



CITY OF
**PALO
ALTO**

**Public Works Department
Watershed Protection**

Request for Proposal (RFP) Number 163525

RWQCP Recycled Water Strategic Plan

RFP submittal deadline: 3:00 p.m., Friday, May 6, 2016

Contract Administrator: Cecilia Magana
Cecilia.magana@cityofpaloalto.org

Project Manager: Karin North
Karin.north@cityofpaloalto.org

Mandatory Pre-proposal Meeting April 12, 2016

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

INTRODUCTION

The City of Palo Alto, as lead, in collaboration with the Santa Clara Valley Water District is seeking proposals from qualified firms to provide professional services for consultant to conduct recycled water and groundwater preliminary planning studies as well as to usher Phase III of the recycled water system expansion through financial planning, preliminary design and funding culminating in a Recycled Water Strategic Plan. The required services and performance conditions are described in the Scope of Work (or Services).

ATTACHMENTS INCLUDED:

The sections below are included with this Request for Proposal (RFP) for your review and submittal:

- Terms & Conditions
- Attachment A- Proposer Form*
- Attachment B- Scope of Services
- Attachment C- Sampler Agreement for General Services
- Attachment D- Firm Experience*
- Attachment E- Cost Proposal*
- Attachment F- Insurance Requirements

*Must be submitted with proposal through Planet Bids.

Link: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

PROPOSED TENTATIVE TIMELINE:

RFP Issued	March 31, 2016
Mandatory Pre-proposal meeting	April 12, 2016 at 10:30am
Deadline for questions, clarifications	May 2, 2016 by 1:00pm
Proposals due	May 6, 2016 by 3:00pm
Finalist identified	Week of May 11, 2016
Consultant Interviews	May 11, 2016
Consultant selection and contract preparation	May 13, 2016
Contract awarded	TBD
Work commences	TBD



REQUEST FOR PROPOSAL (RFP163525) TERMS & CONDITIONS

1.0 INSTRUCTIONS TO PROPOSERS

1.1 Examination of Proposal Documents

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

Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.

Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
Represent that all information contained in the proposal is true and correct.

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.

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.

1.2 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 emailed and received by the City no later than 1:00 p.m., on May 2, 2016. Correspondence shall be communicated either through the City's e-procurement system or e-mailed to the listed purchasing representative of this RFP. Responses from the City will be communicated through the City's e-procurement system to all recipients of this RFP via bid addendum. Inquiries received after the date and time stated will not be

accepted. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's submittal.

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

1.3 Submission of Proposals

In order to submit bids/proposals to the City of Palo Alto you must comply with the following:

All proposals shall be submitted through the City's e-procurement system.

Link: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

Proposals must be received no later than 3:00 p.m. on the day and date specified. The e-procurement system will not accept any proposals after the specified close time.

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.

1.3.1 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.

1.3.2 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.

1.3.3 Chapter 3 – Qualifications of the Firm

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

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

1.3.4 Chapter 4 – Work Plan or Proposal

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

1.3.5 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.

1.3.6 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.

1.3.7 Chapter 7 – Proposal Exceptions

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

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

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

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

1.3.8 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 (See Table, Attachment E).

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. Proposers need to submit their last two audited financial statements (e.g., balance sheet, income statement, and statement of cash flow).

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.

1.4 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 entering the e-procurement system and selecting to withdraw the proposal.

1.5 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.

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.

1.6 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 C. 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.

1.7 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 the RFP.

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.

2.0 REVIEW AND SELECTION PROCESS

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

- (2.1) Overall quality of proposal-completeness
- (2.2) Quality, performance and effectiveness of the solution, and services to be provided by the contractor
- (2.3) contractor's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity
- (2.4) Cost to the city;
- (2.5) contractor's financial stability
- (2.6) contractor's ability to perform the contract within the time specified
- (2.7) Contractor's prior record of performance with city or others
- (2.8) Contractor's ability to provide future maintenance, repair parts and/ or services
- (2.9) Contractor's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor
- (2.10) any other factor the city deems relevant as specified in the request for proposals.

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.

3.0 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.

4.0 PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City of Palo Alto. At such time as the Administrative Services Department recommends to form to the City Manager or to the City Council, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded

as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

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

5.0 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.

6.0 DISQUALIFICATION

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

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

7.0 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.

8.0 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.

9.0 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:

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

10.0 PREVAILING WAGE INFORMATION

Contractor is required to pay general prevailing wages, as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the California Labor Code, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

11.0 CERTIFIED PAYROLL INFORMATION

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

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, Contractor and its listed subcontractors, in connection with the Project.

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

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

City requests Contractor and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

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

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

12. MANDATORY PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held Thursday, April 12, 2016 at 10:30am.

Location: TBD

13. CADIR REGISTRATION REQUIREMENTS

The City hereby provides notice of California Labor Code section 1771.1(a), which reads:

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

Please note: If the City is unable to verify that the bidder/contractor’s DIR registration is current, the City must disqualify the bidder, as required by Labor Code section 1725.5.

~ End of Section ~

Attachment A
Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

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): _____

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.

Attachment A – Proposer Information continued...

