

CITY OF PALO ALTO CONTRACT NO. C24190042

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND BKF ENGINEERS

This Agreement for Professional Services (this “Agreement”) is entered into as of the 1st day of April, 2024 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and BKF ENGINEERS, a Corporation, located at 255 Shoreline Drive, Suite 200, Redwood City, CA 94065

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

RECITALS

A. CITY intends to collect topographic survey data (the “Project”) and desires to engage a consultant to provide surveying services in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess 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, entitled “SCOPE OF SERVICES”.

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

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

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through March 31, 2025 unless terminated earlier pursuant to Section 19 (Termination) 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, entitled “SCHEDULE OF PERFORMANCE”. 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 shall be based on the compensation structure detailed in Exhibit C, entitled “COMPENSATION,” including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Two Hundred Sixty-Five Thousand Dollars (\$265,000)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled “SCHEDULE OF RATES.” Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☒ **Optional Additional Services Provision** (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Eighteen Thousand Two Hundred Fifty Dollars (\$18,250)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Two Hundred Eighty-Three Thousand Two Hundred Fifty Dollars (\$283,250)**, as detailed in Exhibit C.

“Additional Services” means 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. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY’s Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

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, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of 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 invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess 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 subcontractors, if any, 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 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, as amended from time to time. 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 the CITY's stated construction budget by ten percent (10%) or more, 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. CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be

deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

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 approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

SECTION 12. SUBCONTRACTING.

☒ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Benjamin Santos, Telephone: 408-467-9171 Email: bsantos@bkf.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager 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 CONSULTANT 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 Services or a threat to the safety of persons or property.

CITY's Project Manager is Tuan Nguyen, Utilities Department, WGW Division, 1007 Elwell, Palo Alto, CA, 94303, Telephone: (650) 566-4547, Email: Tuan.Nguyen@CityofPaloAlto.org. CITY's

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. All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, 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 product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product 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 Services.

SECTION 15. AUDITS. CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party 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 attorney's fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims 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. CITY will reimburse CONSULTANT for the proportionate percentage of defense costs exceeding CONSULTANT's proportionate percentage of fault as determined by the final judgment of a court of competent jurisdiction.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

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. No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

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, entitled "INSURANCE REQUIREMENTS". 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. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the 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 provided in material conformity with this Agreement as such determination is 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, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. 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, unless made in accordance with Section 17 (Waivers).

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 Manager at the address of
 CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

SECTION 21. CONFLICT OF INTEREST.

21.1. In executing 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 subcontractors or other persons or parties 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, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

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, hereby incorporated by reference and as 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 CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by 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 Department'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 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. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. 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. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.

26.1. **This Project is subject to prevailing wages and related requirements as a "public works" under California Labor Code Sections 1720 et seq. and related regulations. CONSULTANT is required to pay general prevailing wages** as defined in California Labor Code Section 1773.1 and Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. Pursuant to Labor Code Section 1773, the CITY 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 State of California Department of Industrial Relations

(“DIR”). Copies of these rates may be obtained at the CITY’s Purchasing Department office. The general prevailing wage rates are also available at the DIR, Division of Labor Statistics and Research, web site (see e.g. <http://www.dir.ca.gov/DLSR/PWD/index.htm>) as amended from time to time. CONSULTANT shall post a copy of the general prevailing wage rates at all Project job sites and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with all applicable provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Labor Code Section 1720 et seq.), including but not limited to Sections 1725.5, 1771, 1771.1, 1771.4, 1773.2, 1774, 1775, 1776, 1777.5, 1782, 1810, 1813 and 1815, and all applicable implementing regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq. (8 CCR Section 16000 et seq.), as amended from time to time. CONSULTANT shall comply with the requirements of Exhibit E, entitled “DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS”, for any contract for public works construction, alteration, demolition, repair or maintenance, including but not limited to the obligations to register with, and furnish certified payroll records directly to, DIR.

SECTION 27. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 27, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.



This Project is not a 9204 Public Works Project.

SECTION 28. CONFIDENTIAL INFORMATION.

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY’s Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT’s obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. “Confidential Information” means all data, information (including without limitation “Personal Information” about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT’s possession free of any obligation of

confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

SECTION 29. MISCELLANEOUS PROVISIONS.

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. 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.

29.3. 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.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the

authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

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

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

SECTION 30. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☒ EXHIBIT A-1: PROFESSIONAL SERVICES TASK ORDER
- ☒ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☒ EXHIBIT C: COMPENSATION
- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS
- ☒ EXHIBIT E: DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS
- ☒ EXHIBIT F: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) ROLLING MOBILE TRAFFIC CONTROL
- ☒ EXHIBIT G: DEFINED WORK AREAS FOR SURVEY MAP
- ☒ EXHIBIT H: REQUIREMENTS FOR TRAFFIC CONTROL PLAN SUBMISSION

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

CONTRACT NO. C24190042 SIGNATURE PAGE

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

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

BKF ENGINEERS

DocuSigned by:
By: Davis Thresh, PLS
4AD73A9A2201474...
Name: Davis Thresh, PLS
Title: Vice President

DocuSigned by:
By: Jean Chen
4832F5673F2E450...
Name: Jean Chen
Title: CFO

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled "SCOPE OF SERVICES". Notwithstanding any provision herein to the contrary, CONSULTANT's duties and services described in this Scope of Services shall not include preparing or assisting CITY with any portion of CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Scope of Services.

General Scope:

CONSULTANT will provide the surveying services described in this Exhibit A for the entire Defined Work Area, as described in Table 1 below and Exhibit G.

The City of Palo Alto has established a GPS Control Network and survey control monuments throughout the City to be used as the official survey control benchmarks. All surveying and engineering-related work shall use these monuments in order for the projects to be incorporated into the City's GIS mapping. To satisfy the City of Palo Alto horizontal coordinate & vertical datums, the surveyor must tie the requested work to the City GPS control monuments prepared by Bestor Engineers in 1994 and submit your northings and eastings in the City's coordinate system. The City will not accept deliverables in other coordinates systems and/or own local ("project") coordinate systems.

The coordinates shown on the record of survey are based on the North American Datum of 1983 [NAD 83(1992 epoch)] in the California State Plane Coordinate System, (zone 3) in units of survey feet. Vertical elevations are based upon the NGVD 29 as per the USC&GS adjustment of 1967. Additional information concerning elevations and secondary vertical control benchmarks to be used for vertical control only is on file and available at the City of Palo Alto Public Works engineering surveying office. The data provided by Public Works is intended to be used as a reference.

Horizontal and vertical control reference point data is available upon request. Copies of full size of the Record of Survey and Survey Control Monument maps prepared by Bestor Engineers, Inc. dated February 1994 are available at the Utilities Engineering Office.

CONSULTANT's California Licensed Land Surveyor is responsible to setup all control points needed to perform the survey work. The accuracy for all survey data shall be +/- 0.5 in; with an exception of gas meter risers on private properties to be +/- 0.5 ft. All survey data collected shall be certified by a California Licensed Land Surveyor. Roughly 30-40% of all gas meter risers are

behind property fences, shrubs, or other obstructions. The survey data shall be measured in U.S. Survey Feet.

Survey data shall be collected within the entire width of the street and on private properties to include all features identified below. The extents of the survey area shall cover the full intersections to curb returns.

The CONSULTANT shall obtain approval from business/homeowners or occupants to access private properties or easements for collecting required survey data. No additional compensation will be made for delays due to private property access issues. The CONSULTANT shall provide necessary traffic control to meet the CPA Transportation Department's standards, shown in Exhibit H to this Agreement. No additional compensation will be made for traffic control on major streets.

The CONSULTANT shall use CPAU WGW Engineering's "feature codes" for naming convention and refer to the feature capture-positions in the attached 'Feature Codes and Feature Capture-Positions' list.

Site and Traffic Control:

All work shall be conducted in a safe manner and in strict accordance with the rules of the State Division of Industrial Safety (Cal. OSHA). The CONSULTANT shall take all reasonable precautions necessary to protect from personal injury all workers and other persons who may be in or about the work area and to prevent damage to both public and private property. Workers in the area shall wear orange safety vests and hard hats at all times.

The CONSULTANT shall assume sole and complete responsibility for job site conditions during the course of this survey project, including the safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the CONSULTANT shall defend, indemnify and hold the City harmless from any and all liability, real or alleged, in connection with the performance of work on this project.

Work on arterial and collector streets (including El Camino Real, San Antonio Avenue, Foothill Expressway, Sand Hill Road, Middlefield Road, Arastradero Road, Loma Verde Avenue, California Avenue, and Manuela Avenue) will not be permitted between the hours of 7 and 9 a.m. and 4 and 6 p.m. to avoid traffic congestion to the public (refer to California Road System Map for road functional classification).

The CONSULTANT shall comply with the attached Manual On Uniform Traffic Control Devices (MUTCD) Rolling Mobile Traffic Control requirements (shown in Exhibit F) for short term work. Any work that is longer than 15 minutes at one particular spot requires a more specific traffic control plan to be submitted for CPA Transportation Department's review and approval, per Exhibit H.

The above requirements are minimum and do not limit the CONSULTANT's responsibility of doing all that is practical and necessary to ensure the safety of workers, pedestrians, bicyclists, and motorists.

Data to be Collected:

Collect horizontal and vertical data for:

1. Sanitary sewer manholes (lid center, depth, and invert elevations for each pipe, including pipe size/diameter, with in/out directions relative to magnetic north)
2. Storm drain manholes and catch basins (lid center, depth, and invert elevations for each pipe, including pipe size/diameter, with in/out directions relative to magnetic north)
3. Gas and water valves (cover and stem elevations)
4. Street surface along the crown of the pavement (i.e. along the approximate centerline of the street width) at grade breaks and every 50' maximum

Collect horizontal data for:

(collect data at center of manholes/lids/boxes, unless otherwise noted)

1. Electrical/Fiber Optic/Telephone manholes and boxes
 - a. For Electrical/Fiber Optic/Telephone boxes - measure box dimension and collect survey data of two opposing corners
2. Electric poles and guy wire anchors
3. Fire hydrants (center of hydrant)
4. Anode boxes
5. Air relief valves
6. Water meters, gas meters, and the City of Palo Alto assigned gas meter numbers
7. Gas meter risers (end of riser at ground penetration)
8. Sanitary sewer cleanout boxes/lampholes/flush inlets
9. Monuments
10. Front and back of sidewalk, face of curb, lip of gutter, and edge of pavement on both sides of the street. For linear alignment, collect data at both ends of the block. For non-linear alignment, collect data at every turning point.

Additional surveying services, if authorized, will be described in a Task Order and compensated as set forth in Exhibit C.

Deliverables:

- Northing and easting coordinate text files (PNEZD) of all required survey data, including all control survey points, in .csv format, including feature code and description of each point in the spreadsheet (all point descriptions shall be in the same description column).

Table 1 Defined Work Areas (See Exhibit G for Survey Map)

SHEET NO.	STREET	BETWEEN	AND	APPROX. LENGTH (FEET)
6	SAN CARLOS CT	MIDDLEFIELD RD	END OF SAN CARLOS CT	570
8	ASH ST	STANFORD AVE	OXFORD AVE	300
8	BIRCH ST	LELAND AVE	STANFORD AVE	358
8	BIRCH ST	STANFORD AVE	OXFORD AVE	296
8	BIRCH ST	OXFORD AVE	COLLEGE AVE	228
9	BRYANT ST	EL DORADO AVE	EL VERANO AVE	2832
9	EL DORADO AVE	RAMONA ST	SOUTH CT	320
9	SOUTH CT	EL CARMELO AVE	LOMA VERDE AVE	977
9	RAMONA ST	EL CARMELO AVE	EL VERANO AVE	1887
9	EMERSON ST	EL CARMELO AVE	EMERSON STREET (END OF CUL-DE-SAC)	2275
9	EL CARMELO AVE	ALMA ST	WAVERLEY AVE	1661
9	LOMA VERDE AVE	ALMA ST	SOUTH CT	1306
9	CAMPESINO AVE	RAMONA ST	BRYANT ST	465
9	EL VERANO AVE	ALMA ST	RAMONA AVE	414
9	EL VERANO AVE	RAMONA ST	BRYANT ST	426
9	ALMA ST	EL DORADO AVE	EL CARMELO AVE	912
9	WAVERLEY ST	EL DORADO AVE	EL CARMELO AVE	994
10	RAMONA CIRCLE	ROOSEVELT CIR	RAMONA CIR	961
10	ROOSEVELT CIR	RAMONA ST	REDWOOD CIR	1871
11	ALMA ST	ELY PLACE	FERNE AVE	1950
11	GREENMEADOW WAY	ALMA ST	CREEKSIDE DR	396
11	CREEKSIDE DR	GREENMEADOW WAY	DUNCAN PLACE EASEMENT	831
11	DUNCAN PLACE EASEMENT	CREEKSIDE DR	DUNCAN PLACE	300
11	FERNE AVE	ALMA ST	FERNE CT	262
2	EDGEWOOD DRIVE	EDGEWOOD DRIVE	CHANNING AVE	1060

2	EDGEWOOD DRIVE (CUL DE SAC)	(CUL DE SAC)	EDGEWOOD DRIVE	226
2	EDGEWOOD DRIVE (CUL DE SAC)	(CUL DE SAC)	EDGEWOOD DRIVE	230
2	CHANNING AVE	WILDWOOD AVE	WEST BAYSHORE RD	823
2	ST FRANCISCO DRIVE	EMBARCADERO RD	CHANNING AVE	102
2	SANDALWOOD CT	(CUL DE SAC)	CHANNING AVE	248
3	ADDISSON AVE	CHANNING AVE	FIFE AVE	980
4	NEWELL RD	EMBARCADERO RD	CHANNING AVE	2028
5	NORTH CALIFORNIA AVE	COWPER ST	WEBSTER ST	374
7	MIDDLEFIELD RD	ASHTON AVE	EAST MEADOW DR	1471
7	EAST MEADOW DR	COWPER ST	GROVE AVE	469
7	ASHTON AVE	ASHTON CT	MIDDLEFIELD RD	406
7	MURDOCH DR	ASHTON AVE	ALGER DR	825
7	MURDOCH CT	MURDOCH CT	MURDOCH CT END	171
7	ALGER DR	COWPER ST	MURDOCH DR	379
7	COWPER ST	ALGER DR	EAST MEADOW DR	149
12	ILIMA CT	PARADISE WAY	LAGUNA AVE	806
13	AMES AVE	ROSS RD	LOUIS RD	911
13	RORKE WAY	AMES AVE	AMES AVE	1683
13	AMES CT	AMES AVE	END OF CUL-DE-SAC	191
TOTAL				36,324

Table 2: Feature Codes and Feature Capture-Positions

Feature Description	Feature Code	Feature Capture-Position
SURVEY REFERENCE POINT		
Benchmark	BM	
Back Site Point	BSPT	
ROAD FEATURES		
Back of Curb	BOC	Back of curb
Back of Rolling Curb	BORC	Back of rolling curb
Bridge, Edge	BREDGE	Edges of bridge outline
Back of Sidewalk	BSW	End pts. on straight alignment & every turning pt.
Back of Valley Gutter	BVG	At flow line
Crown of Street	CROWN	End pts. on straight alignment & every turning pt.
Ditch	DITCH	At flow line
Driveway	DWY	Edge of driveway both sides
Edge of Pavement	EOP	Both ends of the block and every turning pt.
Fence	FENCE	End pts. on straight alignment & every turning pt.
Flow Line	FL	End pts. on straight alignment & every turning pt.
Face of curb	FOC	End pts. on straight alignment & every turning pt.
Lip of Gutter	LOG	End pts. on straight alignment & every turning pt.
Loop Detector	LOOPDE	As needed
Street Monument	MONSTR	Center of lid/cover
Swale at Flow Line	SWALE	As needed
Traffic Speed Control	TRSPCN	As needed
Traffic Speed Donut	TRSPDON	As needed
Street Turn Around	TURNARO	As needed
Guard Rail	GUARDR	As needed
Parking Lot	PARKING	Edges of parking lot
Speed Bumps	SPEEDB	As needed
BUILDING		
Building	BLDG	Building corners
WATER		
Air Relief Valve	WTARV	Center of valve
Detector Check Valve	WTDCV	Center of valve
Fire Hydrant	WTFH	Center of hydrant at ground elevation
Water Main	WMAIN	End pts. on straight alignment & every turning pt.
Water Main Tapping Tee	WTTEE	Service connection point to main
Water Service	WTSVC	End pts. on straight alignment & every turning pt.
Water Valve - Main	WTVMAIN	Center of lid/cover
Water Valve - Service	WTVSVC	Center of lid/cover
Water Valve - Fire Hydrant	WTVFH	Center of lid/cover
Water Valve - Blow-Off	WTVBO	Center of lid/cover
Water Meter	WTM	Center of meter
GAS		
Existing Anode Box	ANOBX	Center of lid/cover
Gas Meter	GM	Center of meter
Gas Meter Curb	GMCURB	Center of valve
Gas Riser	GRISER	Front of riser perpendicular to main

Feature Description	Feature Code	Feature Capture-Position
Gas Main	GMAIN	End pts. on straight alignment & every turning pt.
Gas Main Tapping Tee	GTEE	Service connection point to main
Gas Service	GSVC	End pts. on straight alignment & every turning pt.
Gas Valve - Main	GVMAN	Center of lid/cover
Gas Valve - Service	GVSVC	Center of lid/cover
WASTEWATER		
Wastewater Main	WWMAIN	End pts. on straight alignment & every turning pt.
Wastewater Main Tapping Tee	WWTEE	Lateral connection point to main
Wastewater Lateral	WWLAT	End pts. on straight alignment & every turning pt.
Wastewater Clean Out	WWCO	Center of lid/cover
Wastewater Flushing Inlet	WWFI	Center of lid/cover
Wastewater Lamp Hole	WWLH	Center of lid/cover
Wastewater Manhole	WWMH	Center of lid/cover
ELECTRIC		
Electrical Vault 1,2,3,4 Lids	ELVLT	Center of vault
Electrical Manhole	EMH	Center of lid/cover
Fiber Optic Manhole	FMH	Center of lid/cover
Fiber Optic Vault	FVAULT	Center of vault
Telephone MH	TELMH	Center of lid/cover
Telephone Vault	TELVAULT	Center of vault
STORM DRAIN		
Box Culvert	BOXCLV	Center line
Catch Basin	CB	Center of grate
SD Headwall	SDHW	As needed
SD Inlet	SDIN	As needed
SD Manhole	SDMH	Center of lid/cover

Contractor shall provide the City of Palo Alto the lists of all survey code and descriptions not included in the table above.

EXHIBIT A-1
PROFESSIONAL SERVICES TASK ORDER

CONSULTANT shall perform the Services 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 this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

- CONTRACT NO.
OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)
- 1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):
1B. TASK ORDER NO.:
2. CONSULTANT NAME:
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$ _____
5. BUDGET CODE _____
COST CENTER _____
COST ELEMENT _____
WBS/CIP _____
PHASE _____
6. CITY PROJECT MANAGER’S NAME & DEPARTMENT: _____
7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
▪ SERVICES AND DELIVERABLES TO BE PROVIDED
▪ SCHEDULE OF PERFORMANCE
▪ MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)
▪ REIMBURSABLE EXPENSES, if any (with “not to exceed” amount)
8. ATTACHMENTS: A: Task Order Scope of Services B (if any): _____
-

I hereby authorize the performance of the work described 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 (“NTP”) from the CITY.

