



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**REQUEST FOR PROPOSAL (RFP) NUMBER 131631
FOR PROFESSIONAL SERVICES**

PROJECT TITLE:

**DOWNTOWN LIBRARY MITCHELL PARK LIBRARY AND
COMMUNITY CENTER CONSTRUCTION MANAGEMENT
SERVICES**

PRE-PROPOSAL CONFERENCE: 10:00 A.M., MONDAY,
JUNE 8, 2009

RFP SUBMITTAL DEADLINE: 3:00 P.M., TUESDAY,
JUNE 23, 2009

CONTRACTS ADMINISTRATOR: JOSE ARREOLA
(650) 329-2319

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

**REQUEST FOR PROPOSAL (RFP) NO. 131631
FOR PROFESSIONAL SERVICES**

**TITLE: DOWNTOWN LIBRARY AND MITCHELL PARK LIBRARY AND COMMUNITY
CENTER CONSTRUCTION MANAGEMENT SERVICES**

1. INTRODUCTION

The City of Palo Alto is seeking proposals from qualified and experienced firms to provide professional construction management services for the Downtown Library project, and the Mitchell Park Library and Community Center project. The required services and performance conditions are described in Attachment "C".

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 – Certification of Non-discrimination*
Attachment C – Scope of Services
Attachment C-1 - Draft Meeting and Project Schedule
Attachment D – Sample Agreement for Services
Attachment E – Sample Table, Qualifications of Firm Relative to City's Needs
Attachment F – Cost Proposal/Fee Schedule
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 Conference

A non-mandatory pre-proposal conference will be held **Monday, June 8, 2009**, and shall begin promptly at **10:00 a.m.** at the Downtown Library, 270 Forest, Palo Alto. 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., Tuesday, June 16, 2009**. Correspondence shall be addressed to Jose L. Arreola, Contracts Administrator, City of Palo Alto, 250 Hamilton Avenue, Mezzanine Floor, Palo Alto, CA 94301 or e-mailed to jose.arreola@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 Information 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 Contracts Administration
250 Hamilton Avenue, Mail Stop MB
Palo Alto, CA 94301

Proposals must be delivered no later than **3:00 p.m. on Tuesday, June 23, 2009**. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit one original and four (4) copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, **"RFP NO. 131631 FOR:**

DOWNTOWN LIBRARY AND MITCHELL PARK LIBRARY AND COMMUNITY CENTER CONSTRUCTION MANAGEMENT SERVICES”.

The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged.

3.5 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.

3.6 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 RFP Timeline is as follows:

RFP Issued	May 22, 2009
Pre-Proposal Meeting	June 8, 2009 at 10:00 a.m.
Deadline for questions, clarifications	June 16, 2009
RFP Submittal Deadline – Due Date	June 23, 2009
Finalists identified	Week of June 29, 2009
Consultant Interviews – if necessary	Week of July 13, 2009
Consultant selection and contract preparation	Week of August 3, 2009
Contract awarded	Week of September 14, 2009
Work commences	September 21, 2009

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. 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 as described in Attachment C, 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

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.

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 a table format (see Attachment F – Cost Proposal/Fee Schedule).

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.

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 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 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 Proposer's financial stability;
- 7.5 Proposer's ability to perform the work within the time specified;
- 7.6 Proposer's prior record of performance with city or others;
- 7.7 Proposer's ability to provide future services; and
- 7.8 Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.
- 7.9 Cost to the city.

The 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 the firm 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.

14. Firms or persons not eligible to submit a proposal

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 14.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor the ultimate procurement.
- 14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

END OF SECTION

Attachment A

Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Remit to: _____

Telephone: _____ FAX: _____

Tax. I.D. No. _____

Contact person, title, e-mail, telephone and fax number: _____

Telephone: _____ FAX: _____

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**).

Attachment A

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 (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 shall sign as follows:

The undersigned certify that they are:

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: _____

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 shall sign as follows:

The undersigned certify that they are:

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: _____



REQUEST FOR PROPOSAL

Downtown Library & Mitchell Park Library and Community Center Construction Management Services - Scope of Work

1. INTRODUCTION

In November 2008, voters approved Measure N, which provided for the upgrade, replacement and/or expansion of three libraries in Palo Alto. These libraries are the Downtown Library, the Mitchell Park Library and Community Center (MPLCC) and the Main Library. Environmental clearance has been completed and approved for the three sites. The design plans, which are currently approximately 50 percent complete, have been reviewed by City boards and commissions and have been presented to the community, although additional public meetings are scheduled. The City of Palo Alto encourages public involvement and the successful proposer will need to demonstrate their experience in public outreach for projects that include a high level of civic involvement.