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

SCOPE OF SERVICES

RWQCP RECYCLED WATER STRATEGIC PLAN

The City of Palo Alto (Palo Alto or City) currently supplies tertiary-treated recycled water to several City-owned parks and facilities, Caltrans, a commercial fill truck standpipe at the City of Palo Alto Regional Water Quality Control Plant (RWQCP), and the City of Mountain View. Part of the project under consideration entails business plan development and preliminary design of a pipeline that would expand the use of tertiary recycled water to large landscape areas and potential dual plumbing systems in South Palo Alto including the Stanford Research Park. The Palo Alto City Council (Council) certified the Program Environmental Impact Report (EIR) on September 28, 2015. <http://www.cityofpaloalto.org/civicax/filebank/documents/49079>

The City, as lead, in collaboration with the Santa Clara Valley Water District (Water District) now seeks a CONSULTANT to conduct numerous recycled water preliminary planning studies as well as to usher Phase III of the recycled water system expansion through financial planning, preliminary design and funding culminating in a Recycled Water Strategic Plan.

This scope of work shall be used by the CONSULTANT as the basis for preparation of the proposal. In preparing the proposal, CONSULTANT shall provide cost estimates (line items) for each task and subtask. For example, the cost estimate for Task 3 shall have individual line items for Tasks 3.1, 3.2, 3.3, 3.4, 3.5.a, and 3.5.b, 3.5.c with additional line items for the subtotal for the sum of Tasks 3.1-3.4 and a separate subtotal for all of Task 3.5.

SCOPE OF WORK

GENERAL

The CONSULTANT shall act as the project manager for Phase III of the recycled water delivery system, an expansion to the Stanford Research Park. The CONSULTANT shall also support the City and Water District's efforts to produce a Recycled Water Strategic Plan. The project requires the CONSULTANT to have a breadth of knowledge and experience to provide various services as described below. The CONSULTANT team should have experience in grant-writing for state and federal funds and possess a full spectrum of engineering and financial planning expertise. The CONSULTANT must be knowledgeable of laws and regulations related to recycled water and water rate-making including California Proposition 218. The CONSULTANT shall put together a flexible team with flexible time allocation to accommodate the needs of the project. The CONSULTANT's project manager will report to Karin North, Manager Watershed Protection. The CONSULTANT is not expected to navigate the projects through City processes, but is expected to provide all needed support documents.

The CONSULTANT team shall keep its work properly organized at all times. As much as possible, records shall be in electronic format compatible with the RWQCP's software. Records of work will be available to the RWQCP and Water District at all times, and the City will have ownership rights of all records and documents. The CONSULTANT will not share City and Water District documents or information with anyone outside of the organizations, except the CONSULTANT program team, without the City and Water District's approvals. Any preliminary design performed by CONSULTANT under this Agreement will be the property of the City and Water District and they have the right to allow the design engineer to use the preliminary design documents to complete the final design.

ATTACHMENT B

SCOPE OF SERVICES

RWQCP RECYCLED WATER STRATEGIC PLAN

TASK DESCRIPTIONS

Task 1.0 Project Coordination & Administration

- CONSULTANT shall provide management of all task activities under this Agreement, including project team assignments; meeting preparation and attendance; maintenance and monitoring of the budget and schedule; quality assurance and quality control of all deliverables; and coordination of all sub-consultants.
- CONSULTANT shall make Task 2 a priority for completion and meet the following deadlines:
 - Task 2 completed no later than 6 months from the issuance of the Notice to Proceed
 - Task 3.1 completed by December 2016
 - Task 3 subtasks completed by October 2017
 - Task 3 optional subtasks completed no later than 9 months of written authorization to proceed from the City and Water District
 - All other tasks shall be completed by July 31, 2020
- CONSULTANT shall set deadlines for funding, permitting, and preliminary design.
- CONSULTANT shall attend and coordinate routine update meetings with the City, Water District, and other stakeholders to occur no less than quarterly throughout the project.
- CONSULTANT shall develop and maintain a comprehensive overall project budget tracking system for the project.

Task 1.1 Project Coordination & Administration Deliverables

- CONSULTANT shall produce a master schedule for the project including phasing of work, critical paths, and milestones.
- CONSULTANT shall provide meeting attendees with summary minutes and supplemental materials used during the update meetings no later than seven (7) working days from the update meeting.
- CONSULTANT shall provide progress, schedule, and budget updates to City and Water District staff on a monthly basis and as requested by the City and Water District.

Task 1.2 Optional Tasks

- CONSULTANT shall conduct the Optional tasks only at City and Water District discretion and upon written notification by the City.

Optional Task 1.2.a Stakeholder Meetings

- A Stakeholder meeting shall be held at 80 and 95 percent project completion.
 - CONSULTANT shall present project progress results to stakeholders at 80 and 95 percent project completion. CONSULTANT shall incorporate feedback provided by the City, Water District, and other stakeholders at the progress presentations. Stakeholders include, but are not limited to, residents, nongovernmental organizations, the RWQCP partner agencies, and the San Francisco Bay Regional Water Quality Control Board.
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ATTACHMENT B

SCOPE OF SERVICES

RWQCP RECYCLED WATER STRATEGIC PLAN

Task 2.0 Recycled Water Phase III Expansion Project

Task 2.1: Phase III Expansion Work Plan

- Prior to conducting any work on this task, CONSULTANT shall produce a draft work plan detailing the proposed course of action to meet the task requirements for City and Water District approval.
- CONSULTANT shall present the work plan to the City and Water District during a meeting to be held within ten (10) working days of draft submittal. The City and Water District will provide comments within 14 working days of draft submittal.
- CONSULTANT shall provide revised work plan to the City and Water District within five (5) working days of receiving comments.
- City and Water District will approve/disapprove of the revised work plan within five (10) working days of receiving the finalized work plan and CONSULTANT shall then commence work on the task.

