



City of Palo Alto

City Council Staff Report

(ID # 7077)

Report Type: Consent Calendar

Meeting Date: 8/29/2016

Summary Title: Ventura Building Upgrades

Title: Approve and Authorize the City Manager to Execute a Contract With Advanced Design Consultants, Inc., in an Amount Not-to-Exceed \$160,701.00 for Design Services for the Ventura Building, Capital Improvements Program Project PE-15011

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve, and authorize the City Manager or his designee to execute Contract No. C17163901, a professional services agreement with Advance Design Consultants, Inc. (Attachment A), in a not-to-exceed amount of \$160,701 for the design of Ventura Community Center Buildings Mechanical, Electrical and ADA Upgrades (Capital Improvement Program Project PE-15011), including \$146,092 for basic services and \$14,609 for additional services.

Background

The Ventura Community Center is located at 3990 Ventura Court and consists of four buildings constructed in 1955. The buildings (formerly used by Palo Alto Unified School District as an elementary school) are owned by the City of Palo and are currently leased to Palo Alto Community Child Care (PACCC). The Ventura buildings utilize a heat-only mechanical system comprised of in-floor radiant heating with boilers. In the winter of 2013, the radiant floor heating in Building 2 failed, leaving eight rooms at the PACCC without heat. In January 2014, temporary emergency repairs to Building 2 were performed, replacing the failed system with ductless hydronic heating units utilizing the original boiler.

The Ventura Community Center was constructed prior to the passage of the

Americans with Disabilities Act (ADA). In January 2016, the City hired SZS Consulting Group (SZS) to evaluate the Ventura buildings for potential non-compliant items and other physical barriers that do not meet current ADA codes. The findings of SZS will be used by Advance Design Consultants, Inc. (ADC) to design corrections to the most critical ADA deficiencies.

Discussion

Project Improvements

The Ventura Community Center is over 60 years old and in addition to the mechanical and electrical systems having reached the end of their useful lives accessibility improvements to comply with ADA requirements must be addressed.

The scope of this project is to: (1) upgrade the electrical and mechanical systems servicing the buildings that have reached the end of their useful life expectancy, keeping in mind design proficiency, energy savings, code compliance, and aesthetics as well as a redistribution/increase in receptacles to areas in need, air flow, and the inclusion of air conditioning; (2) upgrade and improve the buildings' accessibility by addressing deficiencies identified by the ADA Transition Plan Update (mechanical and electrical, fire/life safety, and parking accessibility barriers); and (3) provide structural upgrades if needed to accommodate the mechanical, electrical, and ADA improvements.

Purchase Agreement between PAUSD and City of Palo Alto

In 1980, the City of Palo Alto purchased the Ventura Community Center property from PAUSD under the terms of the Ventura Purchase Agreement (Agreement). The Agreement gives PAUSD the right to repurchase the property for educational purposes. The Agreement requires the City to notify PAUSD 60 days in advance of making any improvements exceeding a 1980 figure of \$100,000, escalated to current dollars using the applicable Construction Index. With escalation, the current figure is approximately \$290,000. Under the Agreement, PAUSD is not required to pay the value of any improvements as part of the repurchase price if notice of intent to repurchase is given by PAUSD before the end of the 60-day notification. A notification (Attachment B) was provided PAUSD on July 28, 2016, and the 60-day period ends on September 26, 2016.

Consultant Solicitation

A Request for Proposals (RFP) for the project was sent to prospective consultants

and posted online on April 27, 2016. The scope of work outlined in the RFP included a study phase, conceptual design phase, construction document phase, and a bid and construction phase. The following table summarizes the results of the solicitation:

Summary of Solicitation Process		
Proposal Description/Number		Consulting Services for the Ventura Building Improvements
Number of firms notified via email		601
Total Working Days to Respond to Proposal		20
Number of Proposals Received		3
Company Name	Location (City, State)	Selected for Oral Interview?
EDesignC, Inc.	San Francisco, CA No	Yes
Advance Design Consultants, Inc.	San Jose, CA	Yes
Gordon Prill, Inc	Mountain View, CA	Yes
Range of Proposal Amounts Submitted	\$145,504 - \$161,158	

An evaluation committee consisting of representatives from Public Works Engineering Services reviewed the proposals, and invited all three firms to participate in oral interviews on June 22, 2016. The committee carefully reviewed each firm's qualifications and submittal in response to the criteria identified in the RFP. The evaluation committee selected Advance Design Consultants, Inc. (ADC). ADC was selected because of the depth and quality of their design experience that includes past project experience with the City, exceptional qualifications of their proposed project design team, and the strength of their proposed project design approach.