Design plans will be available for review at the front desk at Public Works/Engineering Division, 6th Floor, 250 Hamilton Ave, Palo Alto. Additional information can be found on the City of Palo Alto website,
http://www.cityofpaloalto.org/knowzone/city_projects/city_facilities/library_projects.asp

Downtown Library

Improvements to the Downtown Library, located at 270 Forest Ave, consist primarily of accessibility improvements, code required upgrades, electrical and mechanical systems upgrades, and interior space remodeling. The estimated 2008 construction cost is \$2.4 million which was based upon 35% completed plans. The construction cost estimate excludes design costs, contingency, inflation escalation, permits, testing, fixtures and furnishing. Environmental clearance has been completed and approved for the project.

The Downtown Library will not be a certified LEED building but will follow the City's Green Building Policy and submittal requirements.

Mitchell Park Library and Community Center

The existing Mitchell Park Library building is located at 3700 Middlefield Road and the adjacent Community Center building is located at 3800 Middlefield Road. The existing library building is less than 10,000 square feet. The existing community center building is approximately 10,000 square feet.

Construction will entail demolition and removal of the existing buildings and parking lots, construction of a combined library and community center building and associated site amenities including parking. The new building's total area will be approximately 51,000 square feet, of which 36,000 square feet will be a two-story library and 15,000 square feet will

be a single-story community center around a heritage oak tree. The 2008 estimated construction cost is \$28.1 million which was based upon the 35% plan design. The construction cost estimate excludes design costs, contingency, inflation escalation, permits, testing, fixtures and furnishing. The MPLCC will be designed to U.S. Green Building Council's Leadership in Energy Efficiency and Design (LEED ®) Gold standard.

During construction, the library services and the community center will be relocated to a temporary facility or facilities. Design of the temporary facility is underway and construction management services for that facility will be performed by Public Works staff.

Main Library (Potential Future Phase)

Construction management services for the Main Library are not included at this time, as design of improvements to the Main Library will not begin until approximately early 2011. The City reserves the right to negotiate a fee for and enter into a contract (amendment) with Consultant for these services, or to issue a new Request for Proposals for the services.

The Main Library, located on Newell Road, will have both an interior renovation and an expansion. The renovation to the existing historic structure will consist of seismic, accessibility, and systems upgrades as well as minor expansions and reconfigurations. In addition, a detached building of approximately 4,500 square feet will be constructed. The 2008 estimated construction cost is \$9 million which was based upon the 35% plan design. The construction cost estimate excludes design costs, contingency, inflation escalation, permits, testing, fixtures and furnishing.

2. SCOPE OF SERVICES

All work described below will be done in conjunction with the City's ongoing review and approval process for the projects described above. The Consultant's services shall include full Construction Management Services as required to assist staff in the management of the design and construction of the above projects.

If at any time, the City is not satisfied with the performance of Consultant's staff, the City reserves the right to request the services of a different individual. If for any reason the Consultant proposes a change of staffing during the course of the project, the City reserves the right to approve any new staff. Additional Services must be approved in advance of services, in writing, by the City Project Manager.

Office space, computers, furnishings and other equipment needed for Consultant's staff shall be provided by the Consultant. These costs shall be included in the Consultant fee proposal.

Knowledge of library, community center or related construction, contracting principles and regulations, contractor pre-qualification requirements, LEED ® requirements, and Critical Path Management (CPM) will be required of the successful proposer.

Downtown Library

Phase I - Design Phase

Staff support for this library will be primarily by City staff. During the design phase, Consultant services are primarily required for specialty (mechanical, electrical) and possible analysis of pre-qualification of contractors. During the construction phase, Consultant would serve as a technical advisor and to supplement staff as-needed during particularly busy or challenging phases.

