



City of Palo Alto

City Council Staff Report

(ID # 11107)

Report Type: Consent Calendar

Meeting Date: 9/14/2020

Summary Title: Contract Award to McGuire Pacific Constructors for General On-Call Sign Services

Title: Approval of Contract Number C21178263 With McGuire Pacific Constructors, Not-to-Exceed \$130,000, for On-call Residential Preferential Parking Program (RPP) Signs and Installation

From: City Manager

Lead Department: Transportation Department

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute on-call contract C21178263 (Attachment A) for an amount not to exceed \$130,000 with McGuire Pacific Constructors, for Residential Preferential Parking Enforcement signage for the City over a two-year period.

Background

The City actively addresses city-wide parking and transportation challenges using a strategic, multi-faceted approach focused on parking management, parking supply, and transportation demand management programs. Parking management strategies have included the development of a city-wide Residential Preferential Parking (RPP) ordinance.

The RPP program limits non-permit holder parking to two hours during program hours. The RPP program was the result of a multi-year process that included business and resident stakeholder engagement with city staff on the development of the program. The program development included deliberations on enforcement hours, program boundaries, permit prices, and employee permit allocation. The comprehensive process represents a significant effort to begin managing neighborhood parking supply. An RPP Ordinance was adopted in December 2014, with the establishment of RPP districts in the residential areas of Downtown Palo Alto, Evergreen Park-Mayfield, Southgate, and Old Palo Alto.

Consistent with Council direction, staff is in the process of awarding an on-call contract necessary to maintain new and existing RPP signage, including parking sign fabrication, installation, and maintenance. The immediate need is to resolve an issue with existing signage that does not effectively communicate a restriction on re-parking in RPP zones to the public. The issue regarding current signage is that it effectively incentivizes the public to re-park every two hours, in contradiction with the program design, to avoid having to purchase either an employee or residential RPP permit. Producing and installing an overlay to resolve this issue is expected to utilize the entire \$130,000 available. If any funds remain after the re-parking restriction overlays have been completed, McGuire may be asked to provide additional support in relation to the RPP signage. Additional services may include custom signs, text overlays, pole extensions, or the like. This report provides an overview of the recommended enforcement strategy and vendor selection process.

The City of Palo Alto's Office of Transportation staff developed a Request for Quotes (RFQ) to receive proposals from firms that could implement the desired parking sign program in a timely manner for the City. The RFQ did not specify the number of parking signs installed; rather, the City invited proposers to analyze the RPP Districts and make a proposal based on their experience with similar services.

Evaluation

As specified in the RFQ, City staff used the following criteria for selection:

- Quality and completeness of the proposal;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- Cost to the city; and
- Proposer's compliance with applicable laws, regulations, policies (including City Council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The RFQ was issued in March 2020 and proposals were due on Wednesday, March 25, 2020. The City received the one (1) response to the RFQ: McGuire Pacific Constructors. Contract negotiations commenced in June 2020 and were completed on August 17, 2020.

Discussion

McGuire demonstrated a complete understanding of the four (4) RPP districts and experience installing signage in similar parking programs for other cities. Based on McGuire's understanding of the program requirements, level of service proposed and cost, City Staff felt that McGuire would be the most effective at yielding the type of on-call services, rather than re-bidding services.

The Office of Transportation will manage this contract to ensure that the McGuire executes work order tasks in a timely manner and to the standards of the City.

Community Engagement

The RPP ordinance, which delineates the RPP program parking restrictions, was adopted and approved by Council in January 2014, in response to increasing concern that non-resident parking in residential neighborhoods was negatively impacting neighborhood quality of life. City Council directed staff to develop both a City-wide ordinance establishing uniform procedures for establishment of RPP districts, and an RPP program design for the first “priority” neighborhood, which ultimately was identified as the Downtown neighborhoods. Shortly after the initial launch of the parking program, residents experiencing similar parking impacts were able to petition for an RPP. The program has since expanded to Evergreen Park-Mayfield, Southgate, and Old Palo Alto.

The overall outcome of the parking restrictions has dramatically lowered parking intrusion. Residents have been supportive of the RPP program since its inception.

Timeline

McGuire Pacific Constructors is the incumbent and the transition will be solely administrative. This new contract will commence October 2020.

