



# City of Palo Alto

## City Council Staff Report

(ID # 7417)

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**Report Type: Consent Calendar**

**Meeting Date: 12/12/2016**

**Summary Title: Public Safety Building and Cal Ave Garage Design Contract Approval**

**Title: Approval of a Contract with RossDrulisCusenbery Architecture, Inc. in the Amount of \$7,007,992 to Provide Design and Environmental Assessment Services for the new Public Safety Building, Capital Improvement Program Project, PE-15001 and new California Avenue Area Parking Garage Capital Improvement Program Project, PE-18000**

**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. C17165953 (Attachment A) with RossDrulisCusenbery Architecture, Inc. (RDC) in a not-to-exceed amount of \$7,007,992 for design and environmental review services, including \$6,370,902 for basic services and \$637,090 for additional services for the new Public Safety Building Capital Improvement Program project (PE-15001) and the new California Avenue Parking Garage Capital Improvement Program project (PE-18000).

### **Background**

In December 2015, Council directed staff to begin design for a 3-story Public Safety Building (PSB) on Parking Lot C-6 in the California Avenue business district (CMR 6069) and in advance of the PSB, design a new parking garage with a retail element along Birch Street on Parking Lot C-7. The new parking garage is intended to replace the existing surface parking on Lots C-6 and C-7 while adding a minimum of 160 net new parking stalls (460 total stalls). The new Public Safety Building and new California Avenue area parking garage projects are part of the 2014 Council Infrastructure Plan. The direction from Council included a request for analysis of costs and other impacts for possible options to add more than the

minimum 460 parking stalls.

In preparation for and in advance of procuring full design services, staff:

1. Prepared title reports for Lots C-6 and C-7;
2. Procured a geotechnical engineer and completed a soils report in May 2016;
3. Procured an arborist and prepared a tree survey for Lots C-6 and C-7;
4. Surveyed boundaries and site topography for Lots C-6 and C-7;
5. Prepared Phase I Environmental Site Assessment (due diligence) for Lots C-6 and C-7; and
6. Initiated Transportation Impact Analysis (TIA) and completed existing traffic count survey.

In June 2016, Council authorized a contract with Nova Partners, Inc. (Nova) to provide program management services for the 2014 Council Infrastructure Plan projects. Nova assisted with developing the project delivery plan, preliminary schedule and scope of work for procuring design, and environmental review services for the PSB and garage. Nova also assisted with the selection process.

As stated in the Fiscal Year 2017 Adopted Capital Budget, the total budgets for these two projects are:

1. Public Safety Building (PE-15001), \$57.8 million and
2. California Avenue Garage (PE-18000), \$10.3 million

The project budgets shown above are based on original estimates from the 2014 Council Infrastructure Plan, and include staff salaries and benefits. Construction costs may be higher due to market escalation and anticipated scope modifications such as the added retail element for the California Avenue parking garage. The FY 2017-2021 capital budget and 5-year plan includes a contingency fund of \$30 million for the 2014 Council Infrastructure Plan projects that can be used to provide additional funding for the Infrastructure Plan projects as needed.

## **Discussion**

### RDC Contract Scope of Services

The RDC contract scope of services includes the following for both the Public

## Safety Building and the Parking Garage:

### Phase 1:

1. California Environmental Quality Act (CEQA) Assessment
2. Preliminary Design
3. Schematic Design
4. Design Development

### Phase 2:

1. Permit Set and Construction Documents
2. Project Bidding and Award

### Phase 3:

1. Construction Administration
2. Project Closeout and Commissioning

The design contract includes the scope of services and compensation for all three phases. However, commencement of work for each phase will require written authorization by the City. Phase 2 work will not be authorized until CEQA review and Council approval of the projects are completed.

The contract with RDC includes preparation of environmental documents, schematic designs, design development packages, and construction documents for a new PSB and parking garage at existing surface parking Lots C-6 and C-7. RDC will develop conceptual options for the parking garage in preliminary design that include retail, additional above-ground levels, and additional sub-surface parking levels. Staff expects to return to Council in March 2017 with the conceptual options for the parking garage for approval prior to moving forward with schematic design. RDC will present the designs for the new PSB and parking garage to the Architectural Review Board (ARB), Planning and Transportation Commission (PTC) and Council as appropriate at schematic design and design development levels. RDC will also provide construction cost estimates upon completion of schematic design, design development, and construction document phases of the project.

At a minimum, the PSB will be designed to meet LEED Silver certification standards per the current City policy. Consideration of LEED Gold or Platinum certification will be evaluated during design, especially in light of the recently adopted Sustainability and Climate Action Plan (S/CAP) draft framework. The

design process will include evaluation of electrification potential for PSB mechanical systems, photovoltaics on the parking garage and PSB, and other green building concepts. LEED certification is not applicable to the parking garage, however it will be designed to the Green Building requirements of the locally adopted Building Code.

Request for Proposals (RFP) Process

Table 1: Summary of Solicitation Process

<b>Proposal Description/ Number</b>	Public Safety Building and California Avenue Parking Garage / RFP 165953	
Proposed Length of Project	36 months	
Number of websites	1 (PlanetBids)	
Number of days to response	28	
Number of Proposal received	7	
<b>Company Name</b>	<b>Location</b>	<b>Selected for Interview?</b>
Advanced Design Consultants, Inc.	San Jose, CA	No
Heller Manus Architects	San Francisco, CA	No
KMD Architects	San Francisco, CA	Yes
Mark Cavagnero Associates	San Francisco, CA	No
AECOM Technical Services, Inc.	San Francisco, CA	Yes
RossDrulisCusenbery Architecture, Inc.	Sonoma, CA	Yes
Ten Over Studio	San Luis Obispo, CA	Yes
Submitted Fee Range:		
\$4,956,951 to \$6,806,221		

On September 13, 2016, the City released a Request for Proposal (RFP No. 165953) for Professional Services. Seven proposals were submitted. Public Works, Nova Partners, and Public Safety staff reviewed each firm’s submittal in response to the criteria identified in the RFP. On October 31, 2016, the four top-scoring firms made presentations to the evaluation committee. RDC was selected as the top candidate. Staff recommends awarding the contract to RDC based on their experience designing public safety facilities and working in the Palo Alto community, the overall strength of their project team including multiple

subconsultants, their understanding of the project scope and their construction administration experience.

The RFP requested pricing for both traditional design/bid/build and design/build project delivery methods for the California Avenue Parking Garage. The RDC contract includes the design/bid/build delivery method. The design/build project delivery method is often considered advantageous for parking garage construction due to its tendency to shift risk to the design/build contractor and reduce costs by allowing the design/build contractor to find the most cost-effective strategies for complying with the project specifications. In this instance, the funding of the project through certificates of participation would require a low bid-based design/build RFP process that would be less advantageous for the City. Additionally, the need to complete construction of the parking garage prior to initiating construction of the public safety building, and to secure ARB and Council approval of the project and the CEQA document prior to the design/build RFP, would likely limit the innovations of the design/build contractor and potentially introduce delays.

The not-to-exceed contract amount for RDC includes a number of optional services that were identified and negotiated after completion of the selection process. The total also includes an additional services budget of 10% beyond the amount for basic services and reimbursables. For comparison to the Table 1 Submitted Fee Range of all proposals, RDC's fee exclusive of the optional services is approximately \$5.9 million.

### **Timeline**

Staff anticipates returning to Council in March 2017 for direction on the Parking Garage size. Following that action, design and environmental review is expected to continue through to December 2017. Completion of the Parking Garage is targeted for late summer 2018, and completion of the PSB is expected in late spring of 2021. Preparation of a detailed schedule from RDC is one of first tasks of the contract.

### **Resource Impact**

As approved in the Fiscal Year 2017 Adopted Capital Budget, funding for Phase 1 services (environmental assessment and design services through design development), reimbursables and additional services is available in Capital

Improvement Program projects PE-15001 and PE-18000. Further funding needed to support Phases 2 and 3 will be appropriated in future fiscal years to coincide with the design and construction schedule.

Table 2: Capital Improvement Program Project Allocation

	PSB (PE-15001)	Garage (PE-18000)	Total
Phase 1:	\$1,701,404	\$454,097	\$2,155,501
Phase 2:	\$2,292,955	\$418,314	\$2,711,269
Phase 3:	\$1,176,297	\$199,650	\$1,375,947
Reimbursables:	\$74,125	\$54,060	\$128,185
Add. Services:	\$524,649	\$112,441	\$637,090
Total:	\$5,771,139	\$1,236,854	\$7,007,992

Total funding in the 2014 Council Infrastructure Plan for both projects was established at \$66.6 million, excluding staff salaries and benefits. Updated construction cost estimates and corresponding total project budgets will be developed during the preliminary design phase and will be presented to Council as part of the consideration of providing more than 460 parking spaces in the parking garage.

The two CIP projects that would be advanced under the proposed contract are important City priorities. As such, they are expected to require significant staff time that would be covered by the same CIP projects, as well as support by Nova Partners. The staff involved would include the project manager in Public Works, staff in Planning and Community Environment to support the environmental review and ARB review tasks, as well as supporting staff throughout the City organization.

**Policy Implications**

Authorization of this project does not represent a change in existing policies. A new Public Safety Building was designated the top priority of the nine projects established by the 2014 Council Infrastructure Plan. In addition, the following policy statements in the Palo Alto Comprehensive Plan support the construction of a new structure:

Policy C-22 Design and construct new community facilities to have flexible functions to ensure adaptability to the changing needs of the

community.

Policy C-29 Strategically locate public facilities and parks to serve all neighborhoods in the City.

The following policy statements in the Palo Alto Comprehensive Plan support the construction of new parking supply in addition to Council direction to staff on December 14, 2015:

Policy T-45 Provide sufficient parking in the University Avenue/Downtown and California Avenue business districts to address long range needs.

Policy T-47 Protect resident areas from the parking impacts of nearby business districts.

The policy implications involve discussion of the potential for increasing traffic in the immediate vicinity of a new garage and balancing this against the benefits (e.g. a reduction in the over-flow parking in nearby residential neighborhoods and convenient parking for area employees and visitors). This discussion is expected when the Parking Garage options return to Council in March 2017 for further direction to staff.

### **Environmental Review**

RDC will complete an environmental assessment as outlined in the scope of work. It is anticipated that the initial study will conclude that an Environmental Impact Report or Mitigated Negative Declaration will be required for the project.

#### **Attachments:**

- Attachment A: RDC-C17165953 Final Signed (PDF)

**CITY OF PALO ALTO CONTRACT NO. C17165953**

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND  
ROSSDRULISCUSENBERYARCHITECTURE, INC. FOR PROFESSIONAL  
SERVICES**

This Agreement is entered into on this 12<sup>th</sup> day of December, 2016, (“Agreement”) by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation (“City”), and **ROSSDRULISCUSENBERY ARCHITECTURE, INC.**, a California corporation, located at 18294 Sonoma Highway, Sonoma, CA 95476 (“Consultant”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. City intends to construct a new Public Safety Building and a new Parking Garage (“Project”) and desires to engage a consultant to provide professional design and environmental 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. In reliance on these representations, City desires to engage Consultant to provide professional services as more fully described in the Scope of Services set forth in Exhibit “A,” (“Basic Services”) and any authorized additional services (collectively, the “Services”), and in accordance with Schedule of Performance (“Schedule”) set forth in Exhibit “B.”

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

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** Consultant will perform the Services described in Exhibit “A” in accordance with the terms and conditions contained in this Agreement, to the reasonable satisfaction of City.