Timeline

The design is scheduled to be completed within 180 calendar days following issuance of the Notice to Proceed. The Ventura buildings will remain functional during the course of the project and construction phase work will be sequenced to minimize impacts on users. If feasible, selected project elements may be accelerated to allow the work to take place during PACCC breaks. Work will be planned in close coordination with PACCC users.

Resource Impact

Funding for the Ventura Building Improvements Project is available in Capital Improvement Program (CIP) Project PE-15011.

Policy Implications

This recommendation does not represent any change to existing City policies.

Environmental Review

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines as repair, maintenance or minor alteration of an existing facility.

Attachments:

- A - Contract with Advance Design Consultant- C17163901 FINAL (PDF)
- B - Written Notice to PAUSD (PDF)

CITY OF PALO ALTO CONTRACT NO. C17163901

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND ADVANCE DESIGN CONSULTANTS FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 22nd day of August, 2016, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **ADVANCE DESIGN CONSULTANTS, INC.** a California corporation, located at 998 Park Avenue, San Jose, CA, 95126 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to upgrade and improve the building services at the Ventura Community Center located at 3990 Ventura Court, Palo Alto (“Project”) and desires to engage a consultant to Provide mechanical, electrical, and ADA design services in connection with the Project (“Services”).

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

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

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, 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.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached at Exhibit “B” unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner 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" ("Basic Services"), and reimbursable expenses, shall not exceed One Hundred Forty Six Thousand Ninety Two Dollars (\$146,092). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed One Hundred Sixty Thousand Seven hundred One Dollars (\$160,701). 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 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.

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

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

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

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Lorenzo Rios

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

CITY's project manager is Matt Raschke, Public Works Department, Engineering Division, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: 650-496-5937, email: Matt.Raschke@CityofPaloAlto.org . 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.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

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

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

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

SECTION 18. INSURANCE.

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

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

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business

days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's 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 because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at 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.

OR

26.1 **CONSULTANT is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate

of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2 CONSULTANT shall comply with the requirements of Exhibit “E” for any contract for public works construction, alteration, demolition, repair or maintenance.

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. C17163901
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

ADVANCED DESIGN CONSULTANTS

City Manager (Contract over \$85k)
Purchasing Manager (Contract over \$25k)
Contracts Administrator (Contract under \$25k)

Officer 1
DocuSigned by:
By: *Lorenzo Rios*
Name: Lorenzo Rios
Title: President

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k)

Officer 2 (Required for Corp. or LLC)

By:
Name: Renato O'Neal
Title:

N/A
Contracts Administrator
(Checklist Approval)

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": HOURLY RATE SCHEDULE
- EXHIBIT "D": INSURANCE REQUIREMENTS

**EXHIBIT “A”
SCOPE OF SERVICES
Ventura Building Improvements**

Work Plan

CONSULTANT’S scope of services for the Ventura Building Improvement Project consists of six Tasks, which include Architectural, Mechanical, Electrical, Structural Engineering and ADA improvements:

- 1 Task 1, Study Phase;
- 2 Task 2, Conceptual Design (30%);
- 3 Task 3, Construction Documentation (60%);
- 4 Task 4, Construction Documentation (90%);
- 5 Task 5, Issue for Permit (100%);
- 6 Task 6, Bid and Construction Assistance.

CONSULTANT’s deliverables will vary depending on the task and recommended improvements to the Mechanical, Electrical and ADA upgrades. CONSULTANT shall attend review meetings with the City staff throughout the project as required.

