



Utilities Department
Engineering Division

**REQUEST FOR PROPOSAL (RFP) NUMBER 132135
FOR PROFESSIONAL SERVICES**

**TITLE:
GEOSPATIAL DESIGN AND MANAGEMENT SOLUTION
PROJECT
(CIP WS02014)**

Pre-proposal Teleconference:

**3:30 p.m.
THURSDAY, JULY 23, 2009**

RFP submittal deadline:

**3:00 P.M.
TUESDAY, AUGUST 4, 2009**

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. 132135
FOR PROFESSIONAL SERVICES**

TITLE: Geospatial Design and Management Solution Project

1. INTRODUCTION

The City of Palo Alto is seeking proposals from qualified firms to provide professional services for to create a unified database to store and manage all Utility infrastructure (including electric, water, gas, wastewater, and fiber optic) information. The required services and performance conditions are described in the Scope of Work (or Services).

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* (*and Questionnaire, if applicable*)

Attachment B – Certification of Non-discrimination*

Attachment C – Scope of Work/Services

Attachment D – Sample Agreement for Professional Services

Attachment E – Sample Table, Qualifications of Firm Relative to City's Needs

Attachment F – Sample Cost Proposal Format

Attachment G – Insurance Requirements*

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 Teleconference

A pre-proposal teleconference will be held Thursday, July 23, 2009 at 3:30 p.m. In order to participate, please call AT&T's teleconference number: 1-877-336-1831 using Access Code 5301570. **All prospective proposers are strongly encouraged to call in to the teleconference.**

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., Wednesday, July 29, 2009. Correspondence shall be emailed to the Contract Administrator, 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 Tuesday, August 4, 2009. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 5 copies plus one original of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP NO.132135 FOR PROFESSIONAL SERVICES: GEOSPATIAL DESIGN AND MANAGEMENT SOLUTION PROJECT." The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged.

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 RFP Timeline

The tentative RFP Timeline is as follows:

RFP Issued	July 17
Pre-Proposal Meeting	July 23
Deadline for questions, clarifications	July 29
Proposals Due	Aug. 4
Finalist Identified	Aug. 10
Consultant Interviews	Aug. 17
Consultant selection and contract preparation	Aug. 24
Contract awarded	Sept. 21
Work commences	Oct. 1

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 E) 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. Provide a progress timeline with estimated duration for each task including a breakdown of subtasks. Propose associated deliverables, if applicable, for each task. 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 D – "Sample Agreement for Services." Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates (Submit in a separate sealed envelope.)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provide a Cost Breakdown Structure to include each subtask. The proposed cost shall include all incidentals that are required to complete the tasks and to deliver the product to meet the project's objectives. 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 a table (See Sample Table, Attachment F).

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.
- Most recent complete financial instrument that would establish Proposer's ability to complete the obligations of the contract resulting from this solicitation. (optional)

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 *not-to-exceed budget per task* form of contract. A Sample Agreement of Services is provided as Attachment D. The method of payment to the successful Proposer shall be on a *not-to-exceed budget per task* 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 G. 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 G.

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 in response to this RFP based on the following criteria:

- 7.1 Familiarity with the City.
- 7.2 Experience & Qualifications.
- 7.3 Proposed project cost to the city.

7.4 Methodology.

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 Proposal Material

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:

- 12.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 12.2 Any attempt to improperly influence any member of the evaluation team;
- 12.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 12.4 Evidence of incorrect information submitted as part of the proposal;
- 12.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 12.6 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.

Attachment A
Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact person, title, telephone and fax number: _____

Taxpayer Identification No. _____
(or Social Security Number if Sole Proprietorship)

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:

Signature and _____
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 Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

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 (2) Partners or each of the Joint Venturers 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(s) shall sign as follows:

The undersigned certify that they are respectively:

Title

and

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 C – Scope of Work
Geospatial Design and Management Solution Project

INTRODUCTION:

The City of Palo Alto, Department of Utilities (CPAU), is seeking proposals from qualified consultants for the implementation of a geospatial design and management solution for all utilities managed by the Utilities Department. The main criteria for the new application is that it must maintain the existing City Enterprise Geographical Information System (GIS) format and use the Autodesk products currently being utilized by CPAU engineering. A successful project will interface all utilities (water, gas, wastewater, electric, fiber optic, traffic signal, street lights, etc...) into one common platform and develop editing software as well.

