Provide electronic and printed copies of all environmental documents
- Prepare Mitigation Monitoring and Reporting Program (MMRP)
- Present and attend public meetings, when applicable and upon request
- Respond to public inquiries as directed by planning staff
- Perform related duties and responsibilities as required

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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. ISSUE DATE
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 ____________________ MANAGER’S
   NAME/DEPARTMENT ____________________________________________
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  APPROVED: COMPANY NAME: ____________________________
BY: ________________________________  BY: ________________________________
Name ________________________________  Name ________________________________
Title ________________________________  Title ________________________________
Date ________________________________  Date ________________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(Not Applicable for on-call service agreement)
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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Staff</th>
<th>FY20-21</th>
<th>FY21-22</th>
<th>FY22-23</th>
<th>FY23-24</th>
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<tr>
<td>Social Media Coordinator</td>
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<tr>
<td>Associate Planner</td>
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<td>Assistant Urban Designer</td>
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<tr>
<td>Social Media Coordinator</td>
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<td>Public Art Specialist</td>
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<tr>
<td>Senior Environmental Planner</td>
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<td>Principal Planner</td>
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<td>$200</td>
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</table>
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>
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<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
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<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
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<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
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<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>
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<td></td>
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<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
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<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
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<td>- EACH PERSON</td>
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<td>PROPERTY DAMAGE</td>
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<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
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<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>
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<tr>
<td>YES</td>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

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
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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
## Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: C20178878 M-Group - 06052020.pdf

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**Signer Events**

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<th><a href="mailto:geo@mplanninggroup.com">geo@mplanninggroup.com</a></th>
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**Heather Bradley**  
hbradley@m-group.us  
Principal  
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**Electronic Record and Signature Disclosure:**  
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**In Person Signer Events**

| Sherry Nikzat | sherry.nikzat@cityofpaloalto.org | Sr. Management Analyst  
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CITY OF PALO ALTO CONTRACT NO. C20178882

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

PLACEWORKS, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and PLACEWORKS, INC., a California corporation, located at 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and (“Project”) and desires to engage a consultant to provide services in connection with the Project (“Services”).

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 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 June 30, 2024 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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 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.

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.

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

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

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

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

SECTION 16. INDEMNITY.
16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including reasonable 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 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 Chief Procurement Officer 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
SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 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 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:

(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.
27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.

27.12 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

APPROVED AS TO FORM:

____________________________
City Attorney or designee

PLACEWORKS, INC.

By: Randal W. Jackson
Name: Randal W. Jackson
Title: President

By: Keith McCann
Name: Keith McCann
Title: CEO

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1” PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. **ON-CALL PLANNING SUPPORT**

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

**Planning**

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including re-zonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.

- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City's and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintains Department and/or Citywide GIS feature classes

**Environmental Planning**

**CONSULTANT shall provide the following services as needed:**

- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  - Cultural and Historical Evaluations
  - Biological studies
  - Noise Studies
  - Air Quality Studies
  - Transportation Studies
  - Water Quality/Supply Studies
  - Stormwater/Wastewater Control and Management
  - Hazards and Hazardous Materials Studies
  - Green House Gas emissions
  - Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other city departments, sub-consultants, and outside agencies
- Coordinate and distribute environmental documents and notices
- Provide electronic and printed copies of all environmental documents
- Prepare Mitigation Monitoring and Reporting Program (MMRP)
- Present and attend public meetings, when applicable and upon request
- Respond to public inquiries as directed by planning staff
- Perform related duties and responsibilities as required

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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.

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Requisition No.</td>
<td></td>
</tr>
</tbody>
</table>

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:  COMPANY NAME: ____________________________
CITY OF PALO ALTO  ____________________________
BY: ____________________________ BY: ____________________________
Name ____________________________ Name ____________________________
Title ____________________________ Title ____________________________
Date ____________________________ Date ____________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(Not Applicable for on-call service agreement)
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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>STAFF LEVEL</th>
<th>HOURLY BILL RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$215-$285</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$190-$200</td>
</tr>
<tr>
<td>Senior Associate/Senior Scientist</td>
<td>$160-$185</td>
</tr>
<tr>
<td>Associate/Scientist</td>
<td>$135-$145</td>
</tr>
<tr>
<td>Project Planner/Project Scientist</td>
<td>$105-$125</td>
</tr>
<tr>
<td>Planner/Assistant Scientist</td>
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<tr>
<td>Graphics Specialist</td>
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<tr>
<td>Administrator</td>
<td>$145-$170</td>
</tr>
<tr>
<td>Clerical/Word Processing</td>
<td>$45-$130</td>
</tr>
<tr>
<td>Intern</td>
<td>$75-$80</td>
</tr>
</tbody>
</table>

Subconsultants are billed at cost plus 10%
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>Bodily Injury $1,000,000</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 &amp; Property Damage Combined $1,000,000</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>Automobile Liability, Including All Owned, Hired, Non-Owned</td>
<td>Bodily Injury $1,000,000 &amp; Property Damage $1,000,000</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>Professional Liability, Including Errors and Omissions, Malpractice (When Applicable), and Negligent Performance</td>
<td>All Damages $1,000,000</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 insureds City, its council members, officers, agents, and employees.

I. Insurance Coverage Must Include:
   A. A contractual liability endorsement providing insurance coverage for contractor’s agreement to indemnify City.

II. Contractor must submit certificates(s) of insurance evidencing required coverage at the following URL: [https://www.planetbids.com/portal/portal.cfm?CompanyID=25569](https://www.planetbids.com/portal/portal.cfm?CompanyID=25569).