Milestones	Completion Number of Days/Weeks (as specified below) from NTP
1. Survey Control	1 Week
2. Data Collection for Defined Work Areas	30 Weeks
3. Deliverable Submittals for Defined Work Areas	34 Weeks

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.
(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

EXHIBIT C COMPENSATION

CITY agrees to compensate CONSULTANT for 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 rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE

TASK	NOT TO EXCEED AMOUNT
Task 1(Survey Work Services)	\$265,000
Sub-total for Services	\$265,000
Reimbursable Expenses (if any)	\$0
Total for Services and Reimbursable Expenses	\$265,000
Additional Services (if any, per Section 4)	\$18,250
Maximum Total Compensation	\$283,250

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

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

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

EXHIBIT C-1
SCHEDULE OF RATES

Compensation for the base scope of work will be on a lump sum basis as described in Exhibit C. Compensation for any Additional Services, if authorized, will be on an hourly basis, up to the not to exceed amount for Additional Services specified in Exhibit C. CONSULTANT’s schedule of rates for any Additional Services is as follows:

Additional Survey Work, if Authorized – Prevailing Wages Apply				
ITEM	UNIT	QTY.	DESCRIPTION	UNIT COST
Optional	Hour	50	Hourly rate for a two-man survey crew for additional survey work on an as-needed basis.	\$365/hour

EXHIBIT D INSURANCE REQUIREMENTS

CONSULTANTS 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 HEREIN.

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY	STATUTORY	STATUTORY
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000 \$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: CONSULTANT, 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 CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING EMAIL: PURCHASINGSUPPORT@CITYOFPALOALTO.ORG

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

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS 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 INSUREDS, 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 CONSULTANT 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.

**EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE
FILED WITH THE CITY OF PALO ALTO SENT TO THE FOLLOWING EMAIL:
PURCHASINGSUPPORT@CITYOFPALOALTO.ORG**

EXHIBIT E

DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

This Exhibit shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONSULTANT without proof that CONSULTANT and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONSULTANT and its listed subcontractors, if any, to comply with all applicable requirements of the California Labor Code including but not limited to Labor Code Sections 1720 through 1861, and all applicable related regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. This Exhibit E applies in addition to the provisions of Section 26 (Prevailing Wages and DIR Registration for Public Works Contracts) of the Agreement.

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

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

This Project is subject to compliance monitoring and enforcement by DIR. All contractors must be registered with DIR per Labor Code Section 1725.5 in order to submit a bid. All subcontractors must also be registered with DIR. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR. Additional information regarding public works and prevailing wage requirements is available on the DIR web site (see e.g. <http://www.dir.ca.gov>) as amended from time to time.

CITY gives notice to CONSULTANT and its listed subcontractors that CONSULTANT is required to post all job site notices prescribed by law or regulation.

CONSULTANT shall furnish certified payroll records directly to the Labor Commissioner (DIR) in accordance with Subchapter 3, Title 8 of the California Code of Regulations Section 16461 (8 CCR Section 16461).

CITY requires CONSULTANT and its listed subcontractors to comply with the requirements of Labor Code Section 1776, including but not limited to:

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, CONSULTANT 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 CONSULTANT and its listed subcontractors, respectively.

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

☐ CITY requests CONSULTANT and its listed subcontractors to submit the certified payroll records to CITY's Project Manager at the end of each week during the Project.

If the certified payroll records are not provided as required within the 10-day period, then CONSULTANT 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 CONSULTANT.

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

Eight (8) hours labor constitutes a legal day's work. CONSULTANT shall forfeit as a penalty to CITY, \$25.00 for each worker employed in the execution of the Agreement by CONSULTANT or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 through 1815 thereof, except that work performed by employees of CONSULTANT or any subcontractor in excess of eight (8) hours per day, or forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week, at not less than one and one-half (1½) times the basic rate of pay, as provided in Section 1815.

CONSULTANT shall secure the payment of workers' compensation to its employees as provided in Labor Code Sections 1860 and 3700 (Labor Code 1861). CONSULTANT shall sign and file with the CITY a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work (Labor Code 1861). CONSULTANT shall post job site notices per regulation (Labor Code 1771.4(a)(2)).

CONSULTANT shall comply with the statutory requirements regarding employment of apprentices including without limitation Labor Code Section 1777.5. The statutory provisions will be enforced for penalties for failure to pay prevailing wages and for failure to comply with wage and hour laws.

MUTCD ROLLING MOBILE TRAFFIC CONTROL

California MUTCD 2014 Edition

Page 1224

(FHWA's MUTCD 2009 Edition, including Revisions 1 & 2, as amended for use in California)

Notes for Figure 6H-35—Typical Application 35

Mobile Operation on a Multi-Lane Road

Standard:

1. Arrow boards shall, as a minimum, be Type B, with a size of 60 x 30 inches. For State highways, the arrow boards shall, as a minimum, be type II, with a size of 72 x 36 inch. Refer to Caltrans' Standard Specifications Section 12-3.03 for minimum size and type of arrow panels cited above. See Section 1A.11 for information regarding this publication.
2. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.
3. Shadow and work vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.
4. An arrow board shall be used when a freeway lane is closed. When more than one freeway lane is closed, a separate arrow board shall be used for each closed lane.

Guidance:

5. Vehicles used for these operations should be made highly visible with appropriate equipment, such as flags, signs, or arrow boards.
6. Shadow Vehicle 1 should be equipped with an arrow board and truck-mounted attenuator.
7. Shadow Vehicle 2 should be equipped with an arrow board. An appropriate lane closure sign should be placed on Shadow Vehicle 2 so as not to obscure the arrow board.
8. Shadow Vehicle 2 should travel at a varying distance from the work operation so as to provide adequate sight distance for vehicular traffic approaching from the rear.
9. The spacing between the work vehicles and the shadow vehicles, and between each shadow vehicle should be minimized to deter road users from driving in between.
10. Work should normally be accomplished during off-peak hours.
11. When the work vehicle occupies an interior lane (a lane other than the far right or far left) of a directional roadway having a right-hand shoulder 10 feet or more in width, Shadow Vehicle 2 should drive the right-hand shoulder with a sign indicating that work is taking place in the interior lane.

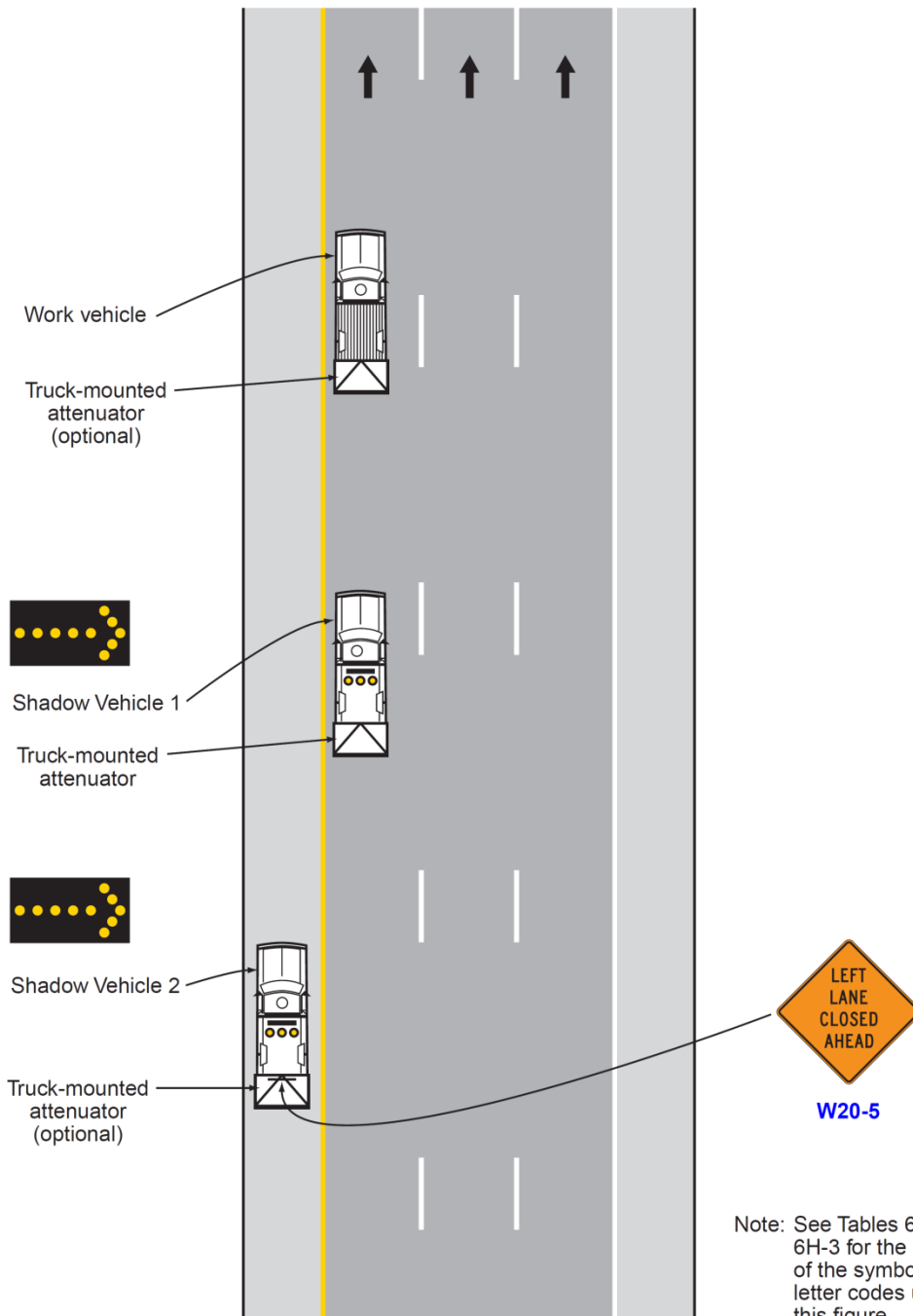
Option:

12. A truck-mounted attenuator may be used on Shadow Vehicle 2.
13. On high-speed roadways, a third shadow vehicle (not shown) may be used with Shadow Vehicle 1 in the closed lane, Shadow Vehicle 2 straddling the edge line, and Shadow Vehicle 3 on the shoulder.
14. Where adequate shoulder width is not available, Shadow Vehicle 3 may also straddle the edge line.

Support:

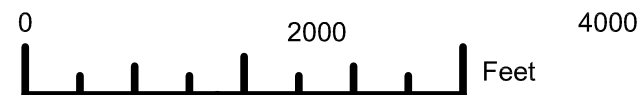
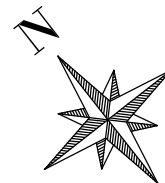
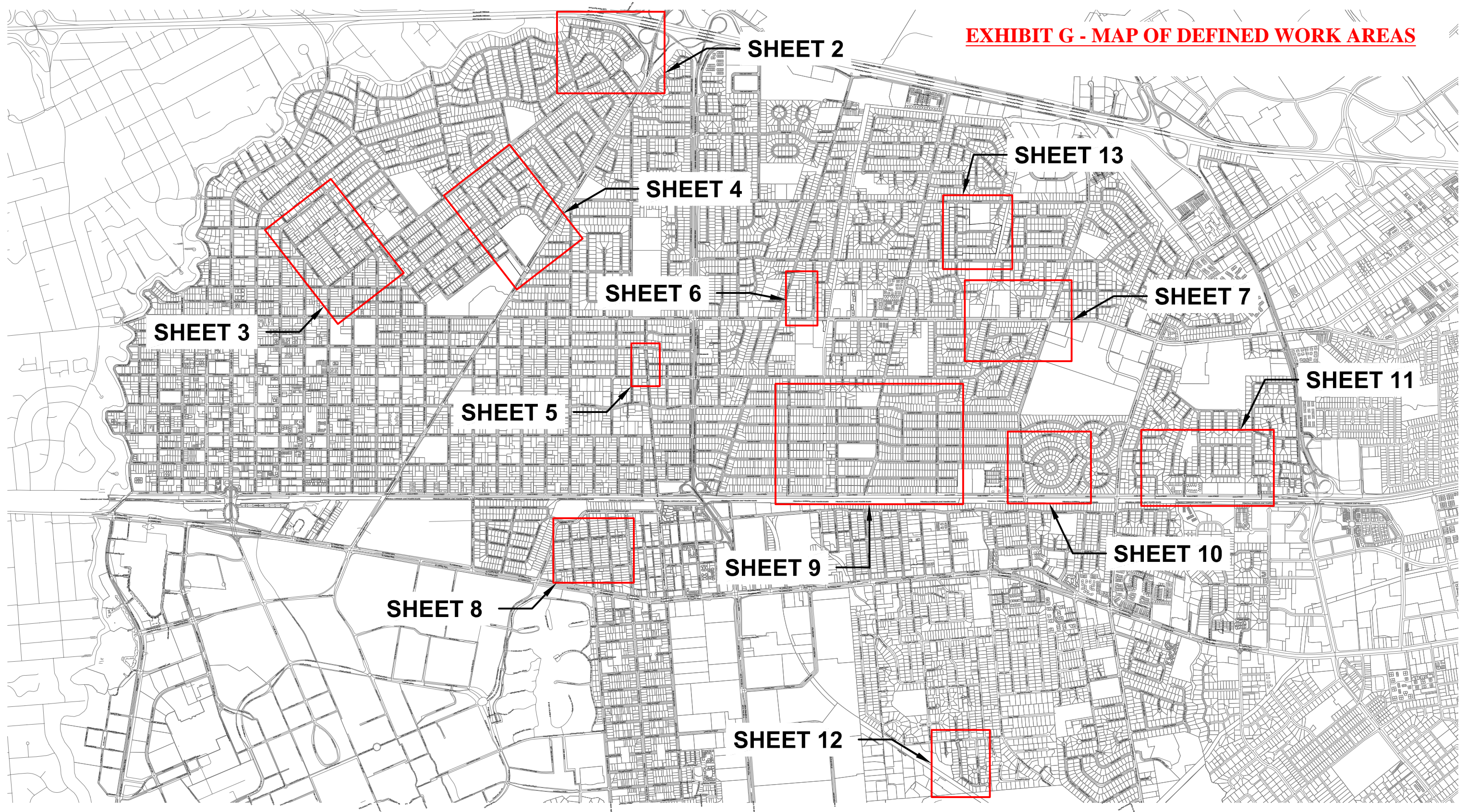
15. For State highways, see Caltrans' Standard Plan T15 and T16. See Section 1A.11 for information regarding this publication.

Figure 6H-35. Mobile Operation on a Multi-Lane Road (TA-35)



Typical Application 35

EXHIBIT G - MAP OF DEFINED WORK AREAS



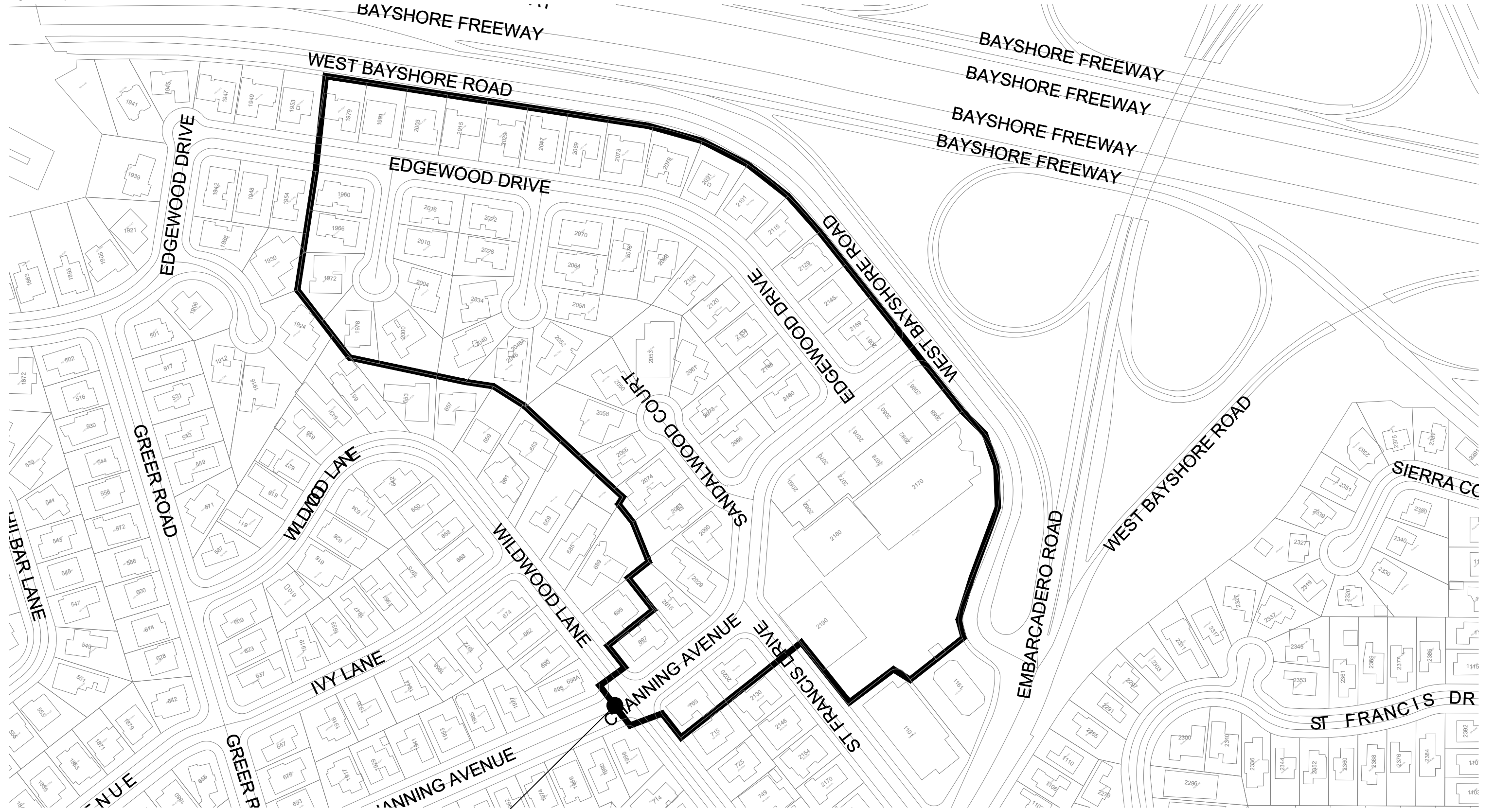
**SCOPE OF WORK FOR
SURVEY CONTRACT FY 2024**