Resource Impact

McGuire’s contract amount has been defined not-to-exceed \$130,000. The actual work may cost more or less per work order, depending on the volume of signs needed and how many new poles, etc. are needed. McGuire will draft work orders for City requests and will be required to include total compensation for approval. While unit/service rates have not changed due to COVID-19 impacts, the original terms were adjusted as a result of negotiation. The RFQ originally stipulated \$250,000 over five years, but the term and amount is reduced to provide opportunity for renegotiation at the end of the contract period. The funding for the two-year term of this contract is available in the Residential Preferential Parking (RPP) Fund’s (Fund 239) FY 2021 Adopted Operating Budget.

Policy Implications

Parking Enforcement of the RPP program is consistent with the City’s commitment to promote enhanced safety and mobility in Palo Alto’s transportation system while protecting resources and preserving the community's quality of life, and is also consistent with the following Comprehensive Plan goals:

1. Goal T-5, Policy T-5.1 All new development projects should manage parking

demand generated by the project, without the use of on-street parking, consistent with the established parking regulations. As demonstrated parking demand decreases over time, parking requirements for new construction should decrease

2. Policy T-5.11: Work to protect residential areas from parking impacts of nearby businesses and uses, recognizing that fully addressing some existing intrusions may take time.
3. Goal B-2; Policy B-2.2 Recognize that employers, businesses and neighborhoods share many values and concerns, including traffic and parking issues and preserving Palo Alto's livability, and need to work together with a priority on neighborhood quality of life.

Environmental Review

The proposed actions are not a project under the California Environmental Quality Act (CEQA). In the event the proposed actions are deemed a project under CEQA, they are exempt under CEQA regulation 15301 (Existing Facilities).

Attachments:

Attachment A: C15157271 McGuire Pacific (PDF)

CITY OF PALO ALTO CONTRACT NO. C21178263

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 17th day of August, 2020, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”)**, and **MCGUIRE PACIFIC CONSTRUCTORS**, a sole proprietor, located at 12500 Locksley Lane, Auburn, CA 95602, Telephone Number: (530) 888-0527, DIR #100009016 (**“CONTRACTOR”**). In consideration of their mutual covenants, the parties hereto agree as follows:

- 1. SERVICES.** CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.

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, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 5 of this Agreement. CONTRACTOR shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 5.

- 2. EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “A-1” – On-Call Task Order
- “B” - Schedule of Performance (Not Applicable)
- “C” – Schedule of Fees
- “D” - Insurance Requirements

Appendix “A” Claim for Public Contract Code Section 9204 Public Works Projects

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. TERM.

The term of this Agreement is from August 3, 2020 to August 2, 2022 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of One Hundred Thirty Thousand dollars (\$130,000.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 7, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in “Appendix ___ Claims for Public Contract Code Section 9204 Public Works Projects”.

This project is a 9204 Public Works Project and is required to comply with the claims procedures set forth in Appendix A, attached hereto and incorporated herein.

8. INVOICING. Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Mark Hur, Dept.: Office of Transportation, Telephone: (650) 329-2520. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE. CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.

B. QUALIFICATIONS. CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled “SERVICES,” and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR’s representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and

not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by

CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to

the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.
- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California 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 certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR 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 this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

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

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

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

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and

Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

[For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

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

MC GUIRE PACIFIC CONSTRUCTORS

City Manager or Designee

DocuSigned by:
By John Mc Guire, Jr. 8/17/2020
796A3B9822D44EC...
Name John Mc Guire, Jr.
Title owner
Telephone: 530-888-0527

Approved as to form:

City Attorney or Designee

EXHIBIT A SCOPE OF SERVICES

CONTRACTOR to perform on-call standard sign installations in support of a new or existing Residential Preferential Parking (RPP) districts in Palo Alto. The scope of work includes fabrication of the RPP signage and the installation of the signage based on City generated work-orders.

The CITY shall provide CONTRACTOR with a work order-type improvement plan for RPP sign installation; CONTRACTOR shall provide cost estimates for completion of the work and complete the work after written authorization to proceed.

TECHNICAL SPECIFICATIONS

The following types of signage will be required to be manufactured and installed for the project.

A) Standard Regulatory Parking Signs – Sign Installation onto Existing Sign Post

The CONTRACTOR shall install parking regulatory sign(s) onto existing sign posts that require the addition of a riser to accommodate new sign(s). Addition of a riser shall include the threading of the existing sign post, installation of a coupling bracket, and pole extension to support the new sign. The CONTRACTOR shall be responsible for providing all material.