**Optional Incorporation of Proposal [This provision only applies if checked to incorporate consultant’s proposal into this Agreement.]**

Consultant’s proposal, dated \_\_\_\_\_ (“Proposal”) is incorporated into and made part of



this Agreement, subject to the limitations of subsection 27.8, and excepting any and all provisions in the Proposal which conflict with or are inconsistent with the provisions of this Agreement, as determined by the City Manager.

**Optional On-Call Provision [This provision only applies if checked and only applies to on-call agreements.]**

Services will be authorized by City, as needed, by a Task Order assigned and approved by City's designated Project Manager. Each Task Order will be in substantially the same form the Professional Services Task Order form attached as Exhibit A-1. Each Task Order will designate a City Project Manager and contain a specific scope of Services, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement may not exceed the amount of compensation set forth in Section 4, below. Consultant will only be compensated for Services performed under an authorized Task Order. City may elect, but is not required, to authorize Services up to the maximum compensation amount set forth in Section 4. City is not obligated to issue any Task Orders under this Agreement.

**SECTION 2. TERM.**

**[Option A - applies when the term ends on a specified, pre-determined date.]**

The term of this Agreement ("Term") begins on the date of its full execution and expires on \_\_\_\_\_ unless terminated earlier pursuant to Section 19 of this Agreement.

**OR**

**[Option B - applies when the term ends upon completion of Services, the exact date of which is not yet certain.]**

The term of this Agreement ("Term") begins on the date of its full execution and expires upon satisfactory completion of the Services in accordance with the Schedule, but in no event later than December 31, 2021 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 must complete the Services within the Term and in accordance with the Schedule. Any Services for which times for performance are not specified in this Agreement may be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and City's direction to the Consultant. City's agreement to extend or modify the Term or the Schedule will not preclude recovery of damages for delay if the extension or modification is required due to delay caused by the Consultant.

**SECTION 4. COMPENSATION.**

4.1 Basic Services. The compensation to be paid by City to Consultant for performance of the Basic Services and reimbursable expenses may not exceed **Six**

**Million Three hundred Seventy Thousand Nine hundred two Dollars (\$6,370,902).** Consultant agrees to complete all Basic Services, including reimbursable expenses, within this amount.

4.2 Additional Services. Services in addition to the Basic Services (“Additional Services”), if any, must be authorized in accordance with and subject to the provisions of Exhibit “C,” entitled “Compensation.” In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses may not exceed **Seven Million Seven Thousand Nine Hundred Ninety Two Dollars (\$7,007,992)**. Consultant will not be entitled to any compensation for Additional Services performed without the prior written authorization of City. Additional Services includes any Services that are determined by City to be necessary for the proper completion of the Project, but which are not already encompassed within the Basic Services described in Exhibit “A.”

4.3 Rate Schedule. The applicable rates and schedule of payment are set forth in Exhibit “C-1”, entitled “Schedule of Rates” (“Rate Schedule”). Consultant is not entitled to compensation for any Services performed or reimbursement for expenses incurred to the extent that payment would result in a total exceeding the maximum amount of compensation set forth herein.

**Optional [for multi-year contracts]**

4.4 Unexpended monies. At the sole discretion of the City, the not-to-exceed compensation authorized in a contract year may include compensation authorized and not expended in prior contract years.

**SECTION 5. INVOICES.** To request payment from City for Services performed, Consultant must submit monthly invoices to the City describing the Services performed and the applicable charges based on the Rate Schedule (including, for each day Services were provided, the name and title of the individuals or subconsultants who performed the Services, the hours worked, the hourly rates, and reimbursable expenses). The invoice must clearly distinguish between Basic Services and Additional Services, and must itemize all reimbursable expenses. The invoice must also describe the percentage of completion of the Services or each Task Order, as applicable. The information in Consultant’s invoices will be subject to verification by City. Consultant must submit all invoices to the City’s Project manager (“Project Manager”) at the address specified in Section 13, below. The City will process and pay all undisputed amounts within thirty (30) days of receipt of an invoice submitted in compliance with this Section 5.

**SECTION 6. RESPONSIBILITY AND STANDARD OF CARE.**

6.1 Responsibility. All of the Services must be performed by Consultant or under Consultant’s supervision. Consultant represents that it possesses the professional and technical personnel necessary to timely perform the Services required by this Agreement and that Consultant’s personnel have sufficient skill and experience

to perform the Services assigned to them. Consultant represents that it, its employees and any subconsultants assigned to the Project, have and will maintain during the Term of this Agreement all applicable licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

6.2 Standard of Care. All of the Services to be furnished by Consultant under this Agreement must meet the professional standards applicable to professionals in the same discipline and with similar knowledge and skill, who are engaged in related Services in the San Francisco Bay Area under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** Consultant must keep itself informed of and comply with all federal, state and local laws, ordinances, regulations, and orders applicable to the Project, performance of the Services, or to any personnel or subconsultants assigned to perform Services under this Agreement. Consultant must 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 AND OMISSIONS.** Consultant is solely responsible for all costs and damages, including, but not limited to, increases in the cost of Services, increased Project costs, delay damages, or change order markup costs arising from or caused by Consultant's errors and omissions. Consultant is solely responsible for the costs to correct such errors and omissions, and for any costs or damages caused by Consultant's unreasonable delay in correcting its errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, Consultant must submit updated estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal phase exceeds ten percent (10%) of City's stated construction budget, Consultant must 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, Consultant, and any person employed by or contracted with Consultant to provide Services under this Agreement, will provide such Services as an independent contractor and not as an employee of City.

**SECTION 11. ASSIGNMENT.** Consultant's expertise and experience is a material inducement for City to enter into this Agreement. Consultant may 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 may not subcontract any portion of the Services to a subconsultant without the prior written authorization of the City Manager or his or her designee.

**OR**

**Option B: Subcontracts Authorized:** Notwithstanding Section 11 above, City agrees that subconsultants may be used to complete the Services. This authorization does not operate to create a contractual relationship between the City and any subconsultant. The subconsultants authorized by City to provide Services for the Project are:

WATRY DESIGN, INC. - Parking Consultants  
MIG - Environmental Planners  
WALTER P MOORE - Structural Engineers  
WSP | Parsons Brinckerhoff - MEP/ IT / AV / Accoustics  
WINBOURNE - Emergency Communications Consultant  
CUMMING - Cost Consultants  
GUIDEPOST SOLUTIONS - Low Voltage & Security Electronic Systems  
SANDIS - Civil Engineers  
INTERSTICE - Landscape Architects  
HINMAN ENGINEERS - Threat assessment

Consultant must require its subconsultants to comply with all applicable provisions of this Agreement, which must be attached to each subcontract. Consultant is solely responsible for directing all subconsultants providing Services, and for any compensation due to subconsultants. Consultant is fully responsible to City for all acts and omissions of a subconsultant. Consultant may not change or add subconsultants without the prior written approval of the City Manager or his or her designee.

### **SECTION 13. PROJECT MANAGEMENT.**

13.1 Consultant will assign Michael B. Ross, AIA as the Design Principal in Charge to have supervisory responsibility for the performance, progress, and execution of the Services and Thomas R. Larson, AIA, LEED as the Project Manager to represent Consultant during the day-to-day Services for the Project. If circumstances require the substitution of the Project director or coordinator, or any other key personnel for any reason, the appointment of a substitute Project director or coordinator and the assignment of any new or replacement key personnel will be subject to the prior written approval of the City's Project Manager. At City's request, Consultant must promptly remove any personnel who City determines do not perform the Services in an acceptable manner, are uncooperative, or who present a threat to the adequate or timely completion of the Project or to the safety of persons or property.

13.2 City's Project Manager is Matt Raschke, Public Works Department, Engineering Division, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: 650-496-5937. 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 or substitute Project Manager without prior notification to Consultant.

**SECTION 14. OWNERSHIP OF MATERIALS.** All work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement are deemed the exclusive property of City without restriction or limitation upon their use. Consultant agrees that all copyrights which arise from creation of work product pursuant to this Agreement will be vested in City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City excepting for use of project photos and diagrams for normal marketing and design award purposes on the part of the Consultant, Consultant shall obtain prior written approval from the City for any such use so that the City can ensure that no sensitive information is used for marketing purposes. Neither Consultant nor its employees or subconsultants, if any, may provide such work product 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 Services. “The City shall to greatest extent permitted by law indemnify, defend and hold the Consultant harmless from and against any and all claims, damages, liabilities, losses, costs and fees (including reasonable attorney fees) arising from the use on unrelated other projects or from unauthorized modifications made to the work product developed by the Consultant under this Agreement.”

**SECTION 15. AUDITS.** Consultant agrees to maintain and retain such records for at least four (4) years after the expiration or earlier termination of this Agreement. Consultant will permit City to audit, at any reasonable time during the term of this Agreement and for four (4) years after expiration or termination of the Term, Consultant’s records in any form or format pertaining to matters covered by this Agreement.

**SECTION 16. INDEMNITY.**

**[Option A applies to the following design professionals subject 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 attorney 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 subconsultants under this Agreement, regardless of whether or not such liability for such Claims may have been caused in part by an Indemnified Party.

OR

**[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, pertaining or in any manner related to performance or nonperformance by Consultant, its officers, employees, agents or subconsultants under this Agreement, regardless of whether or not such liability for such Claims may have been 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 liability for Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party

16.3. City's acceptance of Consultant's Services and duties will not operate as a waiver of Consultant's indemnity and defense obligations. The provisions of this Section 16 survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** 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 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, must obtain and maintain, in full force and effect during the Term of this Agreement, the insurance coverage described in Exhibit "D," entitled "Insurance Requirements," attached hereto and incorporated herein. Consultant and its subconsultants, if any, must obtain and maintain 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 subconsultants 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 City's 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 to Consultant. Upon receipt of such notice, Consultant will must discontinue its performance of the Services, as specified in the notice of suspension or termination.

19.2. Upon receipt of notice of suspension or termination, Consultant must immediately deliver to the City Manager any and all work product and materials including, but not limited to, all copies of studies, sketches, drawings, computations, and other data, in any form or format, whether or not completed, which have been prepared by Consultant or its subconsultants, or given to Consultant or its subconsultants, in connection with this Agreement. Such work product and materials are deemed the property of City.

19.4. Upon such suspension or termination by City, Consultant will be paid for the Services satisfactorily rendered or materials delivered to City in accordance with the scope of Services on or before the stated effective date of the suspension or termination; provided, however, if this Agreement is suspended or terminated for cause, which may include unsatisfactory performance or default by Consultant, City will compensate Consultant only for that portion of Consultant's services which have been satisfactorily provided and which are of direct and immediate benefit to City as determined by the City Manager acting in his or her sole discretion. The following

Sections will survive any expiration or termination of this Agreement: 8, 14, 15, 16, 19.4, 20, 25 and 27.

19.5. No payment, partial payment, acceptance, or partial acceptance for Services by City will operate as a waiver by City of any of its rights under this Agreement.

**SECTION 20. NOTICES.** All notices under this Agreement 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 or Coordinator  
at the address of Consultant

**SECTION 21. CONFLICT OF INTEREST.**

21.1. By entering into 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, subcontractors 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 will 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.** Pursuant to Palo Alto Municipal Code section 2.30.510, Consultant certifies that in the performance of this Agreement, it will 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 or any other protected classification. 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, 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 must 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 must 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; and second, reusing waste and third, recycling or composting waste. In particular, Consultant must comply with the following zero waste requirements:

23.1. 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, must 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.