Task 1: Study Phase

CONSULTANT understands that the Ventura Community Center is an occupied building and will remain so during the entire design process and through the completion of construction. CONSULTANT will be responsible for surveying all the various departments and end-users that will be utilizing the areas of refurbishment to effectively address their desired needs and concerns. CONSULTANT’s study shall identify three strategies and alternatives that will provide maximum benefit to end-users and optimize the functionality and usefulness of the work spaces. The analysis and resulting recommendations shall take into account feasibility and economics as well as accomplishing with minimum downtime and minimum disruption to the occupants.

- 1.1 CONSULTANT shall work with the City’s Project Manager to develop the survey strategy, identify the existing conditions and needs, and develop recommended modifications to meet the critical needs.
- 1.2 CONSULTANT shall perform field investigation of the project site and all existing conditions in conjunction with the findings found in the ADA Transition Plan Update from SZS Consulting Group that may affect the scope of work. CONSULTANT has AutoCAD files of the Ventura Community Center from the emergency repair project that was completed in 2014 and will review any and all additional plans and documentation.

- 1.3 CONSULTANT shall survey the adequacy of the existing mechanical and electrical systems and note/rectify any deficiencies while evaluating the condition and required upgrades for each of the systems.
- 1.4 CONSULTANT shall include strategies and alternatives to replace or retrofit the existing systems and shall describe the feasibility of retrofitting the systems while operating the occupied facility. The analysis and resulting recommendations shall take into account both feasibility and economics.
- 1.5 CONSULTANT shall explore opportunities to conserve energy through consultations with City's energy program.
- 1.6 CONSULTANT shall evaluate the ADA Transition Plan Update and address the requirements to upgrade and/or improve the Ventura Community Center to ADA compliance for the following physical barriers:
 - a) Mechanical and Electrical related barriers;
 - b) Fire/Life Safety barriers;
 - c) Parking barriers including, parking stalls, access aisle, accessible ramp and curb.
- 1.7 CONSULTANT shall develop a budgetary breakdown for the physical barriers listed in item 1.6 to determine which barriers are reasonably within the Project Budget for corrective action.
- 1.8 CONSULTANT shall evaluate the structural modifications necessary to improve and/or upgrade the buildings mechanical, and electrical system and for ADA compliance if necessary.
- 1.9 CONSULTANT shall identify implementation methodologies for the renovation to assist in accommodating existing occupants. Relocation alternatives, rebuilding on a "fast-track" basis, and other alternatives proposed by CONSULTANT shall be considered during this phase to accomplish the work with the least cost and/or minimum disruption to the occupants.
- 1.10 CONSULTANT shall prepare a draft Study Report summarizing the findings of the Study Phase. CONSULTANT shall present the Study Report to the City's Project Manager and appropriate departmental managers in the affected work areas for review and comment. Once a decision on approach, alternates, and recommendations is made by the City, the next phase of the project shall commence.

Task 2: Conceptual Phase (30%)

CONSULTANT's second task shall be to prepare preliminary design drawings, estimated construction costs and project schedule for the City's review and comment at 30% design. CONSULTANT shall evaluate all parameters and observations in preparing a conceptual design to accomplish the City's objectives as outlined in the task described above.

- 2.1. CONSULTANT shall design a more modern system for efficiency, if feasible, and replace/retrofit outdated equipment such that the building systems get an extended life of 30 or more years. CONSULTANT shall provide a life-cycle analysis of new major pieces of

equipment and proposed energy efficient equipment. CONSULTANT shall recommend equipment changes and methodologies in change-out while accommodating existing occupants

- 2.2. CONSULTANT shall provide design to retrofit the physical barriers found in the ADA Transition Plan Update that were addressed in Task 1 Item 1.6 and found to be reasonably within the Project Budget per City's direction.
- 2.3. CONSULTANT shall include in design, the structural modification associated with the mechanical, electrical and ADA upgrade and improvements.
- 2.4. CONSULTANT shall provide a proposed methodology for completing the renovations during time periods of least impact to the functions of the building occupants; along with refining the full scope of the project.
- 2.5. CONSULTANT shall design improvements to conform to all applicable codes, laws and regulations including the California Building, Mechanical, Plumbing, Electrical, Fire code and ADA standards.
- 2.6. CONSULTANT shall coordinate and meet with project team, as needed, including Public Works Engineering, Fire, Planning, Building and Utilities Engineering.
- 2.7. CONSULTANT shall provide (30%) design drawings, demolition drawings, and project schedule including time for permits for City review and approval.
- 2.8. CONSULTANT shall provide a preliminary engineer's estimate of the construction cost for City review at the (30%) design stage to aid the City in determining the final scope of work.
- 2.9. CONSULTANT shall attend meetings after (30%) submission with the City to review the documents submitted and receive comments.
- 2.10. CONSULTANT shall finalize the Study Report from Task 1 with the recommendation and/or modifications necessary and as discussed with the City.