Task 2.2: Phase III Expansion Project Coordination and Planning

- CONSULTANT shall produce a master schedule for Task 2.0 including the phasing of work, critical paths, and milestones specific to the Phase III Expansion Project.
- CONSULTANT shall set deadlines for business plan, design, permitting, and securing outside funding specific to the Phase III Expansion Project.
- CONSULTANT shall develop and maintain a comprehensive overall task budget tracking system specific to the Phase III Expansion Project.
- CONSULTANT shall provide progress, schedule, and budget updates to City and Water District staff on a monthly basis, for the duration of Task 2.0 and no later than 6 months from the issuance of the Notice to Proceed.

Task 2.3 Phase III Expansion Business Plan Development

- CONSULTANT shall produce a 20-year annual recycled water demand projection for the project area (refer to other attachment for Phase III Background & Map) taking into account potential changes in landscaping, land use, new dual-piped buildings coming online, groundwater recharge, indirect potable reuse, direct potable reuse, and other future potential changes in demand with the possibility of advanced treatment options.
 - CONSULTANT shall perform risk assessment of the Phase III Expansion cost-effectiveness taking into account all the potential changes in demand, the potential changes in current water source costs and availability, as well as several scenarios for secured external funding.
 - CONSULTANT shall identify and calculate a value for other potential uses for the pipeline if the risk assessment finds that there is a nontrivial possibility that the Phase III Expansion could prove not cost-effective in the future.
 - CONSULTANT shall integrate the factors of the risk assessment to develop cost-based recycled water rates and fees given several scenarios and subject to Proposition 218 requirements.
 - CONSULTANT shall integrate the factors of the risk assessment to provide a
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ATTACHMENT B

SCOPE OF SERVICES

RWQCP RECYCLED WATER STRATEGIC PLAN

business plan for the Phase III Pipeline Expansion.

Task 2.4 Phase III Expansion Preliminary Design

- CONSULTANT shall produce a preliminary (10 percent) engineering design including schematics of pipe sizes, pipe materials, piping configuration, valve and pump types, valve and pump sizes, and valve and pump placement and locations.
- CONSULTANT shall utilize the 2008 Recycled Water Facility Plan (found at: <http://www.cityofpaloalto.org/civicax/filebank/documents/15103>), the 2015 EIR (found at: http://www.cityofpaloalto.org/gov/depts/utl/residents/resources/water_resources/recycled_water.asp) and Dec 2014 South Bay Water Recycling –Strategic and Master Planning Report (found at: <http://www.valleywater.org/EkContent.aspx?id=184&terms=recycled+water>).
- CONSULTANT shall coordinate and provide information needed for environmental documents.
- CONSULTANT shall produce a Class 4 project cost estimate given preliminary design per AACE International Classification System. The cost estimate shall be appropriate for a project definition of 15 percent and an expected accuracy of -15 to +20 percent.
- CONSULTANT shall identify and evaluate any CEQA and other potential regulatory requirements that may apply to the future construction and operation of the proposed pipeline expansion using the EIR completed in 2015.
- CONSULTANT shall include a CEQA checklist, if needed, and a list of permits required for construction.
- CONSULTANT shall provide recommendations of key points for full design bid package.

Task 2.5 Phase III Expansion Securing of Outside Funding

- CONSULTANT shall research and identify near-term funding sources for the Phase III Expansion Project as outlined in the 2008 City of Palo Alto Recycled Water Facility Plan.
- CONSULTANT shall complete all necessary work to apply for funding on behalf of the City and Water District leveraging past successful grant funding received.
- CONSULTANT shall track all applications and provide additional information or materials as needed.
- CONSULTANT shall maintain and submit all reports necessary to claim any secured funding.
- CONSULTANT shall maintain a clear, organized record of all applications and all secured funding specific to the Phase III Expansion Project.
- CONSULTANT shall coordinate and strategize applications for funding the Phase III Expansion Project in light of other tasks under this Agreement and potential collaborative funding opportunities.

Task 2.6 Phase III Expansion Deliverables

- CONSULTANT shall produce a Task 2 Work Plan per Task 2.1.
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- CONSULTANT shall produce & update a Task 2 Schedule per Task 2.2.
- CONSULTANT shall consolidate results from Tasks 2.3 – 2.5 into a standalone Phase III Expansion Business Plan, Preliminary Design, & Secured Funding Effort Report.
- CONSULTANT shall provide the City and Water District with draft reports at 50, 80, and 95 percent completion for review.
- CONSULTANT shall incorporate feedback from City and Water District for each of the above reports into subsequent draft and final reports no later than 10 working days after submittal.

Task 2.7 Optional Tasks

- CONSULTANT shall conduct these optional tasks only at the City's discretion with Water District concurrence and upon written notification by the City.

Optional Task 2.7.a Phase III Expansion Extended Design for Project Definition of 50 to 100 percent

- CONSULTANT shall produce an engineering design consistent with 50 to 100 percent project definition including schematics of pipe sizes, pipe materials, piping configuration, valve and pump types, valve and pump sizes, and valve and pump placement and locations.
- CONSULTANT shall provide recommendations of key points and specifications for full construction bid package.
- CONSULTANT shall produce a Class 1 construction cost estimate according to AACE International Classification System.
- CONSULTANT shall provide City and Water District with construction draft design documents at 50, 80, and 95 percent completion for review.
- CONSULTANT shall incorporate feedback from City and Water District for each of the above items into subsequent draft designs no later than 10 working days after submittal.