23.2. Goods of any type or nature purchased by Consultant on behalf of City must 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 Department's office.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.** Consultant must 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 must 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. In addition, Consultant must post notices regarding the Citywide 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 City's Charter and its Municipal Code. Notwithstanding any other provision in this Agreement, 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.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

**26.1 This Project is not subject to prevailing wages.** This Agreement is not subject to prevailing wage requirements in the performance and implementation of the Project if this Agreement is not a public works contract as defined under Labor Code section 1720, et seq. and regulations promulgated thereunder, or if, pursuant to Labor Code section 1782, the Agreement does not include a public works construction project of more than \$25,000, or a public works alteration, demolition, repair, or maintenance of more than \$15,000.

**OR**

**26.1 This Project is subject to prevailing wage requirements,** including all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance. The general prevailing wage requirements applicable to the City's location for each craft, classification, or type of worker needed to provide the Services, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes, are on file at the City's Purchasing Department's office and available online at <http://www.dir.ca.gov/DLSR>. Consultant must provide a copy of prevailing wage rates to any staff or subconsultant, and must require compliance with the prevailing wage requirements. Consultant must comply with all applicable sections of the Labor Code pertaining to prevailing wages, including, but not limited to, Sections 1771.1, 1725.5, 1775, 1776, 1777.5, 1782, 1810, and 1813.

26.2 Consultant must comply with the requirements of Exhibit "E" for any contract for public works construction, alteration, demolition, repair or maintenance.

26.3 Pursuant to Labor Code section 1725.5, Consultant and its subconsultants or subcontractors must be registered with the California Department of Industrial Relations ("DIR") to perform public work. The Services provided pursuant to this Agreement are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1771.4.

26.4 Pursuant to Labor Code section 1861, by entering into this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of public works services under this Agreement."

## **SECTION 27. MISCELLANEOUS PROVISIONS.**

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

27.2. The state courts of California in the County of Santa Clara, State of

California are the exclusive venue for any legal action arising from or related to this Agreement.

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 is entitled to recover an amount equal to the fair market value of legal services provided by its attorneys as well as any attorneys' fees paid to third parties.

27.4. This Agreement, including the exhibits hereto, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Agreement may only be amended by a written instrument signed by both 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 or attachments referred to in this Agreement and any duly authorized Task Orders are incorporated into and made part of this Agreement.

27.8 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any exhibits hereto or Consultant's proposal (if any), the Agreement shall control. In the case of any conflict or inconsistency between the terms of the exhibits hereto and the terms of Consultant's Proposal, the terms in the exhibits shall control.

27.9 If, pursuant to this Agreement, City discloses to Consultant or provides access to personal information as defined in California Civil Code section 1798.81.5(d) about any California resident ("Personal Information"), Consultant must maintain reasonable and appropriate security procedures to protect the Personal Information, and must inform City immediately upon learning that there has been a breach in the security of the Personal Information or the system in which the Personal Information is maintained. Consultant may 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 the party that each represents.

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. C17165953  
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**

**ROSSDRULISCUSENBERY  
ARCHITECTURE, INC.**

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

**Officer 1**

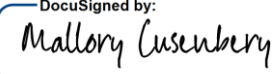
By:   
Name: Michael Ross

Title: CEO

**APPROVED AS TO FORM:**

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

**Officer 2 (Required for Corp. or LLC)**

By:   
Name: Mallory Cusenbery

Title: Principal

Contracts Administrator  
(Checklist Approval)

**Attachments:**

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

## EXHIBIT A

### SCOPE OF SERVICES

#### PUBLIC SAFETY BUILDING AND CALIFORNIA AVENUE PARKING GARAGE PROJECT

##### I. GENERAL INFORMATION

###### A. Project Summary.

**1. Project Description and Purpose.** The City of Palo Alto (“City”) intends to construct a new approximately 45,500 SF, Public Safety Building (“PSB”) combined with two levels of basement parking, to house the City’s Police Department, 911 Emergency Dispatch Center, Emergency Operations Center, Office of Emergency Services, Fire Department Administration, and other related services. The new Public Safety Building and basement parking will be designed to meet essential facility code requirements under the California Essential Services Buildings Seismic Safety Act. In conjunction with the PSB Project, the City intends to construct a new parking structure (“Parking Structure”) to provide a minimum of 460 parking spaces and 4,700 square feet of commercial “warm shell” retail space (interior commercial tenant improvements are excluded) in the City’s California Avenue business district. This project, which includes two separate structures—the Public Safety Building and the Parking Structure (collectively, the “Project”)—is intended to address the City’s needs for housing public safety operations and the need for public parking for the California Avenue business district. The Parking Structure is a non-essential facility. To minimize public parking impacts, the Parking Structure must be fully constructed before construction may begin on the Public Safety Building.

**2. Project Location.** Both structures will be sited on Sherman Avenue on sites that are currently in use as City-owned parking lots. The Public Safety Building is to be constructed on City parking lot C-6 on Sherman Avenue between Park Blvd and Birch Street (“Site A”). The Parking Structure is to be constructed on City parking lot C-7 on Sherman Avenue between Birch Street and Ash Street (“Site B”).

###### B. Summary of Basic Services.

**1. Design Consultant Services.** The design consultant services for the Project (“Consultant Services”) include preparation of Preliminary Design, Schematic Design, Design Development Documents, Construction Documents, assistance with Bidding and Award, Construction Administration and Project Closeout Services.

**2. Environmental Consulting Services.** For the Project, preparation of environmental review and environmental document.

**C. City’s Role.** During the term of the Professional Services Agreement with Consultant (“Agreement”), the following items will be the responsibilities of the City:

1. The City's Project Manager (as defined below, under II.A) or authorized designee shall manage the Consultant's performance under the Agreement. Consultant shall receive final direction only from the Project Manager or his or her authorized designee. The Project Manager shall resolve any conflicting direction from other groups, departments or agencies.
2. City shall be responsible for scheduling all meetings between the Consultant and other City departments including but not limited to: Utilities, Department of Public Works, Fire Marshal, Arts Commission, City Building Official, Planning Department, Traffic and Parking, ARB, Planning Commission and City Council.
3. The City shall provide evaluation, mitigation design and administration of work for hazardous materials at each site and in the existing building. Removal of hazardous materials will be bid and conducted as separate projects from the Project. This hazardous material abatement work is not included in this Agreement.
4. The City shall provide reviews and comment on what may be necessary to complete design milestones, and/or approve completion of design milestones and cost estimates. At the completion of each phase, the City shall, acting in its sole discretion, provide written authorization to the Consultant to proceed to the next phase, contingent upon satisfactory completion of the previous phase and any required approvals, including, but not limited to, budget authorizations. Said written authorization shall require the signature(s) of the City's Project Manager or his/her authorized designee.
5. City shall provide record drawings of existing project facilities (when available).
6. City shall provide its standard front end template, in Microsoft Word format to Consultant for review and comment.
7. City shall print and provide construction contractors with copies of bid documents (including the front end documents and the final plans and specifications for the Project).
8. City shall advertise and award construction contracts.
9. The City shall oversee and manage the artist selection process, City and artist agreements, artwork approvals, budgets and schedule, and artwork installation. Consultant's Design Principal shall be included in the committee for identification of the public art sites, coordination of the public art with the design of the Project and selection of the public artists (s).
10. The City may prequalify general contractors and key subcontractors and limit bidding to only those firms that have been deemed by the City to be qualified.

City shall actively market the Project to general contractors and major trades to increase likelihood of receiving competitive bids. The Project will consist of developing two separate bid packages one each for the PSB and Parking Structure. The Project delivery will be design/bid/build.

11. City shall identify, select and procure all equipment such as copy machines, vending machines, computers, printers, and other miscellaneous office equipment, etc., that is not included in the Project.

12. City shall provide the following basis of design studies, services, reports and documents for the Consultant's use; topographic survey, existing utility surveys, geotechnical study and ongoing services through the construction phase, transportation and parking study, arborist report, hazardous materials study and abatement plan, cultural resource study and biological resources study.

13. The City shall identify stakeholders for the public outreach process, and coordinate public meetings to be part of the Project implementation.

## II. GENERAL REQUIREMENTS

The following general requirements apply to both the Consultant Services and the Environmental Services (collectively, the "Services"). Requirements specific to Consultant Services are provided in Part III, below. Requirements specific to the Environmental Services are provided in Part IV, below.

**A. Project Manager.** The City's Project Manager or authorized delegate ("Project Manager") will be the primary point of contact for the Consultant. The Project Manager will monitor the Consultant's performance.

**B. Communications.** The Consultant must maintain communications for all aspects of delivery of the Services. Consultant must be in regular contact with the Project Manager and must provide where reasonably possible same day responses to the City's email and telephonic requests. Consultant must be equally responsive to the sub-consultants to ensure prompt and efficient delivery of coordinated Services.

**C. Integrated Services.** Time is of the essence for design and delivery of this Project. The Consultant must at all times coordinate delivery of its Services to avoid delaying progress on the Project. Consultant must ensure that it does not delay the Services provided by the sub-consultants, and must coordinate schedules to avoid delay.

## III. DESIGN PROFESSIONAL SERVICES

**A. General Provisions.** This Part III of the Scope of Services includes the requirements for delivery of the Consultant Services for the Project. In general, this includes design and preparation of code-compliant Project drawings and specifications and construction administration up to and including Project close out. The Consultant Services include the general provisions included in this subpart III.A, as well as the



phase-specific requirements set forth in subparts III.B-G, which follow.

**1. Design and Construction Administration.** Consultant's responsibilities include, but are not limited to the following:

- 1.1 Preparation of conceptual design documents, schematic design documents, design development documents, construction documents, project manual specifications and permit package, estimates of probable construction cost;
- 1.2 Management of the entire design process, including all design professionals;
- 1.3 Providing construction administration services, from bidding through close out, including coordination of systems' commissioning;
- 1.4 Providing assistance with obtaining construction permits and bidding process; and
- 1.5 Coordination of public art (per City's municipal code requirements).

These design and construction administration services are to be provided by qualified, licensed professionals, including, but not limited to the following professions: civil engineer, structural engineer, mechanical engineer, electrical engineer/lighting designer, landscape architect, architect, cost estimator, audio-visual engineer, acoustic engineer, energy analysis engineer, commissioning agent(s), signage designer, and other specialty sub-consultants as needed.

**2. Budget and Cost Estimates.** The Project must be designed and constructed for a total cost not to exceed \$67 million dollars, including all exterior and interior improvements and associated site work improvements. The Consultant must work closely with the Project Manager to assure that the total Project cost does not exceed the Project budget. The Consultant must provide cost estimates at each phase of design in a CSI format acceptable to the Project Manager. City shall provide a third party independent cost estimate at each cost estimate milestone for comparison with the Consultant's cost estimate. Both estimates shall utilize the same approved CSI format. Consultant must provide a single Statement of Probable Cost at the following milestones: Preliminary Design, Schematic Design, 100% Design Development, 60% Construction Documents, 95% Construction Documents and Final/100% Construction Documents. If an estimate indicates that the Project costs may exceed the budget, the Consultant will not be authorized to proceed to the next design phase until the estimate is reconciled with the budget, the design is modified to meet the budget, or the City agrees to adjust the budget accordingly.

**3. Project Schedule.** Within ten business days after the City and the Consultant have fully executed the Agreement, Consultant must provide a Project schedule, in a format acceptable to the Project Manager. The schedule must show all Project development phases, including environmental review,

design, construction and closeout for each building. The Project Schedule must show that construction of the Parking Structure is completed before construction begins on the Public Safety Building. The schedule should be prepared in consultation with the sub-consultants to ensure integrated delivery of Services. The schedule may provide for final development of the design documents for the Public Safety Building to be completed during construction of the Parking Structure. The Project schedule must be sufficiently detailed to allow the Project Manager to monitor progress on Project design and construction. During the design phase, Consultant must submit an updated Project schedule as part of its deliverables for each design phase. During the construction administration phase, the Consultant will provide monthly schedule updates comparing the progress of the overall Project schedule with the construction schedules independently prepared by the two contractors. Consultant must submit an updated schedule on a monthly basis, concurrent with submission of its payment applications.