SHEET 1 OF 13

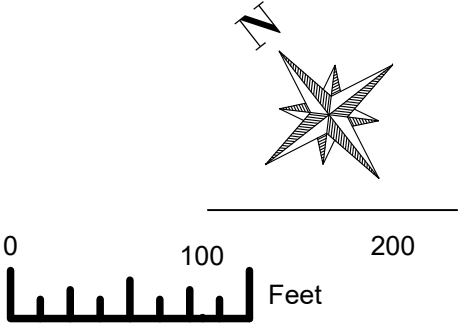


**CITY OF
PALO
ALTO
UTILITIES**

DATE: 12/2023

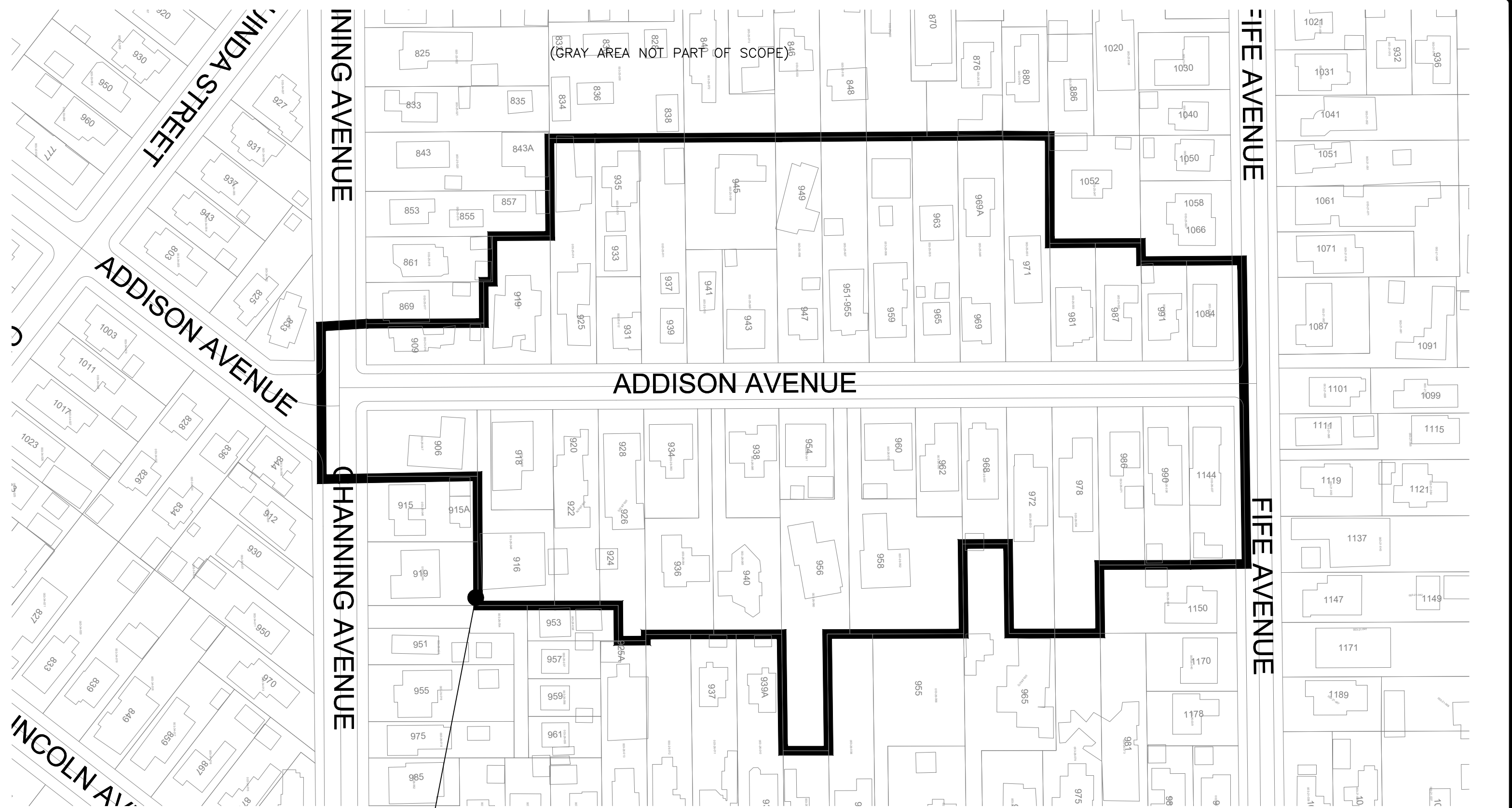


DELIVERABLES SHALL INCLUDE
SURVEY DATA FOR ALL GAS METER
RISERS AND OTHER UTILITIES
ABUTTING THE PROJECT STREETS

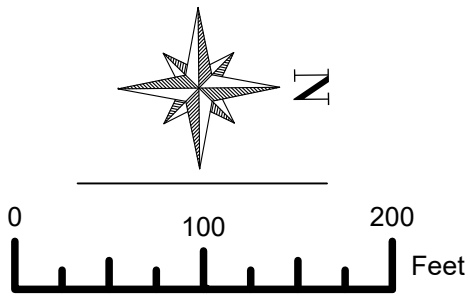


SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 2 OF 13	
DATE: 12/2023	



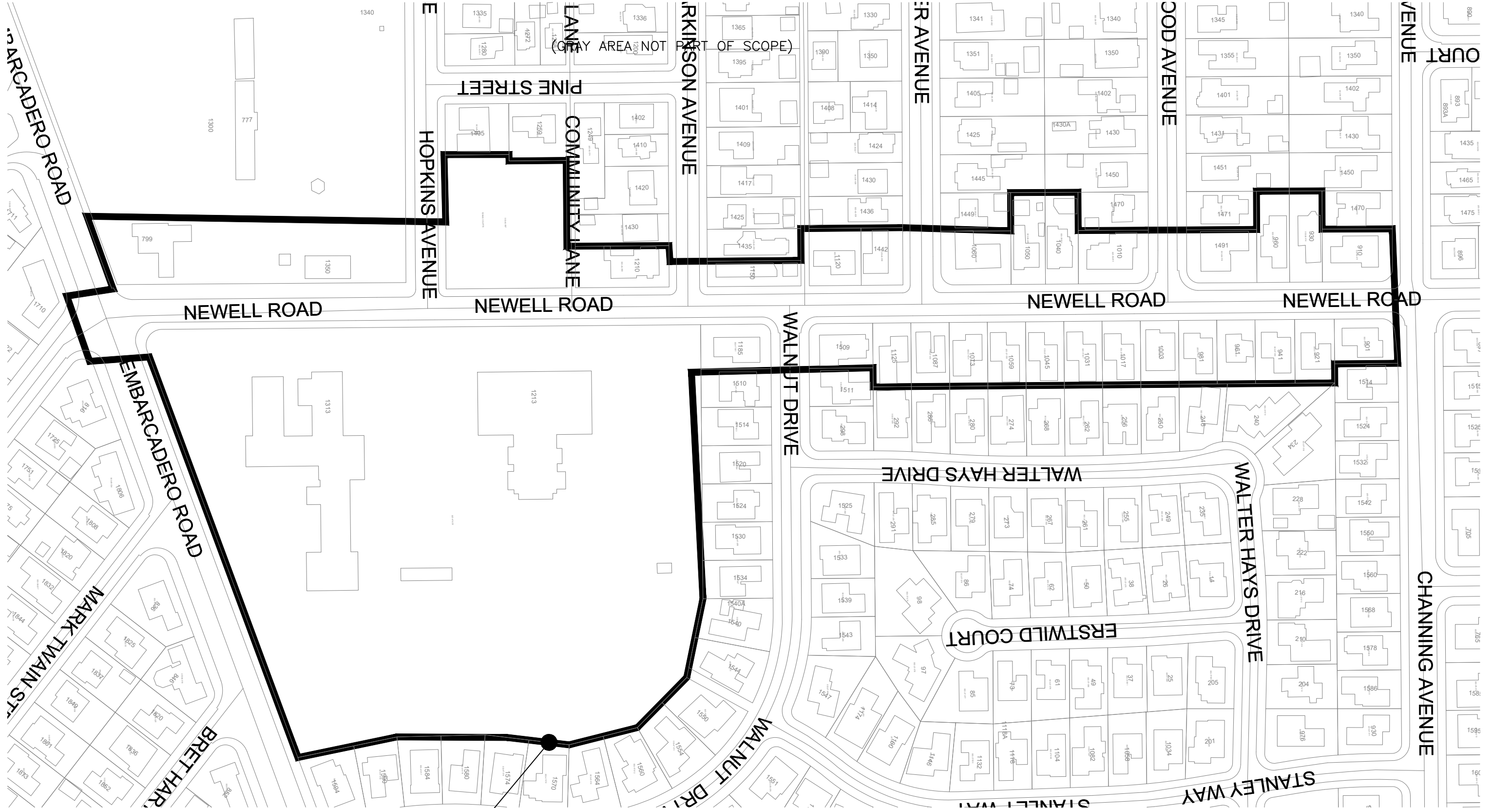


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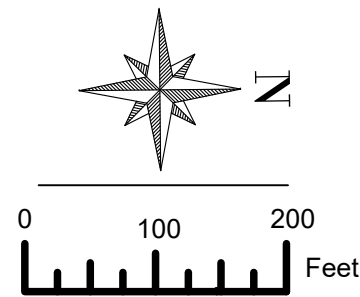


**SCOPE OF WORK FOR
SURVEY CONTRACT FY 2024**


SHEET 3 OF 13



DELIVERABLES SHALL INCLUDE
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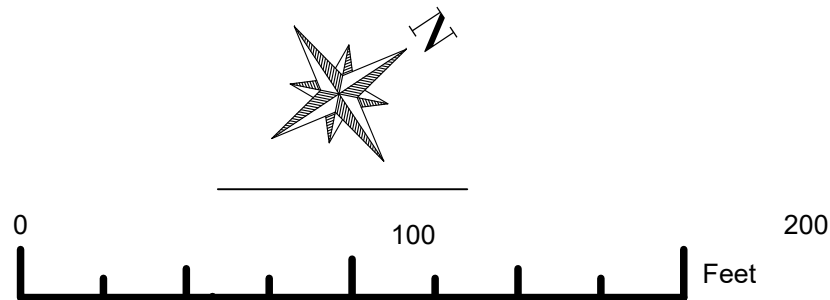


SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 4 OF 13	

 CITY OF PALO ALTO UTILITIES
DATE: 12/2023



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SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 5 OF 13	
DATE: 12/2023	



MIDDLEFIELD ROAD

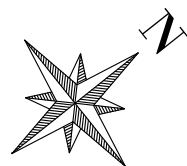
SAN CARLOS COURT

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SUTTER AVENUE

DELIVERABLES SHALL INCLUDE
SURVEY DATA FOR ALL GAS METER
RISERS AND OTHER UTILITIES
ABUTTING THE PROJECT STREETS

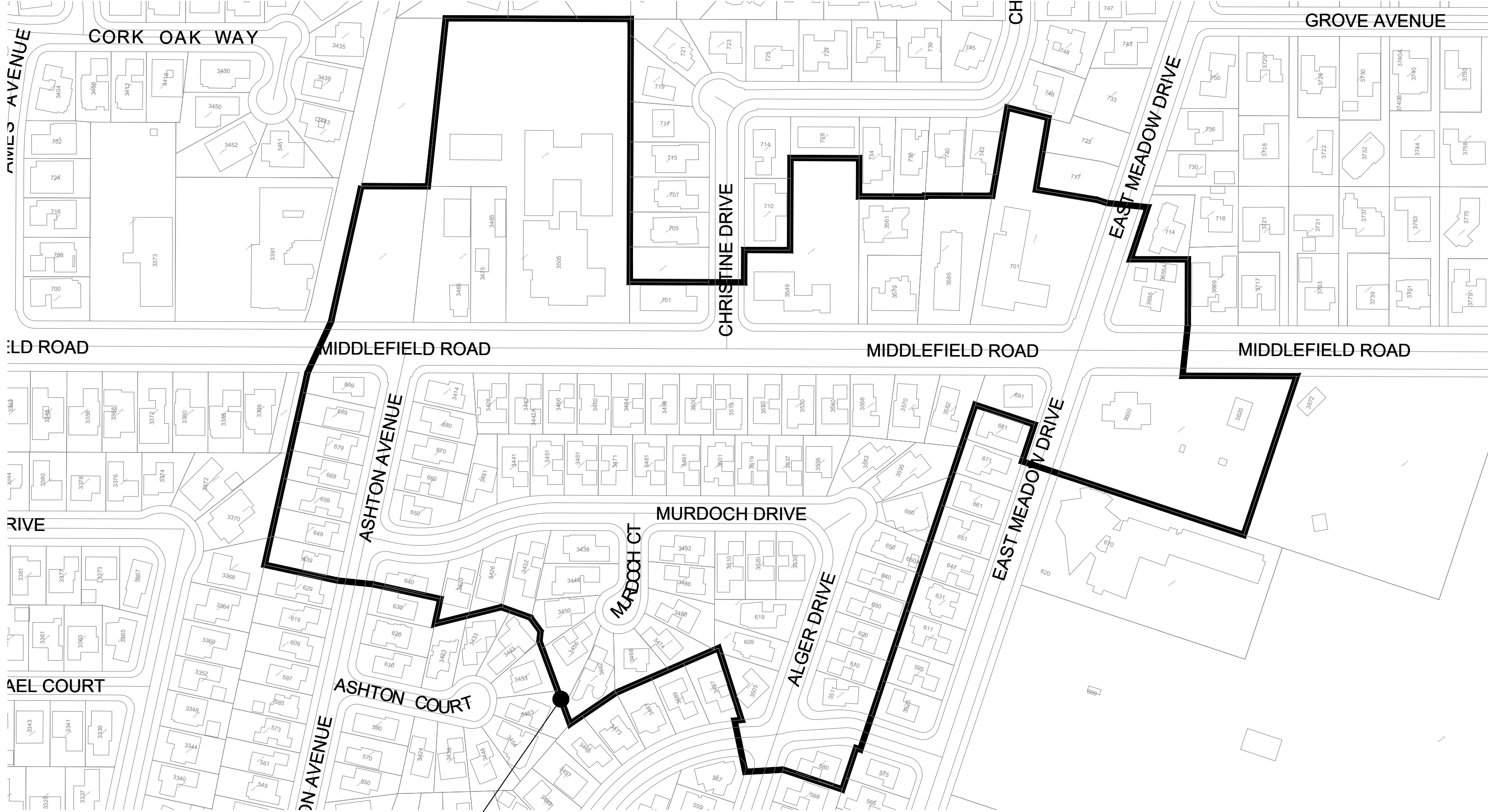


SCOPE OF WORK FOR
SURVEY CONTRACT FY 2024

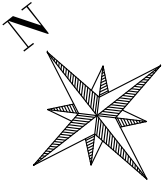
SHEET 6 OF 13



DATE: 12/2023

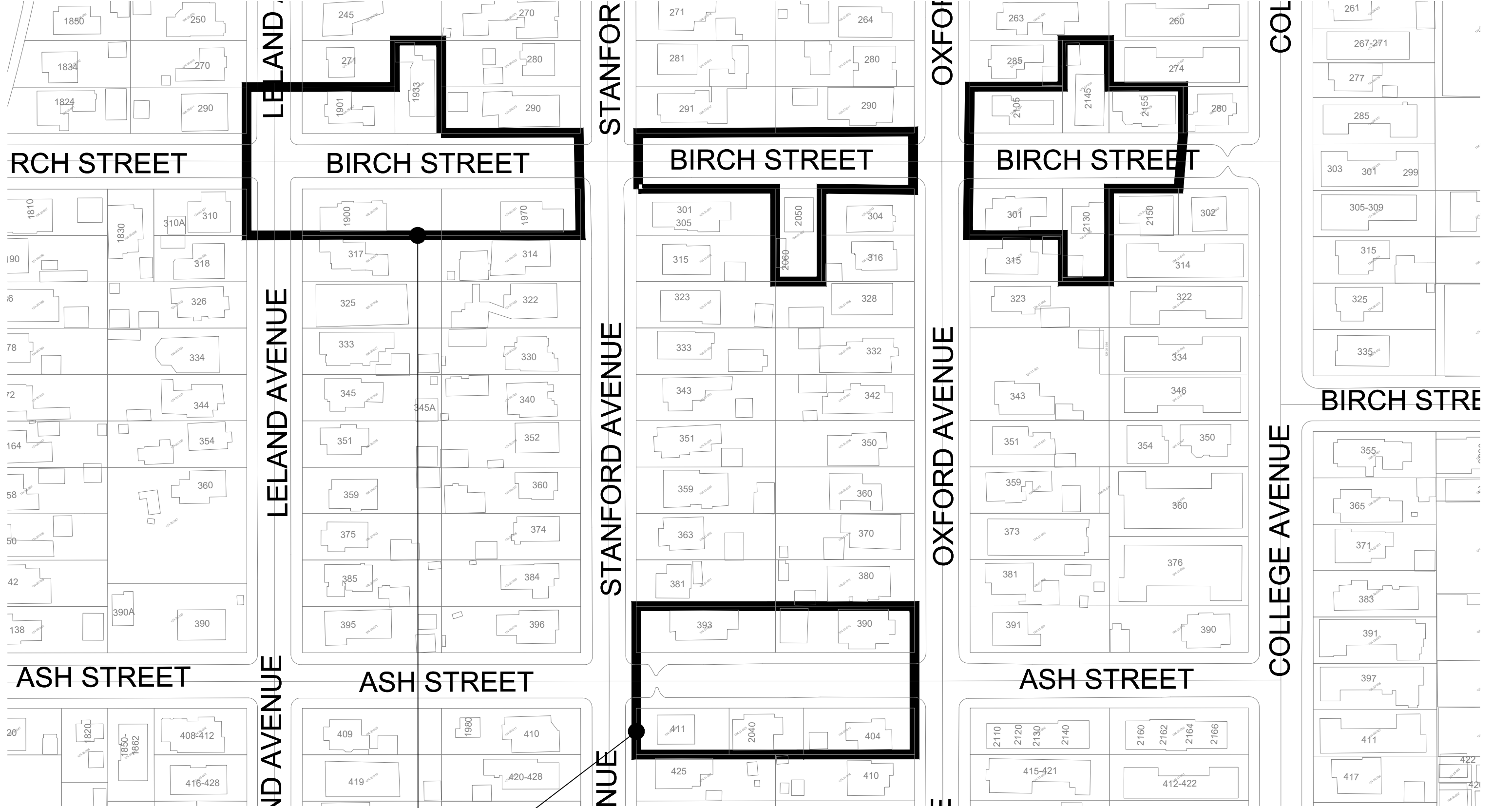


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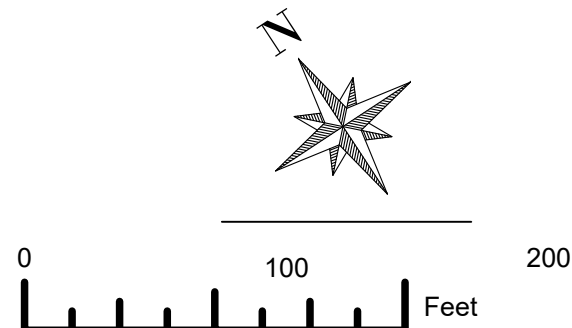


SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 7 OF 13	
DATE: 12/2023	




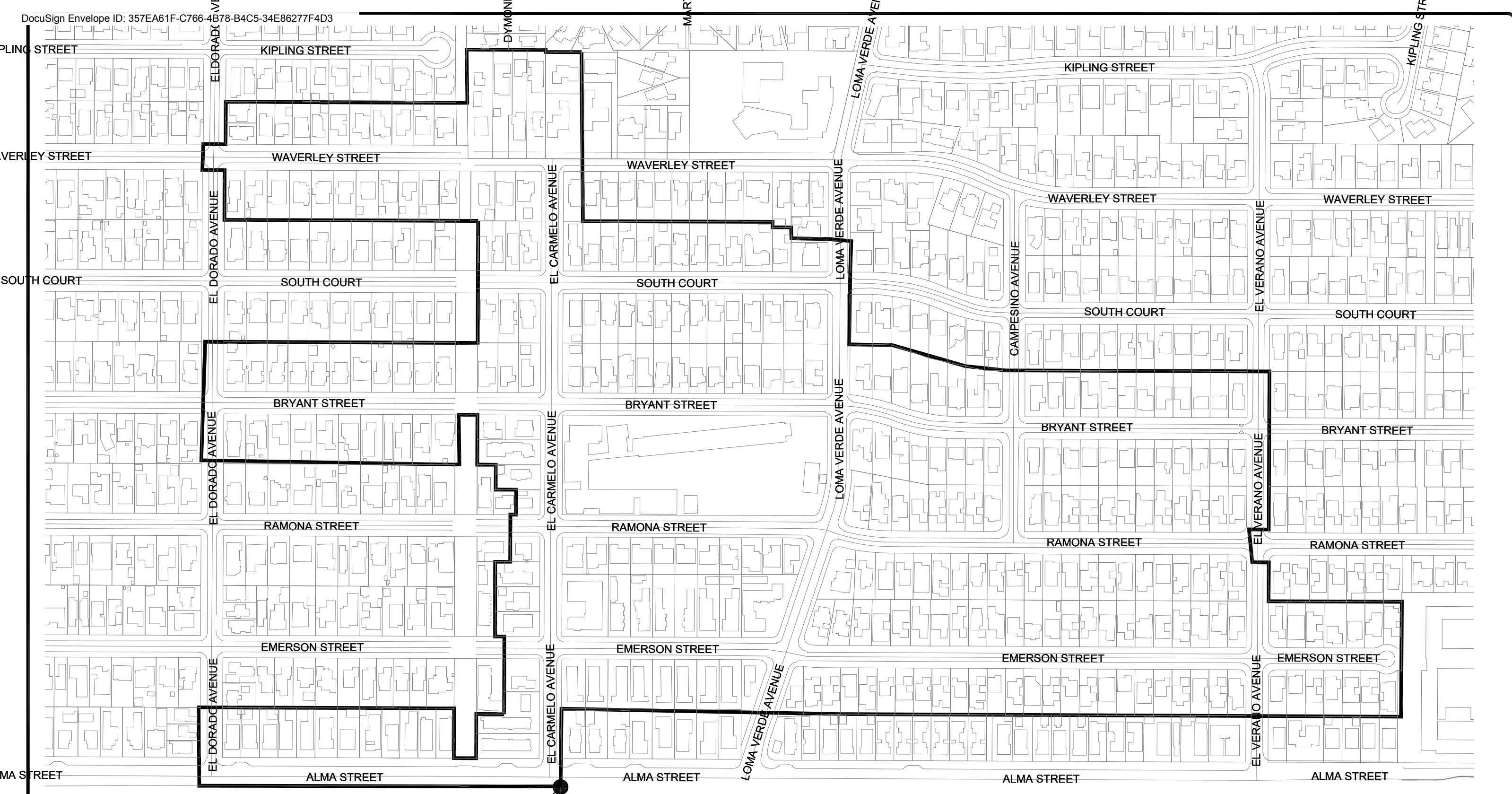


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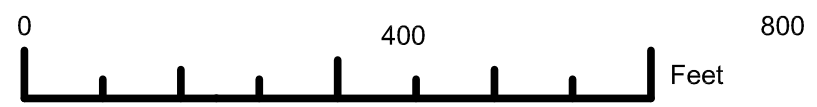
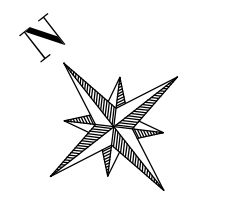


SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 8 OF 13	
DATE: 12/2023	

 CITY OF PALO ALTO UTILITIES
DATE: 12/2023

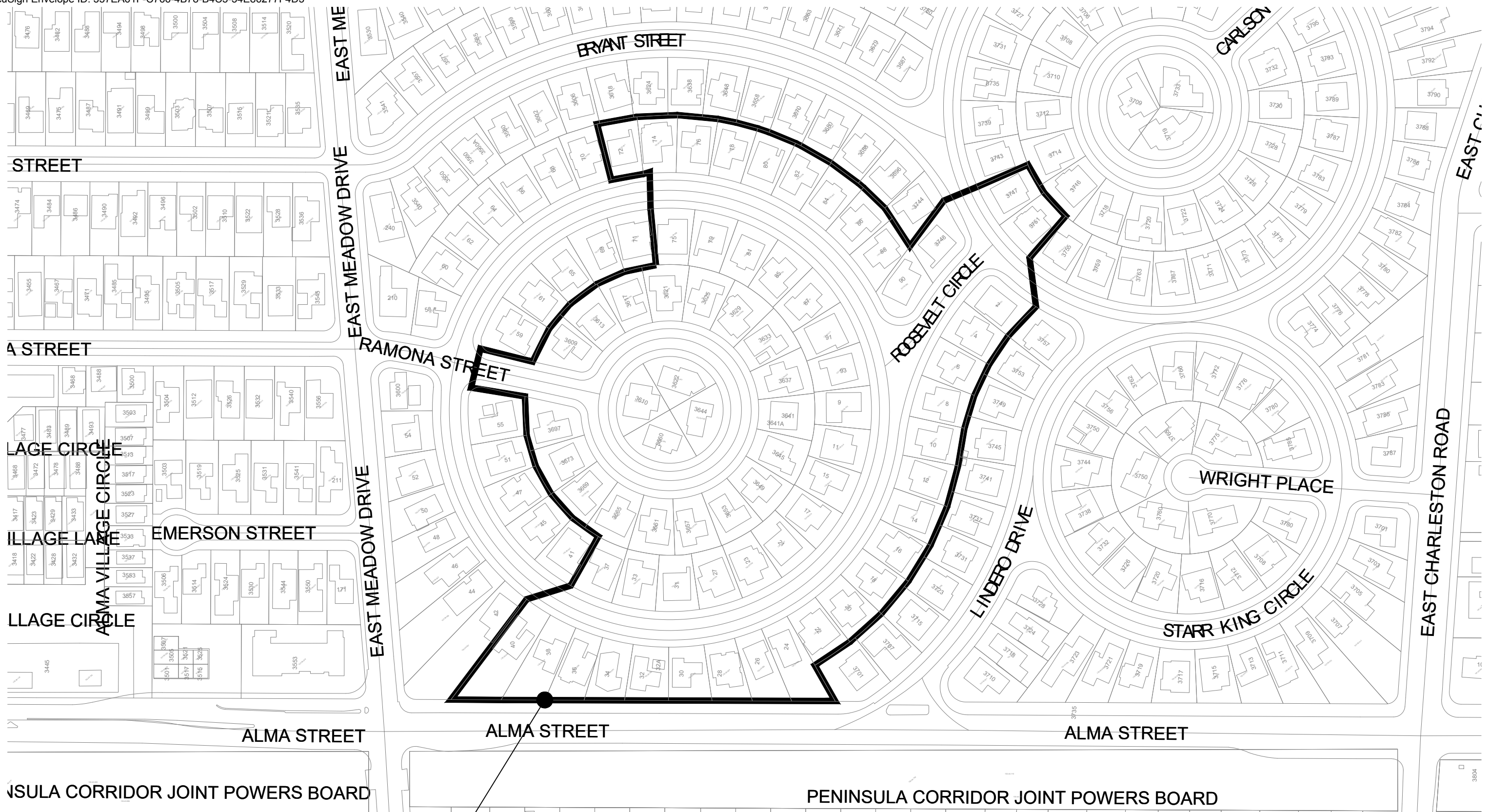


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SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 9 OF 13	
DATE: 12/2023	





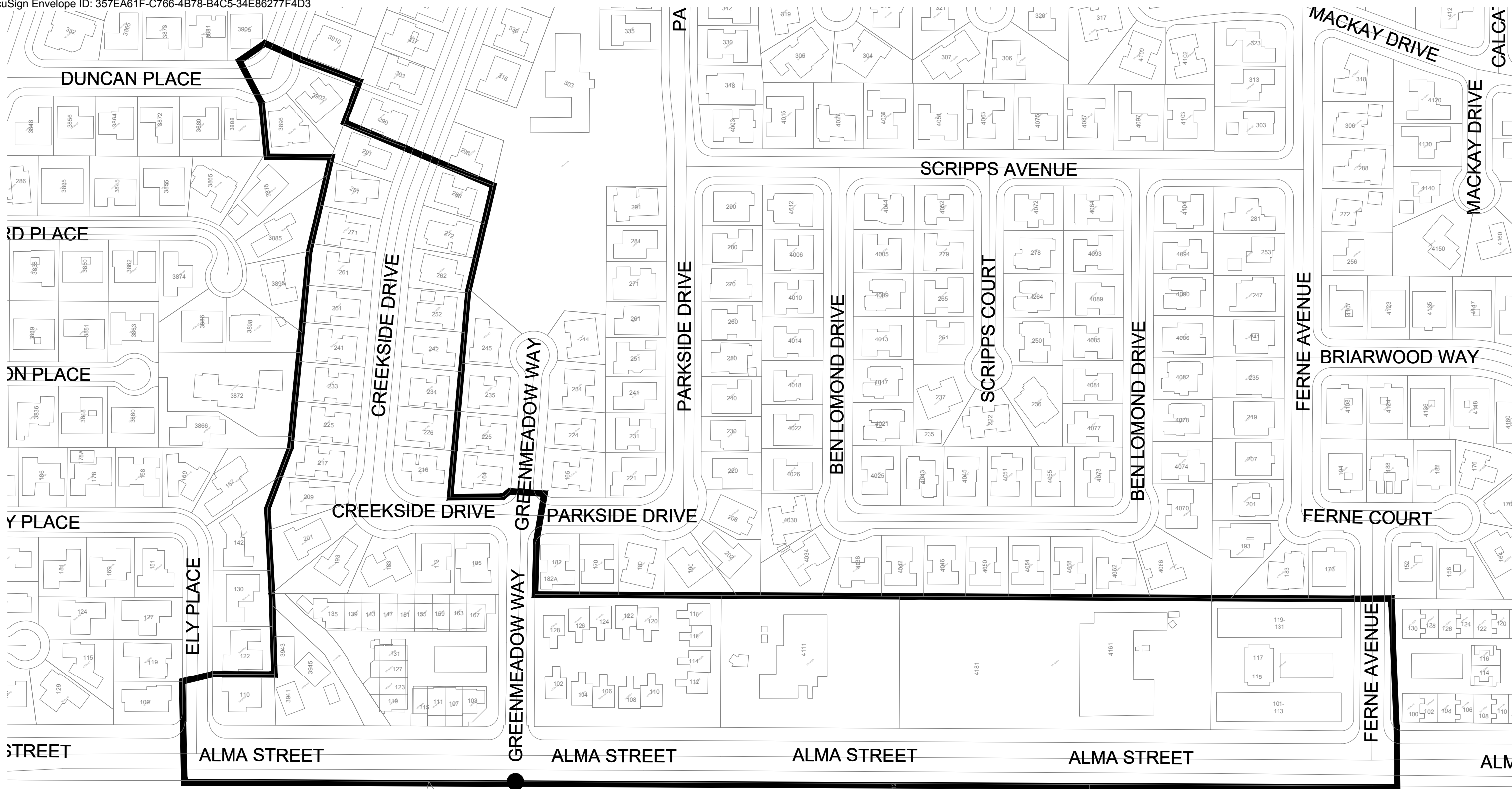
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SCOPE OF WORK FOR
SURVEY CONTRACT FY 2024

SHEET 10 OF 13

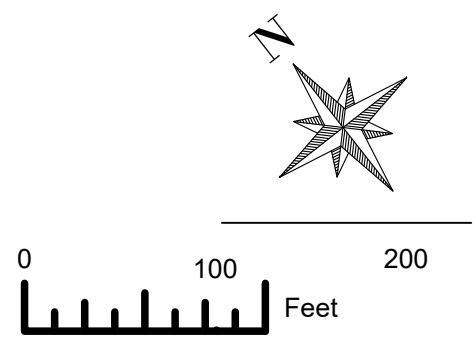


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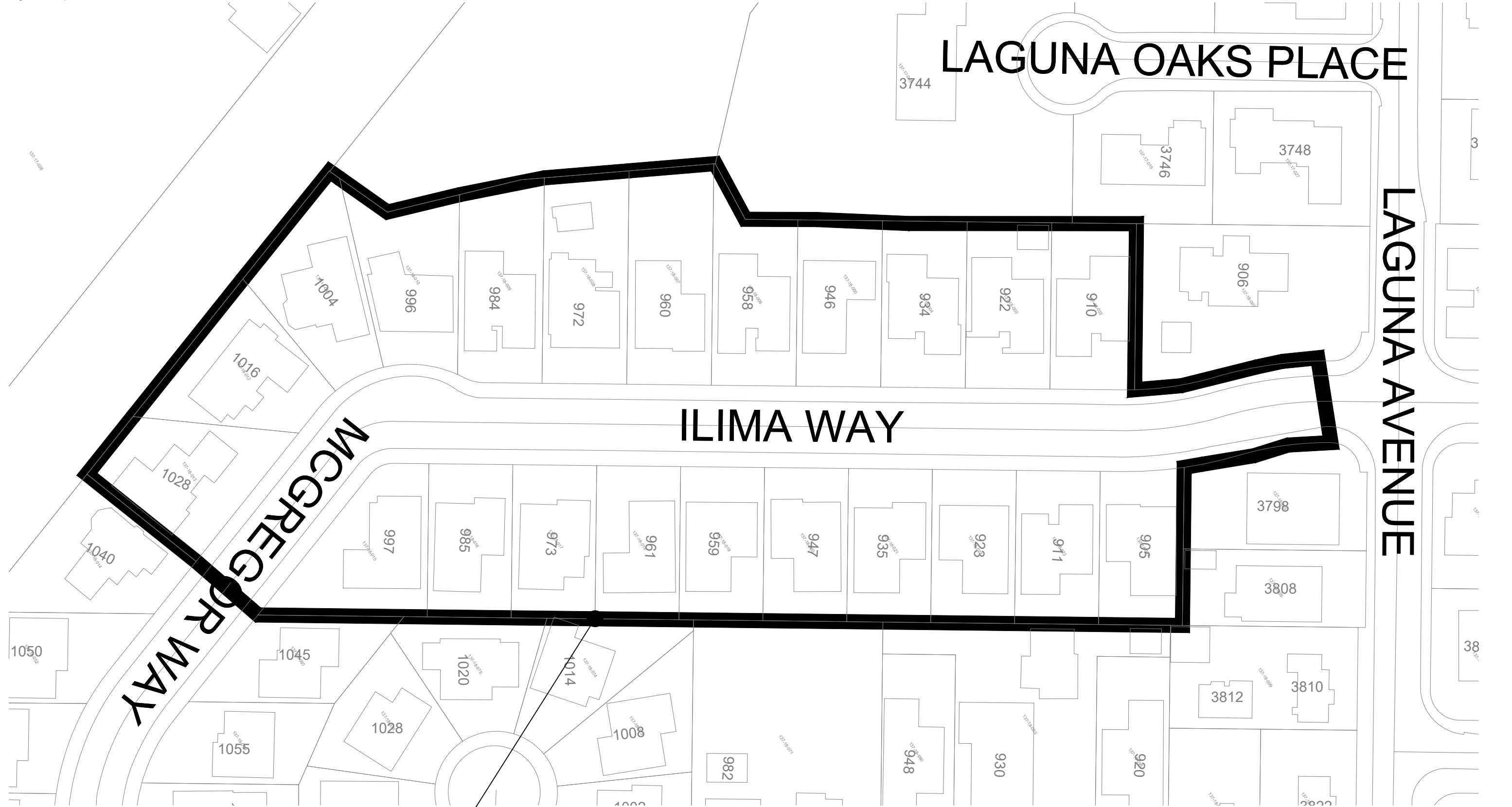
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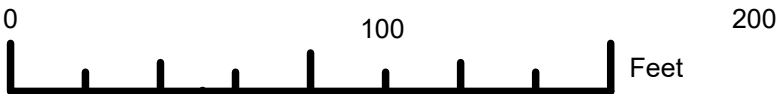
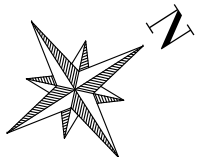


SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 11 OF 13	
DATE: 12/2023	


 CITY OF PALO ALTO UTILITIES
DATE: 12/2023

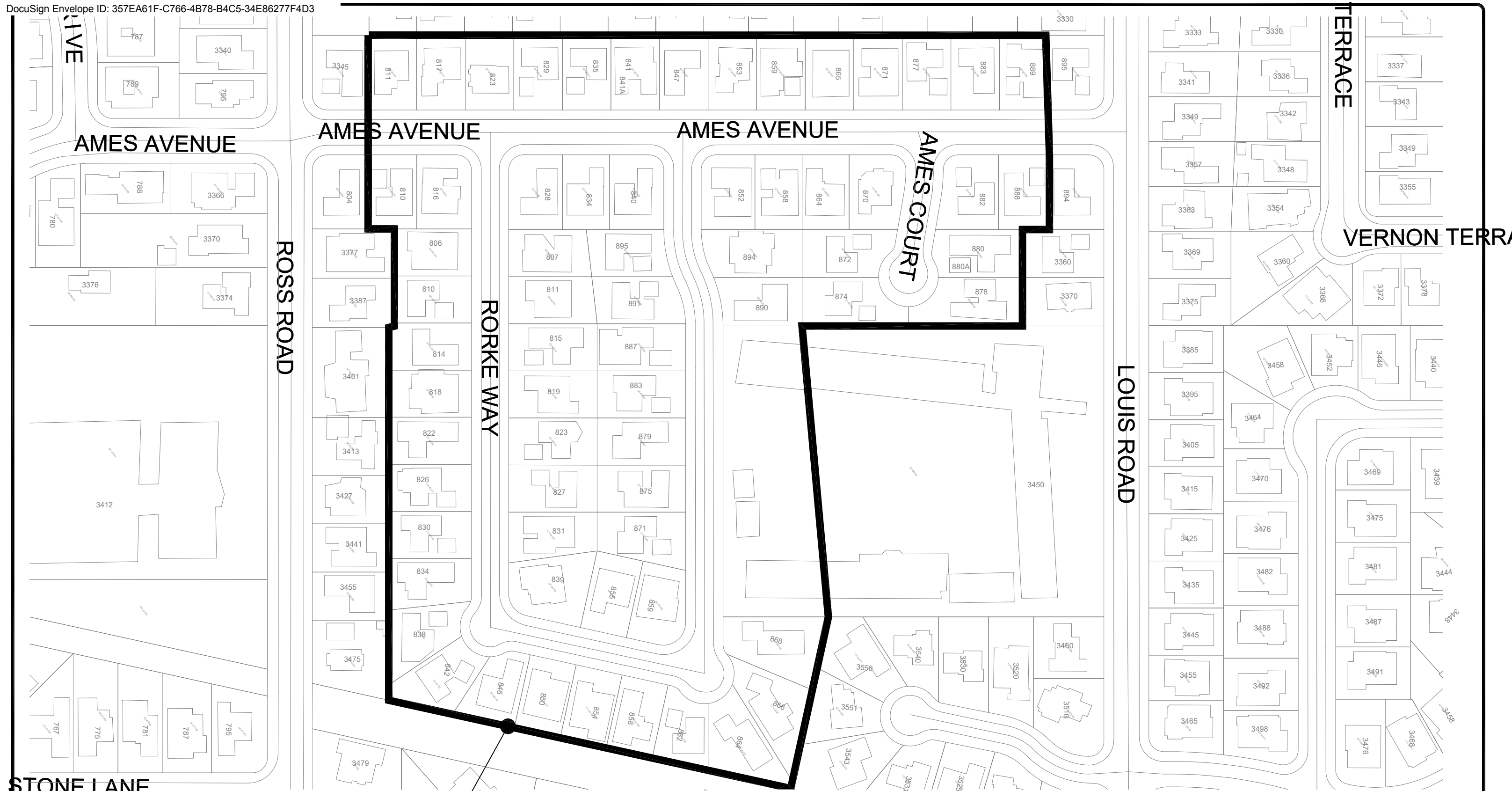


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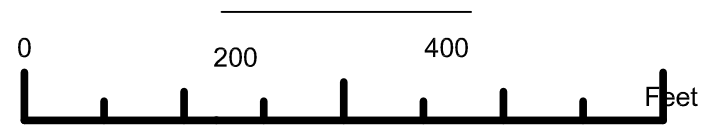
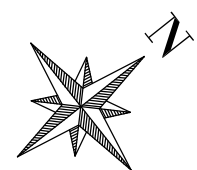