A. Preconstruction

Document and Constructability review

Consultant shall:

- become familiar with the project history, plans, and specifications
- review plans, specifications and cost estimates submitted for City review. Review by Consultant shall be performed by engineers or contractors who have experience in relevant fields. Review shall be done at the 50% and 100% completion stage of Design Development and at 60%, 95% and 100% of Construction Development.
- provide a constructability review for the project documents and make appropriate cost and/or time-savings recommendations to the City
- provide an independent opinion of probable construction cost
- coordinate as-needed and directed with the Architect/Engineers (AE) firm, City staff, City boards and commission members, and community members.
- assist the City's Contracts Manager with the preparation of the "Instructions to Bidders" which will define the scope of work that must be included in the bid packages and other related bid documents needed to ensure a complete bid package. The AE will prepare technical specifications.
- become familiar with the various City department functions and requirements for project coordination.

Contractor Prequalification

Prior to the construction bid phase, the City may prepare and advertise forms required for Contractor Prequalification. Consultant shall administer the feedback from same, including but not limited to: answering questions from contractors, coordinating responses with the City's Purchasing Division, preparing spreadsheets or other documentation necessary to compile and compare contractor responses, preparing a recommended bidder's list with a brief report summarizing findings, assisting in representing the City in any subsequent hearings challenging the validity of the results and any follow-up documentation resulting from said hearings.

B. Phase II - Construction

Daily Construction Management: When requested by the City, Consultant shall, on an as-needed basis, assist the City in overseeing the day-to-day construction work performed by the Contractor. This work may include, but is not limited to, tracking construction process, logistics, and advising on technical matters. Consultant shall oversee that the construction activities are followed and documented and shall work closely with the project's AE in that regard.

Consultant shall work with the Contractor and any involved parties to implement logistical and communications measures to minimize any impacts to the nearby residential neighborhood, and nearby businesses. Consultant shall implement expeditious methods for resolving conflicts. Consultant shall handle the coordination between the City staff, Contractor, and AE. If night time, holiday, or weekend work is required periodically to minimize impacts or due to delay in schedule, Consultant services will still be required in full affect.

The above services are intended to supplement City staff during particularly busy work phases. For budgetary purposes Consultant shall assume approximately 8 hours per week for the duration of the construction phase. The draft public meeting and project schedule is shown on Attachment A.

Mitchell Park Library and Community Center
Phase I –Design Phase**A. Preconstruction****Document and Constructability review**

Consultant shall:

- become familiar with the project history, plans and specifications
- review plans, specifications and cost estimates submitted for City review. Review by Consultant shall be performed by engineers or contractors who have experience in relevant fields. Review shall be done at the 50% and 100% completion stage of Design Development and at 60%, 95% and 100% of Construction Development.
- provide a constructability review for the project documents and make appropriate cost and/or time-savings recommendations to the City
- provide an independent opinion of probable construction cost
- coordinate as-needed and directed with the Architect/Engineers (AE) firm, City staff, City boards and commission members and community members.
- assist the City's Contracts Manager with the preparation of the "Instructions to Bidders" which will define the scope of work that must be included in the bid packages and other related bid documents needed to ensure a complete bid package. The AE will prepare technical specifications.

- become familiar with the various City department functions and requirements for project coordination.

Community Outreach

The Consultant shall collect information and prepare community, City Manager, oversight committee, boards and commission and any other needed updates, presentations or reports not provided by the AE.

The Consultant shall attend community meetings to update various civic organizations (Kiwanas, school groups, etc.) or community meetings on the project progress. Fee for this service shall be included in 'Meetings'. Anticipated meetings are shown on Attachment B, however, Consultant shall budget for up to five (5) additional public meetings.

Contractor Prequalification

Prior to the construction bid phase, the City shall prepare and advertise forms required for Contractor Prequalification. Consultant shall administer the feedback from same, including but not limited to: answering questions from contractors, coordinating responses with the City's Purchasing Division, preparing spreadsheets or other documentation necessary to compile and compare contractor responses, prepare a recommended bidder's list with a brief report summarizing findings, assist in representing the City in any subsequent hearings challenging the validity of the results, and any follow-up documentation resulting from said hearings.

Bidding: Consultant shall organize and manage contractor participation. Consultant shall review the contractor bids for compliance with the technical portions of the bid requirements as set forth in the specifications and make a recommendation for award or rejection. Consultant shall assist with the bid period work items including clarifications, and bid evaluation relative to the contract documents. Consultant shall review the subcontractor list for completeness and compliance with the bid documents. Purchasing will verify Consultant's recommendation in order to finalize the decision.