**4. Investigation and Review.** The Consultant is responsible for thorough and appropriate field investigation of the Project sites and for identifying existing conditions that may affect design or construction of the Project. The Consultant must review available documentation regarding site conditions.

**5. Code Compliance.** All design and construction must comply with the most recent requirements (i.e., current at the time of submitting an application for a building permit) of all applicable local, state, and federal codes and regulations, including, but not limited to, the California Building Code 2016 (Part 2 of Title 24), the regulations promulgated under Titles II and III of the Americans with Disabilities Act (28 CFR Parts 35 and 36), the Americans with Disabilities Act Design Standards (Appendix A of 28 CFR 36), and the Palo Alto Municipal Code. The design for the Public Safety Building must meet all current requirements required under the California Essential Services Buildings Seismic Safety Act, including, but not limited to Title 24, Part 1 of the California Building Standards Administrative Code, Chapter 4, Articles 1 through 3.

**6. Green Building Requirements.** The City intends that the Public Safety Building and Parking Structure are designed and built in conformance with the City's Green Building Policy, which currently requires LEED Silver or higher. At 50% Schematic Design the City shall determine if the Project will be registered with the United States Green Building Council as a LEED Silver project. As part of the process, City wishes to evaluate what would be required to bring the Project to LEED Gold or Platinum. The City's Green Building Policy is currently under review and the Project will be required to comply with the applicable Green Building requirements in effect during design development. Consultant is responsible for designing the Project to comply with the applicable Green Building Policy Requirements ("Green Building Requirements"), including, but not limited to, providing qualified project management and submission of all required documentation. Information regarding the City's Green Building Policy may be accessed via the City's website at:  
[http://www.cityofpaloalto.org/gov/depts/ds/green\\_building/green\\_building\\_in\\_palo](http://www.cityofpaloalto.org/gov/depts/ds/green_building/green_building_in_palo)

\_alto.asp

**7. Architectural Review Board.** Consultant is required to participate in and comply with the City's Architectural Review Board ("ARB") process for final approval of the design of the Project. Notwithstanding the separate construction time frames for the Parking Structure and the Public Safety Building, the preliminary plans for each building must be submitted together for simultaneous review and approval by the ARB.

7.1 The ARB is charged with design review of all new construction, consistent with its objectives, which include:

- Promote orderly and harmonious development of the City;
- Enhance the desirability of residence or investment in the City;
- Encourage the attainment of the most desirable use of land and improvements;
- Enhance the desirability of living conditions upon the immediate site or in adjacent areas; and
- Promote visual environments which are of high aesthetic quality and variety and which, at the same time, are considerate of each other.

7.2 Consultant must become familiar with the ARB process and be prepared to provide all materials for both the informal and formal submissions. The required entitlements needed from the Planning and Community Environment Department are conditions of approval and ARB design review for the new Public Safety Building and Parking Structure. The Consultant will be required to attend multiple ARB study sessions and will also be required to make formal presentations to the Board as required to complete the ARB process. The Design Development phase of the Project (addressed below, in subpart D) will not be considered completed until formal ARB approvals are obtained.

**8. Meetings and Presentations.** Consultant will be responsible for leading communications at design meetings, various public meetings, and meetings with outside stakeholders, including community meetings. The design meetings will include a minimum of 4 to 5 public meetings and information presentations to City departments, community groups, and neighbors.

8.1 In addition to meetings with or presentations to the ARB, presentations to the Palo Alto City Council will also be required. Participation for the Project will include presentations to and meetings with other City boards and commissions to solicit feedback and comments on the progress of the design(s). Other meetings may also include City Fire Department and Building Department, technical-planning meetings, technical-building meetings, technical-Police meetings, technical-Fire meetings, technical-Emergency Operations meetings, technical-technology meetings, traffic meetings, reviewing agencies meetings,

Design Review Committee, and other meetings reasonably required.

8.2 Consultant must attend meetings with the Project Manager and key City staff people at each stage of design.

8.3 Most meetings will be held at Palo Alto City Hall, 250 Hamilton Ave, Palo Alto, CA 94301. Community meetings may include interactive design workshops for some aspects of the Project, particularly site design.

8.4 Consultant's duties will include coordinating meeting logistics, preparing invitations to meetings and meeting minutes, and follow up on action items. Project meetings with the Project Manager and key City staff people will be held, regularly throughout the Project design and construction process. Meetings may be in person or through teleconference depending on meeting topics. The sub-consultants will be required to attend such meetings as needed. Consultant shall schedule coordination meetings, including the key sub-consultants on a consistent basis throughout the Project, but particularly early in the design phase to ensure an integrated and informed design.

**9. Plans and Specifications.** For design-bid-build project delivery, the Consultant must provide full construction plans and specifications for the Project, including, but not limited to:

- Architecture and interior design, including, applicable, acoustical design services, special equipment design and installation, and finishes, furniture and equipment ("FF&E") design, selection and management;
- Structural, civil, mechanical, electrical and plumbing engineering;
- Fire protection system design to 90% CD level;
- Complete telecommunication system distributions;
- Waterproofing
- All building low-voltage systems;
- Security system design;
- Coordination of building specialty systems
- Landscape architecture;
- Demolition plan development; and
- Building signage, including code, interior and exterior wayfinding, monument sign and exterior signage.
- Parking guidance system
- Photovoltaic systems
- Acoustic engineering
- Threat assessment
- Blast resistant design (optional additional service)
- Technical systems programming
- Commissioning

**10. Communication Networks** (optional additional service). The Public Safety Building will include a wide range of telecommunications infrastructure, including land mobile radio, landline fiber optic, data network cabling, wireless cellular telephony, wireless data, microwave, and satellite connectivity. Lines-of-sight geometries need to be considered in the placement of certain antennas and transceivers. Additionally, some public safety communications infrastructure will continue to exist at remote sites, including regional systems that are shared among other government agencies. Thus, robust and resilient site and intra-system connectivity will also be required, as will other protective measures, such as back-up power. The City operates a number of public safety applications and systems in partnership with the neighboring communities of Mountain View and Los Altos and a shared trunked radio system with Santa Clara County municipalities and agencies. Connectivity over both primary and redundant networks is a critical consideration in the design of the Public Safety Building. The City will inform the Consultant during Preliminary Design if design of these systems will be authorized through an additional service authorization or amendment to the Agreement. If design of these systems is authorized, the City will inform Consultant whether all or part of these systems will be included in the Agreement or if the procurement of these systems will be under separate contract administered by the City.

**11. Coordination.** Consultant will be required to work with and coordinate design efforts with other firms that are under separate contracts with the City, including, but not limited to, hazardous materials, the transportation impact, surveyor, geotechnical, and arborist, and to coordinate with the City and other parties as needed to minimize adverse impacts during construction, including vehicular, bicycle and pedestrian traffic and access, and impacts to normal residential and commercial uses in the surrounding areas. For the purpose of this Agreement the services provided by the City's Hazardous Materials Consultant during the design phase shall include: Investigation, borings, analysis, testing, assessment report, preparation of abatement specifications, including as required; material removal and disposal, dewatering and disposal, encapsulation, barrier and venting requirements, testing and monitoring protocols, cost estimation, provision of response to bid questions, and assessment of bid proposals. Hazardous Materials Consultant construction phase services shall include: on site observation, material sampling and testing, monitoring equipment, material and air sampling, post construction monitoring and certification process.

The City reserves the right to enter into separate contracts with other firms or contractors supplying specialized services, use qualified City staff to provide services, or direct the integration of qualified additional sub-consultants into the Services.

## **B. Preliminary Design Phase Scope of Work**

1. **Scope Verification.** Consultant shall meet with the City to verify the scope, schedule and budget.
2. **Project Kick off Meeting.** The Project will begin with a Project kick off meeting where all Project stakeholders and user group representatives are introduced and scope, schedule, budget and approvals discussed and agreed to. User group program verification meetings (Item 4.) will be scheduled.
3. **Data Gathering, Review & Evaluation.** Consultant will review all previously prepared Project documents, studies, design drawings and existing site plans.
4. **Program and Design Verification Meetings.** Consultant will participate in and conduct meetings with all Project stakeholders to verify the program with each user group and ensure all previously established and required building services are incorporated into the final PSB design. Consultant shall review all existing requirements, approvals and conditions relevant to Project, including evaluation of existing site conditions. Consultant shall provide final programming documents for the Public Safety Building and Parking Structure.
5. **City Project Meetings.** Consultant shall meet with the Project Manager, Department of Public Works (“DPW”), the Building Department, Utilities Department, Planning Department and Traffic and Parking Divisions to discuss the status of the Project and Project objectives.
6. **Communication Network, 911 Communications and Radio Systems Program Meetings.** Consultant and its communications consultant shall meet with representatives of the City and the Palo Alto PD to establish the scope and technology requirements of the 911 Dispatch Center and radio communication systems.
7. **Risk Assessment.** Consultant shall prepare a risk assessment for the PSB which identifies potential threats and risks, balances those risks with the budget and makes recommendations for the architectural, site, physical and electronic security measures or strategies to address potential vulnerabilities.
8. **Structural Systems and Base Isolation Systems Study for PSB.** Consultant shall provide design options and estimated budget for structural systems and base isolation systems for the PSB. The City’s decision regarding base isolation or relative structural hardening of the building will be finalized at 100% Preliminary Design.
9. **Green Building Design Workshop.** Consultant shall lead an “all hands” Green Building design workshop identifying strategies to achieve LEED Silver or higher

certification and meet the City's Green Building Policies and energy conservation initiatives.

- 10. Public Safety Building Conceptual Design.** Consultant shall prepare design concept and space plan drawings refining and depicting the PSB. These drawings will be used as the basis of the CEQA review process. The preliminary PSB design concept drawings will also be used in preliminary presentation meetings including those with all Project stakeholders, initial community outreach meetings and California Avenue Merchant Association meetings.
- 11. Public Safety Building Conceptual Design ROM Cost Estimate.** Consultant shall prepare rough order of magnitude ("ROM") construction cost estimate for the Project prior to proceeding with the Schematic Design phase. This will allow the City early on to update or adjust the scope if needed to better align with the budget.
- 12. Parking Structure Conceptual Design.** Consultant shall prepare design concept and space plan drawings refining and depicting the Parking Structure. Two additional parking structure concepts will also be prepared for review by city staff, ARB and the City Council prior to proceeding to Schematic Design Phase for the Parking Structure. At a minimum, these additional Parking Structure concepts must indicate how additional parking beyond 460 stalls might be achieved and demonstrate the building massing impacts and proposed floor plan layouts, code exceptions needed, and other elements to assist in the final Council approval of the Parking Structure design concept. The preliminary garage design concept drawings shall include a minimum of 460 parking spaces and integrate commercial spaces along Birch Street. The concept drawings will be used in preliminary presentation meetings including those with all Project stakeholders, initial community outreach meetings and California Avenue Merchant Association meetings. The preliminary design concept drawings will also be used as the basis of the CEQA review process.
- 13. Parking Structure Conceptual Design ROM Cost Estimate.** Consultant shall provide a ROM construction cost estimate for the Parking Structure prior to proceeding with the Schematic Design phase.
- 14. Planning Commission & ARB Study Sessions.** The design of the PSB and the Parking Structure will be coordinated and related. The Consultant shall attend study sessions with the Planning Commission and ARB to discuss the preliminary design concepts and receive input. Design modifications if requested will be made per direction of the Planning Commission and ARB.
- 15. Public Arts Commission.** Consultant will meet with the Palo Alto Public Art Commission to discuss the Project and coordinate public art concepts.