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...
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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569
OR
HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS HOW TO.ASP
Certificate Of Completion

Envelope Id: E8B1CE10632543F4AADD543C0916803
Status: Completed
Subject: Please DocuSign: C20178882 Placeworks - 06052020.pdf
Source Envelope:
Document Pages: 18
Certificate Pages: 2
Signatures: 2
Initials: 0
Envelope Originator:
Terry Loo
250 Hamilton Ave
Palo Alto, CA 94301
Terry.Loo@CityofPaloAlto.org
IP Address: 199.33.32.254

Record Tracking
Status: Original
6/8/2020 9:39:00 AM
Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto

Signer Events
Randal W. Jackson
rjackson@placeworks.com
President
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 108.184.92.232
Signtaure
Resent: 6/8/2020 3:34:09 PM
Viewed: 6/8/2020 10:05:05 AM
Signed: 6/8/2020 4:57:06 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Keith McCann
kmccann@placeworks.com
CEO
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 108.184.92.232

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events
Signature
Timestamp

Editor Delivery Events
Status
Timestamp

Agent Delivery Events
Status
Timestamp

Intermediary Delivery Events
Status
Timestamp

Certified Delivery Events
Status
Timestamp

Carbon Copy Events
Status
Timestamp
Sarah McRee
Sent: 6/8/2020 5:00:24 PM
Viewed: 6/8/2020 8:59:13 PM
Sarah.McRee@CityofPaloAlto.org
Senior Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
<table>
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<th>Carbon Copy Events</th>
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<th>Timestamp</th>
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<tbody>
<tr>
<td>Sherry Nikzat</td>
<td></td>
<td>Sent: 6/8/2020 5:00:25 PM</td>
</tr>
<tr>
<td><a href="mailto:sherry.nikzat@cityofpaloalto.org">sherry.nikzat@cityofpaloalto.org</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. Management Analyst</td>
<td></td>
<td></td>
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<tr>
<td>City of Palo Alto</td>
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<tr>
<td>Security Level: Email, Account Authentication</td>
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<td>(None)</td>
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<tr>
<td><strong>Electronic Record and Signature Disclosure:</strong></td>
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<table>
<thead>
<tr>
<th>Witness Events</th>
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<table>
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<table>
<thead>
<tr>
<th>Envelope Summary Events</th>
<th>Status</th>
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<tbody>
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<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
<td>6/8/2020 5:00:25 PM</td>
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<tr>
<td>Signing Complete</td>
<td>Security Checked</td>
<td>6/8/2020 5:00:25 PM</td>
</tr>
<tr>
<td>Completed</td>
<td>Security Checked</td>
<td>6/8/2020 5:00:25 PM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Events</th>
<th>Status</th>
<th>Timestamps</th>
</tr>
</thead>
</table>
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
LEXINGTON PLANNING LLC FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and LEXINGTON PLANNING LLC, a limited liability company, located at 2083 Vine Street, Berkeley CA 94709 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and ("Project") and desires to engage a consultant to provide services in connection with the Project ("Services").

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 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 June 30, 2024 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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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. CONSULTANT makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with the CONSULTANT’s 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 endeavor to comply 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s negligent errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 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.

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.

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

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. 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
SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 Chief Procurement Officer 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.

19.6. The CITY and CONSULTANT shall make a good faith effort of negotiation and/or mediation prior to commencement of formal legal proceedings.

SECTION 20. NOTICES.
All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 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 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:

(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or if the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more
SECTION 27. MISCELLANEOUS PROVISIONS.

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.

27.12 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

APPROVED AS TO FORM:

City Attorney or designee

LEXINGTON PLANNING LLC

By: Jean Eisberg
Name: Jean Eisberg
Title: Manager

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1” PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. ON-CALL PLANNING SUPPORT

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

Planning

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including re-zonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.
- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City's and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and/or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintain Department and/or Citywide GIS feature classes

**Environmental Planning**

**CONSULTANT shall provide the following services as needed:**
- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes.
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  - Cultural and Historical Evaluations
  - Biological studies
  - Noise Studies
  - Air Quality Studies
  - Transportation Studies
  - Water Quality/Supply Studies
  - Stormwater/Wastewater Control and Management
  - Hazards and Hazardous Materials Studies
  - Green House Gas emissions
  - Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other City departments, sub-consultants, and outside agencies.
- Coordinate and distribute environmental documents and notices.
- Provide electronic and printed copies of all environmental documents.
- Prepare Mitigation Monitoring and Reporting Program (MMRP).
- Present and attend public meetings, when applicable and upon request.
- Respond to public inquiries as directed by planning staff.
- Perform related duties and responsibilities as required.

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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. ISSUE DATE
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 NAME/DEPARTMENT ____________________________
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: APPROVED:
CITY OF PALO ALTO COMPANY NAME: ______________________
BY: ________________________ BY: ________________________
Name ________________________ Name ________________________
Title ________________________ Title ________________________
Date ________________________ Date ________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(Not Applicable for on-call service agreement)
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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
These rates shall be subject to review periodically and may change if agreed upon by both parties.