SCOPE OF WORK FOR SURVEY CONTRACT FY 2024	
SHEET 12 OF 13	

 CITY OF PALO ALTO UTILITIES
DATE: 12/2023



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SCOPE OF WORK FOR SURVEY CONTRACT FY 2024		 CITY OF PALO ALTO UTILITIES
SHEET 13 OF 13		
		DATE: 12/2023

EXHIBIT H

REQUIREMENTS FOR TRAFFIC CONTROL PLAN SUBMISSION

A draft traffic control plan, consistent with the following applicable conditions, must be included in every permit application submitted to the City of Palo Alto Public Works Department for projects that involve work within the City right-of-way. The traffic control plan must be approved prior to the start of work within the City right-of-way. The Public Works Department and the Planning and Community Environment Department - Transportation Division may require additional measures of traffic control or time-of-work restrictions on a case-by-case basis. Below are some guidelines for producing this required plan:

General Traffic Control Plan Submission Requirements:

The Applicant shall submit traffic control plans to the Public Works Department for approval at the time of the submission of the permit application. The Public Works Department may require approval from other departments depending on the location, duration, and type of work to be conducted. Additional requirements include, but may not be limited to the following:

1. Submitted traffic control plans shall include a schedule of construction showing each phase of the Project and the anticipated method of handling traffic for each phase. The plan shall include a to-scale drawing of the street, lane configuration (including all bicycle lanes), on-street parking, and sidewalks relative to the Project area extended the furthest temporary traffic control device. The location of signs, barricades, cones, etc., to warn, direct, and guide the traffic shall be shown on the plan. The work shall not restrict visibility of any existing traffic control devices, including traffic signals, signs, etc. Otherwise, temporary installation of supplemental traffic control devices will be required.
2. The Applicant shall refer to the California Manual on Uniform Traffic Control Devices (CA-MUTCD) and/or the Work Area Traffic Control Handbook (WATCH) for traffic control planning. The plan shall meet the requirements for the speed limit of the street(s) affected, or post temporary, reduced construction zone speed limits.
3. An electronic arrow board warning device may be required for shifting of traffic to the wrong side of the road, merging of lanes on arterial roadways, and as otherwise required in the approved traffic control plan.
4. All signs at the Project site shall conform to the most recent Caltrans standards and be of the international symbol design whenever available.
5. The Applicant will be required to pay for any public off-street time-limited parking spaces, within the University Avenue and California Avenue business districts or Stanford University areas that will be rendered unusable to the public as a result of the Project. These permits are available from the Public Works Department. This includes spaces to maintain traffic lanes, for parking of construction vehicles during the work hours, or for issuing parking permits to the parked vehicles displaced from their private parking spaces, etc. The proposed use of parking spaces must be included in the draft traffic control plan.
6. The Applicant shall maintain one lane of traffic in each direction at all times on all streets. The clear width of the lane shall be a minimum of 10 feet per lane, or 12 feet, if only one lane is provided. Any required flagging operations shall conform to Caltrans standards for dress, equipment and execution of this operation.

7. If the Project site does not conform to the approved traffic control plan at all times, the Police Department may take over the traffic control at the expense of the Applicant. The Public Works Department and the Planning and Community Environment Department - Transportation Division have the authority to issue a stop-work order if the Project site violates minimum traffic safety standards.

Temporary Detours (Vehicle, Bicycle, and Pedestrian)

In general, the Applicant shall maintain all motor vehicle, pedestrian, and bicycle movements. Total closures of arterials, collector streets, business district streets, driveways, or alleys will normally not be permitted. Closures of designated bicycle boulevards and school routes, as shown on adopted Walk and Roll Maps, will only be permitted on a case-by-case basis. Closure of local streets may be permitted; however, the Applicant shall always maintain access to abutting parcels and access for emergency vehicles.

8. A minimum four-foot-wide (4-foot-wide) clear sidewalk shall be maintained at all times, unless the Project makes closure unavoidable, in which case the sidewalk may be closed only while working, subject to permit approval. An alternate pedestrian route may be required for the duration of the closure. These alternate pedestrian routes shall conform to the requirements of the California Building Code (CBC) and the U.S. Access Board Guidelines for Public Rights-of-way. At intersections, work will be permitted on only one corner at a time in order to maintain safe pedestrian movements through the intersection. Each crosswalk and sidewalk, when interrupted by excavation, shall be provided with a safe pedestrian crossing platform with handrails. Any damaged pavement markings shall be temporarily restored prior to returning the area to the public use. Permanent restoration must be accomplished within seven (7) days of project completion.
9. Any Project that requires detouring bicycle traffic from bicycle boulevards and school routes, as shown on adopted Walk and Roll Maps, shall provide a continuously-signed bicycle detour route that does not require bicyclists to travel along a sidewalk, arterial, expressway, or highway (i.e. El Camino Real). Temporary two-way bicycle paths must be a minimum of eight (8) feet wide and approved by the Planning and Community Environment Department – Transportation Division. Temporary one-way bicycle paths must be a minimum of six (6) feet wide and approved by the Planning and Community Environment Department – Transportation Division.
10. If Project will impact transit stops or transit routes, the traffic control plan should indicate what actions will be taken to mitigate impacts on transit services such as providing alternative/temporary transit stop locations, temporary wayfinding signage, and alternative route locations suitable for oversized buses.

General Time Restrictions for Construction Activities

General work hours allowed are Monday through Friday, 8:00 AM to 6:00 PM, and Saturday 9:00 AM to 6:00 PM. Area specific time restrictions for temporary traffic control are considered on a case by case basis; however the following restrictions are typically followed:

11. Work on arterial and collector streets will not be permitted between the hours of 7:00 and 9:00 AM and 4:00 and 6:00 PM. The streets include: Alma St, Arastradero Rd, Arboretum Dr, California Ave, Channing Ave, Colorado Ave, E Bayshore Rd, E Charleston Rd, E Meadow Cir, E

Meadow Dr, Embarcadero Rd, Fabian Wy, Louis Rd, Middlefield Rd, Palo Alto Ave (west of Alma St), San Antonio Rd, Sand Hill Rd, University Ave, Hansen Wy, Hillview Dr, Park Blvd, Stanford Ave, Quarry Rd, W Charleston Rd, Bayshore Rd W Meadow Dr, and Welch Rd. Any exceptions to these must be approved by both the Public Works Department and Planning and Community Environment Department – Transportation Division.

12. Projects affecting motor vehicle, pedestrian or bicycle traffic in business districts is generally only permitted between the hours of 9:00 AM and 4:00 PM. Business Districts are generally considered to be the following areas:
 - **University Ave District (Downtown):** bounded by Alma St, Webster Ave, Lytton Ave, Forest Ave
 - **California Ave District:** bounded by El Camino Real, Caltrain corridor, Sherman Ave and Cambridge Ave
13. No work will be permitted within 1500 feet of school grounds or along school routes, as shown on adopted Walk and Roll Maps, until after 8:45 AM on school days (see current *PAUSD School Year Calendar*). Other special restrictions may be required at heavily used school crossings or on school routes beyond the 1500-foot distance, as deemed necessary for student safety.

Public Notification

The Applicant shall notify the abutting property owners and tenants at least 72 hours before commencing work on the project. If the driveway to any garage or parking area will need to be closed for permitted construction work, the affected property owner or tenant shall be served notice in writing regarding this necessary closure. Arrangements shall be made with this owner or tenant to provide mitigation measures that are acceptable to them. Evidence of these negotiated mitigation measures must be submitted with the draft traffic control plan. Additional notification may be required by the Public Works Department, depending on the location and scale of the project.

14. The Permittee is responsible for posting "No Parking-Tow Away" signs if temporarily restricted parking is necessary. A minimum of 72 hours advance notification is required for this posting. A sign must be placed at each affected parking space. A minimum of one inch printed letters shall be used on the sign and provide the following information: (1) complete date(s) and hours of parking closure, and (2) telephone number of Police Department for inquiry of towed vehicles. The Police Department must be notified at the time of posting.
15. If the Project will impact school routes, as shown on adopted Walk and Roll Maps, the Applicant will be required to contact school administrators and PTA officers to address student access prior to submittal and approval of the draft traffic control plan.
16. If the project will impact transit stops or transit routes, the Applicant will be required to contact AC Transit, Santa Clara Valley Transportation Authority, SamTrans, Stanford University Parking and Transportation Services, the Planning and Community Environment Department – Transportation Division, and/or any other affected transit operators to address relocation of facilities or rerouting of buses prior to submittal and approval of the draft traffic control plan. The draft traffic control plan shall indicate what actions will be taken to mitigate impacts on transit services.

17. The Applicant may be required, at Applicant's cost, to hire Palo Alto police officers or a

Certified Traffic Control Contractor to direct traffic when working at signalized intersections. A minimum of two police officers per intersection may be required. This requirement will primarily be enforced when:

- a) equipment is intermittently blocking or crossing a travel lane,
- b) only one travel lane is available for two-way traffic,
- c) multiple movements are temporarily required to share the same travel lane,
- d) working at multi-lane signalized intersections, and
- e) traffic signals are inoperable, unsafe conditions, or capacity is significantly reduced due to the project.

18. The above requirements are minimum, and do not limit the Applicant's responsibility and liability for doing all that is practical and necessary to ensure the safety of workers, pedestrians, bicyclists, and motorists. The Applicant shall conform to the required traffic control conditions which are generally applicable to most common situations. Based on the nature of a job, additional conditions or exceptions to the above conditions may be necessary.

This publication is intended to be an informal means of informing the public about a City process. Although it is assumed that the information provided is accurate, the sheet is not intended to create any sort of legal obligation on the City's part. The actual process is governed by City code, regulations and procedures, and the reader should make specific inquiry to the City for specific cases.

Palo Alto Unified School District

SCHOOL YEAR CALENDAR FOR 2023-24

July							Important Dates		JANUARY 2024M&H 16/E 17												
S	M	T	W	T	F	S	Aug 9	First Day for 6 -12 Students K-5 Teacher Work Day No school for K-5 students	S	M	T	W	T	F	S						
						1				H	NS	NS	NS	NS	6						
2	3	4	5	6	7	8	Aug 10	First Day for K-5 Students	7	86-12 WD	9	10	11	12	13						
9	10	11	12	13	14	15		K-5 Students Return to School	14	H	16	17	18	19	20						
16	17	18	19	20	21	22	Jan 8	6-12 Teacher Work Day No school for 6-12 students	21	22	23	24	25	26	27						
23/30	24/31	25	26	27	28	29	Jan 9	6-12 Students Return to School	28	29	30	31									
AUGUST 2023M&H16/E 15							May 30	Last Day of School	FEBRUARY 202419 days												
S	M	T	W	T	F	S	No School Days								S	M	T	W	T	F	S
		1	2	3	4	5	Aug 21	Staff Development Day					1	2	3						
6	DD	WD	9KS WD	10	11	12	Sept 4	Labor Day	4	5	6	7	8	9	10						
13	14	15	16	17	18	19	Sept 25	No School	11	12	13	14	15	NS	17						
20	SD	22	23	24	25	26	Oct 9	Staff Development Day	18	H	20	21	22	23	24						
27	28	29	30	31			Nov 10	Veterans Day observed	25	26	27	28	29								
SEPTEMBER 202319 days							Nov 20-24	Thanksgiving Break	MARCH 202419 days												
S	M	T	W	T	F	S	Nov 25 - Jan 7&8	Winter Break	S	M	T	W	T	F	S						
					1	2	Jan 15	Martin Luther King Jr. Day						1	2						
3	H	5	6	7	8	9	Feb 16	No School	3	4	5	6	7	SD	9						
10	11	12	13	14	15	16	Feb 19	Washington's Birthday observed	10	NS	12	13	14	15	16						
17	18	19	20	21	22	23	Mar 8	Staff Development Day	17	18	19	20	21	22	23						
24	NS	26	27	28	29	30	Mar 11	No School	24/31	25	26	27	28	29	30						
OCTOBER 202321 days							Apr 1-5	Spring Break	APRIL 202417 days												
S	M	T	W	T	F	S	May 27	Memorial Day	S	M	T	W	T	F	S						
1	2	3	4	5	6	7	Quarters/Semesters									NS	NS	NS	NS	NS	6
8	SD	10	11	12	13	14	Oct 13	End of 1 st Quarter	7	8	9	10	11	12	13						
15	16	17	18	19	20	21	Nov 3	End of 1 st Trimester	14	15	16	17	18	19	20						
22	23	24	25	26	27	28	Dec 22	End of 1 st Semester 88 days - secondary End of 2 nd Quarter	21	22	23	24	25	26	27						
29	30	31					Feb 23	End of 2 nd Trimester	28	29	30										
NOVEMBER 202316 days							Mar 15	End of 3 rd Quarter	MAY 202421 days												
S	M	T	W	T	F	S	May 30	End of 2 nd Semester 92 days - secondary End of 3 rd Trimester End of 4 th Quarter	S	M	T	W	T	F	S						
			1	2	3	4	Legend											1	2	3	4
5	6	7	8	9	H	11	H	Federal/State Holiday	5	6	7	8	9	10	11						
12	13	14	15	16	17	18	NS	No School	12	13	14	15	16	17	18						
19	NS	NS	NS	H	NS	25	DD	District Day	19	20	21	22	23	24	25						
26	27	28	29	30			WD	Teacher Work Day	26	H	28	29	30	WD							
DECEMBER 202316 days							SD	Staff Professional Development Day	JUNE 2024												
S	M	T	W	T	F	S		All Schools Minimum Day	S	M	T	W	T	F	S						
					1	2		Last day of School & Minimum Day							1						
3	4	5	6	7	8	9			2	3	4	5	6	7	8						
10	11	12	13	14	15	16			9	10	11	12	13	14	15						
17	18	19	20	21	22	23			16	17	18	19	20	21	22						
24/31	H	NS	NS	NS	NS	30			23/30	24	25	26	27	28	29						

Adopted

Palo Alto Unified School District

SCHOOL YEAR CALENDAR FOR 2024-25

JULY 2024							Important Dates		JANUARY 2025 M&H 18/E 19							
S	M	T	W	T	F	S			S	M	T	W	T	F	S	
	1	2	3	LH	5	6	Aug 14	First Day for 6 -12 Students K-5 Teacher Work Day No school for K-5 students				H	LH	LH	4	
7	8	9	10	11	12	13	Aug 15	First Day for K-5 Students	5	6	6-12 WD	7	8	9	10	11
14	15	16	17	18	19	20	Jan 6	K-5 Students Return to School 6-12 Teacher Work Day No school for 6-12 students	12	13	14	15	16	17	18	
21	22	23	24	25	26	27		19	H	21	22	23	24	25		
28	29	30	31				Jan 7	6-12 Students Return to School	26	27	28	29	30	31		
AUGUST 2024 M&H13/E 12							No School Days		FEBRUARY 2025 17 days							
S	M	T	W	T	F	S			S	M	T	W	T	F	S	
				1	2	3	Sept 2	Labor Day							1	
4	5	6	7	8	9	10	Sept 9	Staff Development Day	2	3	4	5	6	7	8	
11	DD	WD	14 KS WD	15	16	17	Oct 14	Staff Development Day	9	10	11	12	LH	LH	15	
18	19	20	21	22	23	24	Nov 11	Veterans' Day	16	H	18	19	20	21	22	
25	26	27	28	29	30	31	Nov 25-29	Thanksgiving Break	23	24	25	26	27	28		
SEPTEMBER 2024 19 days							Dec 23 - Jan 5&6	Winter Break	MARCH 2025 19 days							
S	M	T	W	T	F	S	Jan 20	Martin Luther King Jr. Day	S	M	T	W	T	F	S	
1	H	3	4	5	6	7	Feb 13	Local Holiday							1	
8	SD	10	11	12	13	14	Feb 14	Local Holiday	2	3	4	5	6	SD	8	
15	16	17	18	19	20	21	Feb 17	Washington's Birthday observed	9	LH	11	12	13	14	15	
22	23	24	25	26	27	28	Mar 7	Staff Development Day	16	17	18	19	20	21	22	
29	30						Mar 10	Local Holiday	23/30	24/31	25	26	27	28	29	
OCTOBER 2024 22 days							Apr 7-11	Spring Break	APRIL 2025 17 days							
S	M	T	W	T	F	S	May 26	Memorial Day	S	M	T	W	T	F	S	
		1	2	3	4	5	Quarters/Semesters				1	2	3	4	5	
6	7	8	9	10	11	12	Oct 11	End of 1 st Quarter	6	LH	LH	LH	LH	LH	12	
13	SD	15	16	17	18	19	Nov 8	End of 1 st Trimester	13	14	15	16	17	18	19	
20	21	22	23	24	25	26	Dec 20	End of 1 st Semester 84 days - secondary End of 2 nd Quarter	20	21	22	23	24	25	26	
27	28	29	30	31				Feb 21	End of 2 nd Trimester	27	28	29	30			
NOVEMBER 2024 15 days							Mar 21	End of 3 rd Quarter	MAY 2025 21 days							
S	M	T	W	T	F	S	Jun 5	End of 2 nd Semester 96 days - secondary End of 3 rd Trimester End of 4 th Quarter	S	M	T	W	T	F	S	
					1	2		Legend						1	2	3
3	4	5	6	7	8	9		H	Federal/State Holiday	4	5	6	7	8	9	10
10	H	12	13	14	15	16	LH	Local Holiday	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	DD	District Day	18	19	20	21	22	23	24	
24	LH	LH	LH	H	LH	30	WD	Teacher Work Day	25	H	27	28	29	30	31	
DECEMBER 2024 15 days							SD	Staff Professional Development Day	JUNE 2025 4 days							
S	M	T	W	T	F	S		All Schools Minimum Day	S	M	T	W	T	F	S	
1	2	3	4	5	6	7		Last day of School & Minimum Day	1	2	3	4	5 WD	7		
8	9	10	11	12	13	14			8	9	10	11	12	13	14	
15	16	17	18	19	20	21			15	16	17	18	19	20	21	
22	LH	LH	H	LH	LH	28			22	23	24	25	26	27	28	
29	LH	LH							29	30						