**16. City Council Meeting.** Consultant will attend the City Council meeting and present the preliminary design concept for the PSB and Parking Structure. Design modifications if requested will be made per direction of the City Council.

**C. Schematic Design Phase.** This phase involves the Consultant working with the City to refine the conceptual design and space plans developed and approved during the Preliminary Design Phase.

**1. Schematic Design Documents.** Upon receipt of a Letter of Authorization issued by the City, the Consultant shall proceed with the Schematic Design Phase. The Consultant will develop schematic design drawings and documents based on Project concepts developed during the Preliminary Design Phase. The schematic design documents developed during this phase should include preliminary drawings showing the Project's basic components, scale and location.

The schematic design documents must include, to the extent applicable: conceptual plans of the sites and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Package must be completed at the end of the Schematic Design Phase and will be used for City sign offs and general cost estimating purposes.

**2. Specific Elements.** The schematic designs for the Project shall include the following specific elements:

- 2.1 Emergency service routes, including possible tunnel connecting the Public Safety Building basement with the basement level of the parking structure or the addition of a second exit ramp on the Public Safety Building site to provide the required secondary exit from the Public Safety Building basement;
- 2.2 Employee and visitor parking;
- 2.3 Public and disabled persons access;
- 2.4 Temporary facilities and construction logistics; and
- 2.5 Address building separation concerns.

**3. Deliverables.** Consultant shall prepare for City's approval a Schematic Design Package that includes:

- 3.1 Plans in partial 3-D modeled format, suitable for serving as base drawings for design development;
- 3.2 Site plans and floor plans;



- 3.3 Exterior elevations as applicable;
- 3.4 Schematic building and site sections;
- 3.5 Outline specifications;
- 3.6 Code Analysis
- 3.7 Updated compliance with Green Building Requirements, consistent with the outline specifications;
- 3.8 Updated cost estimates; and
- 3.9 Updated Project schedule
- 3.10 LEED Registration of Project

**D. Design Development Phase.** This phase involves further refinement of the Schematic Design Package developed in the preceding phase. Design Development Services shall be documented in 3D Building Information Model (“BIM”) Revit format serving as base drawings for Construction Documents.

**1. Design Development Documents.** When directed by the City following approval of the Schematic Design Package, Consultant shall begin the Design Development phase, which includes developing design documents that further define the Project, including drawings and outline specifications fixing and describing the size, character and site relationships of major Project components. Consultant must coordinate with sub-consultants as needed to develop designs for all building systems, including civil, structural, mechanical, plumbing (including sanitary sewer connections), electrical, lighting, fire protection, security, emergency communications, telecom, audio visual, acoustics, and all site improvements and landscaping. Structural analysis completed in the schematic design phase shall be further developed, including base isolation as an option for seismic survivability of this essential services building. Site improvements and landscaping must anticipate full compliance with C.3 storm water treatment regulations.

**2. Coordination.** Consultant shall coordinate and meet with the Project Manager and key City staff people, as needed, for preparation of the Design Development Documents, including Public Works Engineering, Fire, Office of Emergency Services, Police, and Information Technology.

**3. Phased Review.** Consultant shall submit the Design Development documents for preliminary City review at 50% completion. Consultant must then refine the Design Development documents based on City’s comments and further direction.

**4. Green Building Design.** Consultant shall verify and develop Green Building Design strategies from the Green Building Design Workshop. Consultant shall complete the “Basis of Design” (BOD) report in the Design Development phase to achieve LEED Silver or higher certification and meet the City’s Green Building Policies and energy conservation initiatives.

**5. Deliverables.** Consultant’s submissions during Design Development include the following:

5.1 Preliminary Design Development Package (50%), including a top level drawing package provided with plans and written systems descriptions to outline the final drawing package. The outline specifications should be complete and include a comprehensive description, both in written and plan drawing form, for the structural, mechanical and electrical designs.

5.2 Completed Design Development Package (100%), incorporating the City’s comments and directions following review of the 50% documents must be submitted for final review. The completed Design Development package shall include but not limited to:

- a. Plans in Revit modeled format;
- b. Site plans and floor plans for all major disciplines, including site demolition plans;
- c. Interior and exterior elevations; Including showing preliminary control locations;
- d. Exterior wall sections;
- e. Equipment schedules for all major disciplines; Including single-line diagrams;
- f. Preliminary furniture layout;
- g. Proposed finishes;
- h. Specifications;
- i. Preliminary signage design and layout;
- j. Updated documentation for Green Building Requirements;
- k. Documentation showing the status of electronic submittals to United States Green Building Council (“USGBC”), if applicable under the Green Building Requirements, including Basis of Design report;
- l. Updated cost estimates, including value engineering, if necessary;

- m. Updated Project schedule;
- n. Design of specialty systems;
- o. Design of security systems;
- p. Acoustical analysis report; and
- q. Parking structure guidance system and wayfinding.

**E. Permit Set and Construction Documents.** This design phase will refine the City-approved Design Development package into final Project plans and specifications for permit issuance, and for bidding.

**1. Final Design Documents.** Consultant shall provide completed Project drawings and technical specifications to staff for review and approval at the final design completion stage and for final review and sign off at the bid set design stage. The final plans and specifications must be suitable for construction, including structural, M/E/P systems (including new sanitary sewer), electrical, site improvements, landscaping, storm drains, and finishes. Final drawings shall be suitable for review by the Building Inspection Division and for sign off by the City. The Construction Documents Package must include drawings and technical specifications from all disciplines, executed to a level of detail for open public bidding. They shall include overlays of equipment systems, including specialty systems and furniture layout.

**2. Development and Review Stages.** The final permit and construction documents will be developed and reviewed in three stages, as follows. At each stage Consultant must incorporate directions from the City provided at the conclusion of the preceding stage, and must update the estimated cost of construction.

2.1 Consultant shall prepare and submit a 60% complete Construction Documents Package to the City based on comments received from the City's review of the 100% Design Development submittal.

2.2 Consultant shall prepare and submit a 95% complete Construction Documents Package to the City based on comments received from the City's review of the 60% Construction Documents submittal. The Building Department plan check set shall be considered the 95% Construction Documents and shall be provided to the City for review and comment during the permitting process.

2.3 Final 100% complete Construction Documents shall be prepared based on feedback provided at the 95% review and the permit review. These 100% documents will be used as the Construction Documents to be issued for bid

to procure the construction contract(s). All exhibits, drawings, reports, data, renderings, elevations, and other materials required to support applications for regulatory entitlements, permits, and approvals should be completed and submitted.

**3. Permit Process.** Consultant shall assist Project Manager to obtain a building permit by furnishing all the necessary drawings and calculations and working with the Planning Department, Building Inspection Division, and Fire Marshal as required. Consultant will be responsible for all services, exhibits and applications required to obtain all necessary permits or approvals known at the time the services are rendered. Consultant will be responsible for obtaining all necessary design stage permits and approvals. City will pay permit and application fees. Anticipated permits include, but are not limited to the City Building Department, California Regional Water Quality Control Board, Santa Clara Valley Water District, City Utilities, and City Fire Department.

**4. Deliverables.** Consultant shall submit three (3) sets of plan check drawings and specifications during Construction Documents Phase. Upon completion of the final design the Consultant will submit two (2) hard copies of specifications and calculations, one (1) copy of the electronic version (using Microsoft Word format) of the specifications on a compact disk or flash drive, three (3) sets of drawings for stakeholders use, complete set of drawing on compact disk or flash drive in PDF and AutoCAD formats, and three (3) wet stamped drawings to the City Building Department. Specifications will include the front end template provided by the City. Only applicable information shall be included in the Specifications.

4.1 Updated documents for the Green Building Requirements must be included.

4.2 Documentation showing the status of electronic submittals to USGBC, if applicable.

4.3 FF&E bid documents which will be issued as a separate procurement(s).

4.4 Separate signage bid documents package

**F. Project Bidding and Award.** Consultant will participate in the general contractor procurement process which, for the Public Safety Building and potentially for the Parking Structure as well, will be a design-bid-build delivery model with a pre-qualification component. Consultant shall assist the City during the bid solicitation process. Consultant shall provide bid phase services, as requested by the City, through award of the construction contract(s). Services include assistance in response to bidders' inquiries, preparation of addenda, and attendance at pre-qualification and pre-bid meeting.

**G. Construction Administration and Project Closeout.** Consultant must provide construction administration phase services commencing from the award of the

construction contract for each structure. Construction administration services include, but are not limited to, the following.

1. Identify and list the submittals to be made by the general contractor and its subcontractors and provide review and assistance to the general contractor as needed.
2. Review and approve all submittals including submittal from subcontractors within (12) calendar days.
3. Promptly respond to requests for information (“RFIs”) within (7) calendar days, clarify plans and specifications, and maintain an RFI log.
4. Issue ASIs within (7) calendar days if ASIs are needed.
5. Review/respond to change orders within (7) calendar days of receipt.
6. Attend weekly Project meetings and be available on site for a minimum of two days per week for the PSB and one day per week for the Parking Structure.
7. Maintain updated LEED documentation for Green Building Requirements and monitor the status of electronic submittals to USGBC.
8. Issue monthly field observation reports documenting the progress of work.
9. Punch list inspection and re-inspection, as needed
10. Provide post occupancy inspections, warranty support, and correction of defects administration.
11. Attend all pre-construction meetings and weekly construction meetings.
12. *Record Drawings.* Upon completion of the Project, and after acceptance by the City, the Consultant shall submit to the City one (1) complete set of record drawings reflecting all as-built conditions as prepared and provided by the general contractor. A complete set of record drawings shall also be submitted to the Project Manager in AutoCAD and PDF electronic formats.

#### **IV. ENVIRONMENTAL CONSULTING SERVICES**

**A. General Provisions.** This Part IV of the Scope of Services includes the requirements for delivery of Environmental Services for the Project. In general, this includes conducting and coordinating complete environmental review the Project in compliance with CEQA, preparation of the required environmental review documents – most likely an Environmental Impact Report (“EIR”) – and participating in meetings and public hearings. This scope of services assumes that an EIR will be required for the Project. If it is later determined that an EIR is not required, this scope of services will be modified accordingly, e.g., to include preparation of a mitigated negative declaration.

The Environmental Services includes all components required to initiate and complete full environmental review and preparation of an EIR for the Project including the Notice of Preparation (“NOP”), scoping meeting, staff meetings, performing all the necessary impact analysis for the EIR, including a climate change analysis, providing draft and final documents, responses to comments, mitigation monitoring report, attending public hearings including ARB approval. Formal approval by the ARB will be required prior to the final Certification of the EIR. Based on a preliminary review, the anticipated significant impacts for this Project are related to parking, traffic, and aesthetics. Critical analysis of parking and circulation is needed in addition to other environmental impact studies. The Project site is located in a commercial setting with newly constructed housing nearby which requires a sensitive design approach for compatibility. The aesthetic quality of the proposed structures and exterior improvements is a critical component of the Project. The EIR shall be comprehensive yet easily understood. It will clearly explain CEQA findings to the general public, City staff, agencies, and decision makers. The EIR will make the direct and subtle connections between planning, design, and environmental effects, regulations, and mitigations.