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<tr>
<th>Staff</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$155</td>
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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:

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

I. INSURANCE COVERAGE MUST INCLUDE:
   A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS HOW_TO.ASP
Certificate Of Completion
Envelop Id: C9BCE3500BDF4EC3A6548E1AF936E69C
Status: Completed
Subject: Please DocuSign: C20178877 Lexington - 06052020.pdf
Source Envelope:
Document Pages: 19  Signatures: 1
Certificate Pages: 1  Initials: 0
AutoNav: Enabled
EnvelopeStmping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Terry Loo
250 Hamilton Ave
Palo Alto , CA  94301
Terry.Loo@CityofPaloAlto.org
IP Address: 199.33.32.254

Record Tracking
Status: Original
6/8/2020 9:18:51 AM
Holder: Terry Loo
Terry.Loo@CityofPaloAlto.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Palo Alto
Location: DocuSign

Signer Events
Signature
Timestamp
Jean Eisberg
jean@lexingtonplanning.com
Principal
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 173.8.155.193

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events
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Timestamp

Editor Delivery Events
Status
Timestamp

Agent Delivery Events
Status
Timestamp

Intermediary Delivery Events
Status
Timestamp

Certified Delivery Events
Status
Timestamp

Carbon Copy Events
Status
Timestamp

Witness Events
Signature
Timestamp

Notary Events
Signature
Timestamp

Envelope Summary Events
Status
Timestamps
Envelop Sent
Certified Delivered
Security Checked 6/8/2020 9:37:45 AM
Signing Complete
Security Checked 6/8/2020 9:41:30 AM
Completed
Security Checked 6/8/2020 9:41:30 AM

Payment Events
Status
Timestamps
CITY OF PALO ALTO CONTRACT NO. C20178891

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

MICHAEL BAKER INTERNATIONAL, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation, located at 1 Kaiser Plaza, Suite 1150, Oakland, CA 94612 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and (“Project”) and desires to engage a consultant to provide services in connection with the Project (“Services”).

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 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 June 30, 2024 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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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 applicable 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 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.**

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.

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

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. 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; therefore, CONSULTANT shall not be held liable for any modification or reuse of the CITY owned work product for purposes outside its original intent.

**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
SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 concurrent-ly 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 (Commercial General Liability and Automobile Liability) and will not be canceled, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation. 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 Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

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

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

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

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:
To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA  94303

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 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 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:
(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.
27.1. This Agreement will be governed by the laws of the State of California.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9. 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.

27.12 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

MICHAEL BAKER INTERNATIONAL, INC.

By: [Signature]
Name: Bernardo Hernandez
Title: Associate Vice President

APPROVED AS TO FORM:

____________________________
City Attorney or designee

MICHAEAL BAKER INTERNATIONAL, INC.

By: [Signature]
Name: Pam Warfield
Title: Assistant Secretary

Attachments:

EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. ON-CALL PLANNING SUPPORT

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

Planning

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including re-zonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.
- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City’s and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintains Department and/or Citywide GIS feature classes

**Environmental Planning**

**CONSULTANT shall provide the following services as needed:**
- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  - Cultural and Historical Evaluations
  - Biological studies
  - Noise Studies
  - Air Quality Studies
  - Transportation Studies
  - Water Quality/Supply Studies
  - Stormwater/Wastewater Control and Management
  - Hazards and Hazardous Materials Studies
  - Green House Gas emissions
  - Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other city departments, sub-consultants, and outside agencies
- Coordinate and distribute environmental documents and notices
- Provide electronic and printed copies of all environmental documents
- Prepare Mitigation Monitoring and Reporting Program (MMRP)
- Present and attend public meetings, when applicable and upon request
- Respond to public inquiries as directed by planning staff
- Perform related duties and responsibilities as required

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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.

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>ISSUE DATE</th>
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<tbody>
<tr>
<td>Purchase Requisition No.</td>
<td></td>
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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 MANAGER’S NAME/DEPARTMENT________________________________________  
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 ________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE
(Not Applicable for on-call service agreement)
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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Staff Role</th>
<th>Hourly Rate Valid from 7/1/2020 through 6/30/2022</th>
<th>Hourly Rate Valid from 7/1/2022 through 6/30/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$153 - $213</td>
<td>$180 - $250</td>
</tr>
<tr>
<td>Principal I</td>
<td>$153 - $213</td>
<td>$180 - $250</td>
</tr>
<tr>
<td>Principal II</td>
<td>$153 - $213</td>
<td>$180 - $250</td>
</tr>
<tr>
<td>Supervisor</td>
<td>$153 - $213</td>
<td>$180 - $250</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>$128 - $170</td>
<td>$150 - $200</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$128 - $157</td>
<td>$150 - $185</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$111 - $140</td>
<td>$130 - $165</td>
</tr>
<tr>
<td>Principal in Charge</td>
<td>$153 - $213</td>
<td>$180 - $250</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$102 - $136</td>
<td>$120 - $160</td>
</tr>
<tr>
<td>Planner</td>
<td>$102 - $119</td>
<td>$120 - $140</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>$72 - $94</td>
<td>$85 - $110</td>
</tr>
<tr>
<td>Associate Planner</td>
<td>$81 - $106</td>
<td>$95 - $125</td>
</tr>
<tr>
<td>Senior Urban Planner</td>
<td>$102 - $136</td>
<td>$120 - $160</td>
</tr>
<tr>
<td>Senior GIS Specialist</td>
<td>$132 - $140</td>
<td>$155 - $165</td>
</tr>
<tr>
<td>GIS Specialist I</td>
<td>$98 - $115</td>
<td>$115 - $135</td>
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<td>GIS Specialist Technician</td>
<td>$98 - $115</td>
<td>$115 - $135</td>
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<tr>
<td>Graphic Designer</td>
<td>$68 - $106</td>
<td>$80 - $125</td>
</tr>
<tr>
<td>Urban Planner</td>
<td>$102 - $119</td>
<td>$120 - $140</td>
</tr>
<tr>
<td>Assistant Urban Planner</td>
<td>$72 - $94</td>
<td>$85 - $110</td>
</tr>
<tr>
<td>Associate Urban Planner</td>
<td>$81 - $106</td>
<td>$95 - $125</td>
</tr>
<tr>
<td>Senior Historic Planner</td>
<td>$106 - $136</td>
<td>$125 - $160</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$106 - $128</td>
<td>$125 - $150</td>
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<tr>
<td>Designer</td>
<td>$85 - $123</td>
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<td>Web Developer</td>
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<tr>
<td>Administrative Support</td>
<td>$55 - $81</td>
<td>$65 - $95</td>
</tr>
</tbody>
</table>
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>
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<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td>EACH OCCURRENCE AGGREGATE</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 $1,000,000</td>
</tr>
<tr>
<td></td>
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<td>PROPERTY DAMAGE</td>
<td>$1,000,000 $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000 $1,000,000</td>
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<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>$1,000,000 $1,000,000</td>
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<td></td>
<td></td>
<td>EACH PERSON</td>
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<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000 $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000 $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000 $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 $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 INSURED’S CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