Task 3.0 Northwest County Indirect Potable Reuse Feasibility Study

The purpose of the Indirect Potable Reuse (IPR) Feasibility Study is to compile baseline information on the current condition of aquifers in northwestern Santa Clara County and adjacent areas, including sources and quantities of recharge, groundwater pumping, and water quality. This information will be used to evaluate whether increased groundwater utilization by the City is viable, and if so, to evaluate the feasibility of indirect potable reuse of advanced treated recycled water. This study will also evaluate impacts to groundwater resources from potential pumping or recharge projects to ensure continued sustainable groundwater management.

Task 3.1: Work Plan & Schedule

- Prior to conducting any work on this task, the CONSULTANT shall produce a draft work plan detailing the proposed course of action and schedule to meet the task requirements for City, Water District, & stakeholder approval.
 - CONSULTANT shall include in the work plan, amongst other details, an outline of
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the needed elements for the assessment under Task 3.2.

- CONSULTANT shall present the work plan to the City, Water District, & stakeholders during a meeting to be held within ten (10) working days of draft submittal. The City, Water District, & stakeholders will provide comments within 14 working days of draft submittal.
- CONSULTANT shall provide revised work plan to the City & Water District within five (5) working days of receiving comments.
- City & Water District will approve/disapprove of the revised work plan within ten (10) working days of receiving the finalized work plan and CONSULTANT shall then commence work on the task.

Task 3.2 Groundwater Use Assessment

- CONSULTANT shall review and analyze currently available information and data on the Santa Clara and San Mateo Plain Subbasins (California Department of Water Resources Basins 2-9.02 and 2-9.03, respectively) in the RWQCP service area (Palo Alto, Stanford, Mountain View, Los Altos, Los Altos Hills, and East Palo Alto). The review and analysis topics will include groundwater and surface water divides, recharge areas, water quality, and the general structure of the aquifers, aquitards, and other geologic units, general groundwater quality, as well as other relevant information.
 - CONSULTANT shall evaluate the hydrogeology and groundwater conditions in the RWQCP service area and surrounds, including defining the aerial extent, thickness and hydraulic properties of subsurface layers, surface water/groundwater interaction, quantifying seasonal fluctuations in upper and lower aquifer groundwater levels, inflows and outflows, basin storage, and evaluating hydraulic connectivity between the upper and lower aquifers and between adjacent subbasins.
 - CONSULTANT shall provide a groundwater balance analysis focusing on the City in addition to the analyses above for the RWQCP service area. The groundwater system is comprised of multiple water-bearing zones, and the analysis shall include the identification and estimate of inflows and outflows in the different zones (eg. in the shallow aquifer and deeper production aquifer). The groundwater balance analysis shall also include a schematic diagram showing the conceptual aquifer system, and uncertainty analysis. The analysis shall identify significant sources of groundwater inflows and outflows, including, but not limited to, natural and managed recharge, private and municipal wells, groundwater remediation systems, temporary and on-going dewatering sites, and surface water/groundwater interactions, as well as an evaluation of the extent which shallow groundwater recharges the deeper aquifer(s).
 - CONSULTANT shall include geologic cross sections using existing data (e.g., well boring logs) that delineate water-bearing zones, aquitards, and depth to bedrock.
 - CONSULTANT shall evaluate the feasibility of increased pumping to meet 25%, 50%, or 100% of the City's water demands and identify additional infrastructure needed to meet demands at each level.
 - CONSULTANT shall evaluate whether increased pumping at these levels would result in adverse impacts, including excessive drawdown in adjacent wells, regional land subsidence, salt water intrusion, significant depletions of surface water, or
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drawing contaminants from known contaminant release sites into municipal wells (e.g. Superfund sites, dry cleaners, fuel leaks, and other toxic release sites).

- CONSULTANT shall evaluate different water year (hydrologic) scenarios and potential increased pumping in adjacent cities in conjunction with evaluating the feasibility of increased pumping to meet the City's future water demands.
- CONSULTANT shall identify data gaps and recommendations for further study as it relates to increased groundwater use.