**1. Agency Coordination.** The Consultant must meet and confer with all other appropriate local, regional, state and federal agencies as necessary to identify and address concerns and comments. This includes all coordination with the California State Office of Planning and Research regarding all notices and information related to the CEQA EIR process.

**2. Coordination.** The Consultant will be required to work with and coordinate CEQA efforts with other firms that are under separate contracts with the City, including, but not limited to, the transportation impact (including parking), hazardous materials, surveyor, geotechnical, and arborist consultants and to coordinate with the City and other parties as needed to minimize adverse impacts during construction, including vehicular, bicycle and pedestrian traffic and access, and impacts to normal residential and commercial uses in the surrounding areas. The City reserves the right to enter into separate contracts with other firms or contractors supplying specialized services, use qualified City staff to provide services, or direct the integration of qualified additional sub-consultants into the Services.

**3. Outreach & Meetings.** The Consultant must prepare materials as necessary, facilitate as necessary and attend community workshops, meetings and public hearings. This includes preparation of notices and displays, and responding to comments. The Consultant shall plan and budget for sufficient meetings with City staff to accomplish all tasks with full consultation and review, including a minimum of (7) meetings with staff. In addition to the public scoping session, the Consultant should budget for (4) presentations at public meetings (two for the Planning and Transportation Commission and two for the City Council). The Consultant should closely coordinate with the sub-consultants as needed for these meetings.

**B. Initial Study.** Consultant must conduct preliminary analysis of the proposed Project and Project site and conduct an initial study in compliance with the CEQA Guidelines

(14 CCR §15000, et seq.). Consultant will prepare a draft initial study and City staff will determine the need for any revisions to the draft initial study. Development of the initial study scope of work is described in the following Section **D. Detailed CEQA Scope of Services, Task 4.**

**C. Environmental Topics.** The following environmental topics will be evaluated, each in its own EIR chapter. Consistent with the explanation above, the environmental evaluation will describe (1) impacts that can be avoided or reduced to a less-than-significant level through implementation of uniformly applicable development policies, standards, or regulations (“standard regulations”); and (2) impacts that require project-specific mitigation.

1. **Aesthetics (project-specific mitigation based on Architectural Review Board conclusions).** Consultant will evaluate the proposed Project for conformance with City of Palo Alto adopted design standards and guidelines. The conclusions of the ARB, and any subsequent design refinements, will be described. Consultant will evaluate the Project plans, including before-and-after visual simulations, to determine whether the Project would obstruct views of scenic resources, degrade the visual environment, or create a new source of light and glare.
2. **Air Quality (project-specific mitigation based on BAAQMD CEQA Guidelines).** The air quality analysis will evaluate whether Project construction and operation would have the potential to result in significant air quality impacts. The analysis will evaluate the Project’s consistency with the Bay Area Air Quality Management District’s (BAAQMD’s) 2010 Clean Air Plan and the significance of the amount of pollutants that would be generated by Project construction and operation.

The proposed PSB’s gross building square footage is below the BAAQMD construction screening size criteria for a government civic center land use (277,000 square feet). However, if the Project involves extensive material transport (more than 10,000 cubic yards) associated with building demolition and potential grading, a detailed construction emissions assessment will be required. In addition, Project construction emissions may generate pollutant concentrations at residential receptors located in close proximity (within 500 feet) of the Project work areas. The construction emissions assessment would use methodologies recommended by or consistent with the most recent guidelines available from the BAAQMD (2011), and would include:

- a) Use of the California Emissions Estimator Model (CalEEMod) to quantify the mass amount of pollutants, including fugitive dust, produced by Project construction. Depending on the amount of pollutants that could be emitted by the Project, the California Air Resources Board’s (CARB’s) latest EMFAC and OFFROAD models may be used to refine CalEEMod emissions estimates. These CARB models contain more detailed information on the type, operating modes, and emissions associated with on-road and off-road vehicles and equipment.
- b) Use of the American Meteorological Society’s / U.S. EPA’s Regulatory Model (AERMOD) to quantify pollutant dispersion and resulting pollutant concentrations

at sensitive receptor locations. Modeled pollutant concentrations will be used to calculate carcinogenic and non-carcinogenic health risks from Project emissions.

3. **Biological Resources (standard regulations based on City tree preservation regulations).** The findings of the Tree Survey Report (David L. Babby, March 17, 2016) will be summarized and applicable tree preservation/replacement regulations explained.
4. **Cultural Resources (mitigation based on CEQA Guidelines section 15064.5).** Potential cultural resource (archaeological and paleontological) impacts and mitigations will be described, based on CEQA Guidelines section 15064.5 (Determining the Significance of Impacts to Archaeological and Historical Resources).
5. **Energy Conservation (standard regulations).** This EIR chapter will be prepared pursuant to the 2014 court decision in *California Clean Energy Committee v. City of Woodland*. The analysis will describe existing energy supplies, regional patterns of energy use, and Project energy requirements. In accordance with CEQA section 21100(b)(3) and Guidelines Appendix F (Energy Conservation), the analysis will discuss the potential energy impacts of the proposed Project, with emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy.
6. **Geology and Soils (project-specific mitigation based on geotechnical report).** Consultant will base analysis of geology and soils on the geotechnical report prepared by Romig Engineers, Inc. (May 2016). Based on this report, the primary geotechnical concerns for the proposed Project are: (1) the need for temporary shoring of the basement excavations; (2) the likelihood that ground water will be present above the depth of the basement excavations, requiring dewatering; (3) the need to design and waterproof the floors and walls of the basement and access tunnel; and (4) the likelihood of severe ground shaking during a major earthquake. The Romig report's site-specific mitigation recommendations will be described.
7. **Greenhouse Gas Emissions (standard regulations based on BAAQMD CEQA Guidelines and City Policy).** The climate change analysis will describe the existing regional and local greenhouse gas conditions; documented, potential climate-induced changes in the Project vicinity; and the GHG regulations applicable to the Project, including the Palo Alto General Plan, Sustainability and Climate Action Plan, and other City policies intended to reduce the Project's GHG emissions and impacts related to climate change, including sea level rise.
8. **Greenhouse Gas Assessment.** The proposed PSB's gross building square footage is above BAAQMD operational screening size criteria for a government civic center (27,000 square feet) and therefore requires a detailed GHG assessment. This assessment will quantify the net increase in GHG emissions that would result from the Project (i.e., the incremental increase in emissions above that generated without the Project). Existing and Project GHG emissions will be estimated using CalEEMod and utility usage data provided by the City. The Project's GHG emissions will be



evaluated for consistency with the goals of the City's Sustainability and Climate Action Plan, and other regulations adopted for the purposes of reducing GHGs.

- 9. Hazards and Hazardous Materials (project-specific mitigation based on Phase I ESA and subsequent investigations).** Consultant will base its initial analysis of hazardous materials on the Phase I Environmental Site Assessment (ESA) prepared by Northgate Environmental Management, Inc. (April 22, 2016). Based on the report, groundwater contamination associated with a Superfund plume, and also potentially with a nearby former gas station, may have migrated beneath the Project site. Although the plume and the gas station site are being remediated, volatile organic compounds (VOCs) present in the groundwater could potentially impact future construction of the underground parking structures, and could potentially impact indoor air quality in the buildings. The ESA recommends on-site investigations related to groundwater quality and vapor intrusion, and subsequent preparation of Site Management Plans. This EIR scope assumes that the necessary work to complete the hazardous materials investigations will be completed by a firm under separate contract to the City; Consultant will integrate this subsequent work into the EIR.
- 10. Hydrology and Water Quality (standard regulations).** The EIR will describe the standard City and agency regulations for ensuring that: (1) the Project is protected from flooding and (2) the Project does not result in water quality impacts during construction and operation (including NPDES and C3 requirements). According to the FEMA Flood Insurance Rate Map (Effective Date May 18, 2009), the Project site is located in Other Flood Areas/ Zone X, which means there is a 1% annual probability of a flood creating an average water depth of 1 foot. Also, Project development could adversely affect water quality by increasing both soil erosion and the overall discharge of urban pollutants into local surface waters. Water quality will be examined for both construction and operation, emphasizing the erosion and sedimentation control regulations of the National Pollution Discharge Elimination System (NPDES), as administered by the Regional Water Quality Control Board and implemented by the City of Palo Alto under its Phase II NPDES Storm Water Management Plan.
- 11. Land Use and Planning (project-specific mitigation).** The proposed Project will be evaluated for its conformance with City of Palo Alto zoning regulations and General Plan policies. For example, the proposed PSB design will not require variances from zoning regulations, but variances will be required for the parking structure options (Site Evaluation Study, December 14, 2015).
- 12. Noise (project-specific mitigation).** This assessment will describe the existing noise and vibration environment in the Project vicinity and applicable City of Palo Alto noise regulations, including General Plan policies related to noise. Consultant will conduct short- (hourly) and long-term (24-hour) noise monitoring at up to two noise monitoring locations to adequately describe the existing noise environment in the Project vicinity and evaluate Project compatibility with existing noise levels. Given the proposed construction activities and the land uses surrounding the Project

site, it is expected that demolition and building construction activities could result in a temporary and periodic increase in noise levels above ambient conditions (noise generation). The EIR will identify typical construction equipment sound levels, quantify peak and typical construction activity noise levels, and, if necessary, identify best management practices or mitigation measures consistent with those contained in City plans, policies, and regulations (e.g., restricted work hours) which would reduce the magnitude of potential construction noise impacts to a less-than-significant level.

13. **Noise Generation.** The Project does not involve the construction of a new, noise-sensitive land use (noise exposure) and is not expected to result in significant operational noise generation impacts.
14. **Public Services (standard regulations).** The Project will improve the operations of the City of Palo Alto Police Department, 911 Emergency Dispatch Center, Emergency Operations Center, Office of Emergency Services, Fire Department Administration, and other related services. The EIR will describe how standard design, safety, and building requirements of the police and fire departments are incorporated into the Project design. Also, construction impacts will be described, along with standard City regulations that minimize those impacts (e.g., construction traffic plan) and mitigations already included in other EIR chapters (e.g., construction air quality and noise).
15. **Transportation, Traffic, and Parking (project-specific mitigation).** Under separate contract with the City, Fehr & Peers will prepare a transportation impact (TIA, including parking) for the Project, based on the City of Palo Alto's and Santa Clara Valley Transportation Authority's (VTA's) requirements, as well as Fehr & Peers' knowledge of the study area (Fehr & Peers, August 23, 2016). Consultant will incorporate the TIA, including its impact analysis and mitigation measures, into the EIR to meet CEQA requirements.
16. **Utilities and Service Systems (standard regulations).** In consultation with City staff, Consultant will evaluate potential impacts on water supply, wastewater generation, storm water drainage, solid waste/recycling, and associated infrastructure. Potential impacts are expected to be less than significant, based on standard City requirements for maintaining adequate utility service and infrastructure.

The following CEQA topics likely will have less-than-significant impacts when Consultant prepares the Initial Study, and will not be further evaluated in the EIR unless otherwise required:

- i. **Agricultural and Forest Resources.** There is no Prime Farmland, Unique Farmland or Farmland of Statewide Importance, lands under Williamson Act contracts, or lands zoned for agriculture or forest land within the vicinity of the Project site.

- ii. **Minerals.** There are no mineral deposits or gravel mining areas on the Project site.
- iii. **Population and Housing.** The Project site consists of two City-owned public parking lots. There is no housing on the site; the Project would not displace any existing housing or people.

**D. Detailed CEQA Scope of Services.** The specific tasks needed to complete the EIR for the proposed Public Safety Building and Parking Structure are described below.