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

Professional Services
Rev. April 27, 2018
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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569
OR
HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
<table>
<thead>
<tr>
<th>Carbon Copy Events</th>
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<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherry Nikzat</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sherry.nikzat@cityofpaloalto.org">sherry.nikzat@cityofpaloalto.org</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. Management Analyst</td>
<td></td>
<td></td>
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<tr>
<td>City of Palo Alto</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Level: Email, Account Authentication (None)</td>
<td></td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>Not Offered via DocuSign</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Witness Events</th>
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<table>
<thead>
<tr>
<th>Notary Events</th>
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<th>Timestamp</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Envelope Summary Events</th>
<th>Status</th>
<th>Timestamps</th>
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</thead>
<tbody>
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<td>6/8/2020 3:19:56 PM</td>
</tr>
<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
<td>6/8/2020 3:19:56 PM</td>
</tr>
<tr>
<td>Signing Complete</td>
<td>Security Checked</td>
<td>6/8/2020 3:19:56 PM</td>
</tr>
<tr>
<td>Completed</td>
<td>Security Checked</td>
<td>6/8/2020 3:19:56 PM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Events</th>
<th>Status</th>
<th>Timestamps</th>
</tr>
</thead>
</table>
CITY OF PALO ALTO CONTRACT NO. C20178881

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

PAGE SOUTHERLAND PAGE, INC. dba PAGE SOUTHERLAND PAGE AE, INC.

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and PAGE SOUTHERLAND PAGE, INC. dba PAGE SOUTHERLAND PAGE AE, INC. a Delaware corporation, located at 1100 Louisiana, Suite One, Houston, TX 77002 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and ("Project") and desires to engage a consultant to provide services in connection with the Project ("Services").

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 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 June 30, 2024 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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 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.

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.

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 Barbara Maloney to have supervisory responsibility for the performance, progress, and execution of the Services and Christine Scott Thomson as project manager 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.

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

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

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

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

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

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

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

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section
        2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not
        discriminate in the employment of any person due to that person’s race, skin color, gender, gender
        identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic
        information or condition, 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 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 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:

(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.
SECTION 27. MISCELLANEOUS PROVISIONS.

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.
27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
CONTRACT No. C20178881 SIGNATURE PAGE

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

CITY OF PALO ALTO

________________________________________
City Manager

APPROVED AS TO FORM:

________________________________________
City Attorney or designee

PAGE SOUTHERLAND PAGE, INC. dba
PAGE SOUTHERLAND PAGE AE, INC.

By: Barbara Maloney
Name: Barbara Maloney
Title: Principal and Vice President

By: Catherine J Britt
Name: Catherine J Britt
Title: CFO and Senior Principal

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. ON-CALL PLANNING SUPPORT

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

Planning

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including rezonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development, permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.
- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City's and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and/or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintains Department and/or Citywide GIS feature classes

Environmental Planning

CONSULTANT shall provide the following services as needed:
- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  o Cultural and Historical Evaluations
  o Biological studies
  o Noise Studies
  o Air Quality Studies
  o Transportation Studies
  o Water Quality/Supply Studies
  o Stormwater/Wastewater Control and Management
  o Hazards and Hazardous Materials Studies
  o Green House Gas emissions
  o Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other city departments, sub-consultants, and outside agencies
- Coordinate and distribute environmental documents and notices
- Provide electronic and printed copies of all environmental documents
- Prepare Mitigation Monitoring and Reporting Program (MMRP)
- Present and attend public meetings, when applicable and upon request
- Respond to public inquiries as directed by planning staff
- Perform related duties and responsibilities as required

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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.

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Requisition No.</td>
<td></td>
</tr>
</tbody>
</table>

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 __________________
   MANAGER’S NAME/DEPARTMENT __________________
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 __________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(Not Applicable for on-call service agreement)
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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Staff Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 210.00</td>
</tr>
<tr>
<td>Project Director</td>
<td>$ 185.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 180.00</td>
</tr>
<tr>
<td>Senior Urban Planner</td>
<td>$ 130.00</td>
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<tr>
<td>Urban Planner</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Landscape Architectural Lead</td>
<td>$ 185.00</td>
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<tr>
<td>Landscape Architect II</td>
<td>$ 125.00</td>
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<tr>
<td>Landscape Architect I</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Designer II</td>
<td>$ 95.00</td>
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<tr>
<td>Designer I</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>Administrative Staff</td>
<td>$ 80.00</td>
</tr>
</tbody>
</table>

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-:VI, 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>EACH OCCURRENCE: $1,000,000</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></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>EACH PERSON: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE: $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td></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></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 contractors, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyName=25569.