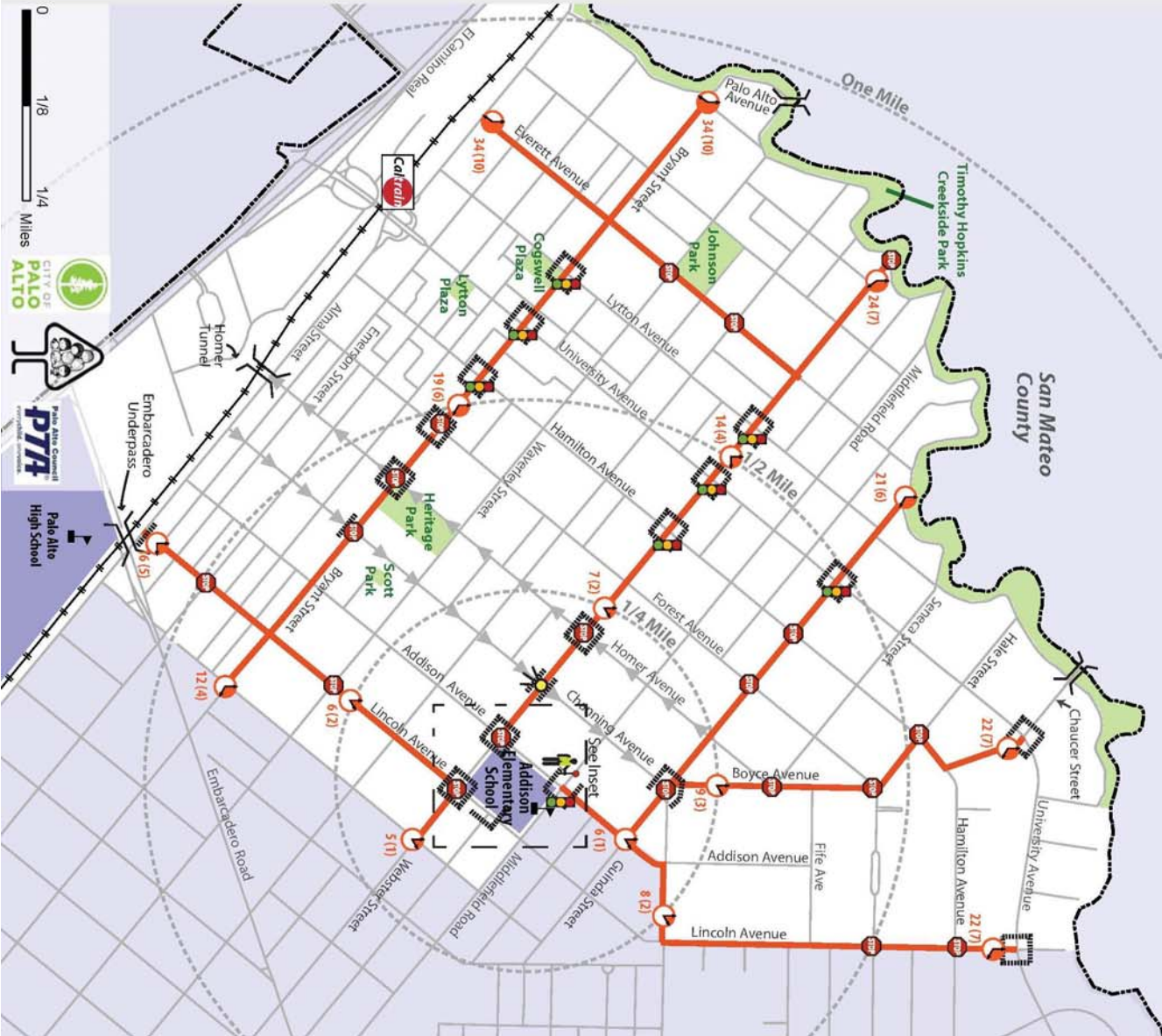
Addison Elementary School WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- School
- Suggested Route (Walking and Biking)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian-Only Access
- Pedestrian and Bicycle Access
- Bicycle Parking
- Ped/Bike Bridge or Tunnel
- Street/One-Way Street
- Traffic Signal
- All-Way Stop
- Pedestrian Beacon
- Marked Crosswalk
- Enrollment Area
- Parks and Open Space
- Caltrain Station
- County/City Boundary



For more Safe Routes to School information, please visit: www.ctdtyofpaloalto.org/saferoutes

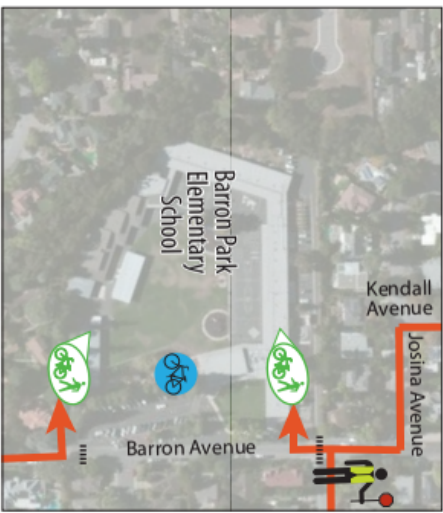
The Palo Alto Safe Routes to School Partnership encourages parents to walk or bike with students and use this mapping tool to explore options for commuting from home to school. Parents are responsible for choosing the most appropriate route based on their knowledge of conditions on the route between home and school and the experience level of their child.



Barron Park Elementary School

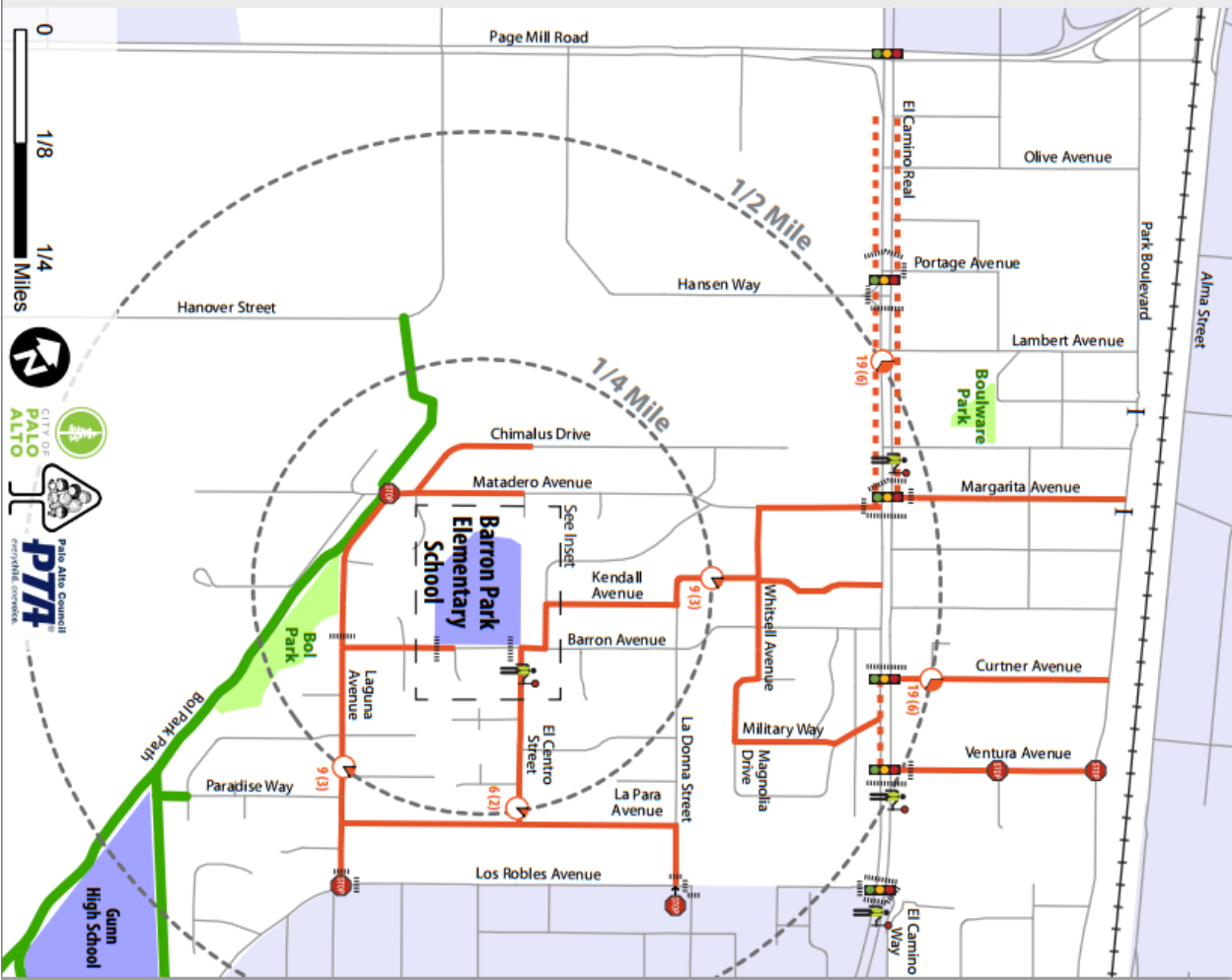
WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian and Bicycle Access
- Multi-use Path
- Vehicle Barrier
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Attendance Area
- Parks and Open Space
- School



For more Safe Routes to School information, please visit: www.cityofpaloalto.org/saferroutes

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Briones Elementary School

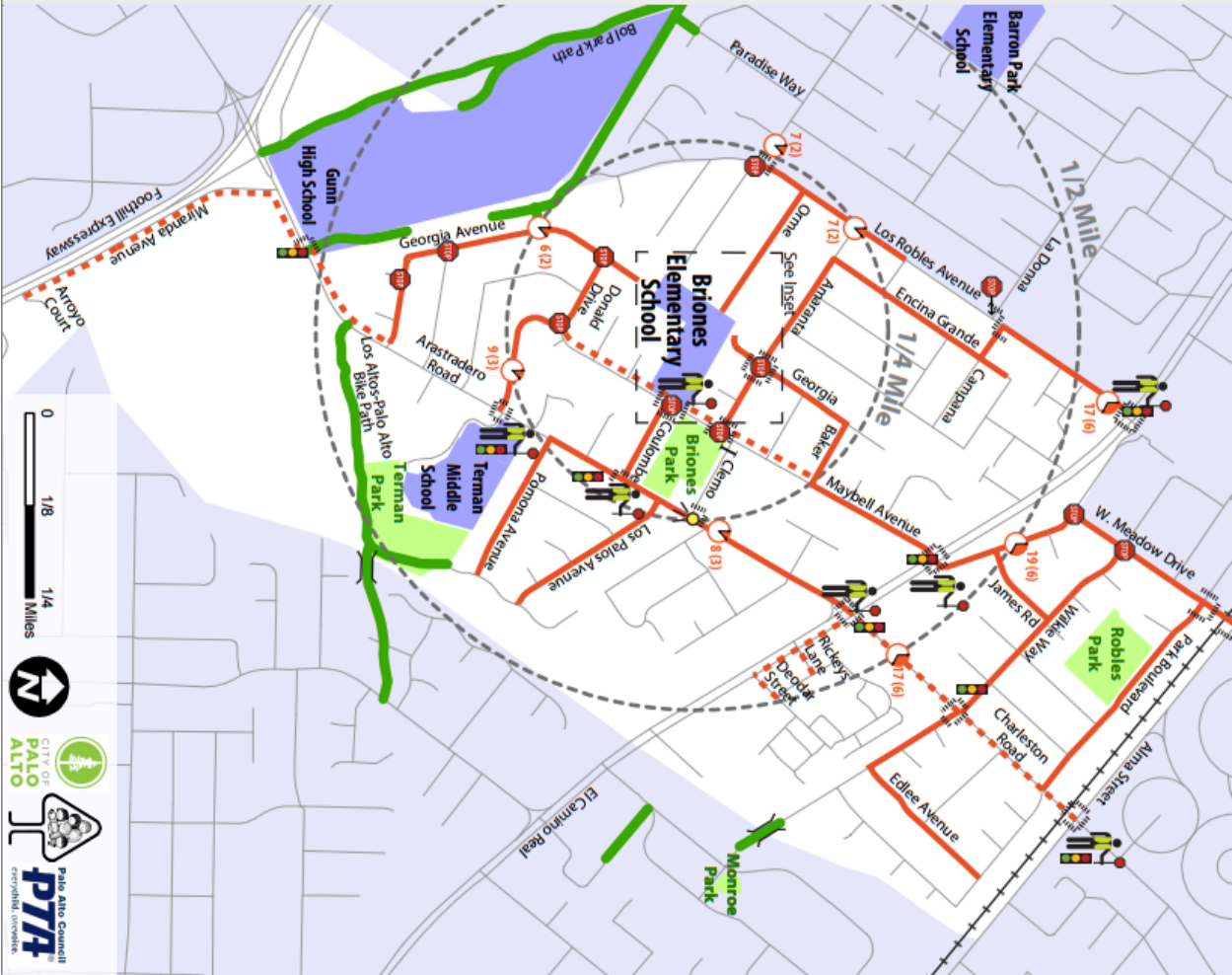
WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian-Only Access
- Pedestrian and Bicycle Access
- Multi-use Path
- Vehicle Barrier
- Bicycle Parking
- Pedestrian Beacon
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Attendance Area
- Parks and Open Space
- School



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Duveneck Elementary School

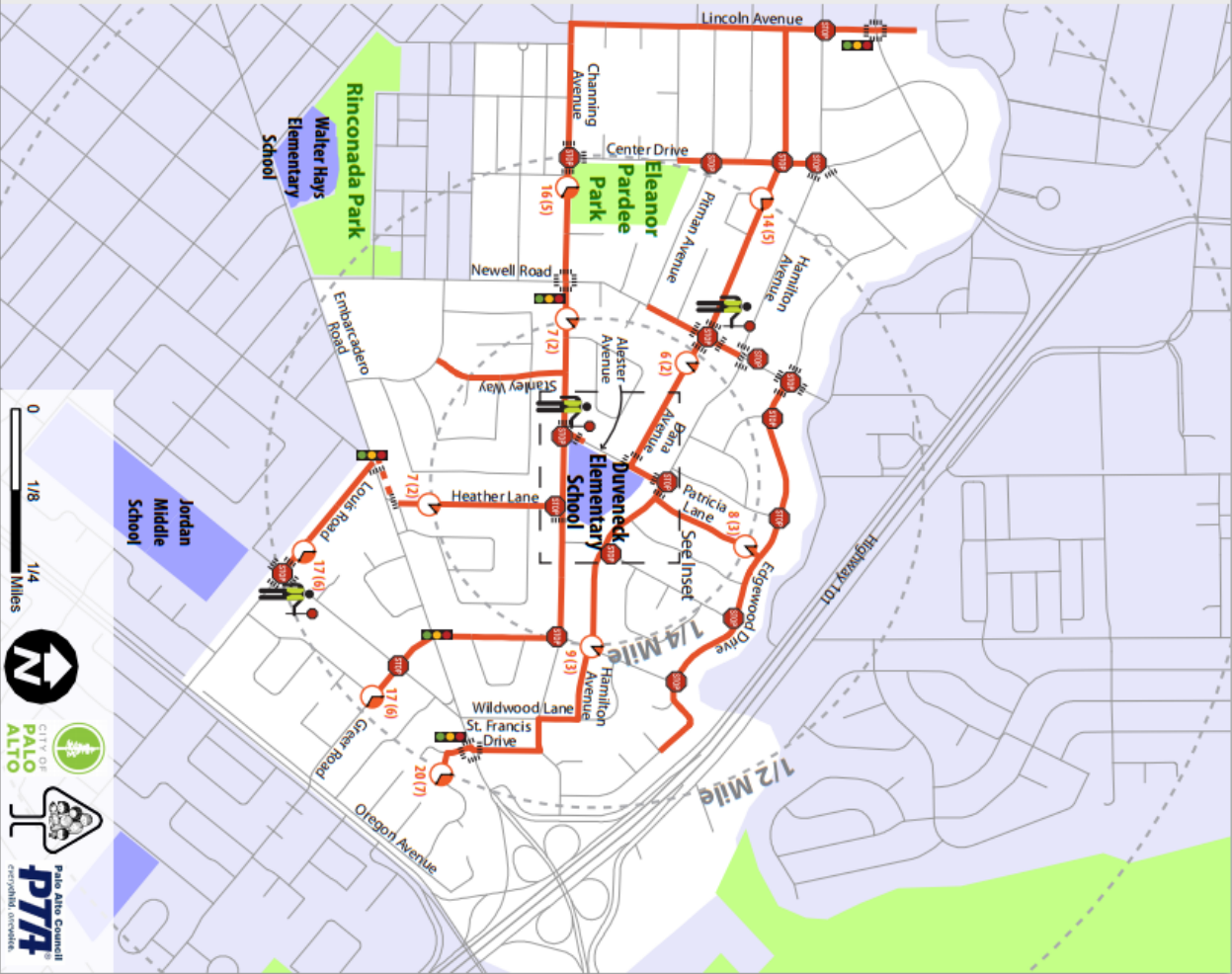
WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian and Bicycle Access
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Attendance Area
- Parks and Open Space
- School



For more Safe Routes to School information, please visit: www.cityofpalto.org/saferoutes

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El Carmelo Elementary School

WALK AND ROLL TO SCHOOL

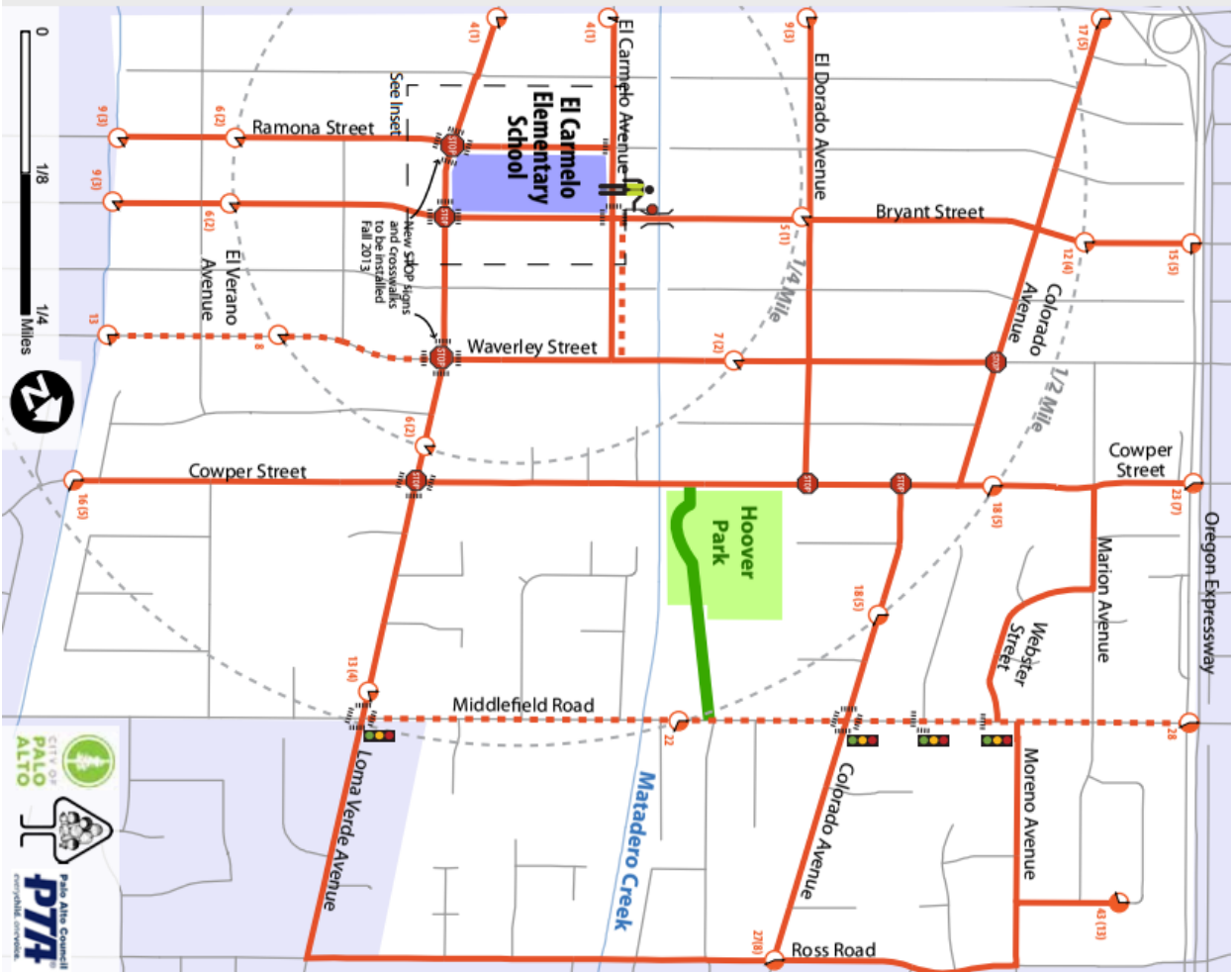
SUGGESTED ROUTES

- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian-Only Access
- Pedestrian and Bicycle Access
- Multi-use Path
- Pedestrian and Bicycle Bridge or Tunnel
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Attendance Area
- Parks and Open Space
- School



For more Safe Routes to School information, please visit: www.cityofpaloalto.org/saferroutes

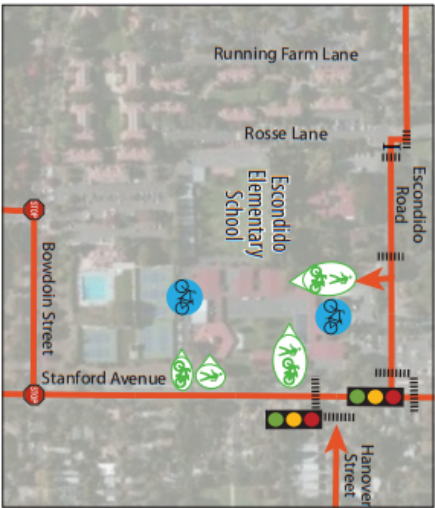
The Palo Alto Safe Routes to School Partnership encourages parents and students to use this map to explore options for commuting between home and school. Parents are responsible for choosing the most appropriate option based on their knowledge of conditions on the different routes and the experience level of their student.