**1. TASK 1: KICK-OFF MEETING/SITE TOUR**

An initial meeting will be held with City staff to discuss and refine the EIR approach, work scope, data needs (including for the Initial Study/EIR Project description), cumulative analysis approach, and Project alternatives approach. The team will discuss any preferences the City may have regarding EIR format, organization, and presentation. The Consultant will visit the Project site and its surroundings to verify relevant environmental conditions.

**2. TASK 2: SCHEDULE FOR THE PREPARATION OF THE EIR**

Based on the kick-off meeting and the RFP Draft Estimated Project Timeline, Consultant will prepare a refined EIR schedule coordinated with the Project design schedule. The EIR schedule, including any subsequent changes, will require approval from the City.

**Deliverable:** Annotated EIR Project schedule graphic.

**3. TASK 3: DATA COLLECTION AND REVIEW OF EXISTING INFORMATION**

The EIR analysis will rely on existing data whenever possible. Available relevant data will be assembled based on (1) technical studies prepared by firms under separate contracts with the City, (2) the City's latest planning and regulatory documents, (3) information on any other pending development applications and "pipeline" projects in the vicinity, and (4) any applicable, recent CEQA documents. Consultant will review all technical studies for CEQA adequacy, and will notify the City if there are gaps or deficiencies. Should this occur, the City's other consultants will make the appropriate revisions or conduct additional studies. For one example, the ESA prepared for the project (Northgate Environmental Management, Inc., April 22, 2016) recommends on-site investigations related to groundwater quality and vapor intrusion, and subsequent preparation of Site Management Plans.

**Deliverable:** Memo with follow-up questions and an annotated list of additional data needs to complete the EIR.

**4. TASK 4: INITIAL STUDY AND NOTICE OF PREPARATION**

To verify which topics are to be included in the EIR (see discussion of "Environmental Topics Covered in the EIR," above), Consultant will complete an Initial Study (IS) checklist and narrative, as recommended by CEQA Guidelines

section 15082, to solicit public and interested agency input on the proper scope of the EIR. The IS checklist format will follow the latest version of CEQA Guidelines Appendix G (Environmental Checklist Form). Consultant assumes the City will submit a single set of consolidated comments on the draft IS. Consultant will prepare a draft Notice of Preparation (NOP) for City staff review and will edit the NOP based on City comments to create a final public release NOP/IS. The IS will be attached to the NOP for public and agency distribution. Consultant will collaborate with the City on preparing its mailing list for the NOP/IS; Consultant will review the City's standard CEQA mailing list and, if necessary, suggest additional recipients (e.g., State and responsible agencies). It is assumed that the City will distribute the NOP/IS to those on the mailing list. Consultant will overnight the NOP/IS to the State Clearinghouse (State Office of Planning and Research), beginning the 30-day NOP/IS response period. Consultant will follow-up with OPR to ensure that the NOP/IS was received, released, and posted on the State Clearinghouse website.

**Deliverable:** Electronic Word and PDF versions of draft and final NOP/IS. Also, Consultant will print (15) copies and overnight them to the State Clearinghouse.

#### **5. TASK 5: PUBLIC SCOPING MEETINGS**

Consultant will participate in a public scoping meetings to solicit feedback on the Project, its potential impacts, and possible mitigation measures. At the scoping meeting, CEQA lead will provide an overview (e.g., PowerPoint) of the CEQA process, the purpose of the EIR and its general content, the Initial Study, and opportunities for public input. CEQA lead will be available to answer questions regarding these issues, without speculating on the future findings of the EIR analysis. Consultant shall assume the City will schedule the meeting and provide the venue.

**Deliverable:** PowerPoint presentation; notes from the public scoping meeting summarizing the comments and their relevance to the EIR analysis.

Note: Under each appropriate task, this EIR scope describes the number of meetings that, in Consultant's CEQA experience, accomplishes the task. Should more meetings be required or requested by the City, please see Task 14 (Additional Meetings) below. This Task 5 includes one scoping meeting, and additional meetings can be budgeted from Task 15.

#### **6. TASK 6: MITIGATION MEASURES.**

Based on the overall Project impact, a series of mitigation measures will be developed by Consultant working closely with staff. Both physical improvements and policy considerations will be included as mitigation measures. This task shall also include evaluation of the goals and objectives of the Comprehensive Plan to determine consistency with mitigation measures.

**Deliverable:** All necessary reports required to complete and support the EIR

process.

### **7. TASK 7: PREPARE DESCRIPTION OF PROJECT ALTERNATIVES**

In collaboration with City staff and the design team, Consultant will prepare the EIR project description plus descriptions of the EIR project alternatives. It is vital to note that CEQA Guidelines section 15126.6 (Consideration and Discussion of Alternatives to the Proposed Project) defines “project alternatives” as those “which would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant effects of the project.” Therefore, any EIR program and design alternatives must avoid or reduce impacts compared to the proposed (“preferred”) project evaluated in the EIR. For this reason, the preferred project should be the “worst-case” option relevant to environmental impacts. If desired, the City then can approve one of the project alternatives without requiring additional CEQA analysis. However, if during the EIR process, an alternative with potentially greater impacts is chosen as the preferred project, the EIR analysis will need to be re-examined and the schedule adjusted accordingly.

Consultant will consult with City staff regarding the discretionary approvals that will be needed for the Project. Council has requested that the staff investigate the alternative of a larger garage with additional spaces. As part of this process Consultant, coordinating with the sub-consultants as needed, will be required to investigate this concept and present to Council for action. Once action is given, Consultant can then move forward with the finalization of the concept plan and the draft EIR.

**Deliverable:** Project descriptions for the proposed (“preferred”) project and for each EIR alternative, in accordance with CEQA Guidelines section 15126.6, required to complete and support the EIR process.

### **8. TASK 8: PREPARE ADMINISTRATIVE DRAFT EIR**

Consultant will prepare all required EIR sections, including:

- Introduction
- Summary
- Project Description
- Environmental Topical Sections (see discussion of “Environmental Topics Covered in the EIR,” above)
- Project Consistency with Local and Regional Plans
- Cumulative Impacts
- Growth-Inducing Effects
- Significant Unavoidable Impacts
- Irreversible Environmental Changes
- Effects Found Not to be Significant
- Alternatives to the Proposed Project
- Mitigation Monitoring
- Agencies, Organizations, and Persons Contacted

Consultant will prepare a project description in accordance with CEQA Guidelines section 15124. The project description will consist of text and explanatory graphics and maps, which describe the Project in sufficient detail to allow for meaningful and useful analysis of impacts and mitigation measures.

Consultant will prepare a Mitigation Monitoring and Reporting Plan (“MMRP”), pursuant to AB 3180, that defines how, when and by whom mitigation measures are to be implemented.

For each topical section, Consultant will describe the existing environmental and regulatory settings in written and graphic form. Project impacts and mitigation measures warranted to avoid or reduce significant impacts will be identified. As described above in “Environmental Topics Covered in the EIR,” the EIR will evaluate the following environmental issues in detail:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Energy Conservation
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Public Services
- Transportation, Traffic, and Parking
- Utilities and Service Systems

Based on our review of available information and technical reports, Consultant believes that the Project would result in less-than-significant impacts, with no standard regulations or project-specific mitigation required, for the other environmental issues included in CEQA Guidelines Appendix G (agriculture and forestry resources, mineral resources, population and housing, airport land use safety, parks and recreation, scenic highways, and wetlands). These environmental issues will not be discussed in detail in the EIR, but will be listed in EIR section “Effects Found Not to be Significant,” with reference to the Initial Study in the EIR appendix.

#### **OTHER REQUIRED CEQA DISCLOSURES**

Consultant will summarize the EIR findings in terms of the assessment categories required by CEQA Guidelines section 15126.2, which include project-related “consistency with local and regional plans,” “cumulative impacts,” “growth-inducing effects,” “significant unavoidable impacts,” “irreversible environmental changes,” and “effects found not to be significant.” For the first two categories (plans, cumulative), the EIR will have separate chapters. For the

remaining four categories, almost all of the information will already be included in other EIR chapters; to show a direct connection to the CEQA terms, one EIR chapter will summarize the findings according to these categories.

***Meetings:***

Minimum three (3) in-person meetings are included in this task, which Consultant considers more than adequate to coordinate the Administrative Draft EIR process with City staff and the design team. In order to maintain the City's proposed schedule, team discussions concerning EIR data needs, methodology, and potential impacts and mitigation measures must be accomplished efficiently and effectively up front, during Tasks 1 through 4, so that Consultant can concentrate on the work at hand. In addition, conference calls throughout the EIR process are already expected as part of the work scope. Should more meetings be required or requested by the City, please see Task 15 (Additional Meetings) below.

***Deliverable:*** Fifteen (15) copies of the ADEIR and one (1) CD with Microsoft Word and 1 CD with Adobe (pdf) version.

***9. TASK 9: PREPARE SCREENCHECK DRAFT EIR***

Consultant assumes the City will provide one consolidated, internally consistent set of staff comments on the Administrative Draft EIR. Consultant will prepare a "Screencheck" version of the Draft EIR for City staff approval prior to publication of the Draft EIR for public release.

***Deliverable:*** One (1) electronic version in Word and one (1) electronic version in Adobe PDF of the Screencheck Draft EIR.

***10. TASK 10: PREPARE PUBLISHED DRAFT EIR***

Consultant will prepare a Draft EIR, incorporating any revisions and refinements to the Screencheck Draft EIR in response to City staff comments. Consultant will also prepare the Notice of Completion/Availability (NOC/NOA) in Word for use by the City. Consultant will overnight the NOC/NOA to the State Clearinghouse (State Office of Planning and Research), beginning the 45-day Draft EIR response period. Consultant will follow-up with OPR to ensure that the NOC/NOA was received, released, and posted on the State Clearinghouse website.

***Deliverable:*** Sixty-five (65) printed and bound copies of the Draft EIR (including appendices, unless the City would prefer the appendices on separate CD disks) - 50 to the City for public distribution and 15 for Consultant to overnight to the State Clearinghouse; two (2) unbound copies; one (1) electronic version in Word; and one (1) electronic PDF version for City posting on its website. One (1) electronic version of the NOC/NOA in Word.

***City responsibility:*** Noticing.

***11. TASK 11: PUBLIC REVIEW AND HEARING***

The City will provide for a 45-day noticing period during which the public will have

an opportunity to review and comment on the DEIR. Consultant will attend one Planning and Transportation Commission hearing to answer questions on the Draft EIR from the public and the Commission. CEQA lead, will provide an overview (e.g., PowerPoint) of the Draft EIR process and findings. Should more meetings be required or requested by the City, please see Task 14 (Attend Certification Hearings) and Task 15 (Additional Meetings), below. Key sub-consultants may also need to attend the meetings.

**Deliverable:** PowerPoint presentation.

**Meetings:** Attend a Planning and Transportation Commission hearing on the draft EIR.

**City responsibility:** Noticing and conducting hearings, attending neighborhood meetings

## **12. TASK 12: PREPARE ADMINISTRATIVE FINAL EIR (RESPONSES TO COMMENTS AND DRAFT MMRP)**

Following public review of the Draft EIR, Consultant will respond to substantive comments on the Draft EIR and prepare an Administrative Final EIR. Consultant, in collaboration with City staff, will prepare responses to substantive comments received from the public, responsible or other agencies, and other interested parties during the review period for the Draft EIR.

The Administrative Final EIR will be prepared as an attachment to the Draft EIR. It will include a list of persons and agencies that commented on the Draft EIR; a summary of comments received on the Draft EIR; a collection of verbatim comments received on the Draft EIR (letters, memos, e-mails, minutes, etc.); written responses to each substantive environmental comment; and any revisions to the Draft EIR text or graphics necessary to adequately respond to the comments received.