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, EXTINCUISH 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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_How_TO.ASP
# Certificate Of Completion

**Envelope Id:** 25EAA93A410F748B85B09985F413A882FD  
**Status:** Completed  
**Subject:** Please DocuSign: 20200511_C20178881 Page - 06052020.pdf

**Source Envelope:**
- **Document Pages:** 19  
- **Certificate Pages:** 2  
- **Signatures:** 2  
- **Initials:** 0

**Envelope Originator:**
- **Name:** Terry Loo  
- **Address:** 250 Hamilton Ave, Palo Alto, CA 94301  
- **Email:** Terry.Loo@CityofPaloAlto.org  
- **IP Address:** 199.33.32.254

**Record Tracking**
- **Status:** Original  
- **Holder:** Terry Loo  
- **Location:** DocuSign  
- **Date:** 6/8/2020 9:35:07 AM  
- **Security Appliances Status:** Connected  
- **Storage Appliances Status:** Connected  
- **Pool:** StateLocal  
- **Pool:** City of Palo Alto  
- **Signature:** Signature Adoption: Pre-selected Style  
- **Timestamp:** Signed: 6/8/2020 12:22:24 PM  
- **Using IP Address:** 208.184.53.66

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

**Signer Events**
- **Barbara Maloney**  
- **bmaloney@pagethink.com**  
- **Principal and Vice President**  
- **Security Level:** Email, Account Authentication (None)  
- **Signature:** Signature Adoption: Pre-selected Style  
- **Timestamp:** Sent: 6/8/2020 9:38:43 AM  
- **Viewed:** 6/8/2020 12:17:41 PM  
- **Using IP Address:** 208.184.53.66

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

**Catherine J Britt**  
**cbritt@pagethink.com**  
**CFO and Senior Principal**  
**Security Level:** Email, Account Authentication (None)  
**Signature:** Signature Adoption: Pre-selected Style  
**Timestamp:** Sent: 6/8/2020 12:22:26 PM  
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**Using IP Address:** 208.184.53.76

**In Person Signer Events**
- **Signature**  
- **Timestamp**

**Editor Delivery Events**
- **Status**  
- **Timestamp**

**Agent Delivery Events**
- **Status**  
- **Timestamp**

**Intermediary Delivery Events**
- **Status**  
- **Timestamp**

**Certified Delivery Events**
- **Status**  
- **Timestamp**

**Carbon Copy Events**
- **Sherry Nikzat**  
- **sherry.nikzat@cityofpaloalto.org**  
- **Sr. Management Analyst**  
- **City of Palo Alto**  
- **Security Level:** Email, Account Authentication (None)  
- **Electronic Record and Signature Disclosure:** Not Offered via DocuSign  
- **Signature**  
- **Timestamp:** Sent: 6/8/2020 12:34:09 PM

**COPIED**
## Carbon Copy Events

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<th>Status</th>
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<tbody>
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<td></td>
<td>Sent: 6/8/2020 12:34:09 PM</td>
</tr>
<tr>
<td><a href="mailto:Sarah.McRee@CityofPaloAlto.org">Sarah.McRee@CityofPaloAlto.org</a></td>
<td></td>
<td>Viewed: 6/8/2020 1:12:52 PM</td>
</tr>
<tr>
<td>Senior Management Analyst</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Palo Alto</td>
<td></td>
<td></td>
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## Witness Events

### Notary Events

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<tr>
<th>Event</th>
<th>Signature</th>
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## Envelope Summary Events

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</tr>
<tr>
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<tr>
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## Payment Events

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This Agreement is entered into on this 22nd day of June, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and RINCON CONSULTANTS, INC., a California corporation, located at 180 N. Ashwood Avenue, Ventura, CA 93003 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and (“Project”) and desires to engage a consultant to provide services in connection with the Project (“Services”).

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 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 June 30, 2024 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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 CITY.

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

SECTION 12. SUBCONTRACTING.

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

Hexagon Transportation Consultants, Inc.
4 N 2nd Street, Suite 400,
San Jose, CA 95113
Contact: Gary Black, President

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

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

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

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

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

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

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

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

SECTION 20. NOTICES.
All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 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 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:

(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.
SECTION 27. MISCELLANEOUS PROVISIONS.

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.
27.12 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

APPROVED AS TO FORM:

____________________________
City Attorney or designee

RINCON CONSULTANTS, INC.

By: [Signature]
Name: Stephen Svete
Title: Executive Vice President

By: [Signature]
Name: Richard Daulton
Title: Principal/Secretary

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. ON-CALL PLANNING SUPPORT

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

**Planning**

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including re-zonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.

- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO-related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City’s and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and/or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintains Department and/or Citywide GIS feature classes

Environmental Planning

CONSULTANT shall provide the following services as needed:

- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  - Cultural and Historical Evaluations
  - Biological studies
  - Noise Studies
  - Air Quality Studies
  - Transportation Studies
  - Water Quality/Supply Studies
  - Stormwater/Wastewater Control and Management
  - Hazards and Hazardous Materials Studies
  - Green House Gas emissions
  - Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other city departments, sub-consultants, and outside agencies
- Coordinate and distribute environmental documents and notices
- Provide electronic and printed copies of all environmental documents
- Prepare Mitigation Monitoring and Reporting Program (MMRP)
- Present and attend public meetings, when applicable and upon request
- Respond to public inquiries as directed by planning staff
- Perform related duties and responsibilities as required

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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 __________________
   MANAGER’S NAME/DEPARTMENT_________________________________________
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 ________________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(Not Applicable for on-call service agreement)
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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Professional, Technical &amp; Support Personnel</th>
<th>Hourly Rate valid to June 30, 2021 and shall be Subject to review at that time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal II</td>
<td>$220.80</td>
</tr>
<tr>
<td>Director II</td>
<td>$220.80</td>
</tr>
<tr>
<td>Principal I</td>
<td>$202.40</td>
</tr>
<tr>
<td>Director I</td>
<td>$202.40</td>
</tr>
<tr>
<td>Senior Supervisor II</td>
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<td>Supervisor I</td>
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<td>Senior Professional II</td>
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<td>Senior Professional I</td>
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<td>Professional IV</td>
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<td>Professional III</td>
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<tr>
<td>Professional II</td>
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<td>Professional I</td>
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<td>Associate III</td>
<td>$87.40</td>
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<td>Associate II</td>
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<tr>
<td>Associate I</td>
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<tr>
<td>Project Assistant</td>
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</tr>
<tr>
<td>Senior GIS Specialist</td>
<td>$128.80</td>
</tr>
<tr>
<td>GIS/CADD Specialist II</td>
<td>$115.00</td>
</tr>
<tr>
<td>GIS/CADD Specialist I</td>
<td>$103.04</td>
</tr>
<tr>
<td>Technical Editor</td>
<td>$103.04</td>
</tr>
<tr>
<td>Production Specialist</td>
<td>$80.96</td>
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<tr>
<td>Clerical</td>
<td>$69.00</td>
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**Subcontractor: Hexagon’s Cost Sheet**

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>President</td>
<td>$262.20</td>
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<td>Principal</td>
<td>$225.40</td>
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<tr>
<td>Senior Associate II</td>
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<tr>
<td>Senior Associate I</td>
<td>$197.80</td>
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<tr>
<td>Associate II</td>
<td>$79.40</td>
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<td>Associate I</td>
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<tr>
<td>Admin/Graphics</td>
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<tr>
<td>Senior CAD Tech</td>
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<td>Technician</td>
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</table>

*** Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS. Billing rates shown are effective January 1, 2020 and subject to change January 1, 2021.
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>
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<tbody>
<tr>
<td></td>
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<td>EACH OCCURRENCE</td>
<td>AGGREGATE</td>
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<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
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<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY - EACH PERSON</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

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
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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569
OR
HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS HOW TO.ASP
### Certificate Of Completion

**Envelope Id:** 4AF4F9551D8045688A72811636BC0F81  
**Status:** Completed  
**Subject:** Please DocuSign: C20178883 Rincon - 06052020.pdf  
**Source Envelope:**  
- **Document Pages:** 20  
- **Certificate Pages:** 2  
- **Signatures:** 2  
- **Initials:** 0  
**Envelope Originator:**  
- **Terry Loo**  
- 250 Hamilton Ave  
- Palo Alto, CA 94301  
- Terry.Loo@CityofPaloAlto.org  
**IP Address:** 199.33.32.254

### Record Tracking

- **Status:** Original  
- **Holder:** Terry Loo  
- **Terry.Loo@CityofPaloAlto.org**  
- **Location:** DocuSign  
- **Security Appliance Status:** Connected  
- **Pool:** StateLocal  
- **Storage Appliance Status:** Connected  
- **Pool:** City of Palo Alto  

### Signer Events

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
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</table>
| Stephen Svete  
Svete@rinconconsultants.com  
Executive Vice President  
Rincon Consultants, Inc.  
Security Level: Email, Account Authentication (None)  
Signature Adoption: Pre-selected Style  
Viewed: 6/8/2020 1:58:42 PM  
| Richard Daulton  
RDaulton@rinconconsultants.com  
Principal/Secretary  
Rincon Consultants, Inc.  
Security Level: Email, Account Authentication (None)  
Signature Adoption: Pre-selected Style  
Using IP Address: 71.93.43.221 | Sent: 6/8/2020 1:59:15 PM  
Viewed: 6/8/2020 2:00:00 PM  

### Electronic Record and Signature Disclosure:

- **Not Offered via DocuSign**

### In Person Signer Events

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<th>Signature</th>
<th>Timestamp</th>
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</thead>
</table>
| Sarah McRee  
Sarah.McRee@CityofPaloAlto.org  
Senior Management Analyst  
City of Palo Alto  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
**COPIED** | Sent: 6/8/2020 2:15:51 PM  
**Carbon Copy Events**

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<th>Role</th>
<th>Organization</th>
<th>Security Level</th>
<th>Electronic Record and Signature Disclosure</th>
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<tbody>
<tr>
<td>Sherry Nikzat</td>
<td><a href="mailto:sherry.nikzat@cityofpaloalto.org">sherry.nikzat@cityofpaloalto.org</a></td>
<td>Sr. Management Analyst</td>
<td>City of Palo Alto</td>
<td>Email, Account Authentication</td>
<td>Not Offered via DocuSign</td>
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</tbody>
</table>

**Timestamp**

Sent: 6/8/2020 2:15:51 PM

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<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
<td>6/8/2020 2:15:51 PM</td>
</tr>
<tr>
<td>Completed</td>
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<table>
<thead>
<tr>
<th>Payment Events</th>
<th>Status</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C20178884

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

URBAN PLANNING PARTNERS, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of June, 2020, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and URBAN PLANNING PARTNERS, INC., a California corporation, located at 388 17th Street, Suite 230, Oakland, CA 94612 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide on-call Planning support and ("Project") and desires to engage a consultant to provide services in connection with the Project ("Services").