The City of Palo Alto is located on the San Francisco peninsula, at the southern end of San Francisco Bay. The City's Utilities Department owns and operates its electric, fiber optic, water, gas, & wastewater utilities and potentially reclaimed water utility in the future.

Palo Alto's infrastructure data is partially stored in the City's Enterprise Geographical Information System (GIS) relational database (currently Microsoft SQL Server, with possible future migration to spatial). This data is accessed and edited by staff in all departments on a daily basis.

The existing design tools used by Utilities Department for data creation/editing include AutoCAD, AutoCAD Map 3D, and AutoCAD Utility Design. The Utilities Department is currently implementing data management on various database(s)/system(s). The electric utility is managing the data in 4DataLink System; the fiber optic, street light, water, and gas utilities are maintained in AutoCAD drawing format; and traffic signal and wastewater utility are using the City's Enterprise GIS to create/edit/manage the data.

CPAU is looking for tools to increase productivity and continue using Autodesk products for design & drafting, and replace the implemented data management for electric on the 4DataLink system.

For maintenance of ongoing work, CPAU is looking for user-friendly and efficient tools to add, modify, and delete map features including the population of attribute data directly to GIS features. CPAU would like to integrate the tools and functions from AutoDesk products including the current AutoCAD Utility Design (AUD) application used for the production of documents such as construction drawings and work orders with the data management of the GIS system.

The City's Enterprise GIS is intended to be the primary data store for all organizational GIS data.

OBJECTIVES:

The principal objectives of this project are:

1. The CPAU's primary goal is to integrate the various mapping functions into a common platform maintained by the respective owners of each data set, with all master information stored in the City GIS.
2. The future application will replace and abandon the current 4DataLink System and must maintain the existing City Enterprise GIS format, without the creation of middleware which requires a translation of the data in either direction, and be editable with Autodesk products currently being used by CPAU engineering.
3. Achieve a solution based on ease of use with flexible administration, distribution of data via user-friendly tools, and integration with external systems while using and enforcing all current City GIS data security.
4. Integrate the various utility data sources, with all connectivity and attribute data, into one common platform using the City's Enterprise GIS database as the sole repository of all CPAU infrastructure data and general City GIS security, viewing, and querying application with analysis capabilities as determined by CPAU.
5. Extract data from the City's Enterprise GIS database and use existing CPAU AutoCAD design standards and tools for editing/updating as-built information as well as creating engineering design drawings.
6. Increase design productivity and preparation of construction documents. The increase of production is related to design, improvement of future USA marking accuracy, improvement of as-built activities, and maintenance of data management.
7. Integrate the AutoCAD Utility Design and work order system currently being used by Electric Engineering into the City GIS database.
8. Develop/maintain automated process to as-built and develop desired "styles" for each utility in the new database. Facilitate the creation and importation of as-built information into the City GIS.
9. Integrate with existing City systems, GIS, SAP, Access Databases, ICOMMM, AutoCAD, and AUD drawings.
10. Allow program scalability (to interface other software with the City's Enterprise GIS system in the future.)

TESTING OF DATASET AND DATA MODEL (See Task 2.9 under Scope of Project)

A testing of the dataset and model is required prior to engaging with the system-wide implementation and final production. Data for all utilities will be included within a pre-determined area. The geographic area will be the downtown core bounded by the "B6" 4DL electric map (see Appendix) and the analogous area for water and gas. For Water and Gas, AutoCAD maps will be used to migrate the data (via loading or conversion) into the City's Enterprise GIS. Wastewater currently stores, creates, and maintains their data in the City's Enterprise GIS and should be loaded into the new application. The data in this area should be fully attributed and network connected. This migrated data should be integrated and match with functional cadastral, road features, and storm drain data also stored in the City's Enterprise GIS.