Pre-bid Conference and Pre-construction Meeting: Consultant shall coordinate and facilitate the Pre-bid Conference and Pre-construction Meeting including preparation of the agendas and meeting minutes

Addenda: If changes to the construction documents are required during the bidding period, Consultant shall prepare the addenda items with the assistance from the AE. The City will issue the addenda.

Budget: Consultant shall work with the City to develop a construction budget format and tracking system.

Hazardous Material Abatement: Hazardous materials may be removed from the existing structures prior to their demolition (under City contract) or may be included as part of the construction bid package. If the abatement is done by City contract, Consultant shall

prepare, assist in the bidding of and administer the construction package. In either case, Consultant shall prepare and manage a program to ensure that proper hazardous materials investigations and reports are generated and submitted to regulatory agencies. Consultant shall oversee the abatement process to ensure that the abatement firm complies with all applicable laws.

Meetings: Throughout the design process, Consultant shall be prepared to address comments and concerns of the contractors interested in bidding on the project, AE, City Staff, boards and commissions and the general public on an as-needed basis.

Consultant shall schedule and conduct weekly progress meetings and any other meetings necessary to facilitate the project work. City will provide the administrative support to provide a meeting room and invite attendees. Consultant shall write and distribute the meeting agendas, and meeting minutes, including: City-Consultant meetings, regular site meetings, and meetings with the City staff, contractors, various City departments and also the public. The meeting minutes will explicitly track who has the responsibility for each action item with expected completion dates.

Consultant shall refer to the draft project schedule (Attachment C-1) for an approximate idea of the number of meetings that will be required.

Phase II – Construction

B. Construction Management

General: Consultant shall be the point of contact for the project's contractor (Contractor). Fee for this phase of work will be negotiated between the City and Consultant as part of this RFP, however the contract for this phase of work will not be awarded until the time of the award of the construction contract.

Daily Construction Management: Consultant shall oversee the day-to-day construction work performed by the Contractor. Consultant shall track the construction process, logistics, Request For Information (RFI), Change Order (CO) and other information or requests. Consultant shall oversee the construction activities and ensure that all aspects of LEED ® construction requirements are followed and documented and shall work closely with the project's Commissioning Agent and AE in that regard. City shall approve Additional Services requests and other items that are part of the City's contract with the AE firm.

Consultant shall work with the Contractor and any involved parties to implement logistical and communications measures to minimize any impacts to the nearby residential neighborhood, park, fire station, and the various pre-school, elementary, middle, special needs, and charter schools on that block. Consultant shall implement expeditious methods for resolving conflicts. Consultant shall handle the coordination between the City staff, Contractor, and AE.

If night time, holiday or weekend work is required periodically to minimize impacts or due to delay in schedule, Consultant services shall still be required in full effect.

Consultant shall install, advertise, and maintain a hot-line for community updates, questions, and complaints. Consultant shall assist Contractor as-needed in the connection of a Contractor-installed video camera(s) that will be connected to a website to monitor site progress.

Documentation: Consultant shall prepare and/or review all necessary documentation for the project including, but not limited to, daily logs and inspection progress reports, photos/videos, RFI, correspondence, shop drawings, and other contractor submittals. Consultant shall maintain all files and documentation related to managing the project. Consultant shall track all RFI, correspondence, and submittal status. Responses, approvals, and decisions relative to Contractor's documents shall be provided in a timely manner and as required in the construction documents.

Consultant shall review and comment on any project-related correspondence as requested by the City. Routine correspondence that is related to product information or minor design issues may be prepared and answered by Consultant on its letterhead, with a copies of the response directed to PM and AE. Correspondence requiring City response shall be signed only by City.

Submittals: Consultant shall log, track, check for errors, review, and route to appropriate personnel all project submittals (i.e. shop drawings, product information, substitution request, and samples) for approval in timely manner as required by the construction documents and in order to prevent any delays to the project. Comments from different reviewers of the submittal shall be compiled before being returned to the Contractor for revisions.