Escondido Elementary School

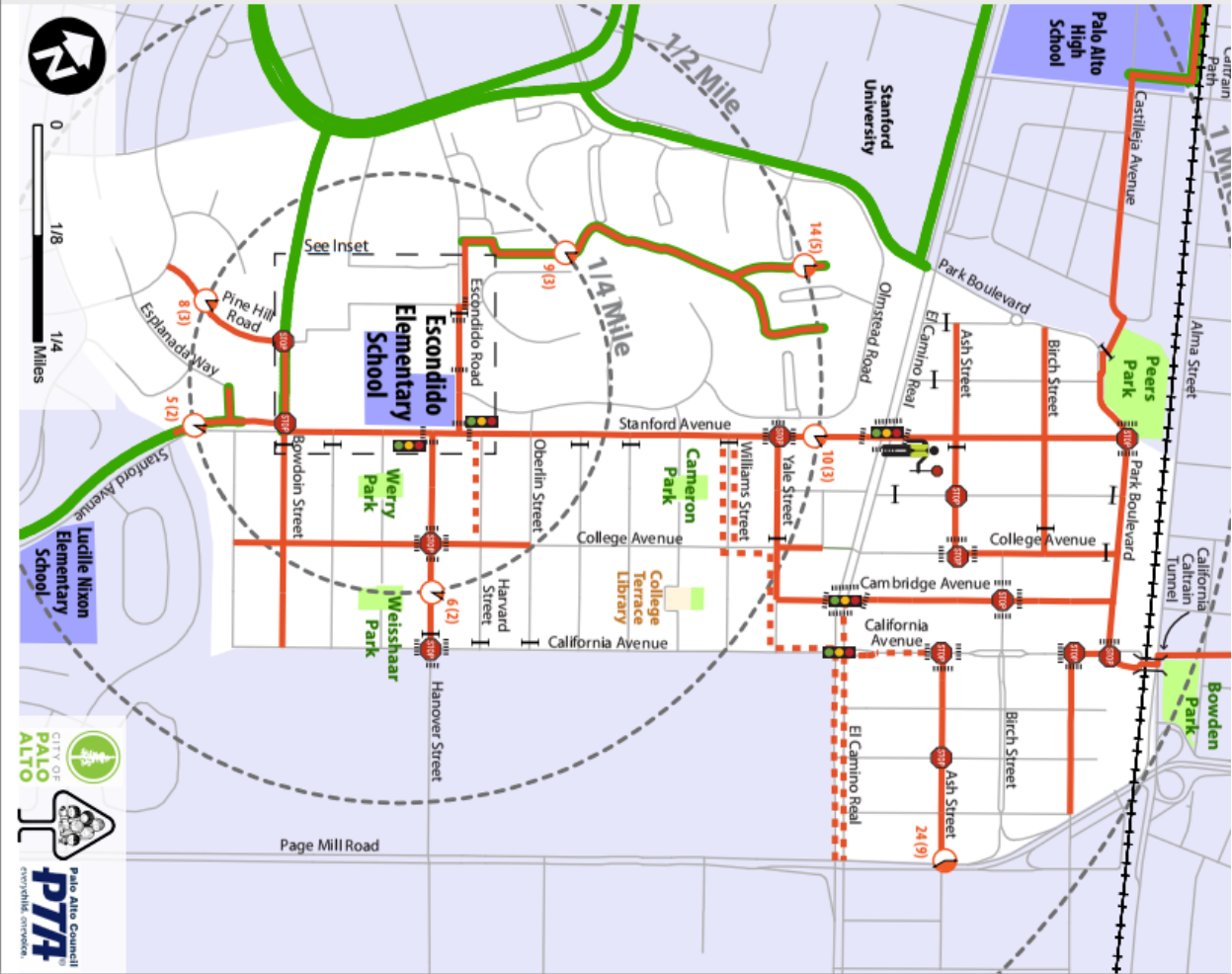
WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

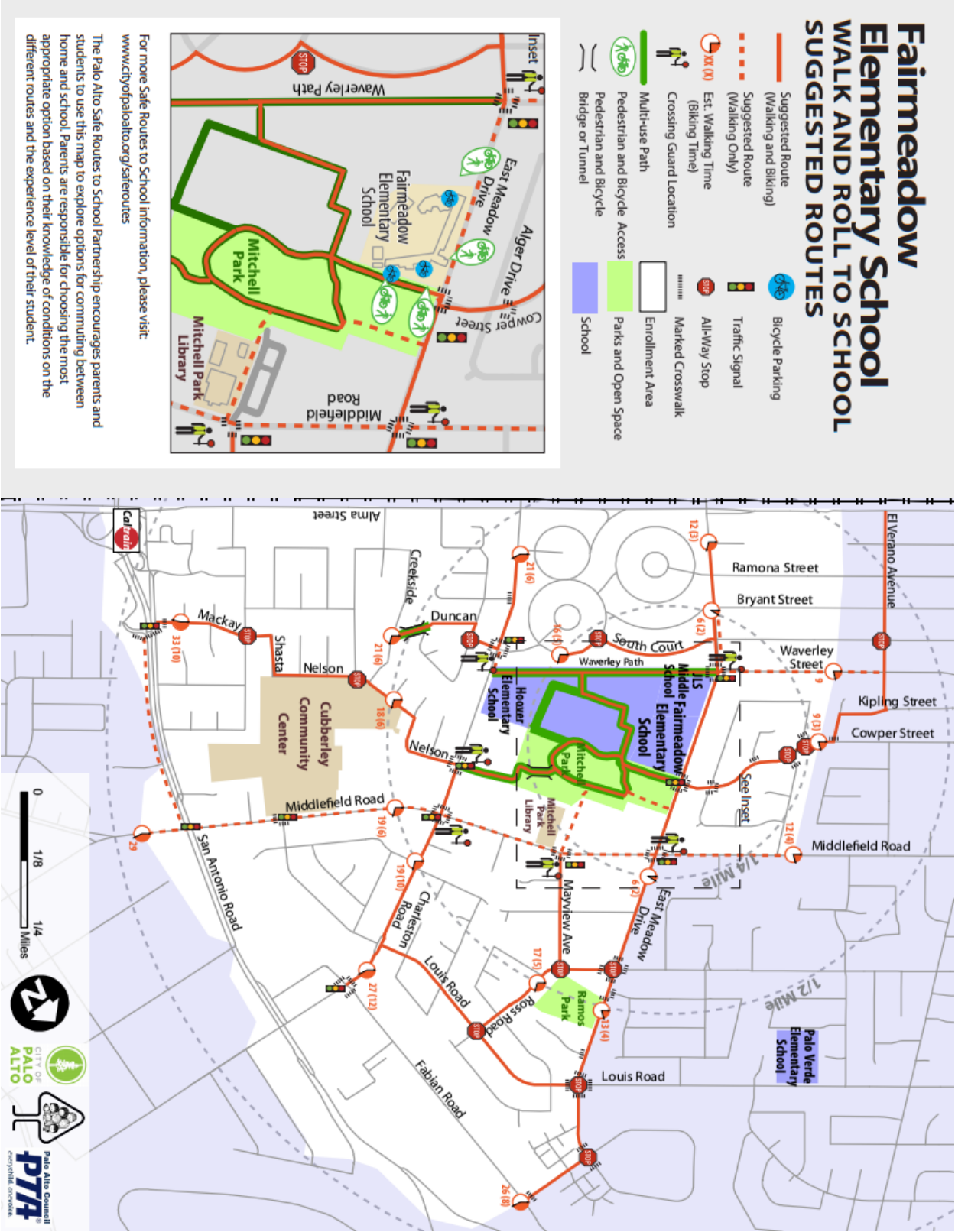
- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian and Bicycle Access
- Pedestrian and Bicycle Bridge or Tunnel
- Multi-use Path
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Vehicle Barrier
- Attendance Barrier
- Parks and Open Space
- School

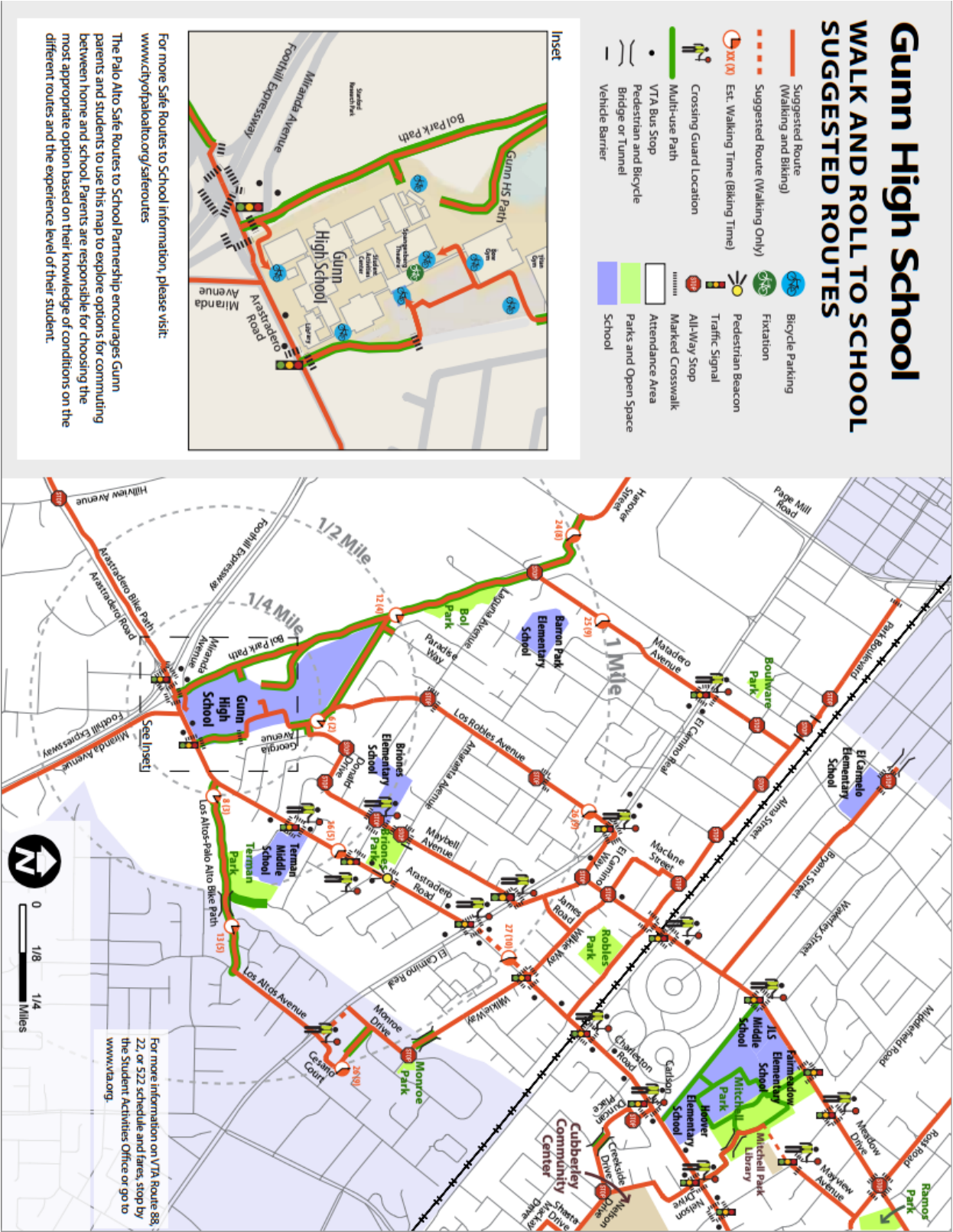


For more Safe Routes to School information, please visit: www.cityofpaloalto.org/saferoutes

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Hoover Elementary School

WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian and Bicycle Access
- Multi-use Path
- Pedestrian and Bicycle Bridge or Tunnel
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Enrollment Area
- Parks and Open Space
- School



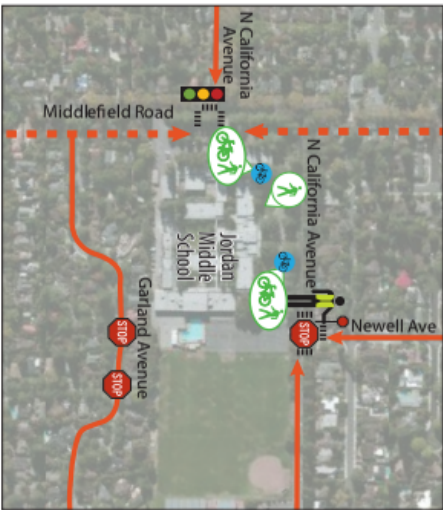
For more Safe Routes to School information, please visit: www.cityofpaloalto.org/saferroutes

The Palo Alto Safe Routes to School Partnership encourages parents and students to use this map to explore options for commuting between home and school. Parents are responsible for choosing the most appropriate option based on their knowledge of conditions on the different routes and the experience level of their student.



Jordan Middle School

WALK AND ROLL TO SCHOOL SUGGESTED ROUTES



Inset

For more Safe Routes to School information, please visit:
www.cityofpaloalto.org/saferoutes

The Palo Alto Safe Routes to School Partnership encourages Jordan parents and students to use this map to explore options for commuting between home and school. Parents are responsible for choosing the most appropriate option based on their knowledge of conditions on the different routes and the experience level of their student.



Selection tool for text and images

Santa Rita Elementary School

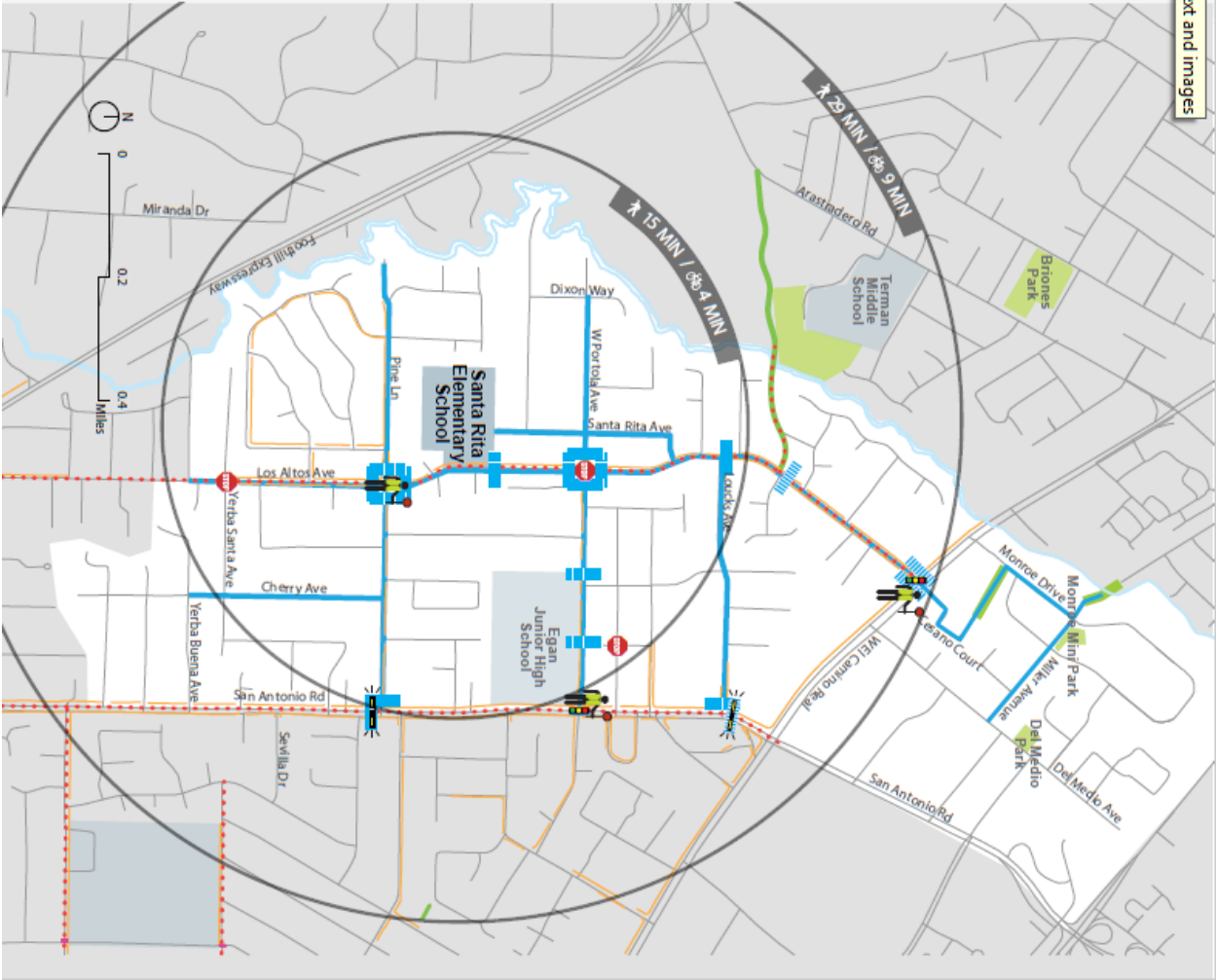
SUGGESTED ROUTES

- Suggested Walking & Biking Route
- Multi-use Path
- Sidewalk
- Existing Bikeway
- Marked Crosswalk
- Flashing Crosswalk
- Pedestrian & Bicycle Access
- Crossing Guard Location
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Attendance Area
- Parks and Open Space
- School
- Half-mile and Mile Zones (Road Network)