TIMEFRAME

CPAU is looking for a solution within a short implementation timeframe. The response should include a proposal defining the scope of work and proof of concept, including detailed schedules.

GENERAL REQUIREMENTS

The application shall be able to integrate all spatial information and make it available throughout the City network. Spatial information shall be accessible for use by Utilities, City's Enterprise GIS, Operations, and all City Departments involved in the business processes.

The application shall integrate design and spatial information with existing CPAU and City systems without the need for proprietary tools or middleware.

The application shall leverage the software training and familiarity of CPAU employees in the use of AutoCAD, AutoCAD Map 3D, and AUD. Design functionality and data creation/editing shall be compatible with existing CPAU design tools (AutoCAD, AutoCAD Map 3D, and AutoCAD Utility Design).

The application shall extract data into DWG files which can be used in AutoCAD Utility Design, AutoCAD Civil 3D, and the ability to merge design data from these applications back into the design and geospatial application (City Enterprise GIS).

The application shall exchange information with the City's Enterprise Geographical Information System (GIS). Data shall be retrieved from the City's Enterprise GIS and then edited in a design/editing environment which is compatible with existing CPAU design tools. Once editing is complete, the updated data will be stored and available in the City Enterprise GIS maintaining all existing security.

The application shall leverage CPAU's investments in existing DWG drawings, the 4Datalink system, and The City's Enterprise GIS.

The application shall integrate The City's Enterprise GIS and Utilities AutoCAD data from both paper and electronic sources into a single platform of design and spatial information.

NEW APPLICATION REQUIREMENTS

- Provide administrative and security access per user's privileges maintaining the security from the City's Enterprise GIS.
- Ability to build a network model with user friendly and efficient tools.
- Provide tools to build system connectivity on newly created facilities. Automate connectivity rules to input connectivity requirements when facilities are created.
- Provide tools to add connectivity on existing facilities.
- Provide tools to build topology relations of utility facilities.
- Provide phase management for electric utility.
- Provide an electric circuit trace capability.
- Ability to provide batch plotting including the creation of PDF files.
- Ability to change symbols/line types/definitions on the fly and maintain standards.
- Ability to display graphics in different modes specifically for displaying electric information and distribution maps following standards.
- Ability to search by any attributes defined by CPAU and browse the utility map.
- Ability to search by areas, locations, and/or streets with a browser friendly environment.
- Easy creation and display of attribute data, as well population of attribute data maintaining standards.
- Ability to support multi-utility modeling of the same database (GIS).
- Ability to display utilities information in the customary block book map format including electric, street light, fiber, water, gas, and wastewater distribution maps.
- Provide a complete project setup for design of improvement projects following and maintaining standards and security.
- Provide a system to maintain design projects in the database for others to view following all standards and security.
- Display status of the project. This may include project versions. i.e., Draft, preliminary, planned, design, in construction, or as-built.
- Create different modes (design, construction and as-built modes) with proper activation.
- Ability to retrieve features and data information from GIS to the project setup following standards and security.
- Ability to integrate data from transformers, poles, meters, utility accounts, stores, and HR modules in SAP.
- Integrate standalone application that are currently being used by engineering (see List of Applications in Appendix).

SCOPE OF PROJECT:

Task 1 – Review of current systems and business practices:

- 1.1 Review City's current situation.
 - 1.1.1 interview key players
 - 1.1.2 site audit to evaluate existing systems, data/databases, standards, security.
- 1.2 Recommend a software application and implementation solution for the management of existing CPAU data.
 - 1.2.1 evaluate all existing databases
 - 1.2.2 map engine to replace and abandon 4DataLink
 - 1.2.3 recommend future database requirement
- 1.3 Review current CPAU business processes, data, and standards then make recommendations to increase productivity by using efficient tools and continue with the validation of CPAU data.
- 1.4 Define GIS applications that will benefit the operations of CPAU.