Task 3.3 Indirect Potable Reuse (IPR) Feasibility Evaluation

- CONSULTANT shall identify current natural groundwater recharge areas in the northwestern Santa Clara Subbasin, and identify potential areas for artificial recharge based on favorable geological conditions within the RWQCP's service area.
 - CONSULTANT shall identify areas within the RWQCP's service area that fall within the northwest Santa Clara Subbasin on the scale of acres (versus parcel) of highest recharge, quantify recharge rates, identify current and near-term groundwater demand, and assess potential for IPR.
 - CONSULTANT shall provide schematics (e.g., maps and cross sections) indicating identified locations.
 - CONSULTANT shall perform screening level calculations using Darcy's law or similar approach to evaluate the movement and underground retention time of IPR water.
 - CONSULTANT shall review the potential for IPR projects to create nuisance conditions by raising the water table into basements, elevator shafts, underground parking, street undercrossings, or flooding storm drains and sanitary sewers.
 - CONSULTANT shall determine water quality parameter guidelines for IPR recycled water that would not adversely affect groundwater quality in the basin and ensure consistency with basin management objectives as defined in the 2012 Groundwater Management Plan prepared by the Santa Clara Valley Water District, or subsequent versions.
 - CONSULTANT shall evaluate the potential for IPR to introduce contaminants into the aquifer as well as evaluate the potential to increase mobilization and/or dissolution of contaminants. Contaminants of concern include salts, emerging contaminants, petroleum hydrocarbons and chlorinated hydrocarbons. Naturally-occurring compounds of potential concern may include arsenic, selenium and chromium and other metals.
 - CONSULTANT shall evaluate the potential for injected or percolated water to discharge into creeks.
 - CONSULTANT shall utilize existing data including that from the City emergency groundwater wells, the Santa Clara Valley Water District well monitoring, the State Water Resources Control Board's GeoTracker database, and other existing databases.
 - CONSULTANT shall identify possible IPR scenarios (e.g., injection wells, percolation ponds, etc.) that should be evaluated in more detail in subsequent studies for potential application in the identified potential IPR areas.
 - If IPR is determined to be feasible, CONSULTANT shall produce a recommended implementation strategy for IPR within the portions of the RWQCP service area that
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fall within the northwest Santa Clara Subbasin.

- CONSULTANT shall include in the implementation strategy an overview of required permits and a CEQA checklist, other IPR regulatory constraints, monitoring requirements, on-going maintenance requirements, and associated cost estimates.
- CONSULTANT shall provide Class 5 cost estimates per AACE International Classification System. The cost estimate shall be appropriate for a feasibility study for a project definition of 0 – 2 percent and an expected accuracy of -50 to + 100 percent.
- CONSULTANT shall identify data gaps and recommendations for further study.

Task 3.4 Groundwater Study Deliverables

- CONSULTANT shall produce a Task 3 Work Plan & Schedule per Task 3.1.
- CONSULTANT shall produce a Groundwater Use Assessment Report (?) per Task 3.2.
- CONSULTANT shall produce an Indirect Potable Reuse Feasibility Evaluation Report per Task 3.3.
- CONSULTANT shall consolidate results from Tasks 3.2 – 3.3 into a standalone Northwestern Santa Clara County Indirect Potable Reuse Feasibility Study Report.
 - CONSULTANT shall provide the City, Water District, & stakeholders with draft reports at 50, 80, and 95 percent completion for review.
 - CONSULTANT shall incorporate feedback from the City, Water District, & stakeholders into each of the Reports above and into subsequent draft and final reports no later than 10 working days after submittal.

Task 3.5 Optional Tasks

- CONSULTANT shall conduct these optional tasks only at the City's discretion with Water District concurrence and upon written notification by the City.

Optional Task 3.5.a Refined Numerical Groundwater Model

- The model elements and format shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District and stakeholders prior to beginning this task.
 - CONSULTANT shall use the hydrogeologic evaluation completed under Task 3.1 to develop a numerical groundwater model or refine an existing numerical groundwater model for use in forecasting future impacts to the aquifers, and for making calculations to satisfy regulations related to groundwater replenishment reuse projects (e.g. travel times). Future impacts could include those due to increased groundwater development, groundwater replenishment, wet and dry year extremes, or a combination thereof. Adequate model calibration to measured data (e.g., water levels) per industry standards (e.g. ASTM 5981-96) must be demonstrated to the satisfaction of the Water District and City.
 - CONSULTANT shall propose and evaluate up to five (5) potential groundwater use scenarios, in addition to a baseline scenario reflecting current groundwater demand
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under dry, average and wet water years.

- CONSULTANT shall determine artificial recharge rates sufficient to maintain the system in balance under each scenario in the event natural recharge is not sufficient.

Optional Task 3.5.b Fulfilling Data Gaps to be included in Numerical Groundwater Model

- CONSULTANT will identify data needed to complete the numerical groundwater model in Task 3.5a and prepare a work plan for a field investigation to satisfy the data requirements. The work plan shall be approved by the City and stakeholders prior to beginning this task.
- CONSULTANT shall conduct the field investigation identified in the work plan and document the results in a standalone report.

Optional Task 3.5.c IPR Modeling Scenarios & Parcel Identification

- The model scenarios and identification format/procedure shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District and stakeholders prior to beginning this task.
- CONSULTANT shall use the Refined Numerical Groundwater Model produced under Task 3.5.a to run different IPR scenarios to ultimately identify ideal IPR opportunities (e.g., salt water intrusion mitigation, injection wells, percolation basins, etc.) and consider regulatory constraints to identify potential parcels for IPR projects.

Optional Task 3.5.d IPR Strategic Plan

- The exact content and format of the plan shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District and stakeholders prior to beginning this task.
- CONSULTANT shall prepare an IPR Strategic Plan specific to Palo Alto to summarize the results of Task 3.5a and Task 3.5c.

Task 4.0 Recycled Water Strategic Plan

The ultimate goal of this study component is to produce a guideline for an alternative reliable water supply for the RWQCP service area and adjacent cities, to augment supplies with recycled water during droughts or other hydrologic events, and to increase the reliance on locally available water supplies such as recycled water.