Consultant will produce a draft Mitigation Monitoring and Reporting Plan (MMRP) consistent with CEQA section 21081.6 and will submit it to the City for review and approval. Consultant will work with City staff and legal counsel to prepare draft versions of the Findings of Fact and, if necessary, the Statement of Overriding Considerations.

This task includes one meeting with City staff to discuss the appropriate level of response to comments and the format for the Final EIR.

Consultant will prepare a Screencheck version of the Final EIR for City staff approval before reproduction of the Final EIR for public release.

**Deliverable:** Twenty-five (25) printed and bound copies of the Administrative Final EIR and draft MMRP, two (2) unbound copies, one (1) electronic version in Word, and one (1) electronic version in Adobe PDF. For the Screencheck Final EIR, one (1) electronic version in Word and one (1) electronic version in Adobe PDF.



**Meeting/City Involvement:** Collect and forward comments to Consultant, meet to discuss appropriate level of response to comments and format for preparing the Final EIR.

**13. TASK 13: PREPARE PUBLISHED FINAL EIR AND MMRP**

Consultant will prepare a Final EIR incorporating revisions and refinements based upon City staff responses to the Administrative Final EIR. Consultant's fee assumes that no more than 60 hours of environmental sub-consultant professional planning staff time will be required for responses to comments and preparation of the Final EIR. Consultant will also produce the final Mitigation Monitoring and Reporting Plan (MMRP).

The revised documents will be submitted to the City for certification by the City Council. Response to comments, resulting changes to DEIR, MMRP, Statement of Overriding Consideration, if necessary, Findings of Fact and prepare Final EIR (FEIR) and Notice of Determination. The FEIR shall include the reprinted DEIR with text changes.

Consultant will prepare the Notice of Determination (NOD) and will forward it to the State Clearinghouse. Concurrently, City staff will post the NOD with the County Clerk within five days of Project approval.

**Deliverable:** Fifty (50) printed and bound copies of the Final EIR and MMRP, two (2) unbound copies, one (1) electronic version in Word, and one (1) electronic version in Adobe PDF. For the NOD, one (1) electronic version in Word.

Note: For more resourceful and less costly production, the deliverables include printing the Final EIR as a separate attachment to the Draft EIR. Any revised pages to the Draft EIR will show track changes and will be coordinated and printed with the responses to comments, in a separate Final EIR document. The deliverables do not assume reprinting the entire Draft EIR.

**14. TASK 14: ATTEND CERTIFICATION HEARINGS**

In addition to the seven (7) meetings included in previous tasks (Tasks 1, 5, 6, 7, 10, and 11), Consultant will attend four (4) certification hearings with the Planning and Transportation Commission and/ or City Council to assist City staff in presenting the Final EIR and responding to questions. Consultant CEQA lead, will provide an overview (e.g., PowerPoint) of the Final EIR process and findings. Should more meetings be required or requested by the City, please see Task 15 (Additional Meetings) below.

**Deliverable:** PowerPoint presentation.

**15. Task 15: Additional Meetings (each)**

Should the City request additional meetings beyond those listed in this Environmental Consulting Services scope of work, those meetings shall be

invoiced hourly per the hourly rates in Exhibit C -1. Assume each additional meeting to be based on six-hour total meeting time – including preparation, on-site meeting, travel time beyond the employee's regular commute, mileage, and tolls.

-END-

**EXHIBIT “B”****SCHEDULE OF PERFORMANCE**

Consultant must perform the Services so as to complete each milestone within the date specified below, measured from the date of City's issuance of the Notice to Proceed (NTP) with the Services. The time to complete each milestone may be increased or decreased by mutual written agreement of Consultant and City so long as all Services are completed within the Term of the Agreement. Consultant must provide a detailed schedule of Services consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones

Target Completion

<b>Task A.1: PSB Preliminary Design - CEQA / EIR</b>	<b>December 2017</b>
<b>Task B.1: PSB Schematic Design</b>	<b>March 2018</b>
<b>Task B.2: PSB Design Development</b>	<b>August 2018</b>
<b>Task B.3: PSB Permit Set / Construction Documents</b>	<b>February 2019</b>
<b>Task B.4: PSB Project Bidding and Award</b>	<b>May 2019</b>
<b>Task B.5: PSB Construction Administration and Closeout</b>	<b>May 2021</b>
<b>Task C.1: Parking Structure Preliminary Design – CEQA / EIR</b>	<b>December 2017</b>
<b>Task C.2: Parking Structure Schematic Design</b>	<b>February 2018</b>
<b>Task C.3: Parking Structure Design Development</b>	<b>March 2018</b>
<b>Task C.4: Parking Structure Permit Set / Construction Documents</b>	<b>May 2018</b>
<b>Task C.5: Parking Structure Project Bidding and Award</b>	<b>July 2018</b>
<b>Task C.6: Parking Structure Construction Administration and Closeout</b>	<b>August 2019</b>
<b>Task E.2: PSB Threat Assessment (Predesign)</b>	<b>January 2018</b>
<b>Task E.4: PSB Programming Services for Technical Systems</b>	<b>January 2018</b>
<b>Task E.6: PSB Fixtures, Furniture and Equipment Design and Procurement Documents</b>	<b>February 2019</b>
<b>Task E.7: PSB Commissioning (Cx)</b>	<b>May 2021</b>

## EXHIBIT "C" COMPENSATION

The City agrees to compensate the Consultant for the Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below, and as further specified in each Task Order issued by the City. Compensation will 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 must perform the tasks and categories of Services 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 do not exceed the amounts set forth in Section 4 of this Agreement. Each phase requires a separate written Notice-to-Proceed (NTP). Phases 2 and 3 will be authorized at CITY's discretion, and upon approval of environmental review and budget for the Project.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT		
BASIC SERVICES	Phase 1	Phase 2	Phase 3
<b>Task A.1: PSB Preliminary Design - CEQA / EIR</b>	\$242,696		
<b>Task B.1: PSB Schematic Design</b>	\$495,700		
<b>Task B.2: PSB Design Development</b>	\$856,210		
<b>Task B.3: PSB Permit Set / Construction Documents</b>		\$1,915,206	
<b>Task B.4: PSB Project Bidding and Award</b>		\$90,127	
<b>Task B.5: PSB Construction Administration and Closeout</b>			\$1,149,124
<b>Task C.1: Parking Structure Preliminary Design – CEQA / EIR</b>	\$121,347		
<b>Task C.2: Parking Structure Schematic Design</b>	\$142,607		
<b>Task C.3: Parking Structure Design Development</b>	\$190,143		
<b>Task C.4: Parking Structure Permit Set / Construction Documents</b>		\$399,300	

<b>Task C.5: Parking Structure Project Bidding and Award</b>		\$19,014		
<b>Task C.6: Parking Structure Construction Administration and Closeout</b>			\$199,650	
<b>Task E.2: PSB Threat Assessment (Predesign)</b>	\$47,634			
<b>Task E.4: PSB Programming Services for Technical Systems</b>	\$34,164			
<b>Task E.6: PSB Fixtures, Furniture and Equipment (FF&amp;E) Design and Procurement Documents</b>		\$287,622		
<b>Task E.7: PSB Commissioning (Cx)</b>			\$27,173	
<b>Additional Excess Insurance Coverage</b>	\$25,000			<b>ROW TOTALS</b>
<b>TOTAL BASIC SERVICES</b>	\$2,155,501	\$2,711,269	\$1,375,947	\$6,242,717
<b>REIMBURSABLES</b>	\$128,185			
<b>SUBTOTAL (BASIC SERVICES &amp; REIMBURSABLES)</b>	\$2,283,686	\$2,711,269	\$1,375,947	\$6,370,902
<b>ADDITIONAL SERVICES – 10% OF SUBTOTAL</b>	\$637,090			
<b>TOTAL NOT-TO-EXCEED AMOUNT</b>	\$2,920,776	\$2,711,269	\$1,375,947	\$7,007,992

### **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or 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 will reimburse Consultant for the following expenses at cost, provided that the expenses were reasonably and necessarily incurred solely for providing the Services:

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

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

All requests for payment of expenses must be accompanied by appropriate documentation of the claimed expenditure, such as written receipts. Any expense

anticipated to be more than \$500 must be approved in writing in advance by the City's Project Manager.

**ADDITIONAL SERVICES**

Consultant will provide Additional Services related to a duly authorized Task Order only pursuant to advanced, written authorization from the City as specified in Section 4 of the Agreement. At the City's Project Manager's request, Consultant must submit a detailed written proposal including a description of the scope of Additional Services, schedule, level of effort, and Consultant's proposed maximum compensation, including reimbursable expenses, for such Additional Services based on the rates set forth in Exhibit C-1. The Additional Services, including scope, schedule and maximum compensation will be negotiated and memorialized in writing by the City's Project Manager and Consultant prior to commencement of the Additional Services. Such written agreements for Additional Services are deemed to be incorporated into the Task Order payment.

**[Optional]** Work required because the following conditions are not satisfied or are exceeded are considered Additional Services:

# EXHIBIT C-1 SCHEDULE OF RATES

## HOURLY RATE SCHEDULE

Firm / Title	Rate
<b>RossDrulisCusenbery Architecture, Inc</b>	
Principal-in-Charge	\$229
Design Principal	\$229
Project Manager	\$182
Senior Architect	\$166
Architect	\$156
Designer	\$130
Programmer	\$104
Drafter	\$104
Administrative Support	\$83
<b>W.P. Moore (Structural Engineer)</b>	
Principal-in-Charge	\$250
Director of Seismic Design	\$250
Senior Project Manager	\$180
Engineer	\$130
<b>WSP (MEP)</b>	
Senior Vice President	\$300
Vice President	\$225
Senior Associate	\$180
Mech. CAD	\$95
Electrical Engineer	\$130
Electrical CAD	\$95
Plumbing Engineer	\$130
Administrative	\$85
<b>Sandis (Civil Engineers)</b>	
Senior Project Manager	\$185
Project Manager	\$165
Project Engineer	\$140
Design Engineer	\$115
Engineer Technician	\$105
<b>Interstice (Landscape Architects)</b>	
Principal	\$240
Project Manager	\$180
Project Landscape Architect	\$160
Designer/Draftsperson	\$140
Administrative	\$90

<b>Firm / Title</b>	<b>Rate</b>
<b>Cumming (Cost Estimator)</b>	
Director	\$195
Associate Director	\$185
Senior Cost Manager	\$175
<b>Watry (Parking Structure Consultant)</b>	
Principal	\$265
Associate Principal	\$215
Project Manager	\$185
Project Engineer	\$175
Project Architect	\$175
Job Captain	\$165
Staff Designer	\$145
<b>Winbourne (PSB Technology Systems Consultant)</b>	
Project Manager	\$180
Senior SME	\$155
Senior Engineer	\$155
<b>WSP (Building Data Systems Designer)</b>	
Associate	\$160
Senior Engineer	\$155
<b>MIG (Environmental Consultant)</b>	
CEQA Project Manager	\$180
Senior Project Associate	\$135
Senior Environmental Planner	\$170
Project Associate	\$95



## EXHIBIT "D" INSURANCE REQUIREMENTS

CONSULTANTS 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:

REQUIRE D	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	\$2,000,000	\$5,000,000
		PROPERTY DAMAGE	\$2,000,000	\$5,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$2,000,000	\$5,000,000
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		\$2,000,000
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONSULTANT, 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 CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

- 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 CERTIFICATE(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 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](http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp)