



**Utilities Department
Engineering Division**

**REQUEST FOR PROPOSAL (RFP) NUMBER 140321
FOR PROFESSIONAL SERVICES**

**TITLE: "REDESIGNING AND REBUILDING OF GAS
RECEIVING STATIONS 1, 2, 3, AND 4"
(GS-08000, GS-09000, GS-10000, GS-11001)**

Pre-proposal Meeting:	10:00 a.m. Wednesday, April 6, 2011
RFP submittal deadline:	3:00 p.m. Thursday, April 14, 2011
Contract Administrator: (carolynn.bissett@cityofpaloalto.org)	Carolynn Bissett

**CITY OF PALO ALTO
PURCHASING/CONTRACT ADMINISTRATION
250 HAMILTON AVENUE
PALO ALTO, CA 94301
(650) 329-2271**

**REQUEST FOR PROPOSAL (RFP) NO.140321
FOR PROFESSIONAL SERVICES**

TITLE: Redesigning and Rebuilding of Gas Receiving Stations 1, 2, 3, and 4

1. INTRODUCTION

The City of Palo Alto (City) is requesting proposals for redesigning and rebuilding of Gas Receiving Stations 1, 2, 3, and 4. Work must be conducted and completed prior to October 15, 2011. Only one Gate Station can be non-operational at any given time. The duration of work at any Station shall not exceed two weeks.

The work under this contract shall include a comprehensive evaluation of the existing gas receiving stations and site conditions, design proposal of stations replacement piping and control systems, preparation of the drawings, obtaining design approval from the City, remote fabrication of proposed facilities, including flow and hydro testing and calibration of each completely assembled station, in accordance with approved design and all applicable standards, codes, and regulations, and break down and transportation of new systems to each designated site, site assembly, all concrete installation, startup, calibration and testing of new facilities, furnishing record drawings, coordination of the work with PG&E and City of Palo Alto Operations, and City of Palo Alto personnel training. The required services and performance conditions are described in the Scope of Work (or Services). The City has budgeted a maximum of \$940,000 for these services in the 2010/2011 Fiscal Year.

2. ATTACHMENTS

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

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

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

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Meeting

A non-mandatory pre-proposal conference will be held Wednesday, April 6, 2011 at 10:00 a.m. in the Utilities Department Conference Room 1,

1007 Elwell Court, Palo Alto, CA. There will be a tour of the four sites if requested. All prospective Proposers are strongly encouraged to attend.

3.2 Examination of Proposal Documents

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

- 3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

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

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 1:00 p.m., Monday, April 4, 2011. Correspondence shall be e-mailed to Carolynn.bissett@cityofpaloalto.org. Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

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

3.4 Submission of Proposals

All proposals shall be submitted to:

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

Proposals must be delivered no later than 3:00 p.m. on Thursday, April 14, 2011. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 3 copies plus 1 "original" of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP NO.140321 FOR PROFESSIONAL SERVICES: Redesigning and Rebuilding of Gas Receiving Stations 1, 2, 3, and 4." The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. Please do not submit proposals in plastic binders.

3.4 Withdrawal of Proposals

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

3.5 Rights of the City of Palo Alto

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

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

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

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	March 22, 2011
Deadline for questions, clarifications	April 4, 2011
Pre-Proposal Meeting and Teleconference	April 6, 2011
Proposals Due	April 14, 2011
Finalist Identified	April 15, 2011
Consultant Interviews	April 18 - 19
Consultant selection and contract preparation	April 20 – April 22
Contract awarded	May 23, 2011
Work commences	June 6, 2011

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

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

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

5.1 Chapter 1 – Proposal Summary

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

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

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

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

5.3 Chapter 3 – Qualifications of the Firm

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

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

5.4 Chapter 4 – Work Plan or Proposal

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

5.5 Chapter 5 – Proposed Innovations (*Optional*)

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

5.6 Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project

team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

5.7 Chapter 7 – Proposal Exceptions

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

5.8 Chapter 8 – Proposal Costs Sheet and Rates

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

Consultant shall provide the following information

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

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

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

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a fixed fee form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a fixed fee basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such

as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

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

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

Insurance Requirements

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

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

7. REVIEW AND SELECTION PROCESS

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

- 7.1 Quality and completeness of proposal;
- 7.2 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- 7.3 Proposers experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4 Cost to the city;
- 7.5 Proposer's financial stability;
- 7.6 Proposer's ability to perform the work within the time specified;
- 7.7 Proposer's prior record of performance with city or others;
- 7.8 Proposer's ability to provide future maintenance, repairs parts, services and/or manufacturer's warranty.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the City's Purchasing/Contract Administration Division to the successful Proposer.

8. ORAL INTERVIEWS

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

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

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

9. PUBLIC NATURE OF MATERIALS

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

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

10. COLLUSION

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

11. DISQUALIFICATION

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

- 11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 11.2 Any attempt to improperly influence any member of the evaluation team;
- 11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 11.4 Evidence of incorrect information submitted as part of the proposal;
- 11.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 11.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSAL

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

13. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

~ End of Section ~

Attachment A
Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact person, title, telephone and fax number: _____

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

Individual Joint Venture

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

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

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

Or, _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

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

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

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

Date: _____
Proposer's Signature

Proposer's typed name and title

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

Partnership or Joint Venture Name (type or print)

Date: _____
Member of the Partnership or Joint Venture signature

Date: _____
Member of the Partnership or Joint Venture signature

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

The undersigned certify that he/she is respectively:

_____ and _____
Signature Title

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

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

Attachment B – Scope of Work

A. Introduction

The City of Palo Alto (City) is requesting proposals for redesigning and rebuilding of Gas Receiving Stations 1, 2, 3, and 4. Work must be conducted and complete prior to October 15, 2011. Only one Gate Station can be non-operational at any given time. The duration of work at any Station shall not exceed two weeks.

The Work under this contract shall include a comprehensive evaluation of the existing gas receiving stations and site conditions, design proposal of stations replacement piping and control systems, preparation of the drawings, obtaining design approval from the City, remote fabrication of proposed facilities, including flow and hydro testing and calibration of each completely assembled station, in accordance with approved design and all applicable standards, codes, and regulations, and break down and transportation of new systems to each designated site, site assembly, all concrete installation, startup, calibration and testing of new facilities, furnishing record drawings, coordination of the Work with PG&E and City of Palo Alto Operations, and City of Palo Alto personnel training.

B. Scope of Work

1. Initial Study

a. Gather project data including:

- Visit the project sites
- Review drawings of the existing Gas Receiving Stations
- Obtain necessary data from PG&E
- Submit a project schedule for design, fabrication, testing, and assembly phases of the Work.

2. Design

All furnished equipment/piping shall be rated at minimum operating pressure of 400 PSIG and be able to flow stated capacities at the specified conditions in compliance with the City of Palo Alto Noise Ordinance. The Ordinance can be found at www.cityofpaloalto.org/civica/filebank/blobdload.asp?BlobID=2312 or obtained at the Development Center, 285 Hamilton Avenue or at the Revenue Collection Counter, 250 Hamilton Avenue, Palo Alto, CA 94301.

a. Parameters for Gas Receiving Stations:

- Stations are downstream of PG&E
- The PG&E delivery pressure approximately 60 PSIG
- The flow to the Stations is approximately:
 - Station 1: PG&E flow to the station is 970,000 SCFH @ 60 PSIG
 - Station 2: PG&E flow to the station is 970,000 SCFH @ 60 PSIG
 - Station 3: PG&E total flow to the station is 650,000 SCFH @ 60 PSIG (includes 200,000 SCFH to VA Hospital)
 - Station 4: PG&E total flow to the station is 120,000 SCFH @ 60 PSIG
- PG&E inlet piping MAOP:
 - Station 1: 400 PSIG
 - Station 2: 400 PSIG
 - Station 3: 375 PSIG
 - Station 4: 400 PSIG

Attachment B – Scope of Work

- The City delivery pressure:
 - Station 1: 25 PSIG
 - Station 2: 25 PSIG
 - Station 3: 25 PSIG and 35 PSIG (to VA Hospital)
 - Station 4: 25 PSIG

- b. Design Requirement for Gas Receiving Stations:
 - Class location for all stations 4
 - Gas flow velocity in the headers shall not exceed 100 ft/s
 - Skids fabricated of structural steel, painted gray
 - Skid mounted headers shall be designed to be positioned approximately 30" above the ground to center line of the pipe and have inlet and outlet valves sized as follows:
 - Station 1: 12" Inlet and 12" Outlet
 - Station 2: 12" Inlet and 10" Outlet
 - Station 3: 12" Inlet and 10" Outlet for Arastradero, Foothill, and Page Mill lines and 6" for VA Hospital Outlet
 - Station 4: 4" Inlet and 6" Outlet

The inlet valves for Stations 1, 2, 3 and 4 shall have 110V electric actuators with manual override; NEMA 4 explosion proof and NEMA 7 waterproof.

The Proposing Firm is required to perform headers/piping sizing calculations to determine the gas velocities and the noise level in the piping systems. The proposal shall contain suggestion regarding the pipes' diameters and schedule(s) to comply with the City of Palo Alto Noise Ordinance.

- Piping: steel pipe A53 schedule 40 Type S (Seamless) Grade B, over primer acrylic coated (in accordance with coating manufacturer's recommendations), gray. Piping specifications' selection and schedule are to be verified and substantiated by the Proposing Firm.
- There shall be a minimum of two runs per station with four minimum at Station 3. **Each run must handle an entire station flow.** Station 3 will require two separate runs with capacities of 450,000 and 200,000 scfh. The Contractor is also required to determine if a by-pass is necessary at each of the stations.
- Upstream Filter: Shall be a natural gas filter capable of flowing the stated capacities for each station and intended for removal of dry dust and pipe scale. The Proposing Firm will suggest the filters type and manufacturer.
- Valves (actuated and manually operated): Kerotest M-1 ball valve, full port, 300 ANSI weld end x 300 ANSI flanged
- Overpressure Protection: Standby Monitor System with Mooney Flowgrid Regulators, 300 ANSI, flanged end and Series 20 pilots
- Sensing lines: ½" stainless steel (304) tubing with isolating valves, 300 ANSI min.
- Three 1" Pressure taps on each run: P1 upstream of first pressure regulator, P2 upstream of second pressure regulator, and P3 downstream of second pressure regulator
- Insulating flanges at the outlet and inlet of the stations
- Downstream Ionix Static Eliminator
- Relief valve (the Consultant to provide justification for full size or token relief valve)
- Zunt Monolithic Insulating Joint, welded, 300 ANSI installed upstream of an inlet flange

Attachment B – Scope of Work

c. Testing

- Welding: All welded joints shall be inspected in accordance with API 1104, 19th Edition, visual and NDT 100% x-ray.
- Flow test: Air flow test for 1 hour at the fabrication facilities at the required design parameters (stated flow and pressure reductions) for each station.
- Hydro test: At 600 PSIG for 1 hour to ensure leak proof assembly

Weld inspection, flow and hydro tests documentations shall be submitted to the City prior to acceptance and shipping.

3. Submittals

a. The Proposal

The technical part of the submitted proposal must contain the following documents:

- Proposal Summary
- Basic flow calculations sizing headers/piping and regulators and indicating gas velocities and noise levels for each station.
- Suggested piping schedule (wall thickness).
- Basic description of the stations' design including indicating the proposed number of runs, describing/specifying major components (regulators, valves, and filters)
- Schematic stations drawings
- Schematic site plan indicating location of the proposed piping
- Basic project management plan including a detailed schedule of design duration, fabrication duration, testing duration, and construction/assembly schedules

b. Submittals for Design Approval

The successful bidder will be required to submit for City's review and approval the following Contract documents for each station prior to fabrication:

- Complete flow and sizing calculations
- Acoustic analysis
- Site drawings indicating locations/positions of proposed piping systems
- Construction/fabrication drawings with full equipment and material technical specifications for each gas receiving station, indicating point of connection to existing PG&E and City piping
- Three dimensional diagrams of new piping/equipment – naming equipment and with indication of pipe and equipment sizes
- Proposed sectioning (if required) of regulator runs for shipping
- Structural drawings of skid frame and calculations
- Concrete layout drawings and calculations
- Drawings shall be 24" x 36" sheet size with scale noted.
- Final delivery shall include drawings in AutoCAD 2010 (DWG) format in addition to hard copies
- Complete project management plan with construction schedule including engineering/design, procuring materials, fabrication, flow/hydro testing, site delivery, installation, testing, City personnel training.

Attachment B – Scope of Work

All submitted documents including but not limited to drawings, plans, schematics, calculations must be signed and stamped by the California licensed engineer. Upon submittal, these plans and specifications will become the property of the City.

4. Fabrication and Delivery to Sites

The new gas receiving stations shall be fabricated at the Contractor's facilities in accordance with approved design and all applicable standards, codes, and regulations. Each station shall be: pressure tested; all welds 100% NDT x-rayed; flow tested and calibrated prior to delivery to the City sites. After testing and calibrating at the fabrication facilities, the Contractor shall disassemble each station into transportable units to deliver to the City to each designated site.

Upon delivery, the Contractor shall reassemble the stations, start up, test, calibrate and commission facilities.

The Contractor will be responsible for installation of all required concrete footing in accordance with the design accepted by the City.

The Contractor will be required, after completing stations' installation to submit a complete set of records drawings and operating manuals including manufacturer literature associated with installed components.

5. Storage Facility

Municipal Service Center will provide the Contractor a location for temporary storage during the stations' assembly.

6. Training of City Personnel

The Contractor shall train City personnel to test, operate and calibrate new gas receiving facilities. The Contract shall include free on-call help for the duration of the warranty period. The contractor shall provide an operating manual for these stations detailing suggested maintenance, parts lists for components and trouble shooting guidelines.

7. Information Provided by the City

The City will provide the Consultant with the available existing Gas Receiving Stations schematic drawings, schematic plans indicating City's vision of the future facilities, and access to the sites. Proposers are advised that public record drawings may not be accurate.

8. Work Performed by City of Palo Alto

The City of Palo Alto will demolish abandoned utility control buildings at Stations 2 and 3 and modify the existing piping to accept the new facilities based on header design provided by the Contractor. The City will also provide welder(s) to connect the new gas receiving stations' infrastructure to City and PG&E lines.

C. Measurement and Payment

1. Progress Payments

The Consultant will be paid as follows:

Attachment B – Scope of Work

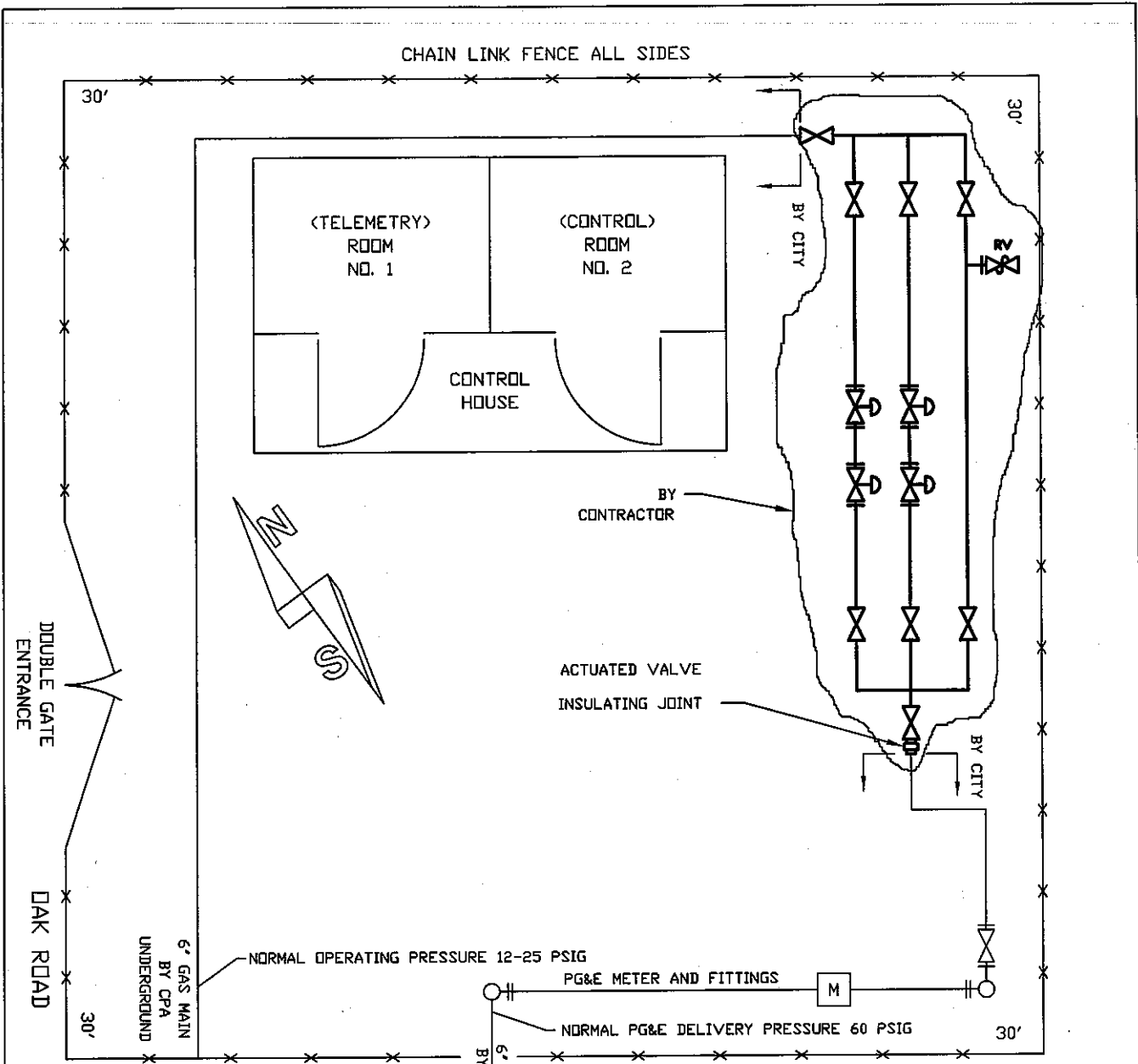
- Twenty percent (20%) upon submittal and approval of Contract drawings
- Thirty percent (30%) upon purchase of approved equipment/material
- Forty percent (40%) after City accepts installed stations at the sites
- Ten percent (10%) after completing City's personnel training and submittal of final documents.

D. Warranty

Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Completion, or, if no such notice is required to be filed, on the date that final payment is made.

Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and in behalf of City.

~ END OF SECTION ~



LEGEND:

- GATE VALVE
- RELIEF VALVE
- REGULATOR
- REDUCER
- GAS METER
- CAP
- ELBOW - TURN UP
- ELBOW - TURN DOWN
- ESD VALVE

APPROVED	2004
34533	
ROGER CVIAK V-G-V ENGINEERING MANAGER	RE. NO.
DRAWN LS	02/04
CHECKED GS	02/04

UTILITIES DEPARTMENT
W-G-W
ENGINEERING












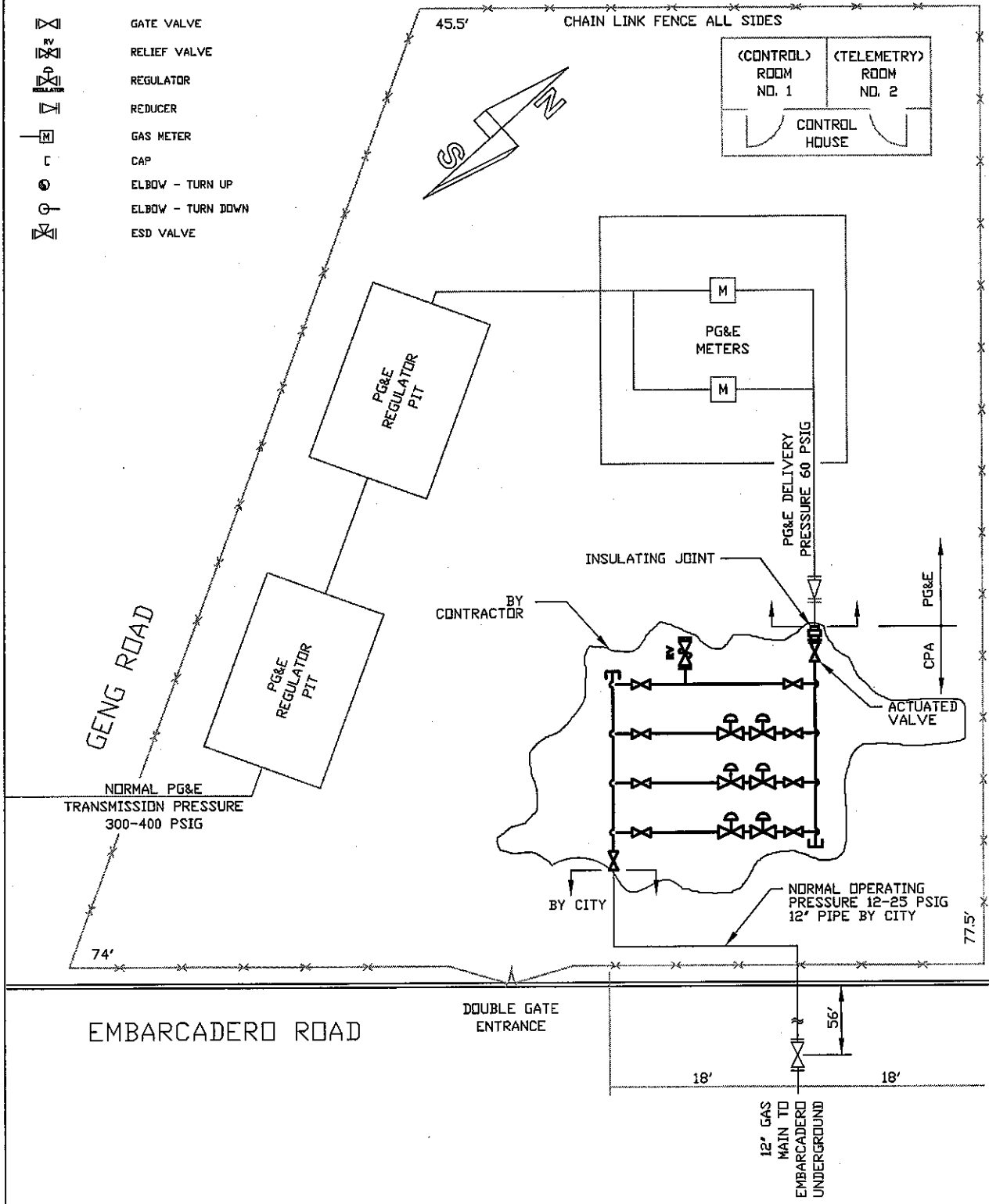
EMERGENCY GAS OPERATING PLAN
GAS RECEIVING STATION No. 4
OAK ROAD & SEARSVILLE ROAD
KEY VALVE 4"
PROPOSED

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD	

SCALE: AS NOTED DRAWING NO. G-346

LEGEND:

-  GATE VALVE
-  RELIEF VALVE
-  REGULATOR
-  REDUCER
-  GAS METER
-  CAP
-  ELBOW - TURN UP
-  ELBOW - TURN DOWN
-  ESD VALVE



DRAWN	LS	02/04
CHECKED	GS	02/04










UTILITIES DEPARTMENT
 W-G-W
 ENGINEERING

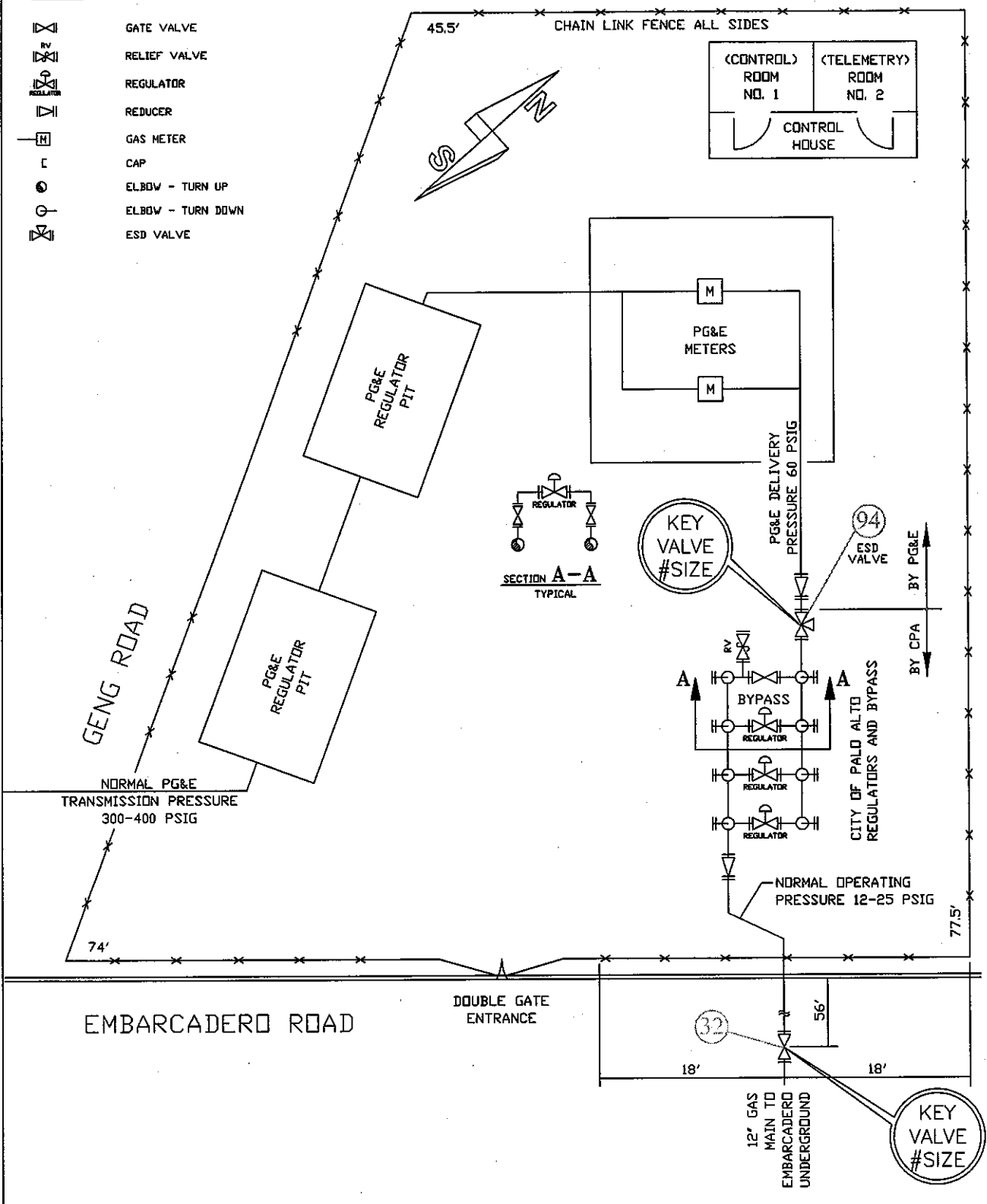


REQUEST FOR PROPOSAL
 SCOPE OF WORK
GAS RECEIVING STATION No 1
 1735 EMBARCADERO ROAD
PROPOSED

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD & RELOCATE REGULATOR	
2	03/30/09	REQUEST FOR PROPOSAL	
SCALE: NOT TO SCALE		DRAWING NO. 1	

LEGEND

-  GATE VALVE
-  RELIEF VALVE
-  REGULATOR
-  REDUCER
-  GAS METER
-  CAP
-  ELBOW - TURN UP
-  ELBOW - TURN DOWN
-  ESD VALVE



APPROVED _____ 2004
 34533
 ROGER CVIK RE. NO.
 W-G-W ENGINEERING MANAGER
 DRAWN LS 02/04
 CHECKED GS 02/04

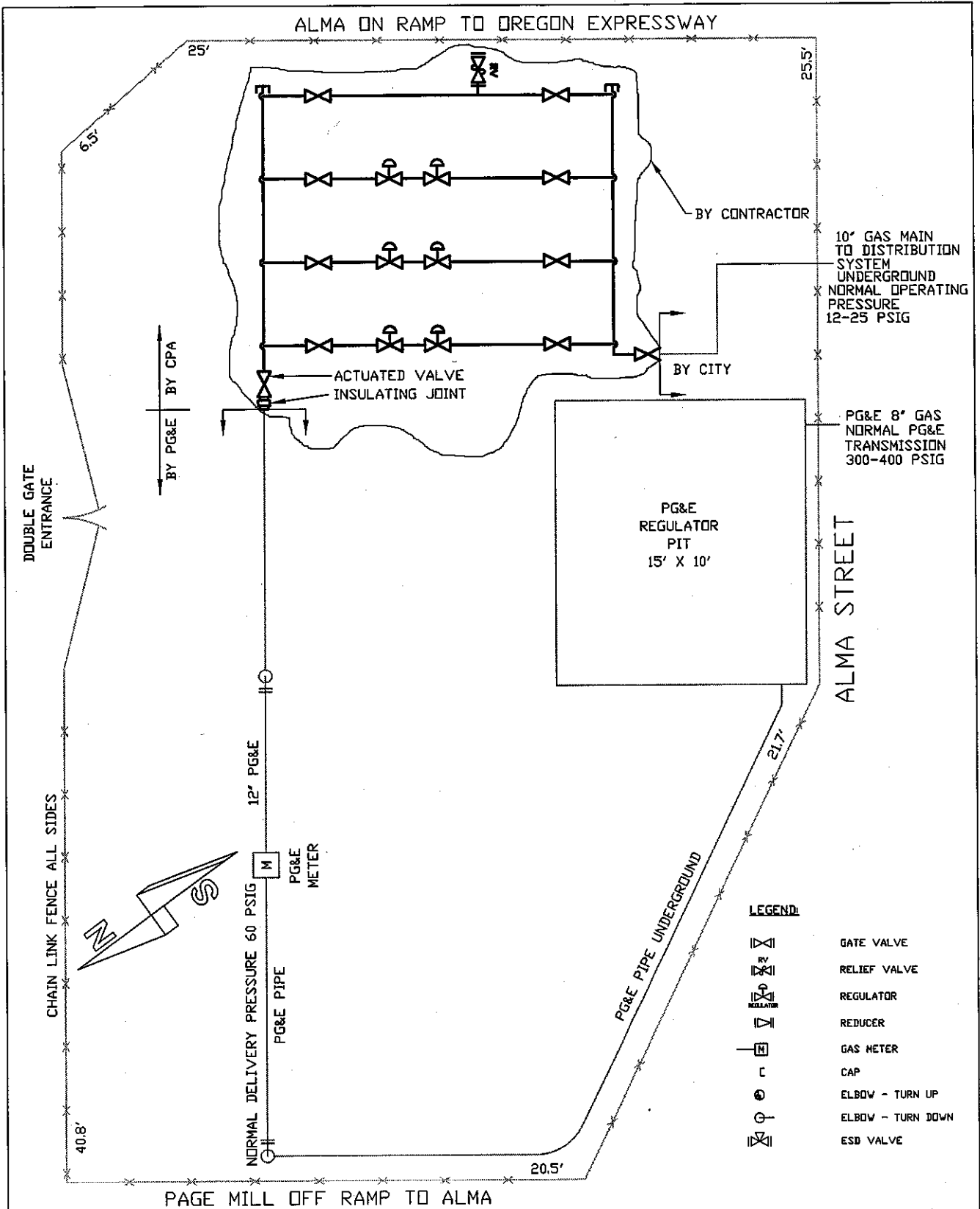
UTILITIES DEPARTMENT
 W-G-W ENGINEERING



EMERGENCY GAS OPERATING PLAN
GAS RECEIVING STATION No 1
 1735 EMBARCADERO ROAD
 KEY VALVE 12", 18"
 EXISTING

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD & RELocate REGULATOR	

SCALE: AS NOTED DRAWING NO. G-343



DRAWN	LS	02/04
CHECKED	GS	02/04

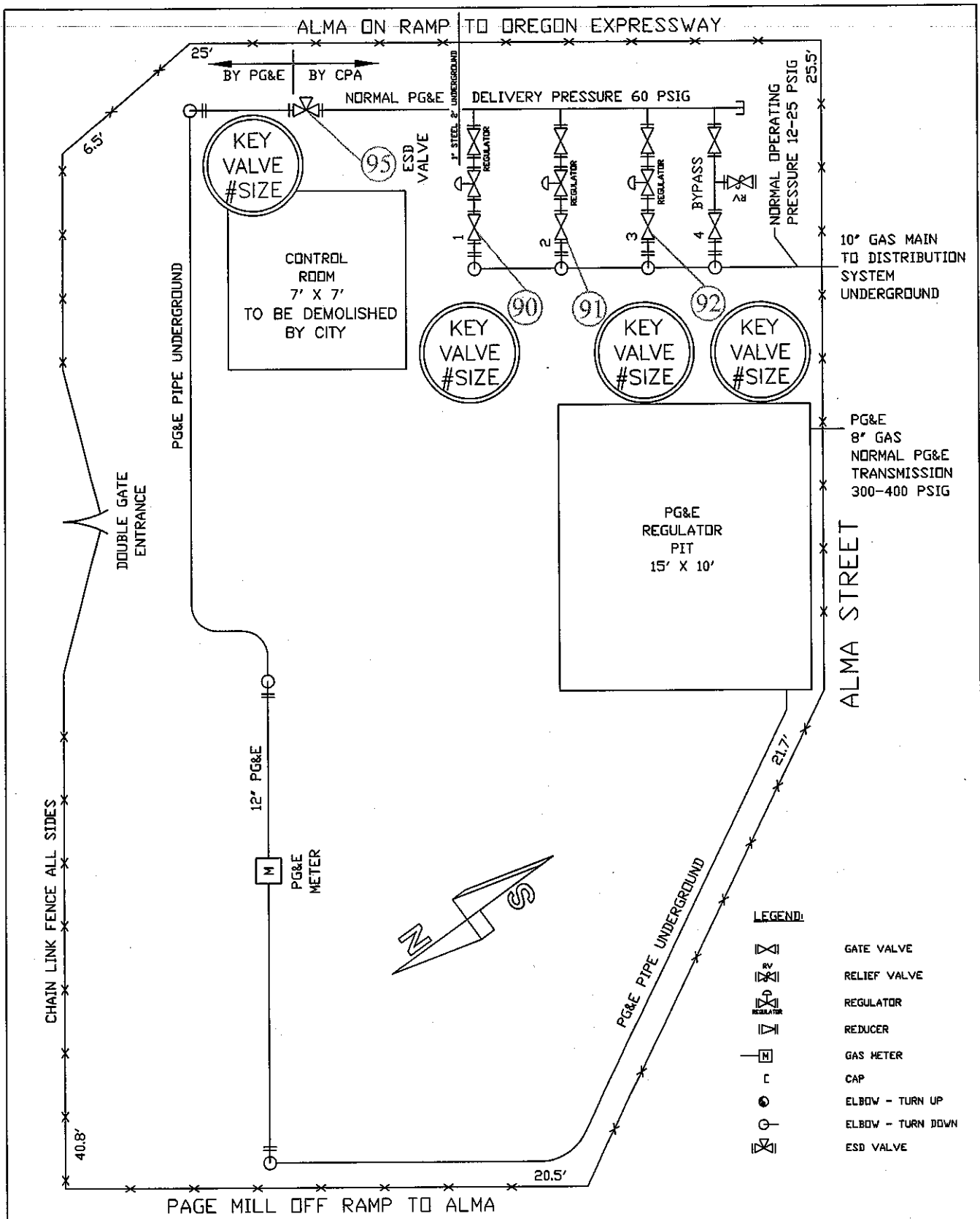
UTILITIES DEPARTMENT
W-G-W
ENGINEERING



REQUEST FOR PROPOSAL
SCOPE OF WORK
GAS RECEIVING STATION No. 2
ALMA ST. AND COLORADO AVE.
KEY VALVE 4", 4", 4", 10"
PROPOSED

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD	
2	03/30/09	REQUEST FOR PROPOSAL	

SCALE: NOT TO SCALE DRAWING NO. 2



APPROVED	2004
34533	
ROSEB CUIZAK	RE. NO.
V-G-V	ENGINEERING MANAGER
DRAWN	LS 02/04
CHECKED	GS 02/04

UTILITIES DEPARTMENT
 W-G-W
 ENGINEERING

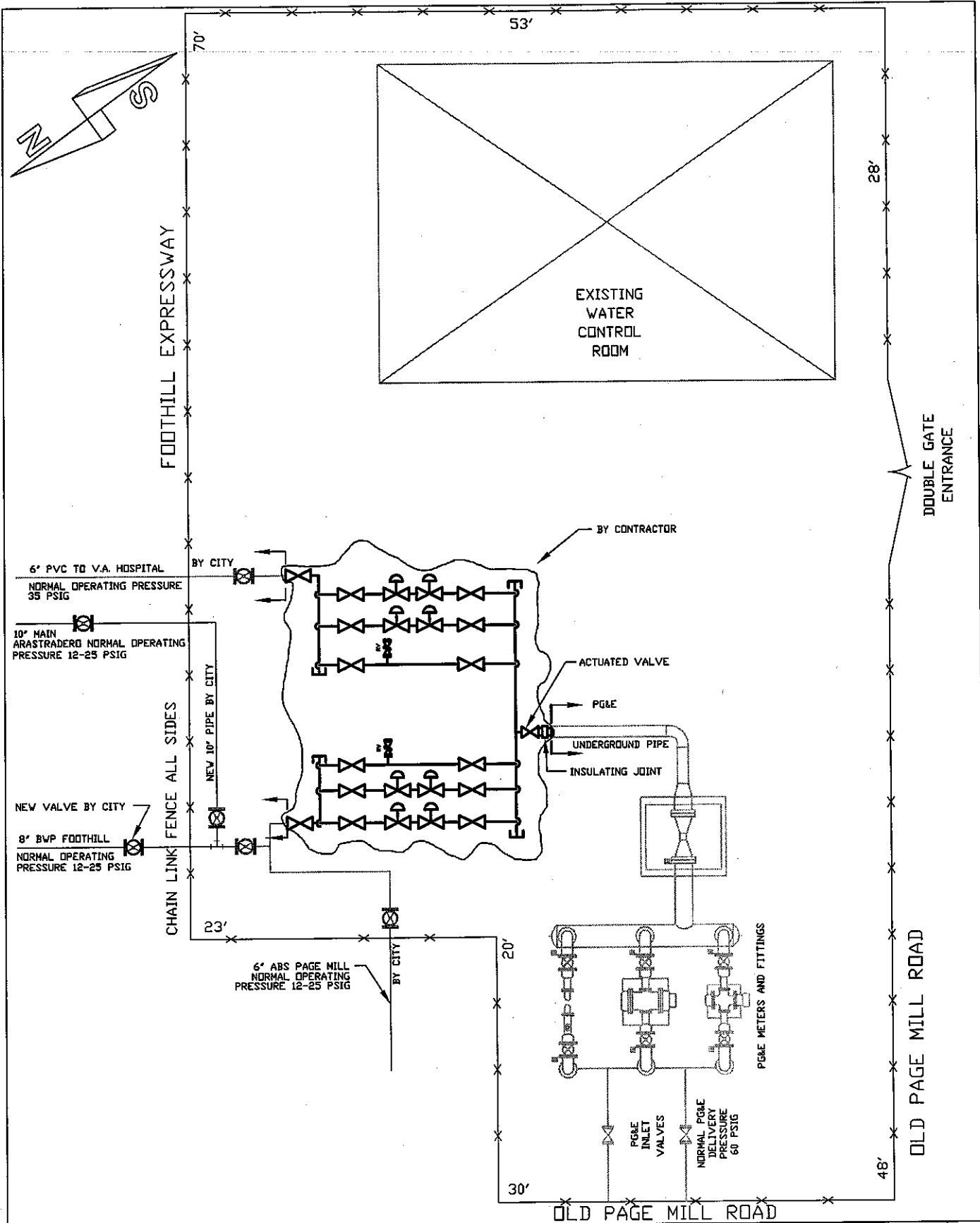


EMERGENCY GAS OPERATING PLAN
 GAS RECEIVING STATION No. 2
 ALMA ST. AND COLORADO AVE.
 KEY VALVE 4", 4", 4", 10"
 EXISTING

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD	

SCALE: AS NOTED DRAWING NO. G-344

FILE: GS-2



DRAWN	LS	02/04
CHECKED	GS	02/04

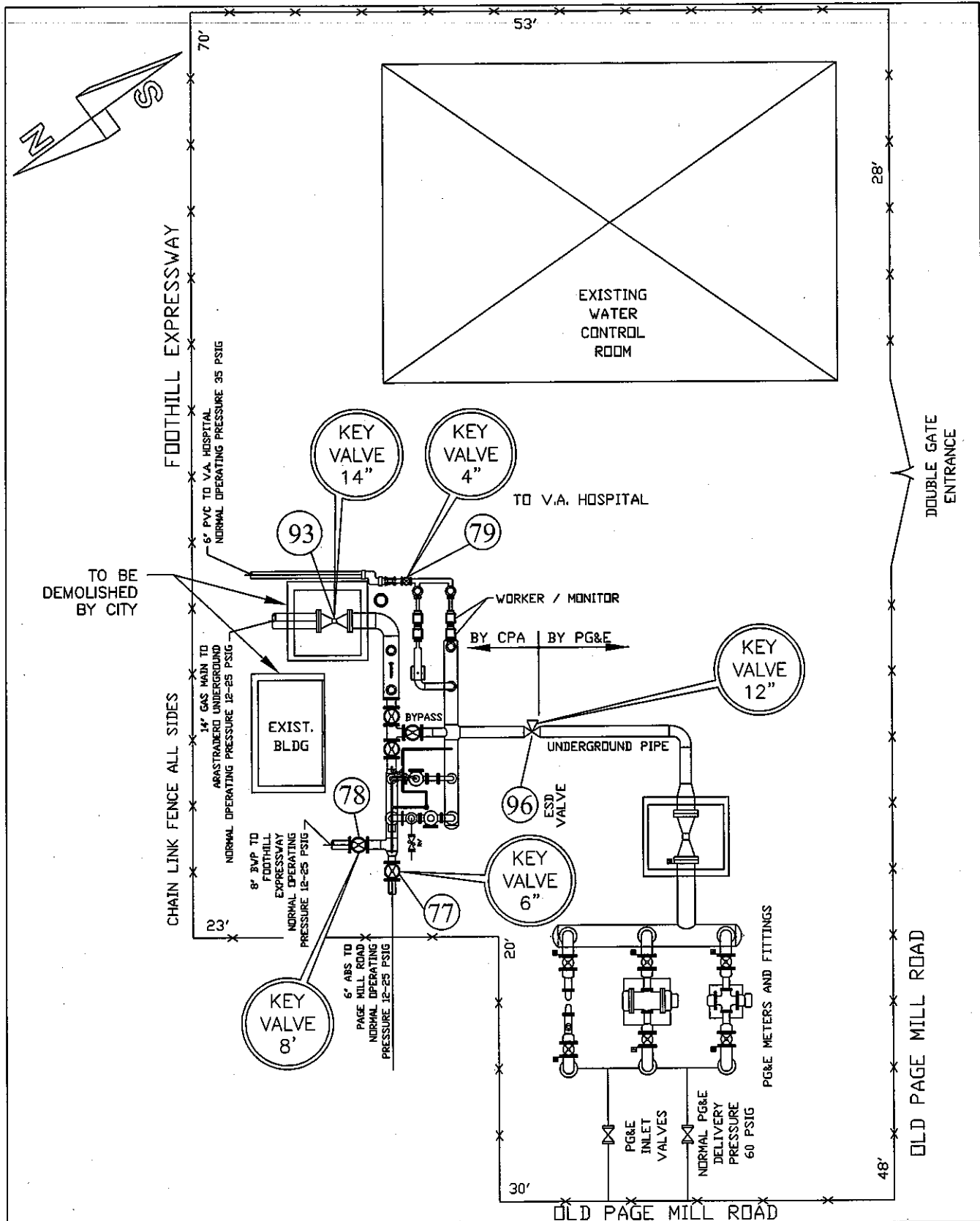
UTILITIES DEPARTMENT
W-G-W
ENGINEERING



REQUEST FOR PROPOSAL
SCOPE OF WORK
GAS RECEIVING STATION No 3
1961 OLD PAGE MILL ROAD
KEY VALVE 8", 6", 4", 14", 12"
PROPOSED

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD	
2	07/20/05	WORKER MONITOR VA HOSPITAL SERVICE	
3	03/31/09	REQUEST FOR PROPOSAL	

SCALE: NOT TO SCALE DRAWING NO. 3



APPROVED	2004
	34533
ROGER CVAIAK W-G-W ENGINEERING MANAGER	R.E. NO.
DRAWN	LS 02/04
CHECKED	GS 02/04

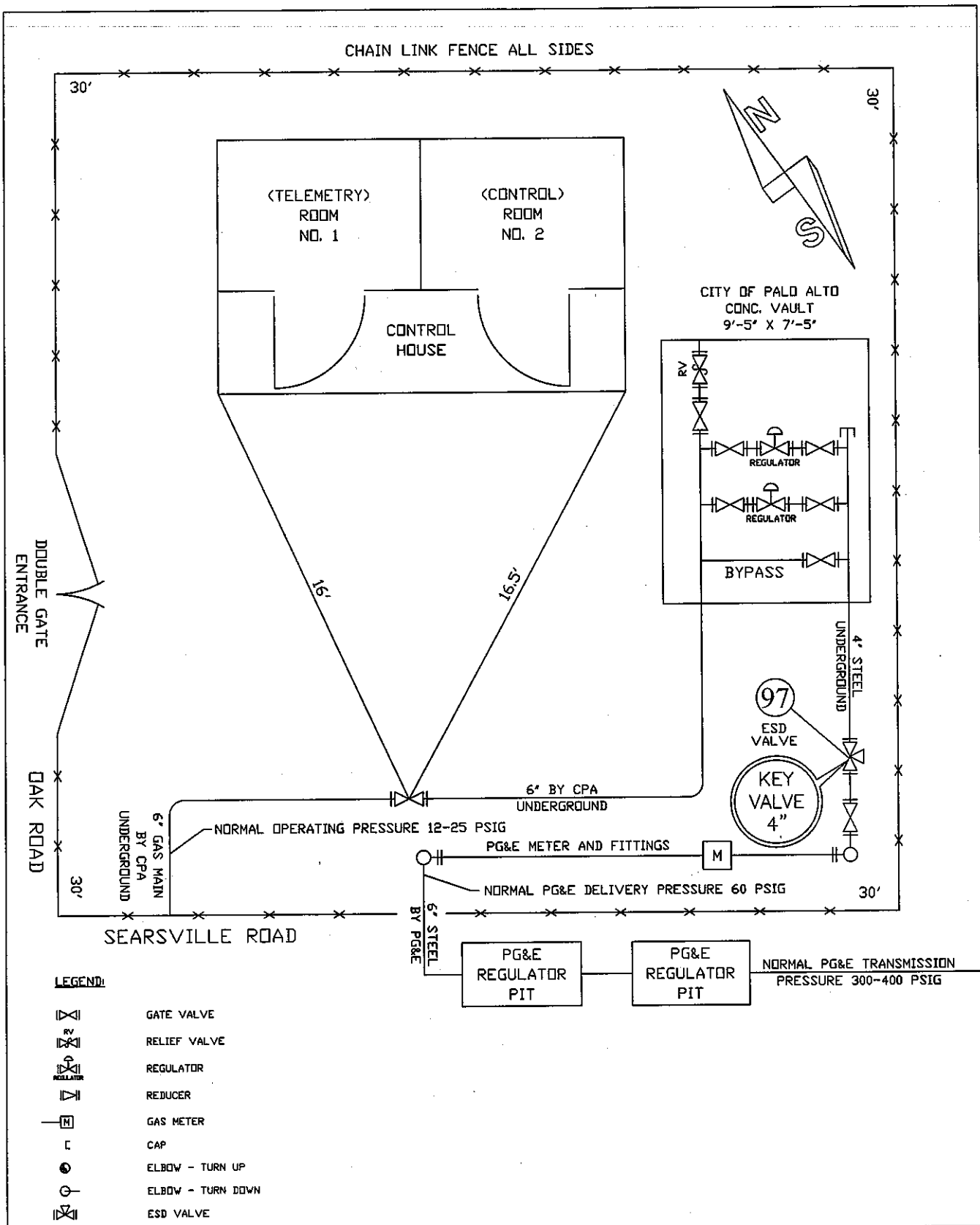
UTILITIES DEPARTMENT
W-G-W
ENGINEERING



EMERGENCY GAS OPERATING PLAN
GAS RECEIVING STATION No 3
1961 OLD PAGE MILL ROAD
KEY VALVE 8", 6", 4", 14", 12"
EXISTING

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD	
2	07/20/05	WORKER MONITOR VA HOSPITAL SERVICE	

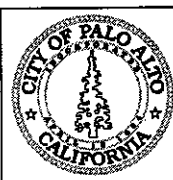
SCALE: AS NOTED DRAWING NO. G-345
FILE: GS-3



- LEGEND:**
- GATE VALVE
 - RELIEF VALVE
 - REGULATOR
 - REDUCER
 - GAS METER
 - CAP
 - ELBOW - TURN UP
 - ELBOW - TURN DOWN
 - ESD VALVE

APPROVED _____ 2004
 34533
 ROGER CVAIK RE. NO.
 V-G-V ENGINEERING MANAGER
 DRAWN LS 02/04
 CHECKED GS 02/04

UTILITIES DEPARTMENT
 W-G-W ENGINEERING



EMERGENCY GAS OPERATING PLAN
 GAS RECEIVING STATION No. 4
 OAK ROAD & SEARSVILLE ROAD
 KEY VALVE 4"
 EXISTING

REV	DATE	DESCRIPTION	APPR.
1	02/05/04	ADDED ESD	

SCALE: AS NOTED DRAWING NO. G-346

CITY OF PALO ALTO CONTRACT NO.
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
FOR PROFESSIONAL SERVICES

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

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to _____ (“Project”) and desires to engage a consultant to _____ in connection with the Project (“Services”).
- B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

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

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

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

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Dollars (\$). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed Dollars (\$). The applicable rates and schedule of payment are set out in Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

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

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives

Professional Services
Rev. June 2, 2010

notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

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

SECTION 12. SUBCONTRACTING.

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

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

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign _____ as the _____ to have supervisory responsibility for the performance, progress, and execution of the Services and _____ as the project _____ to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's project manager is Aleksandr Pishchik, Utilities Department, Engineering Division, 1007 Elwell Court, Palo Alto, CA 94303, Telephone (650) 566-4521. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

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

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

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

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

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

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

SECTION 18. INSURANCE.

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

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

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

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

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

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

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

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

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

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

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section

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Rev. June 2, 2010

2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the City's Environmentally Preferred Purchasing policies which are available at the City's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of the City's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Consultant shall comply with the following zero waste requirements:

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

SECTION 24. NON-APPROPRIATION

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

SECTION 25. MISCELLANEOUS PROVISIONS.

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

25.2. In the event that an action is brought, the parties agree that trial of such action

will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

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

CONSULTANT

City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Senior Asst. City Attorney

Attachment D
SAMPLE TABLE FORMAT
QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

*Include name, title and phone number.

Attachment E – Cost Proposal Table

Task	Scope	Price
1	Comprehensive evaluation of the existing Gas Receiving Station One (1735 Embarcadero Road) and site conditions, design proposal of station's replacement piping and control systems, preparation of the drawings, obtaining design approval from the City, remote fabrication of proposed facility, including flow and hydro testing and calibration of the completely assembled station, in accordance with approved design and all applicable standards, codes, and regulations, and disassembly and transportation of new systems to each designated site, site assembly, all concrete installation, startup, calibration and testing of new facility, furnishing record drawings, operating manuals and coordination of the Work with PG&E and City of Palo Alto Operations, and City of Palo Alto personnel training.	
TOTAL NOT TO EXCEED TASK 1		\$
2	Comprehensive evaluation of the existing Gas Receiving Station Two (Alma Street at Colorado Avenue) and site conditions, design proposal of station's replacement piping and control systems, preparation of the drawings, obtaining design approval from the City, remote fabrication of proposed facility, including flow and hydro testing and calibration of the completely assembled station, in accordance with approved design and all applicable standards, codes, and regulations, and disassembly and transportation of new systems to each designated site, site assembly, all concrete installation, startup, calibration and testing of new facility, furnishing record drawings, operating manuals and coordination of the Work with PG&E and City of Palo Alto Operations, and City of Palo Alto personnel training.	
TOTAL NOT TO EXCEED TASK 2		\$
3	Comprehensive evaluation of the existing Gas Receiving Station Three (1961 Old Page Mill Road) and site conditions, design proposal of station's replacement piping and control systems, preparation of the drawings, obtaining design approval from the City, remote fabrication of proposed facility, including flow and hydro testing and calibration of the completely assembled station, in accordance with approved design and all applicable standards, codes, and regulations, and disassembly and transportation of new systems to each designated site, site assembly, all concrete installation, startup, calibration and testing of new facility, furnishing record drawings, operating manuals and coordination of the Work with PG&E and City of Palo Alto Operations, and City of Palo Alto personnel training.	
TOTAL NOT TO EXCEED TASK 3		\$

Task	Scope	Price
4	Comprehensive evaluation of the existing Gas Receiving Station Four (Oak Road & Searsville Road) and site conditions, design proposal of station's replacement piping and control systems, preparation of the drawings, obtaining design approval from the City, remote fabrication of proposed facility, including flow and hydro testing and calibration of the completely assembled station, in accordance with approved design and all applicable standards, codes, and regulations, and disassembly and transportation of new systems to each designated site, site assembly, all concrete installation, startup, calibration and testing of new facility, furnishing record drawings, operating manuals and coordination of the Work with PG&E and City of Palo Alto Operations, and City of Palo Alto personnel training.	
TOTAL NOT TO EXCEED TASK 4		\$
GRAND TOTAL NOT TO EXCEED TASKS 1 - 4		\$

Attachment "F" INSURANCE REQUIREMENTS

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

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

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

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

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

A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

Professional Services
Rev June 2, 2010

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**