Enlargement Map

*Routes current as of 11/15



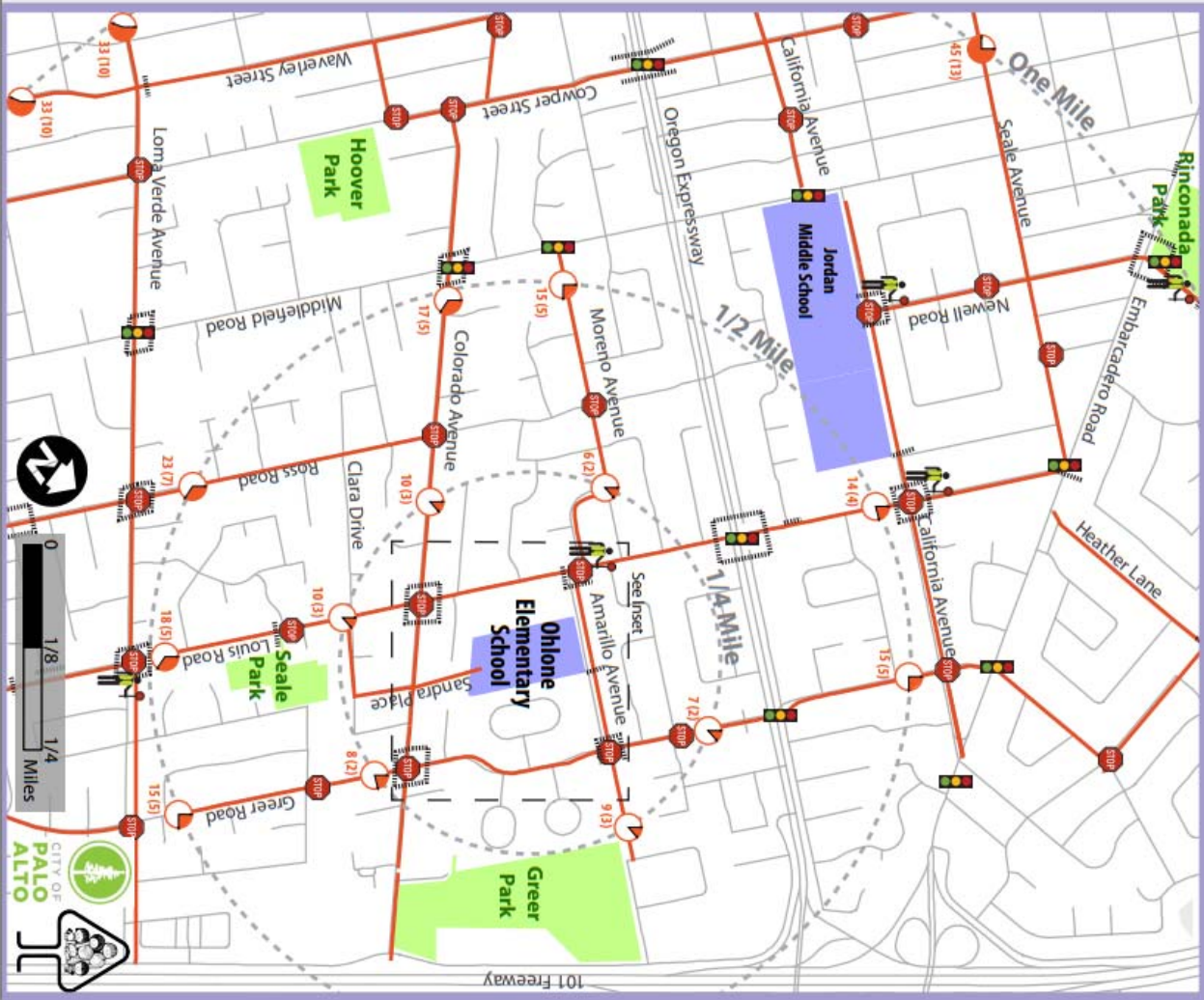
Ohlone Elementary School

WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- School
- Suggested Route (Walking and Biking)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian and Bicycle Access
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Parks and Open Space
- County/City Boundary

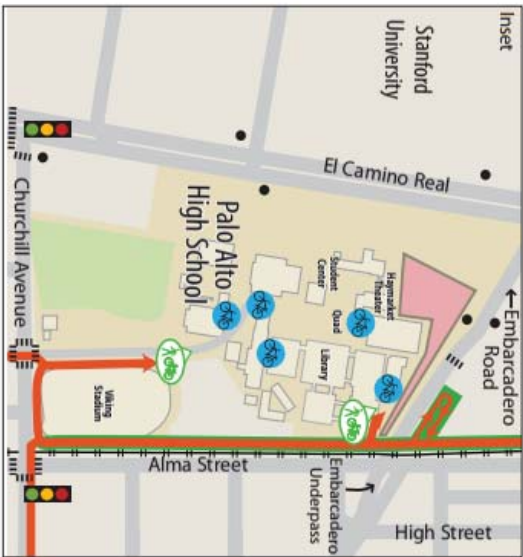


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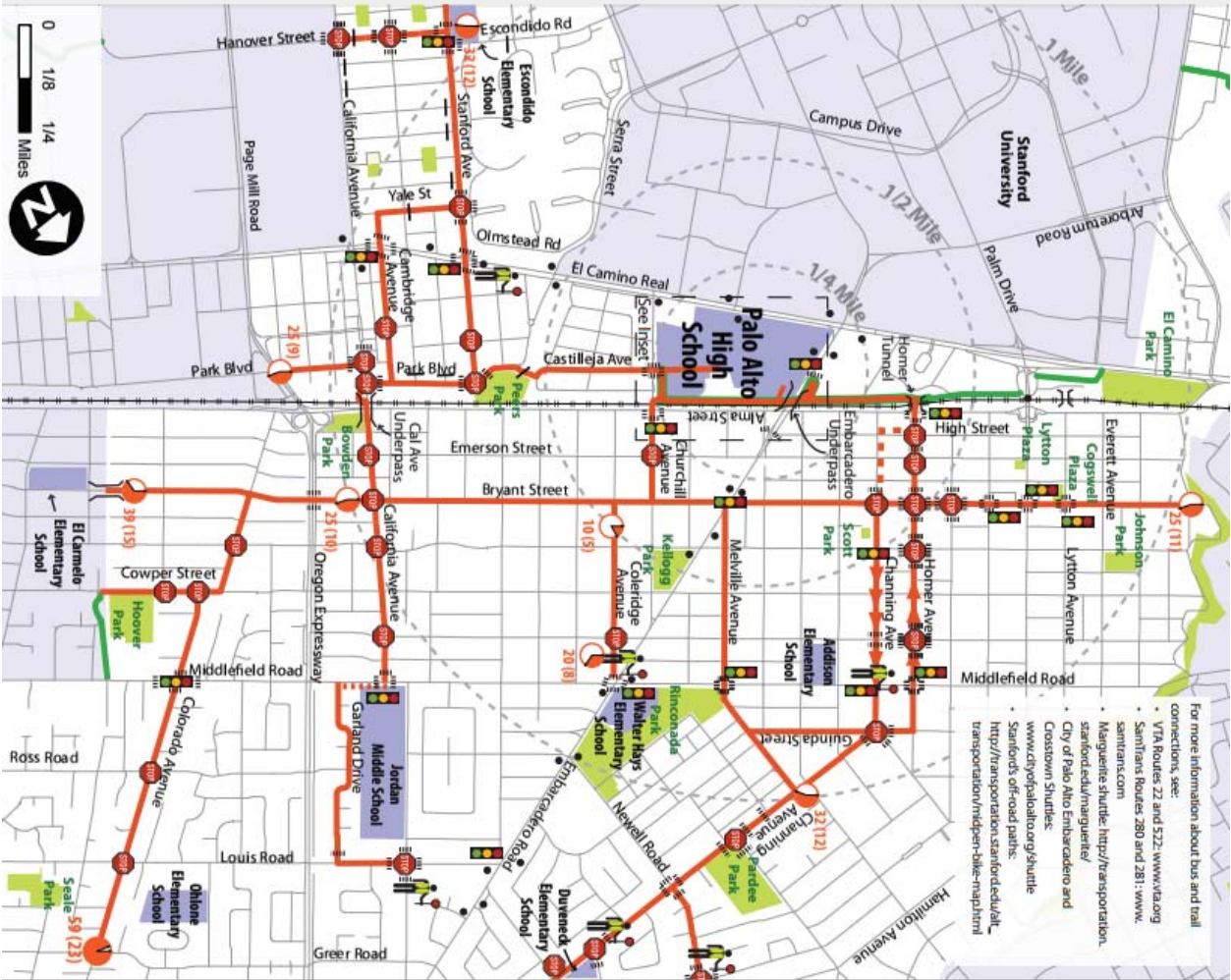
Palo Alto High School WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Multi-use Path
- Bus Stop
- Construction Zone
- Vehicle Barrier
- Pedestrian and Bicycle Access
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Attendance Area
- Parks and Open Space
- School



Please refer to www.paly.net for construction-related updates.

The Palo Alto Safe Routes to School Partnership encourages Palo Alto High School parents and students to use this map to explore options for commuting between home and school. Parents are responsible for choosing the most appropriate option based on their knowledge of conditions on the different routes and the experience level of their student. See www.cityofpaloalto.org/safeschools for more info.



For more information about bus and trail connections, see:

- VTA Routes 22 and 522: www.vta.org
- San Joaquin Routes 280 and 281: www.sanjoaquin.com
- Marguerite Shuttle: <http://transportation.stanford.edu/marguerite/>
- City of Palo Alto Embarcadero and Cross-town Shuttles: www.cityofpaloalto.org/shuttle
- Stanford's off-road paths: <http://transportation.stanford.edu/off-road/>
- transportation/midpen-die-map.html

Palo Verde Elementary School

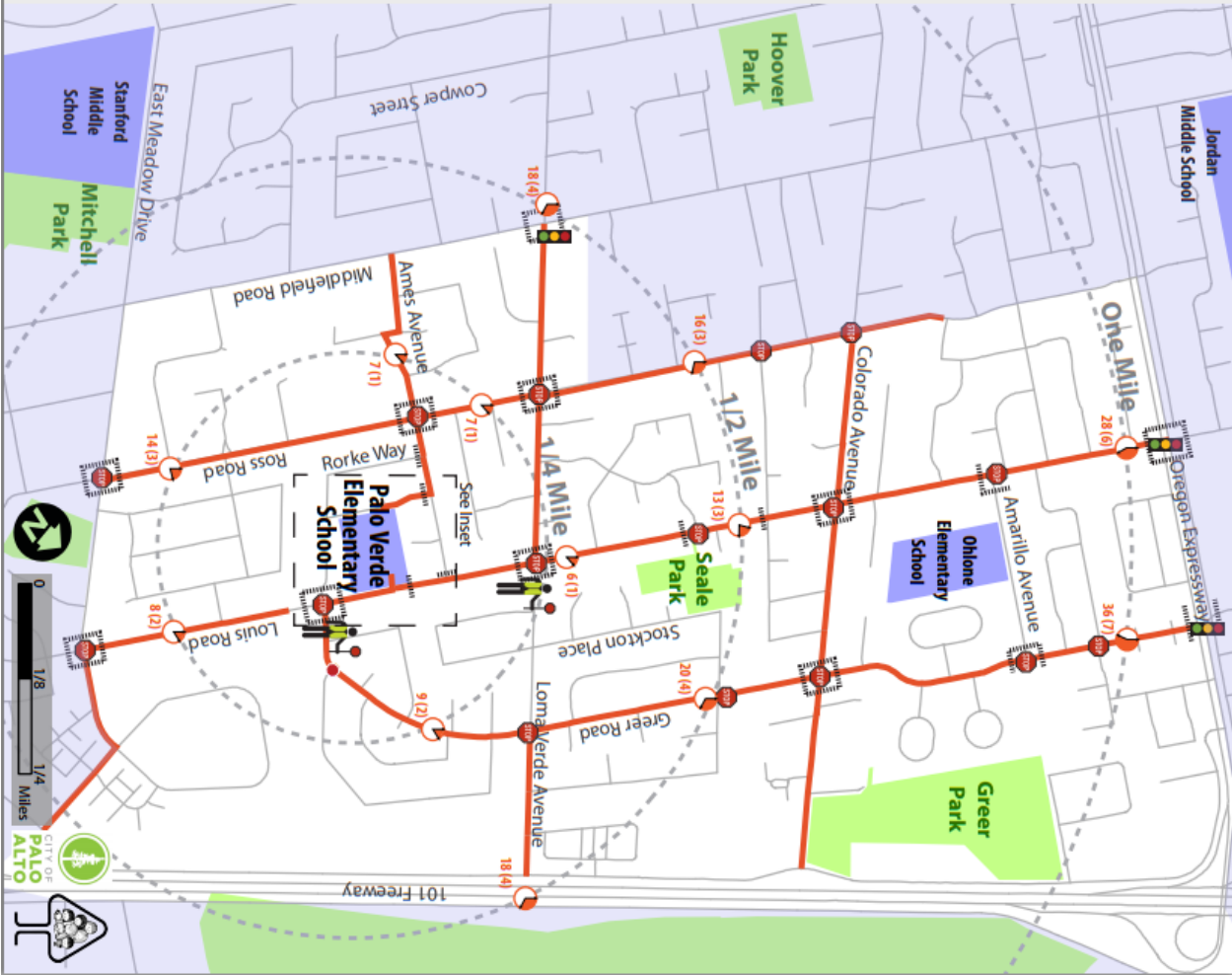
WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- School
- Suggested Route (Walking and Biking)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian-Only Access
- Pedestrian and Bicycle Access
- Bicycle Parking
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Enrollment Area
- Parks and Open Space



For more Safe Routes to School information, please visit: www.cityofpaloalto.org/saferoutes

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Terman Middle School

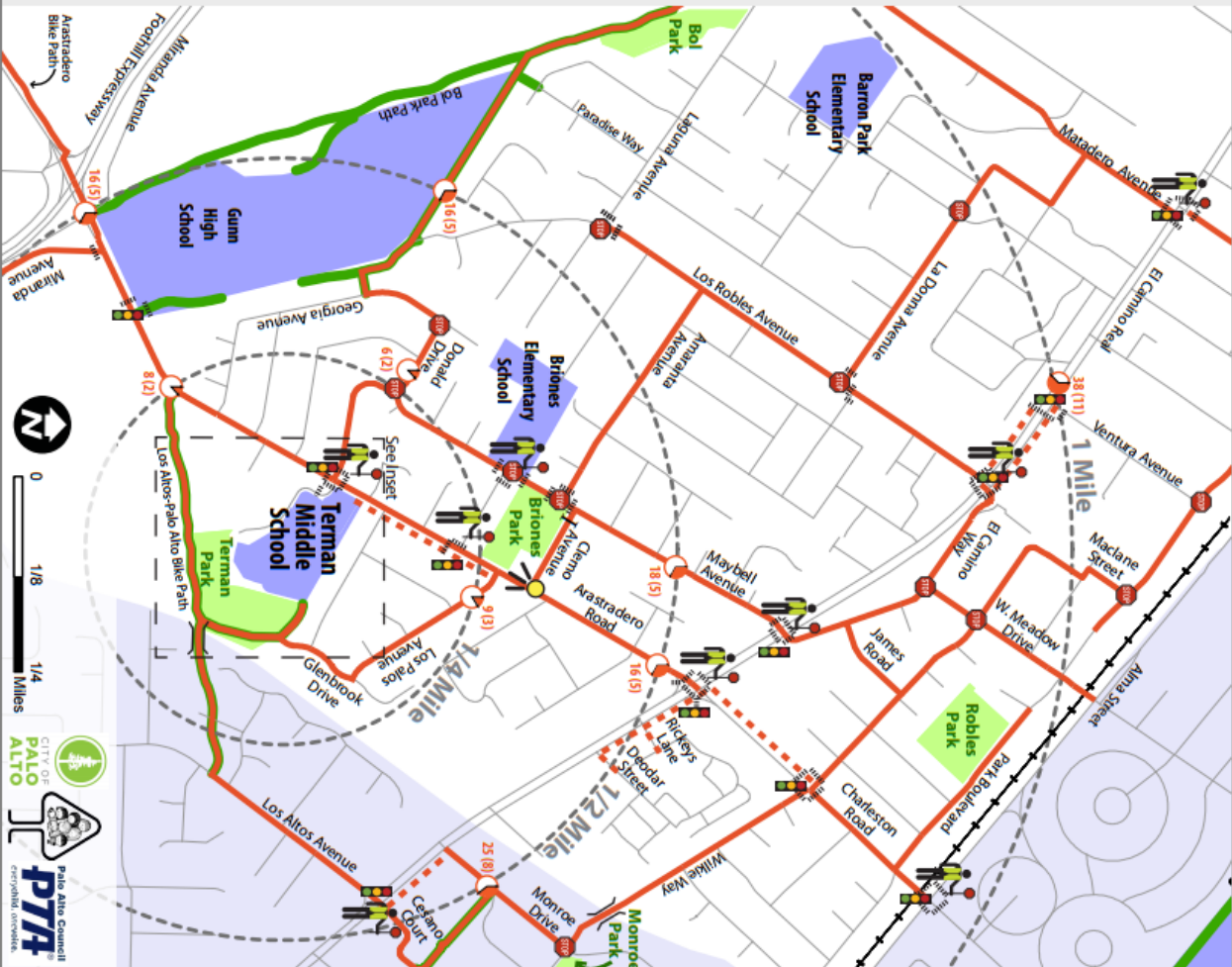
WALK AND ROLL TO SCHOOL SUGGESTED ROUTES

- Suggested Route (Walking and Biking)
- Suggested Route (Walking Only)
- Est. Walking Time (Biking Time)
- Crossing Guard Location
- Pedestrian-Only Access
- Pedestrian and Bicycle Access
- Multi-use Path
- Pedestrian and Bicycle Bridge
- Bicycle Parking
- Pedestrian Beacon
- Traffic Signal
- All-Way Stop
- Marked Crosswalk
- Vehicle Barrier
- Attendance Area
- Parks and Open Space
- School





For more Safe Routes to School information, please visit: www.cityofpaloalto.org/saferoutes


The Palo Alto Safe Routes to School Partnership encourages Terman parents and students to use this map to explore options for commuting between home and school. Parents are responsible for choosing the most appropriate option based on their knowledge of conditions on the different routes and the experience level of their student.





Walter Hays Elementary School WALK AND ROLL TO SCHOOL SUGGESTED ROUTES



-  School


 Suggested Route
(Walking and Biking)


 Suggested Route
(Walking Only)


 Est. Walking Time
(Biking Time)


 Crossing Guard Location


 Pedestrian and Bicycle
Access
-  Bicycle Parking


 Traffic Signal

 All-Way Stop

 Pedestrian Beacon

 Marked Crosswalk

 Enrollment Area

 Parks and Open Space



For more Safe Routes to School information, please visit
www.ci.paloalto.ca.gov/saferroutes

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