Task 4.1: Recycled Water Strategic Plan Work Plan & Schedule

- Prior to conducting any work on this task, the CONSULTANT shall produce a draft work plan detailing the proposed course of action and schedule to meet the task requirements for City, Water District, & stakeholder approval.
 - CONSULTANT shall present the work plan to the City, Water District, & stakeholders during a meeting to be held within five (5) working days of draft submittal. The City, Water District, & stakeholders will provide comments within 14 working days of draft submittal.
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- CONSULTANT shall provide revised work plan to the City & Water District within five (5) working days of receiving comments.
- City & Water District will approve/disapprove of the revised work plan within ten (10) working days of receiving the finalized work plan and CONSULTANT shall then commence work on the task.

Task 4.2: Recycled Water Strategic Plan Evaluations

- CONSULTANT shall develop a comprehensive Recycled Water Strategic Plan, including feasibility report that meets the requirements of WTR11-01, Reclamation Manual; Directives and Standards.
 - CONSULTANT shall review the 1992 Recycled Water Master Plan and identify potential new water recycling customers within the RWQCP service area and adjacent areas.
 - CONSULTANT shall incorporate key findings from Tasks 2.0 – 3.0, the [Advanced Water Purification System Feasibility Study](#), the Mountain View Recycled Water Expansion & Sunnyvale Intertie Projects, the Water District's previous studies of stream augmentation, the City's previous studies of contaminants of emerging concern, and other relevant studies conducted by the City, Water District, and other agencies into the Recycled Water Strategic Plan.
 - CONSULTANT shall evaluate and develop rate structures to address cost recovery and encourage recycled water use.
 - CONSULTANT shall also evaluate the long-term financial viability of the RWQCP Recycled Water Program given various scenarios of potable and non-potable recycled water demand, partnerships, and rates.
 - CONSULTANT shall include at a minimum the following evaluations:
 - Existing recycled water demand (as defined as that projected through 2020) in the RWQCP service area and adjacent areas.
 - Future recycled water demands (as defined as that projected through 2025 and divided up into 5-year increments) within the RWQCP service area and adjacent areas (e.g., Sunnyvale intertie, etc.).
 - Recycled water use for potable reuse, non-potable reuse, and stream-flow augmentation within the RWQCP service area and adjacent areas And incorporate a ranking/ evaluation system to help prioritize future commitments and projects.
 - Identifying and recommending technologies that may further improve recycled water quality by incorporating the Advanced Water Purification System Feasibility Study and how these projects could be linked to the RWQCP's Long Range Facilities Plan.
 - Developing revenue and market projections based on current (2020) conditions and an expanded distribution system (2025) throughout the RWQCP service area and adjacent areas
 - Summary of funding opportunities discovered under Task 5.0 and a summary of the statewide regulatory constraints tracked by the Water District.
 - Identification of opportunities for regional coordination and interconnections including an analysis of efficiencies realized by using interconnections.
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- Summary of the agreements that would be required to achieve recommended regional interconnections and additional expansion taking into account local policies in addition to agreements to support recycled water and interconnections.

Task 4.3 Recycled Water Strategic Plan Deliverables

- CONSULTANT shall produce a Task 4 Work Plan & Schedule per Task 4.1.
- CONSULTANT shall consolidate results from Tasks 4.2 into a standalone Recycled Water Strategic Plan report.
 - CONSULTANT shall provide a report that can be used as a feasibility report that could be sent by the City to the Bureau of Reclamation for review and approval.
 - CONSULTANT shall incorporate any comments from the Bureau of Reclamation and issue a Project Feasibility Report.
 - CONSULTANT shall provide the City, Water District, & stakeholders with draft reports at 30, 50, 80, and 95 percent completion for review.
 - CONSULTANT shall incorporate feedback from the City, Water District, & stakeholders into each of these reports and into subsequent draft reports no later than 10 working days after submittal.

Task 4.4 Optional Tasks

- CONSULTANT shall conduct the Optional tasks only at City & Water District discretion and upon written notification by the City.

Optional Task 4.4.a Mountain View Project Alignment

- CONSULTANT shall conduct additional analyses as needed to incorporate work conducted separately by Mountain View on recycled water expansion into Task 4.2.

Optional Task 4.4.b RWQCP Wholesaler Business Plan

- The business plan elements and approach shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District, & stakeholders prior to beginning this task.
- CONSULTANT shall develop a business plan for RWQCP being a wholesaler of recycled water within South San Mateo County.

Optional Task 4.4.c Assistance in Partner Agreements

- CONSULTANT shall, as needed, draft partner agreements between different agencies on recycled water pipeline expansion projects.

Optional Task 4.4.d Facility Assessment Plans

- The plan elements and approach shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District, & stakeholders prior to beginning this task.
 - CONSULTANT shall develop facility assessment plans for expanding recycled
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water within East Palo Alto, Stanford, Los Altos Hills, and Los Altos.

Optional Task 4.4.e Business Plan – East Palo Alto

- The business plan elements and approach shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District, & stakeholders prior to beginning this task.
- CONSULTANT shall develop a business plan for expanding recycled water within East Palo Alto.

Optional Task 4.4.f Business Plan – Los Altos

- The business plan elements and approach shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District, & stakeholders prior to beginning this task.
- CONSULTANT shall develop a business plan for expanding recycled water within Los Altos.

Optional Task 4.4.g Business Plan – Los Altos Hills

- The business plan elements and approach shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District, & stakeholders prior to beginning this task.
- CONSULTANT shall develop a business plan for expanding recycled water within Los Altos Hills.