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-I. 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 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 June 30, 2024 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”, is in an aggregate amount that shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) over the Term across a total of eight (8) consultant agreements (C20178877, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate One Million Five Hundred Thousand Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of $1,500,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, to the extent found to be arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay to the extend found to be caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY’s stated construction budget, CONSULTANT shall make recommendations to 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 CITY.

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

SECTION 12. SUBCONTRACTING.

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

Baseline Environmental Consulting

Page & Turnbull

Hexagon Transportation Consultants

PreVision Design

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

CITY’s project manager is Jodie Gerhardt, Planning & Development Services, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: (650) 329-2575. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

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

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

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 General Liability and Automobile Liability insurance is primary coverage and will not be canceled, by the insurer except after filing with the Purchasing Manager thirty (30) days’ prior written notice of the cancellation. 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 Chief Procurement Officer 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 material failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

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

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 and Zero Waste Requirements.
Preferred Purchasing policies which are available at 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 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:

(a) 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 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.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.
CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in
accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall control.

27.9 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.
27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.

27.12 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

URBAN PLANNING PARTNERS, INC.

By: Lynette Dias
Name: Lynette Dias
Title: President

APPROVED AS TO FORM:

____________________________
City Attorney or designee

Attachments:

EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “A-1”: PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
EXHIBIT “B”: SCHEDULE OF PERFORMANCE (Not Applicable)
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT shall ensure that all contract staff assigned to work under this scope shall complete and file a Form 700, Statement of Economic Interests, which can be found at http://www.fppc.ca.gov/Form700.html. This requirement is consistent with the City of Palo Alto’s Conflict of Interest Code and the California Political Reform Act.

Invoices shall be submitted electronically to PCEContracts@cityofpaloalto.org.

Travel costs to and from City offices will not be reimbursed. Travel outside the Bay Area, if required, 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.

I. ON-CALL PLANNING SUPPORT

From time to time the Planning Division requires additional environmental review services, professional planning services, and technical expertise. CONSULTANT shall provide services as project managers (planning entitlements) or as independent technical consultants.

This support would be in line with, but not limited to the following qualifications and duties:

Planning

CONSULTANT shall provide the following services as needed:

- Process, review and manage routine and complex development entitlements, including re-zonings, Coordinated Area Plans, subdivision maps, architectural reviews, and historic preservation reviews, and associated environmental review as needed.
- Implement the Comprehensive Plan, the Zoning Code, Coordinated Area Plans, Historic Preservation Ordinance, and other city documents, policies, and programs, including the Single Family Individual Review program, as may be applicable, to ensure compliance with its guidelines.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Attend the City’s Development Review Committee (DRC) and preliminary review meetings as needed.
- Prepare and deliver verbal presentations to the Planning and Transportation Commission, City Council, Architectural Review Board, and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.), as well as tracking conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City’s Comprehensive Plan, the Zoning Code, design guidelines,
Coordinated Area Plans, and other City documents, policies, and programs.

- Coordinate annexation applications including related plan services, pre-zoning and other LAFCO related documents.
- Work with the Code Enforcement Division to resolve code issues.
- Perform green building related tasks, including but not limited to the review of development plans for compliance with the City’s and State green building requirements. Oversee the monitoring and maintenance of applicable hardware, software, telephone, and/or other related inventory items.
- Perform related duties and responsibilities, including assistance staffing the planning counter, when required.
- Develop and maintain departmental and or project specific web pages.
- Assist in gathering and presenting data requirements for the upcoming Housing Element Update or other City needs.
- Develop and maintains Department and/or Citywide GIS feature classes

**Environmental Planning**

CONSULTANT shall provide the following services as needed:

- Prepare CEQA and/or NEPA studies and documents, (EIR, MND, ND and CE), in accordance with Local, State, and Federal Statutes
- Provide accurate and defensible environmental determinations.
- Review and/or prepare (and/or uses sub-consultants, as needed) technical documents including but not limited to the following:
  - Cultural and Historical Evaluations
  - Biological studies
  - Noise Studies
  - Air Quality Studies
  - Transportation Studies
  - Water Quality/Supply Studies
  - Stormwater/Wastewater Control and Management
  - Hazards and Hazardous Materials Studies
  - Green House Gas emissions
  - Prepares Environmental Mitigation Studies/Reports
- Coordinate with Planning Staff, other city departments, sub-consultants, and outside agencies
- Coordinate and distribute environmental documents and notices
- Provide electronic and printed copies of all environmental documents
- Prepare Mitigation Monitoring and Reporting Program (MMRP)
- Present and attend public meetings, when applicable and upon request
- Respond to public inquiries as directed by planning staff
- Perform related duties and responsibilities as required

CITY reserves the right to review proposed CONSULTANT staff prior to assignment.
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.

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Requisition No.</td>
<td></td>
</tr>
</tbody>
</table>

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 MANAGER’S NAME/DEPARTMENT________________________________________

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 ____________________________
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(Not Applicable for on-call service agreement)
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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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:

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 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 expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
These rates shall be subject to review periodically and may change if agreed upon by both parties.