Consultant shall not proceed with Task 2 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 1, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 2 – Development and implementation/integration of proposed solution:

- 2.1 Supply and implement functional software to replace 4DataLink.
- 2.2 Create editing to add, modify, and delete procedures/methods/tools following standards and security.
- 2.3 Define preliminary, design, construction, and as-built check-out and check-in procedures.
- 2.4 GIS to CAD tool set and CAD to GIS tool set following standards and security.
- 2.5 Integrate the AUD work-order system currently used by electric engineering to the proposed data management system.
- 2.6 Integrate data from transformers, poles, meters, utility accounts, stores, and HR modules in SAP.
- 2.7 Integrate recommended business processes to the new system.
- 2.8 Integrate Water & Gas Distribution Maps into single database City's GIS source.
- 2.9 Proof of concept (demonstration using a pre-determined area with full functionality of all utilities).

Consultant shall not proceed with Task 3 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 2, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 3 – Data Migration for Electric, traffic signal, and wastewater utilities:

- 3.1 Migrate electric utility information from 4DataLink and Access Databases.

- 3.2 Interface with traffic signal information in the existing GIS database.
- 3.3 Interface with wastewater information in the existing GIS database.

Consultant shall not proceed with Task 4 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 3, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 4 – Data Migration for Water and Gas Utilities:

- 4.1 Migrate water and gas information from AutoCAD drawings and Gas Maintenance History to City's Enterprise GIS.
 - 4.1.1 load annotation text on the water & gas AutoCAD drawings into the attribute data fields of the existing/proposed database with automatic population following existing standards and security
 - 4.1.2 Develop data comparison analysis for gas valves and fire hydrants between AutoCad and City's Enterprise GIS.

Consultant shall not proceed with Task 5 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 4, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 5 – GIS Model Creation:

- 5.1 Create fiber optic model from AutoCAD drawings.
- 5.2 Create street light model from AutoCAD drawings.
- 5.3 Create cathodic protection model from AutoCAD drawings.
- 5.4 Create the ability to establish an independent utility system (recycle water).

Consultant shall not proceed with Task 6 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 5, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 6 – Network Connectivity:

- 6.1 Provide tools to build system connectivity on newly created facilities. Automate connectivity rules to input connectivity requirements when facilities are created.
- 6.2 Provide tools to add connectivity on existing facilities.
- 6.3 Convert and complete electric connectivity.
 - 6.3.1 provide phase management for Electric Utility
 - 6.3.2 provide an electric circuit trace capability
 - 6.3.3 create topology for electric parallel circuits
 - 6.3.4 create topology for multiple phasing electric systems
 - 6.3.5 create topology for electric complex switching
- 6.4 Create connectivity for Gas Utility.

- 6.5 Create connectivity for Water Utility.
- 6.6 Review and complete connectivity for Wastewater.
- 6.7 Create connectivity for fiber optic.
- 6.8 Create connectivity for street light circuits.

Consultant shall not proceed with Task 7 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 6, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 7 – CADD Tools and Desktop Publishing:

- 7.1 Create map series orders production. Display and print utilities information as shown on the customary block book maps and electric maps.
 - 7.1.1 display and print CPAU distribution systems to the customary maps typically utilized to operate the respective utility. The display of facilities must be schematic in order to avoid crowdedness of adjacent mains and/or embanked facilities. Create cartographic representation views (display of offset model for viewing purposes).
 - 7.1.2 reporting - provide tools for creating custom reports as needed
 - 7.1.3 create service orders series production. Display and print utilities information as shown on the customary service order forms
- 7.2 Integrate AUD work order system currently used by electric engineering to the proposed data management system. Modify the existing electric AUD work order system to share information through the network.
- 7.3 Create attribute dialogue boxes to populate data. Automate permitted fields such as pipe lengths.
- 7.4 Develop and provide drafting tools inside AutoCAD products for WGW engineering in the preparation of construction drawings, service orders, valve cards, manhole data sheets, and as built records. These tools must be available for the design, construction, and as-built capability of utility records.
- 7.5 Develop routines to create service orders for new installation of services, repairs and abandonment of services. Routines should include the automatic drafting of facilities by using assemblies, and/or rules built inside the scope of the work. A material list per CPA stores inventory should be automatically created. Palettes with symbols and friendly icons should be available on the screen.
- 7.6 Create a list of materials based on templates for the project design or work order.