Optional Task 4.4.h Business Plan – Menlo Park

- The business plan elements and approach shall be proposed by the CONSULTANT via a work plan to be approved by the City, Water District, & stakeholders prior to beginning this task.
- CONSULTANT shall develop a business plan for expanding recycled water to Menlo Park.

Task 5.0 Funding Identification & Assistance

- CONSULTANT shall research and identify possible funding sources for the numerous recycled water projects under this scope of work, with funding for Phase III design and construction the priority.
 - CONSULTANT, at the direction of the City, shall complete all necessary work to apply for funding on behalf of the City, Water District, and/or RWQCP partner agencies.
 - CONSULTANT shall track all applications and provide additional information or materials as needed.
 - CONSULTANT shall maintain and submit all reports necessary to claim any secured funding.
 - CONSULTANT shall coordinate and strategize applications for funding in light of all tasks under this Agreement, City and Water District projects occurring simultaneously outside of this Agreement, as well as potential collaborative funding opportunities with other agencies.
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Task 5.1 Funding Identification & Assistance Deliverables

- CONSULTANT shall produce and update a tracking sheet/record of funding opportunities, pending applications, & schedules under Task 5.
- CONSULTANT shall provide the City and Water District with copies of all submitted applications produced under Task 5.
 - CONSULTANT shall provide the City and Water District with draft applications for review and approval prior to submission.

Task 6.0 Regulatory Support & Regional Coordination

- CONSULTANT shall prepare applications and regulatory documents as needed and assist with permitting process.
- CONSULTANT shall update the City and Water District with respect to any relevant compliance requirements.
- CONSULTANT shall, upon City direction, aid in drafting of new ordinances or amending existing ordinances to encourage recycled water use.
- CONSULTANT shall evaluate regional opportunities to promote the use of recycled water within Santa Clara and South San Mateo Counties.

Task 7.0 Public Outreach

- CONSULTANT shall, at the discretion of the City & Water District, prepare informational material in collaboration with City & Water District Outreach Staff and assist staff with reports, presentations, and workshops for City management, City Commissions and Committees, City Council and RWQCP partner agencies as needed.
- CONSULTANT shall, as needed, provide administrative and/or technical support at public outreach events.
- CONSULTANT shall assist, as needed, in educational campaigns and stakeholder meetings on the benefits of recycled water to increase public perception and awareness of the potential expansion opportunities.

Task 7.1 Public Outreach Deliverables

- CONSULTANT shall produce and update a tracking sheet of outreach conducted throughout the year under Task 7 and provide the record to the City & Water District each year of the contract by December 31 of that year.
 - Tracking sheet shall include at a minimum the location, date, name, number of people, event theme, and any provided materials for each outreach event.
 - CONSULTANT shall provide the City & Water District with electronic copies of all produced outreach materials.
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ATTACHMENT X – PHASE III EXPANSION BACKGROUND & MAP

PHASE III RECYCLED WATER EXPANSION BACKGROUND

The RWQCP's Recycled Water Program began in the early 1980s. Phase I of the recycled water delivery system provided recycled water to Shoreline Golf Links in Mountain View and was expanded to serve other uses including certain processes at the RWQCP, maintenance of the duck pond, enhancement of Emily Renzel Marsh, and irrigation at several City facilities. In 1991 and 1992, the City of Palo Alto Utilities (CPAU) and the partners of the RWQCP examined the feasibility of expanding the use of recycled water to serve additional City and commercial customers in the RWQCP service area. This examination concluded with the publication of the April 1992, "Water Reclamation Master Plan for the Regional Water Quality Control Plant" (Recycled Water Master Plan).

In April 1995, Council certified the Program EIR for the projects identified in the Recycled Water Master Plan (CMR:217:95), however, Council agreed with the staff recommendation not to go forward with the new projects because they were not cost-effective. Instead, Council agreed that staff would re-evaluate the projects in case of changed conditions such as: 1) changes in the RWQCP discharge permit requirements; 2) increased mass loading to the RWQCP; 3) requests by partner agencies or other local agencies; 4) availability of federal or other funding; or 5) supply-side issues, which may lead to increases in the value of recycled water from a water supply perspective, such as water supply cost, water supply availability, regulatory and legislative initiatives and advanced treatment for potable reuse.

As the San Francisco Public Utilities Commission (SFPUC), the City's primary water supplier, embarked on their Water System Improvement Project, SFPUC water supply rates began to steadily increase. In response to this change, in July 2006, the City completed a Recycled Water Market Survey (RWMS) to update the 1992 Recycled Water Master Plan and re-examine the feasibility of Phase III, an extension of the recycled water system to end-users in Palo Alto. The 2006 RWMS identified a total potential demand of about 1,700 acre-feet per year (AFY) in Palo Alto and identified a project to serve about 840 AFY of recycled water demand.

The 2006 RWMS also showed that the estimated cost of the recycled water from the project was still higher than the expected future cost of water from the SFPUC. Therefore, the project was not cost-effective without outside funding. However, additional planning and design work was required before state and federal funds could be sought. Specifically, applying for state grant funds required the completion of a Recycled Water Facility Plan. Proposals to complete such a plan were solicited, and the City submitted an application for a planning grant from the State Water Resources Control Board (SWRCB). On November 20, 2006, Council approved development of a facility plan and environmental documentation for expanding the recycled water distribution system in Palo Alto. Council authorized the City to file a Water Recycling Facilities Planning Grant application in the amount of \$75,000 (CMR:415:06), and the City received that grant from the SWRCB.