<table>
<thead>
<tr>
<th>Staff</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$225 - $300</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$140 - $185</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>$165 - $225</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$130 - $190</td>
</tr>
<tr>
<td>Associate Planner</td>
<td>$110 - $190</td>
</tr>
<tr>
<td>Planner</td>
<td>$ 95 - $120</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>$ 85 - $110</td>
</tr>
<tr>
<td>Intern</td>
<td>$ 75 - $100</td>
</tr>
<tr>
<td>Editor</td>
<td>$125 - $150</td>
</tr>
<tr>
<td>Admin/Word Processing</td>
<td>$ 90 - $125</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates of Key Staff listed on this project</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynette Dias, Principal</td>
<td>$270</td>
</tr>
<tr>
<td>Curtis Banks, Principal Planner</td>
<td>$220</td>
</tr>
<tr>
<td>Leslie Carmichael, Principal Planner</td>
<td>$185</td>
</tr>
<tr>
<td>Carla Violet, Senior Planner/Planning Manager</td>
<td>$185</td>
</tr>
<tr>
<td>Meredith Rupp, Associate Planner</td>
<td>$135</td>
</tr>
<tr>
<td>Emilie Wolfson, Associate Planner</td>
<td>$130</td>
</tr>
<tr>
<td>Brandon Northart, Associate Planner</td>
<td>$125</td>
</tr>
<tr>
<td>Emilio Balingit, Planner</td>
<td>$115</td>
</tr>
<tr>
<td>Sophie Gabel-Scheinbaum, Planner</td>
<td>$110</td>
</tr>
<tr>
<td>Alyssa Chung, Assistant Planner</td>
<td>$100</td>
</tr>
<tr>
<td>Sue Smit, Sr. Word Processor</td>
<td>$110</td>
</tr>
</tbody>
</table>

Subconsultants are billed at cost plus 5%
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></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>AGGREGATE</td>
</tr>
<tr>
<td>YES</td>
<td>Worker’s Compensation 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 $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMBINED</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>Automobile Liability, including all owned, hired, non-owned</td>
<td>BODILY INJURY</td>
<td>$1,000,000 $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH PERSON</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>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>
<tr>
<td>YES</td>
<td>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 SUBCONTRACTORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CONTRACTOR, CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

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 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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP
# Certificate Of Completion

Envelope Id: 600935379C764DF7A613F449DAE46303

**Status:** Completed

**Subject:** Please DocuSign: C20178884 Urban Planning - 06052020.pdf

**Source Envelope:**
- Document Pages: 19
- Certificate Pages: 2
- AutoNav: Enabled
- Envelope Stamping: Disabled

**Time Zone:** (UTC-08:00) Pacific Time (US & Canada)

**Envelope Originator:**
- Terry Loo
- 250 Hamilton Ave
- Palo Alto, CA 94301
- Terry.Loo@CityofPaloAlto.org
- IP Address: 199.33.32.254

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## Record Tracking

**Status:**
- Original

**6/8/2020 9:54:49 AM**

**Holder:** Terry Loo
- Terry.Loo@CityofPaloAlto.org

**Location:** DocuSign

**Security Appliance Status:** Connected

**Pool:** StateLocal

**Storage Appliance Status:** Connected

**Pool:** City of Palo Alto

---

## Signer Events

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynette Dias</td>
<td>6/8/2020 10:11:31 AM</td>
</tr>
<tr>
<td><a href="mailto:Idias@up-partners.com">Idias@up-partners.com</a></td>
<td>6/8/2020 10:11:32 AM</td>
</tr>
<tr>
<td>President</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
</tbody>
</table>

**Security Level:** Email, Account Authentication

**Signature Adoption:** Pre-selected Style

Using IP Address: 24.176.174.20

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

---

## In Person Signer Events

- **Signature**
- **Timestamp**

---

## Editor Delivery Events

- **Status**
- **Timestamp**

---

## Agent Delivery Events

- **Status**
- **Timestamp**

---

## Intermediary Delivery Events

- **Status**
- **Timestamp**

---

## Certified Delivery Events

- **Status**
- **Timestamp**

---

## Carbon Copy Events

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah McRee</td>
<td>6/8/2020 10:11:32 AM</td>
</tr>
<tr>
<td><a href="mailto:Sarah.McRee@CityofPaloAlto.org">Sarah.McRee@CityofPaloAlto.org</a></td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td>Senior Management Analyst</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td>City of Palo Alto</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td>Security Level: Email, Account Authentication (None)</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
</tbody>
</table>

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

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<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherry Nikzat</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td><a href="mailto:sherry.nikzat@cityofpaloalto.org">sherry.nikzat@cityofpaloalto.org</a></td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td>Sr. Management Analyst</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td>City of Palo Alto</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td>Security Level: Email, Account Authentication (None)</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
</tbody>
</table>

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign
<table>
<thead>
<tr>
<th>Witness Events</th>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notary Events</td>
<td>Signature</td>
<td>Timestamp</td>
</tr>
<tr>
<td>Envelope Summary Events</td>
<td>Status</td>
<td>Timestamps</td>
</tr>
<tr>
<td>Envelope Sent</td>
<td>Hashed/Encrypted</td>
<td>6/8/2020 10:11:33 AM</td>
</tr>
<tr>
<td>Payment Events</td>
<td>Status</td>
<td>Timestamps</td>
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</tbody>
</table>