Consultant shall not proceed with Task 8 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 7, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 8 – GIS Extensions / outside system integration:

- 8.1 SAP integration.
 - 8.1.1 create a notification system tied to SAP

- 8.1.2 tie information related to work orders to SAP (currently the information is duplicated from SAP and entered into each work order)
- 8.1.3 tie material list to stores inventory in SAP and print material list to the back of service orders and use it as stores requisition
- 8.2 Provide tools to facilitate the linkage and attachment of scanned documents to display them through the GIS browser and image viewer maintaining standards and security. Replace the current Document Retrieval System maintained by WGW engineering.
- 8.3 Mobile GIS - Create a mobile work order system for field personnel and collect as built information in the field to complete the as built records. Define Mobile GIS application via field to enterprise connection, tool set requirements, and software development following/maintaining standards and security.
- 8.4 Create a process to dock information in the office, prepare the as built information and print the final as built service order.
- 8.5 Incorporate the GPS data collection to the mapping system. Facilitate the importation of GPS data by integrating Trimble to the AutoDesk product.
- 8.6 Integrate CPAU information to satisfy the requirements of standalone application currently being used by engineering. See list of applications.
- 8.7 ICOMMM integration. Develop method that allows ICOMMM to seamlessly read data directly from the native database without replication or manual geoprocessing.

Consultant shall not proceed with Task 9 until authorized by CPAU. When CPAU has determined that Consultant has successfully completed Task 8, CPAU will pay Consultant the budgeted "not to exceed" amount for that task, as described on Exhibit C, "Compensation".

Task 9 – Documentation and Training:

- 9.1 Provide documentation and training, as applicable, following each aforementioned task.
- 9.2 Provide documentation and training for CAD Standards and tools.
- 9.3 Develop instructions and procedures manuals.
- 9.4 Provide documentation and training for the Geospatial Design and Management Solution.

PUBLICATION:

All property rights including publication rights of preliminary and final reports in conjunction with this project shall be vested in the City of Palo Alto. The consultant shall not publish or release any of the results of the study without the express written permission of the project manager.

In the event of termination of the contract prior to its completion, the consultant shall, at the option of the City, promptly deliver to the project manager, all working papers and data previously collected by the consultant for possible use in connection with further studies.

Appendix

LIST OF APPLICATIONS CURRENTLY BEING USED BY CPAU

Application used by WGW engineering & operations.

- **Document Retrieval System.** It is a document management tool to access and retrieve scanned documents of utilities records. The application has a web browser to retrieve and view the scanned documents with Adobe Acrobat viewer. Link scanned images to address locations viewable and searchable in City's GIS.
- **AutoCAD Civil 3D 2008** with Cadmaster's Standards Manager, CSMv8 and GISToCAD2008 interface.
- **Police Dispatch** (Computer Automated Dispatch) (links to City's GIS).

Applications for Water Engineering:

- **MWH Soft H2OMap.** Water Engineering is currently using this stand alone system for 450+ skeletal pipe network modeling system.
 - It performs fast, reliable and comprehensive hydraulic and dynamic water quality modeling, energy management (with true variable speed pumping), real-time simulation and control with on-line SCADA interface, complete fire flow analysis, and unidirectional flushing.
- Our goal would be to have an all pipe hydraulic model integrated into our Enterprise GIS system.

Applications for Gas Engineering:

- **GASCalc 3.0.** This is a Windows application currently used by engineering to aid the design and operation of the natural gas distribution system.
- **GASWorkS.** A Windows application used for the Network Modeling to analyze the design and operation of the natural gas distribution system.
 - GASWorkS uses a Newton-Nodal, iterative method of solution. It supports a number of flow equations including the AGATurbulent, Colebrook, IGT-Improved, Mueller High and Low-Pressure, Oliphant, Panhandle-A, Panhandle-B, Pole Low- Pressure, Spitzglass High and Low-Pressure, and Weymouth equations.
 - The Graphical Data Interface (GDI) provides map style graphical access to the model data, and also allows the inclusion of a DXF file as a reference background to the model schematic. Background images can be from any mapping, CAD or GIS applications.