On April 16, 2007, Council approved the execution of a contract with RMC Water & Environment, Inc. for completion of a Recycled Water Facilities Plan and preparation of

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environmental documents for Phase III expansion (CMR:191:07). The project included analyses of all essential components of a potential expanded recycled water system to serve additional users in Palo Alto. Tasks included site investigations, analysis of project alternatives, preparation of a financial plan, environmental documentation, public outreach, development of user agreements or use ordinances, and the preparation of the facility plan reports.

A [Recycled Water Facility Plan](#) was completed in December 2008. The Recycled Water Facility Plan identified the Stanford Research Park as a “target area” that had sufficient recycled water use potential to justify the project extension. The cost of the water, however, was found to be significantly higher than SFPUC water, so the project could not be justified without outside funding. Potential state and federal grants and low- or no-interest loans from the State Revolving Loan Fund required completion of environmental documentation. Meanwhile, Phase II, an extension of the RWQCP’s recycled water system to Mountain View, was completed in 2009.

As required by the California Environmental Quality Act (CEQA), an Initial Study and Draft Mitigated Negative Declaration was issued in March 2009. This document contained a checklist evaluating impacts on the environment associated with construction and operation of the Phase II expansion. Comments were received during the 30-day public comment period. The City completed a Response to Comments document in May 2009. Due to public concerns regarding the irrigation of redwood trees and sensitive species with recycled water, the City decided to undertake an Environmental Impact Report (EIR) focused on the water quality issues associated with the RWQCP’s recycled water, mainly focused on salinity impacts. On January 25, 2010, Council approved the Recycled Water Salinity Reduction Policy (Staff Report 111:10, [Resolution 9035](#)), including a goal of reducing the Total Dissolved Solids (TDS) of the recycled water to 600 milligrams per liter (mg/L). Since that time, the RWQCP’s partner agencies have taken steps to reduce salinity intrusion into the sewer system.

The continued rise in cost for SFPUC water and the current severe statewide drought conditions have recently raised awareness of the importance of recycled water as part of the City’s water supply mix and, hence, need for the Phase III expansion project. Because the original environmental documentation had grown stale, a new Program EIR was completed and certified by Council on September 28, 2015. This RFP seeks consulting assistance for the next steps of securing financing for the project, developing a business plan, and preparing an initial engineering design for the Phase III expansion project.

License Required

Professional Engineering

(USE FOR 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 _____, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and _____, a _____, located at _____ (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

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

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

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at 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.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

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 at 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” (“Basic Services”), and reimbursable expenses, shall not exceed _____ Dollars (\$ _____). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed _____ Dollars (\$ _____). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement. 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.

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 at 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services 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 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.

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. 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 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. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

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

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

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

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

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

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that

portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

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

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

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

requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

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

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

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

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

SECTION 26. MISCELLANEOUS PROVISIONS.

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

26.2. 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.

26.3. 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.

26.4. 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.

26.5. 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.

26.6. 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.

26.7. 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.

26.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

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

26.10. All unchecked boxes do not apply to this agreement.

26.11. 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.

26.12. This Agreement may be signed in multiple counterparts, which shall, when

executed by all the parties, constitute a single binding 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 on contracts over \$85,000)
Purchasing Manager (Required on contracts over \$25,000)
Contracts Administrator (Required on contracts under \$25,000)

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Senior Asst. City Attorney
(Required on Contracts over \$25,000)

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "A-1": PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT "A"
SCOPE OF SERVICES

(Optional – for On Call Agreements only)

**EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER**

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

CONTRACT NO.

ISSUE DATE

Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER

1B. TASK ORDER NO.

2. CONSULTANT

3. PERIOD OF PERFORMANCE: START: COMPLETION:

4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT \$ _____

5. BUDGET CODE: _____
COST CENTER _____ COST ELEMENT _____ WBS/CIP _____
PHASE _____

6. CITY PROJECT MANAGER'S
NAME/DEPARTMENT _____

7. DESCRIPTION OF SCOPE OF SERVICES

MUST INCLUDE:

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

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

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

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

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY: _____
Name _____
Title _____
Date _____

BY: _____
Name _____
Title _____
Date _____

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

(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.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 ()	\$
Task 2 ()	\$
Task 3 ()	\$
Task 4 ()	\$
Task 5 ()	\$
Sub-total Basic 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 service charges, cellular phone service charges, 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:

(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:

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 service charges, cellular phone service charges, 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 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:

EXHIBIT "C-1"
SCHEDULE OF RATES

**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 INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE EMAILED TO: InsuranceCerts@CityofPaloAlto.org

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

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

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

*Include name, title and phone number.

Attachment E
 SAMPLE COST PROPOSAL FORMAT – RFP

(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			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 1			\$	\$
Task 2			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 2			\$	\$
Task 3			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 3			\$	\$
TOTAL NOT TO EXCEED (TASKS 1 – 3)			\$	\$

Attachment "F"
INSURANCE REQUIREMENTS

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

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

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

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - A. PRIMARY COVERAGE
WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
 - B. CROSS LIABILITY

Attachment "F"
INSURANCE REQUIREMENTS

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**PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.
Email: insurancecerts@cityofpaloalto.org**