Construction Schedule: Consultant shall review the Contractor's construction schedule. Consultant shall analyze, monitor, and request updates for the master schedule as the project progresses. Consultant shall analyze the schedule for logical construction, constraints, level of critical activities and to verify progress in conjunction with the analysis of pay applications. Consultant shall review contractors' individual CPM schedules, monitor the contractor's progress, notify the City of any slippage, and coordinate contractor recovery plans.

Progress Payments: Consultant shall review progress payment requests submitted by Contractor, within five (5) days of receipt and verify the accuracy and percentage of completion against the schedule, and resolve any discrepancies in the invoices. Consultant shall review the invoices and backup for completeness and compliance with contract documents and make a recommendation to PM for payment of the progress payment requests.

Change Order Monitoring and Processing: Consultant shall review and evaluate all Contractor extra work requests. Consultant shall review the contract documents to determine entitlement, complete an independent estimate of the cost of the changes, and reconcile with the contractor's change order request. Consultant shall prepare contract change order authorizations for City approval and track all scope and schedule changes. Consultant shall also implement expeditious methods for resolving conflicts.

Claims: Consultant shall analyze any claims from the contractors (i.e., compensation and delay) as to whether they are excusable, inexcusable, or compensable and prepare a response for City.

Meetings: Throughout the construction process, Consultant shall be prepared to address comments and concerns of the construction contractors, AE, PM, the City Staff, and the general public on an as-needed basis. Consultant shall set up and conduct weekly progress meetings and any other meetings necessary to facilitate the project work. Consultant shall write and distribute the meeting agendas, and meeting minutes, including: City-Consultant meetings, regular site meetings, and meetings with the City staff, contractors, various City departments, and also the public. The meeting minutes will explicitly track who has the responsibility for each action item with expected completion dates.

Consultant shall coordinate the logistics related to a ground-breaking and to a ribbon-cutting ceremony, including working with committees, identifying power sources, etc. Costs for beverages, materials, photographs shall not be the responsibility of the Consultant.

Testing: A testing agency shall be under contract with and paid for by the Consultant. Consultant shall coordinate with the Contractor in scheduling the testing agency services for materials testing and special inspections needed for the life of the project. This testing includes, but is not limited to, concrete strength and weld inspection. Consultant shall ensure that all required sign-offs are reviewed and distributed and are in compliance with the specifications and the California Building Codes.

Soils-related testing shall be under the Consultant's contract. Physical oversight of the geotechnical aspects of the construction project shall be contracted by the AE firm.

Miscellaneous: Consultant shall monitor Contractor's compliance in general with the construction documents and contract. Consultant shall address comments and concerns of the contractors and the AE as needed.

During construction, the office space location shall be in Palo Alto city limits, in proximity to the construction site. Trailers or equipment used by the Consultant may require permits from the City, for which Consultant shall obtain and pay all necessary fees, costs, and expenses.

Quality Control and Assurance: Consultant shall monitor and document the Contractors' work for any deviations in scope, schedule, or performance and keep the City informed of and assist in resolving any issues that may arise.

Record Drawings: Consultant shall coordinate the preparation of record drawings with the Contractors and AE on a regular basis, both during the construction and post construction phases, and review the drawings for "as-built" accuracy.

Training: Consultant shall set up and coordinate contractor-provided training of City staff as required by the contract documents and as necessary to ensure that the appropriate City personnel are adequately trained and familiar with the new equipment and systems.

Commissioning: Consultant shall work with the commissioning agent, design consultants, and the Contractors to ensure that all new equipment have been installed in accordance with the contract documents, are working properly as stand-alone equipment, and are working properly as part of a complete system.

Substantial Completion: As per the construction contract, once the Contractor requests substantial completion and it is determined to be warranted, Consultant shall prepare and compile a project punch list with the assistance from the City and AE to be forwarded to the Contractor. Consultant shall oversee the completion of the punch list items before the final notice of completion is issued.

Reimbursables: Travel and meal expenses shall are not Reimbursable items but shall be considered as included in the fee for associated work items. Temporary trailers, computers, copiers, printers and office supplies are not considered as a Reimbursable expense. Printing of plans and specifications shall be paid by City. Printing of flyers, presentation boards, and other communication materials needed to fulfill outreach as described herein shall be budgeted for and provided as a Reimbursable item by Consultant.