Applications for Wastewater Engineering

- **Encompass** (City Enterprise GIS) is the primary application used to store graphical and tabular data for the Wastewater collection system.
- **ICOMMM** is a program that Operations use on a daily basis and is tailored specifically for the Wastewater group in terms of the reporting to RWQCB, flushing schedule, video data, etc. ICOM3 provides a good database of all the various maintenance data that is needed for the Wastewater Ops group. (CCTV, flushing schedules, backups, etc.)

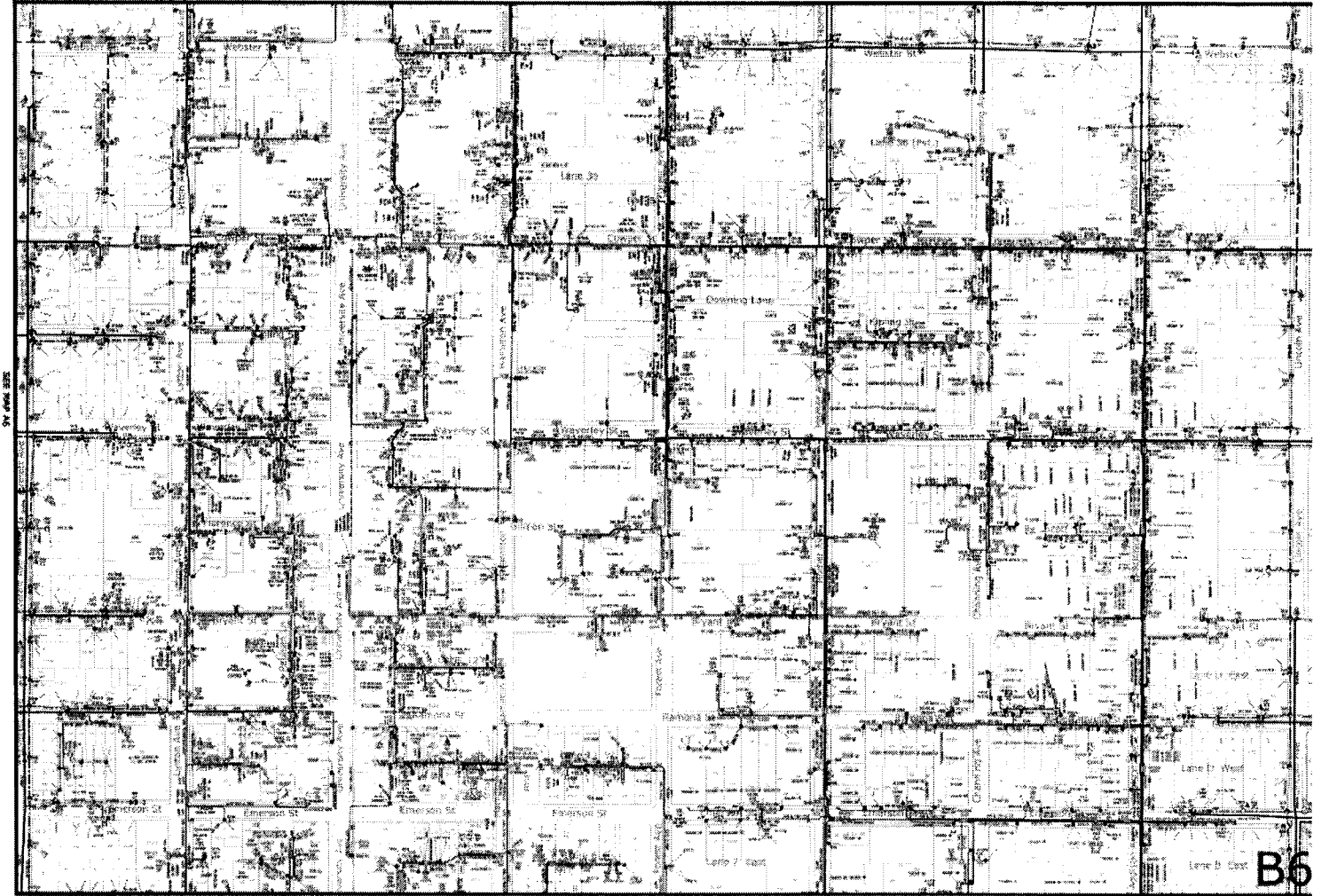
Applications for Electric Engineering:

- **Autodesk Utility Design (AUD)**
 - AUD is the design tool used by the estimators when creating their work orders.
 - Provides detailed cost estimates
 - Designs the construction layout.
 - Sizes transformers
 - Calculates voltage drop
 - Calculates pulling tension of cables
 - Orders Materials (not linked to SAP)
 - Calculates customer billing (not linked to SAP)
 - Produces intents set to AT&T and Comcast
- **ACCESS**

There are a number of ACCESS databases with attribute data. There are separate databases for transformers, poles, switches, loadbreaks and streetlights.

 - All attribute data for each piece of equipment.
- **Outage Management System (PORCHE)**
 - Answers customer calls during an outage
 - Provides customer with up-to-date outage information
 - Provides current outage restoration information
 - Estimated time of restoration
 - Organizes outages

SEE MAP B5



SEE MAP B7

"B6" 4DL electric map

Attachment D
SAMPLE - PROFESSIONAL SERVICES (DESIGN and NON-DESIGN)

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 , 20 , 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 unless terminated earlier pursuant to Section 19 of this Agreement.

OR

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 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.

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

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

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

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign _____ 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 _____, _____ Department, _____ Division, _____ Palo Alto, CA 94303, Telephone: _____. 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.

☐ [Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and

agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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.

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

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

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

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

SECTION 18. INSURANCE.

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

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

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

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

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director
 at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING. The City of Palo Alto is a green business and works to purchase and provide products in an environmentally sustainable manner. CONSULTANT will use production methods that reduce waste and environmentally toxic products, as well as have less packaging. CONSULTANT will adhere to the standard that printed materials will be, at a minimum, printed on 30% post consumer recycled paper with vegetable based

ink. The designer will check with the project manager to discuss the maximum recycled content paper available for each project. FSC (Forest Stewardship Council) certified paper that is "process free" is preferred. CONSULTANT will use methods that reduce energy use and thus the carbon footprint for the development, production and delivery of products. CONSULTANT shall adhere to the City's Environmentally Preferred Purchasing policies as may be amended from time to time.

SECTION 24. MISCELLANEOUS PROVISIONS.

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

24.2. 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.

24.3. 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.

24.4. 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.

24.5. 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.

24.6. 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.

24.7. 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.

24.8. 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 24.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

24.9. The individuals executing this Agreement represent and warrant that they have

Professional Services
Rev. January 2009

the legal capacity and authority to do so on behalf of their respective legal entities.

24.10 All unchecked boxes do not apply to this agreement.

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

CITY OF PALO ALTO

☐ City Manager (Required for contracts over \$85,000)

☐ Purchasing Manager (Required for contracts over \$25,000)

☐ Contracts Administrator (Required for contracts under \$25,000)

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Senior Asst. City Attorney

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS 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**

Attachment E
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*
Did your firm meet the project schedule (Circle one) : Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						
Did your firm meet the project schedule (Circle one) : Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						
Did your firm meet the project schedule (Circle one) : Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						
Did your firm meet the project schedule (Circle one) : Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						

*Include name, title and phone number.

Attachment F
Sample Cost Proposal Format

Scope	Labor Categories (e.g., Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate
Task 1			\$	\$
			\$	\$
			\$	\$
			\$	\$
Travel and Living Expenses			\$	\$
TOTAL NOT TO EXCEED, TASK 1			\$	\$
Task 2			\$	\$
			\$	\$
			\$	\$
			\$	\$
Travel and Living Expenses			\$	\$
TOTAL NOT TO EXCEED, TASK 2			\$	\$
Task 3			\$	\$
			\$	\$
			\$	\$
			\$	\$
Travel and Living Expenses			\$	\$
TOTAL NOT TO EXCEED, TASK 3			\$	\$
TOTAL NOT EXCEED FOR TASKS 1 -3			\$	\$