TASK 3: Construction Documentation (60%)

The 60% design stage shall further develop the design components of Task 2 and incorporate all city provided design review comments. CONSULTANT shall prepare detailed construction documentation, including drawing and details for each discipline, material, and technical specifications. The drawings and specifications shall be non-proprietary so multiple vendors can bid on the installation. CONSULTANT shall provide an updated project schedule for review, and comment.

- 3.1. CONSULTANT shall prepare plans and technical specifications, and updated project schedule to the City at (60%) completion for review and comment.
- 3.2. CONSULTANT shall attend meetings after (60%) submission with the City to review the documents submitted and receive comments.

TASK 4: Construction Documentation (90%)

The 90% design stage shall include the incorporation of the City's 60% design review comments and development of the drawing and documentation to permit submission. CONSULTANT shall prepare all construction drawing, technical specifications, and include all known design components for the project. CONSULTANT shall provide an engineer's estimate, and updated

project schedule for review, and comment.

- 4.1. CONSULTANT shall prepare plans and technical specifications, and updated project schedule to the City at (90%) completion for review and comment.
- 4.2. CONSULTANT shall provide an updated engineer's estimate for City review at the (90%) design stage.
- 4.3. CONSULTANT shall attend meetings after (90%) submission with the City to review the documents submitted and receive comments.

TASK 5: Issue for Permit (100%)

The 100% design phase shall incorporate all city provided design review comments and finalization of all documents to be issued for permit. CONSULTANT shall provide an engineer's construction cost estimate, and construction schedule.

- 5.1. CONSULTANT shall provide (100%) drawings, technical specifications and documents to be issued for permit. CONSULTANT shall assist the City in obtaining all building permits, and other permits as applicable, required for implementation of the work. Five to seven sets of signed and stamped plans are typically required for building permit submittal.
- 5.2. CONSULTANT shall provide a construction estimate and a detailed construction schedule to the City. The construction schedule will include, but not be limited to, equipment lead times for major equipment purchases, any tenant relocations, and temporary equipment and staging as required to minimize disruptions to building occupants.
- 5.3. CONSULTANT shall attend meeting with the City at (100%) design to review the documents submitted and receive comments.
- 5.4. CONSULTANT shall prepare any revisions required by building permit plan check and resubmit the necessary number of stamped and signed plan sets.
- 5.5. Following approval for permit, CONSULTANT shall provide permitted construction drawings and specification for the City's use.

TASK 6: Bid and Construction

During the bidding phase of the project CONSULTANT shall provide assistance to City staff (e.g. pre-bid meeting with prospective bidders, issuance of addenda, responding to requests for information or clarification, etc.) and shall assist the City with evaluation of the bids.

Upon award of a construction contract to a general contractor, the City will negotiate with CONSULTANT an appropriate scope of work for construction phase services to be provided (e.g. assistance with Requests for Information, review of contractor submittals, review of change order requests, periodic site inspections, preparation of record drawings, etc.). Construction phase services will be added to the CONSULTANT's contract at the City's discretion via a contract amendment.

At project completion, contractor will provide "as-built" information for CONSULTANT to prepare final record drawings. CONSULTANT shall verify the data provided before preparing the record drawings. Record drawings shall be provided in AutoCAD 2013, PDF format, as well as one set of reproducible drawings.

DELIVERABLES:

Consultant shall submit construction documents including specification in Microsoft Word format and drawings in AutoCad format. Project and Construction Schedules shall be prepared using Microsoft Project. The General Conditions and General Requirements sections of the specifications (including Instructions to Bidders and bid forms) will be provided by City.

Task 1 Study Phase

- Consultant shall deliver five (5) hard copies and one (1) electronic copy (MS Word and PDF) of the draft Study Report.