Inspection Services: Consultant shall provide all building code inspection services for constructional phases of construction (City Building Inspection staff will not be inspecting this project). Inspectors shall have a minimum of 5 years of experience as inspectors and be certified by the International Code Council (ICC) or International Building Code Officials (IBC) as inspectors. The City reserves the right to review the qualifications of the inspectors, approve their working on the project, and to request a change of inspectors at any time.

Phase III- Post Construction

C. Project Close-Out

Record Drawings: Consultant shall coordinate the preparation of "as-built" record drawings with the contractor and AE on a regular basis, both during the construction and post construction phases, and review the drawings for "as-built" accuracy.

As-Built drawings shall be scanned by Consultant for archiving by City.

Close Out: Consultant shall ensure completion and delivery of all required close out documentations including operation and maintenance (O&M) manuals, record drawings, and warranties. Consultant shall review all these materials for compliance with the contract documents and for completeness, and report any deficiencies or discrepancies to Contractor for corrections and re-submittal. Consultant shall work under the direction of the Project Manager to resolve any contract claim issues that may arise (stop work notices, bonding, delays, extra work, etc).

Consultant shall meet with Library, Community Services and Public Works staff (Staff) monthly for three months commencing after the building is open to the public in order to complete any remaining punch-list items and/or to contact the Contractor for any warranty issues that might arise. After the initial three month period, Consultant shall contact the Staff quarterly to determine whether any new building or systems issues have been identified. Systems deficiencies that cannot be resolved by the Contractor shall be reported to the Commissioning Agent.

Files: Consultant shall consolidate and deliver all project files and documentation maintained to be retained by the City

Commissioning Verification: Consultant shall participate in the post-construction activities of the Commissioning Agent as follows:

- Participate in an off-season testing (i.e., testing the heating system prior to winter) session and work with the Contractor to correct any deficiencies.
- Compile the final testing documentation for the Commissioning Record and O&M manuals.
- Return to the site at month 10 of the 12 month warranty period and review operating conditions with City facility staff and the Commissioning Agent in order to identify any outstanding issues related to the original and seasonal commissioning. The Commissioning Agent will interview facility staff and identify problems or concerns that they have with operating the building as originally intended. The Commissioning Agent will make suggestions for improvements and for recording these changes in the O&M manuals. The Commissioning Agent will identify areas that may come under warranty or under the original construction contract. The Construction Management Consultant shall work with the Contractor to resolve any warranty issues.

Potential Future Phase - Main Library Construction Management Services

Design of the Main Library expansion and renovation is anticipated to begin in late 2010 or early 2011, therefore Construction Management services for the renovation and expansion of the Main Library are not included in this Scope of Work. The City may, at its sole discretion, negotiate a fee and execute a contract amendment with Consultant for this work

at a future date, or may elect to instead issue a new RFP for the services. The services would be similar to those needed for the Mitchell Park Library and Community Center.

3. PROJECT SCHEDULE

Unless otherwise approved by the City, the Consultant shall complete all services within the term period for this agreement which shall be through the completion of the post construction and close out phase. Following are some milestone dates for the Downtown Library and Mitchell Park Library and Community Center:

MILESTONES	COMPLETION (Number of Weeks from Notice To Proceed)
Downtown Library	
<u>Pre-construction Phase:</u>	
Consultant award of contract/Notice to Proceed	0
Kick-off meeting	2
Review Construction Documents	32
Contractor Prequalification	36
<u>Construction Phase:</u>	
Advertising for bidders	44
Construction Start	52
Substantial completion	99
Post Construction/Project Close-Out	109

MILESTONES	COMPLETION (Number of Weeks from Notice To Proceed)
Mitchell Park Library & Community Center	
<u>Pre-construction Phase:</u>	
Consultant award of contract/Notice to Proceed	0
Kick-off meeting	2
Review Construction Documents	42
Contractor prequalification	46

Construction Phase:

Advertising for bidders	50
Construction Start	58
Substantial completion	150
Post Construction/Project Close-Out	206

Attachment C-1: Draft Public Meeting Schedule & Draft Project Schedule, Downtown Library and MPLCC

Proposed Mitchell Park Library & Community Center and Downtown Library Public Meeting Schedules

For additional project information, please visit

www.cityofpaloalto.org/knowzone/city_projects/city_facilities/library_projects.asp