B) Standard Regulatory Parking Signs – Sign & Sign Post Installation

The CONTRACTOR shall install parking regulatory sign(s) onto CONTRACTOR -furnished and installed sign post. Installation of a new sign post shall include coordination with U.S.A. Underground, the use of a core drill with a 6-inch bit to cut through existing concrete, installation of a new 2-inch sign post, and the use of a Portland cement to secure post and finishing to grade. Signs shall be installed a minimum of 7-ft from bottom of sidewalk or existing grade. New sign post installations shall not use any pole risers to accommodate the new sign installation(s). The contractor shall be responsible for providing all material.

C) Standard Regulatory Signs – Sign Installation onto Existing Streetlight

The CONTRACTOR shall install city-furnished parking regulatory sign(s) onto existing street lights, including all required brackets and hardware. The CONTRACTOR shall be responsible for providing all material.

ADDITIONAL SERVICES

The CITY shall work with the CONTRACTOR to identify a fee schedule for any additional RPP program signage services (custom signs, overlays, pole extensions, or the like).

The CONTRACTOR is required to use similar bracketing material as our actual signs to ensure compatibility with existing field hardware.



EXHIBIT "A-1"
GENERAL SERVICES TASK ORDER

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

CONTRACT NO.

ISSUE DATE

Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER

1B. TASK ORDER NO.

2. CONTRACTOR

3. PERIOD OF PERFORMANCE: START: _____ COMPLETION: _____

4. TOTAL TASK ORDER PRICE: \$ _____

BALANCE REMAINING IN MASTER AGREEMENT \$ _____

5. BUDGET CODE: _____

COST CENTER _____ COST ELEMENT _____ WBS/CIP _____ PHASE _____

6. CITY PROJECT MANAGER'S NAME/DEPARTMENT _____

7. DESCRIPTION OF SCOPE OF SERVICES

MUST INCLUDE:

- WORK TO BE PERFORMED
- SCHEDULE OF WORK
- BASIS FOR PAYMENT & FEE SCHEDULE
- DELIVERABLES
- REIMBURSABLES (with "not to exceed" cost)

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

I hereby authorize the performance of the work described above in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Contractor.

APPROVED:

CITY OF PALO ALTO

APPROVED:

COMPANY NAME: _____

BY: _____

Name _____

Title _____

Date _____

BY: _____

Name _____

Title _____

Date _____

EXHIBIT B
SCHEDULE OF PERFORMANCE
(On-Call Services Not Applicable)

**EXHIBIT C
SCHEDULE OF FEES**

Compensation based upon fee schedule

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

Task A: Standard Regulatory Parking Signs – Sign Installation onto Existing Sign Post

Lump sum cost that includes all labor and materials costs for the installation of one contractor-furnished 12”x18” standard Regulatory Parking sign onto an existing stand 2-inch galvanized sign post.

\$495.00 each

Task B: Standard Regulatory Parking Signs – Sign & Sign Post Installation

Lump sum cost that includes labor and material costs for installation of one new standard 2-in galvanized sign post and one contractor-furnished 12”x18” regulatory parking sign.

\$694.00 each

Task C: Standard Regulatory Sign – Sign Installation onto Existing Streetlight

Lump sum cost that includes labor and material costs for the installation of one contractor-furnished 12”x18” regulatory parking sign on an existing streetlight.

\$398.00 each

EXHIBIT D INSURANCE REQUIREMENTS

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

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

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|------------|--|---|-----------------|-------------|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES YES | WORKER'S COMPENSATION EMPLOYER'S LIABILITY | STATUTORY STATUTORY | | |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY | \$1,000,000 | \$1,000,000 |
| | | PROPERTY DAMAGE | \$1,000,000 | \$1,000,000 |
| | | BODILY INJURY & PROPERTY DAMAGE COMBINED. | \$1,000,000 | \$1,000,000 |
| YES | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY | \$1,000,000 | \$1,000,000 |
| | | - EACH PERSON | \$1,000,000 | \$1,000,000 |
| | | - EACH OCCURRENCE | \$1,000,000 | \$1,000,000 |
| | | PROPERTY DAMAGE | \$1,000,000 | \$1,000,000 |
| | | BODILY INJURY AND PROPERTY DAMAGE, COMBINED | \$1,000,000 | \$1,000,000 |
| NO | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | \$1,000,000 | |
| YES | THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES. | | | |

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED 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 INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

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

Appendix "A"

Claims for Public Contract Code Section 9204 Public Works Projects

The provisions of this this Appendix is provided in compliance with Public Contract Code Section 9204; they provide the exclusive procedures for any claims related to the Services performed under this Agreement.