Task 2 (30% Design)

- Five (5) hard copies and one (1) electronic copy (MS Word and PDF) of the Final Study Report.
- Five (5) hard copy sets and one (1) electronic copy of the conceptual plans (AutoCad and PDF).
- Five (5) hard copy sets and one (1) electronic copy set of the project schedule (MS Project and PDF) and construction estimate (PDF).

Task 3 (60% Design)

- Five (5) hard copy sets and one (1) electronic copy set of the design plans (AutoCad and PDF) and technical specifications (MS Word and PDF).
- Five (5) hard copy sets and one (1) electronic copy set of the project schedule (MS Project and PDF).

Task 4 (90% Design)

- Five (5) hard copy sets and one (1) electronic copy set of the design plans (AutoCad and PDF) and technical specifications (MS Word and PDF).
- Five (5) hard copy sets and one (1) electronic copy set of the project schedule (MS Project and PDF) and construction estimate (PDF).

Task 5 (100% Design)

- Five (5) hard copy sets and one (1) electronic copy set of the construction estimate (PDF) and construction schedule (MS Project and PDF).
- Permit Submittal Set: Five (5) to seven (7) wet signed/stamped hard copy sets and one (1) electronic copy set of the permit submittal plans (AutoCad and PDF), specifications (MS Word and PDF) and calculation (PDF) as required.
- Resubmittal Sets as required for permit approval: Five (5) to seven (7) wet signed/stamped hard copy sets and one (1) electronic copy set of the revised plans (AutoCad and PDF), specifications (MS Word and PDF) and calculation (PDF) as required.
- Permit Approved Set: Five (5) hard copy sets and one (1) electronic copy set of the permitted plans (AutoCad and PDF), specifications (MS Word and PDF) and calculation (PDF).

Task 6 “As-Built” Record Drawings

- Preparation and delivery of one (1) hard copy (reproducible) and one (1) electronic copy (AutoCad and PDF) of “As-Built” Record Drawings.

Proposed Engineering Schedule (NTP + 160 days):

The Time of Completion of all services is proposed to be within one-hundred sixty (160) calendar days after issuance of the Notice to Proceed (NTP). Further, CONSULTANT understands the City of Palo Alto may request that certain high-priority components be completed within sixty (60) days after issuance of NTP.

Bidding and Construction Support is shown tentative and upon receipt of NTP the schedule will be finalized.

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

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

Milestone	Completion No. of Weeks From NTP
Kick-Off Meeting	1
Submit BOD	3
BOD Review Meeting	4
Submit IFR30%	6
IFR30% Review Meeting	7
Submit IFR60%	9
IFR60% Review Meeting	10
Submit IFR90%	12
IFR90% Review Meeting	13
Submit IFR(100%) and Review Meeting	15
Submit IFC and Obtain Permit	18
Bidding and Construction Support	TBD

**EXHIBIT “C”
COMPENSATION**

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

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services does not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Study Phase)	\$23,586
Task 2 (Conceptual Design 30%)	\$18,114
Task 3 (Construction Documentation 60%)	\$29,141
Task 4 (Construction Documentation 90%)	\$32,620
Task 5 (Issue for Permit)	\$27,562
Task 6 (Bid and Construction)	\$11,505
Sub-total Basic Services	\$142,528
Reimbursable Expenses	\$3,564
 Total Basic Services and Reimbursable expenses	 \$146,092
Additional Services (Not to Exceed)	\$14,609

Maximum Total Compensation

\$160,701.00

REIMBURSABLE EXPENSES

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

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

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

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

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

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

1. Principal/Mgr	\$ 214.10
2. Supervisor	\$ 149.75
3. Spec Writer	\$ 128.51
4. Cost Estimator	\$ 147.62
5. Drafter	\$ 90.10
6. Architect	\$ 156.83
7. Architect-Designer	\$ 108.07
8. Structural Engineer	\$ 154.46
9. Structural Designer	\$ 108.07
10. Civil Engineer	\$ 131.43
11. Geotechnical Engineer	\$ 131.43
12. Mechanical Engineer	\$ 131.43
13. Mechanical Designer	\$ 102.23
14. Electrical Engineer	\$ 131.43

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:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTACTOR 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 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