2009

2010

MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	✦ Tue 5/19/09 @ 4:00 PM, Teen Meeting, Mitchell Park Community Center (MPCC) ✦ Tue 5/19/09 @ 7:00 PM, Community Meeting, MPCC ✦ Wed 5/27/09 @ 7:00 PM, Joint Meeting, MPCC (LAC, P&RC, PAC) ✦ Thu 5/28/09, Library Advisory Commission (LAC) ✦ Thu 6/18/09, Architectural Review Board (ARB) ✦ Tues 6/23/09 @ 7:00 PM, Park & Recreation Commission (P&RC) ✦ Mon 7/6/09, City Council Meeting ✦ Tue 7/28/09, P&RC ✦ Thu 7/30/09, LAC						
				✦ TBD, Community Meeting, Location TBD		✦ Thu 10/1/09, ARB ✦ Tue 10/27/09, P&RC ✦ Thu 10/29/09, LAC	
				✦ Mon 11/2/09, City Council Meeting		✦ Tue 12/29/09, P&RC ✦ Thu 12/31/09, LAC	

NOTES

*Downtown Library does not require ARB review.

*All meetings except Community Meetings are at the Civic Center, 250 Hamilton Avenue, Palo Alto, CA 94301. ARB & City Council meetings are in the Council Chambers at 8:30 AM and 7:00 PM, respectively. P&RC and LAC meetings are in the Council Conference Room at 7:00 PM.

4/30/2009

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**RFP131631 – ATTACHMENT D
SAMPLE AGREEMENT FOR SERVICES**

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.

Professional Services
Rev. January 2009

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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”, entitled “COMPENSATION,” 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”). 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.

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SAMPLE AGREEMENT FOR SERVICES

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.

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.

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:

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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 project director to have supervisory responsibility for the performance, progress, and execution of the Services and _____ as the project coordinator 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

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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.

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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.

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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

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SAMPLE AGREEMENT FOR SERVICES

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.

**RFP131631 – ATTACHMENT D
SAMPLE AGREEMENT FOR SERVICES**

24.9. 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.

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

CONSULTANT

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

Purchasing Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

Senior Asst. City Attorney

Attachments:

EXHIBIT "A":	SCOPE OF WORK
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "D":	INSURANCE REQUIREMENTS

**RFP131631 – ATTACHMENT D
SAMPLE AGREEMENT FOR SERVICES**

EXHIBIT “A”

SCOPE OF SERVICES

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SAMPLE AGREEMENT FOR SERVICES**

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

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

Milestones	Completion No. of Days/Weeks From NTP
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

**RFP131631 – ATTACHMENT D
SAMPLE AGREEMENT FOR SERVICES**



(Version 1 - use for task based compensation)

EXHIBIT “C”

COMPENSATION

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

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed \$. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

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

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 ()	\$
Task 2 ()	\$
Task 3 ()	\$
Task 4 ()	\$
Task 5 ()	\$
Sub-total Basic Services	\$

**RFP131631 – ATTACHMENT D
SAMPLE AGREEMENT FOR SERVICES**

Reimbursable Expenses \$

Total Basic Services and Reimbursable expenses \$

Additional Services (Not to Exceed) \$

Maximum Total Compensation \$

REIMBURSABLE EXPENSES

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

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

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

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

ADDITIONAL SERVICES

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

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:

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SAMPLE AGREEMENT FOR SERVICES

☐ *(Version 2 – hourly rate - not task based)*

EXHIBIT “C”

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Services”) and reimbursable expenses shall not exceed \$. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

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

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

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

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

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in

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SAMPLE AGREEMENT FOR SERVICES

writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

☐ ***[OPTIONAL]*** Work required because the following conditions are not satisfied or are exceeded shall be considered as Additional Services:

ATTACHMENT E
SAMPLE TABLE FORMAT – RFP131631
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
RFP131631

Sample Cost Proposal Format

(The City is looking for a submittal in this format – content should match cost for scope of services required)

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 TO EXCEED FOR TASKS 1 -3			\$	\$

Attachment G
INSURANCE REQUIREMENTS – RFP 131631

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

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

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

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY 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 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.

Attachment G
INSURANCE REQUIREMENTS – RFP 131631

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.**