1. Claim Definition. "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City.
- (B) Payment by the City of money or damages arising from the Services performed by, or on behalf of, the Contractor pursuant to the Agreement and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (C) Payment of an amount that is disputed by the City.

2. Claim Process.

(A) Timing. Any Claim must be submitted to City in compliance with the requirements of this Appendix no later than fourteen (14) days following the event or occurrence giving rise to the Claim. This time requirement is mandatory; failure to submit a Claim within fourteen (14) days will result in its being deemed waived.

(B) Submission. The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Appendix, and must include reasonable documentation substantiating the Claim. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Agreement, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(C) Review. Upon receipt of a Claim in compliance with this Appendix, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days from receipt, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period provided in this paragraph 2.

(D) If City Council Approval Required. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council

after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(E) Payment. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 3, below, shall apply.

3. Disputed Claims

(A) Meet and Confer. If the Contractor disputes the City's written response, or if the City fails to respond to a Claim submitted pursuant to this Appendix within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.

(B) Mediation. Any remaining disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing by the Contractor. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to any other remedies authorized by the Agreement and laws.

(i) For purposes of this paragraph 3.B, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(ii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation, if any, under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. City's Failure to Respond. Failure by the City to respond to a Claim from the Contractor within the time periods described in this Appendix or to otherwise meet the time requirements of this Appendix shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Appendix, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

5. Interest. Amounts not paid in a timely manner as required by this section shall bear interest at seven (7) percent per annum.

6. Approved Subcontractor Claims. If an approved subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the City shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

7. Waiver of Provisions. A waiver of the rights granted by Public Contract Code Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Public Contract Code Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Certificate Of Completion

| | |
|--|--------------------------------|
| Envelope Id: 5DA89C57CED54E7983BB4E3500002357 | Status: Completed |
| Subject: Please DocuSign: C21178263 McGuire - revised 081420.pdf | |
| Source Envelope: | |
| Document Pages: 21 | Signatures: 1 |
| Certificate Pages: 2 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Mimi Nguyen |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 250 Hamilton Ave |
| | Palo Alto , CA 94301 |
| | Mimi.Nguyen@CityofPaloAlto.org |
| | IP Address: 199.33.32.254 |

Record Tracking

| | | |
|--------------------------------------|--------------------------------|--------------------|
| Status: Original | Holder: Mimi Nguyen | Location: DocuSign |
| 8/14/2020 12:05:56 PM | Mimi.Nguyen@CityofPaloAlto.org | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Palo Alto | Location: DocuSign |

Signer Events

John Mc Guire, Jr.
 mpci@jps.net
 owner
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 796A3B9822D44EC...
 Signature Adoption: Pre-selected Style
 Using IP Address: 104.220.17.82

Timestamp

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 Viewed: 8/17/2020 4:35:33 PM
 Signed: 8/17/2020 4:37:26 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Mark Hur
 mark.hur@cityofpaloalto.org
 Parking Operations Lead
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 8/17/2020 4:37:29 PM

Nathan Baird
 nathan.baird@cityofpaloalto.org
 Manager Transportation Planning
 COPA
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 8/17/2020 4:37:30 PM

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Elizabeth Egli
elizabeth.egli@cityofpaloalto.org
Management Analyst
City of Palo Alto
Security Level: Email, Account Authentication
(None)

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Sent: 8/17/2020 4:37:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sarah Wilson
sarah.wilson@cityofpaloalto.org
City of Palo Alto
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 8/17/2020 4:37:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
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|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 8/17/2020 4:37:31 PM |
| Certified Delivered | Security Checked | 8/17/2020 4:37:31 PM |
| Signing Complete | Security Checked | 8/17/2020 4:37:31 PM |
| Completed | Security Checked | 8/17/2020 4:37:31 PM |

| Payment Events | Status | Timestamps |
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