



**CITY OF PALO ALTO
CITY COUNCIL
Special Meeting
Monday, June 17, 2024
Council Chambers & Hybrid
4:00 PM**

| Agenda Item |
|--------------------|
|--------------------|

17. Approval of 1) Increase of Construction Contingency for Contract No. C21178123B with Swinerton Builders in the Amount of \$1,000,000; 2) Contract Amendment No. 4 for Contract No. S20176170 with Romig Engineers, Inc. in the Amount of \$21,786 and to Extend the Contract Term; 3) Increase of Contingency for Purchase Order with Pivot Interiors Inc. in the Amount of \$23,440; and 4) Authorization for the City Manager to Execute a General Services Contract for Moving Services in an Amount of up to \$250,000 for the New Public Safety Building Capital Project (PE-15001); CEQA - Environmental Impact Report for the New Public Safety Building and New California Avenue Area Parking Garage (Resolution No. 9772)



City Council Staff Report

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Public Works

Meeting Date: June 17, 2024

Report #:2404-2929

TITLE

Approval of 1) Increase of Construction Contingency for Contract No. C21178123B with Swinerton Builders in the Amount of \$1,000,000; 2) Contract Amendment No. 4 for Contract No. S20176170 with Romig Engineers, Inc. in the Amount of \$21,786 and to Extend the Contract Term; 3) Increase of Contingency for Purchase Order with Pivot Interiors Inc. in the Amount of \$23,440; and 4) Authorization for the City Manager to Execute a General Services Contract for Moving Services in an Amount of up to \$250,000 for the New Public Safety Building Capital Project (PE-15001); CEQA - Environmental Impact Report for the New Public Safety Building and New California Avenue Area Parking Garage (Resolution No. 9772)

RECOMMENDATION

Staff recommends that Council:

1. Approve an increase of construction contingency for Contract No. C21178123B with Swinerton Builders in an amount not to exceed \$1,000,000 for a total contract contingency amount not to exceed \$9,395,300;
2. Approve and authorize the City Manager or their designee to execute Contract Amendment No. 4 to Contract No. S20176170 with Romig Engineers Inc. to provide geotechnical services in the amount of \$21,786 and a contract extension through September 30, 2024;
3. Approve an increase to the contingency for the Purchase Order with Pivot Interiors Inc. in the amount of \$23,440; and
4. Authorize the City Manager or their designee to execute a future general services contract in an amount of up to \$250,000 for moving services for the Public Safety Building project.

BACKGROUND

The New Public Safety Building (PSB) (PE-15001) and New California Avenue Area Parking Garage (PE-18000) are among ten key projects included in the 2014 Council Infrastructure Plan. The PSB was identified as the plan's highest priority project and is tied together with the parking garage project with respect to California Environmental Quality Act (CEQA). The parking garage opened in December 2020. On February 1, 2021, Council approved the award of the construction contract for the PSB to Swinerton Builders and authorized execution and delivery

of one series of Certificates of Participation in an amount not to exceed \$120 million to finance the PSB construction.¹ The PSB construction is anticipated to be substantially completed in July 2024.

Romig Engineers' services for the PSB project include evaluation of subsurface materials at the site to provide information for design and construction of excavation shoring and the seepage cut-off wall, preconstruction geotechnical services, and construction geotechnical services. Romig Engineers contract S20176170² began on November 8, 2019. The contract term was through November 7, 2022 and was extended by Amendment No. 2 through May 18, 2023. Amendment No. 3³ was approved by Council on May 8, 2023 to extend for time only through April 30, 2024.

On June 19, 2023, Council approved a Purchase Order with Pivot Interiors in the Amount of \$756,021 to provide cubicle and office furniture for the new PSB.⁴

ANALYSIS

The PSB is one of the most complex projects that the City has constructed to date. Given its complexity, since the PSB construction contract was awarded in early 2021, there have been numerous change orders addressing issues of unforeseen site conditions, owner requested changes, design clarifications, and required changes due to authorities having jurisdiction, which are agencies that are responsible for enforcing codes and regulations. In addition, since change order costs are based on current construction costs rather than bid amounts, the significant escalation of construction costs over the past several years has impacted the project and the use of the contingency. As of April 2024, the project has used 94% of the Council-approved contingency of \$8,392,800. Due to the multiple issues and clarifications, the contingency usage is anticipated to go beyond the City's typical "10% of the construction contract amount" contingency authorization. A reallocation of \$1 million from the project's non-construction budget to the construction contingency is recommended to provide enough contingency authorization to continue to evaluate and process valid change orders as the project nears completion.

Due to the length of time it has taken to construct the PSB, additional funding is needed for existing contracts.

¹ City Council, February 1, 2021; Agenda Item #4, SR #11752, <https://www.cityofpaloalto.org/files/assets/public/v/3/agendas-minutes-reports/reports/city-manager-reports-cmr/yr-archive/2021/id-11752.pdf>

² Romig Engineers Inc., Geotechnical services for Public Safety Building, S20176170, https://www.cityofpaloalto.org/files/assets/public/v/1/public-works/engineering-services/cip-contracts/romig-engineers-inc.-s20176170-psb_final.pdf

³ City Council, May 8, 2023; Agenda Item #5, SR #2304-1272, <https://www.cityofpaloalto.org/files/assets/public/v/1/public-works/engineering-services/cip-contracts/sr2304-1272-5.8.2023-pe-15001-psb-romig-contract-amendment.pdf>

⁴ City Council, June 19, 2023; Agenda Item #9, SR #2304-1375, <https://www.cityofpaloalto.org/files/assets/public/v/1/public-works/engineering-services/cip-contracts/sr2304-1375-6.19.2023-pivot-one-workplace-purchase-orders.pdf>

- For Romig's contract (Attachment A), additional funding of \$21,786 is needed for additional geotechnical inspections including observing and testing subgrade, retesting as required, and inspection of unforeseen conditions. The resulting total contract not to exceed amount is \$131,478, with the contract ending on September 30, 2024.
- For the Purchase Order with Pivot Interiors (Attachment B), the original contract approved by Council on June 19, 2023 included base services of \$687,292 and \$68,729 for contingency. The existing contingency has been used for storage fees due to the delays in PSB completion. The additional \$23,440 in contingency is for prevailing wage increases and additional storage fees until the furniture installation is completed in summer 2024, for a new total not to exceed contract of \$779,461.
- For the moving general services contract, staff is finalizing the move-in schedule for the PSB and expects to release an invitation for bids in June and award a contract in mid-July to maintain the PSB schedule. Staff is requesting authorization for the City Manager to execute the moving services contract as the contract will need to be in place prior to Council returning from its break in August.

FISCAL/RESOURCE IMPACT

Funding for the increase in contingencies and the contract amendment recommended in this report is available in the Fiscal Year 2024 Adopted Capital Improvement Program budget for the Public Safety Building project (PE-15001). These actions do not increase the overall PSB project budget approved by Council when the construction contract was approved in 2021, as savings realized in the furniture, fixtures, and equipment budget items are available to cover the increased costs.

STAKEHOLDER ENGAGEMENT

Staff provides monthly updates on PSB construction through the PSB's project webpage and newsletter.

ENVIRONMENTAL REVIEW

An Environmental Impact Report for the PSB and the New California Avenue Area Parking Garage was prepared and was certified by Council on June 11, 2018, by adoption of Resolution No. 9772⁵

ATTACHMENTS

Attachment A: Romig Contract S20176170, Amendment No.4
Attachment B: Purchase Order with Pivot Interiors, Inc.

APPROVED BY:

Brad Eggleston, Director Public Works/City Engineer

⁵ Resolution 9772, <https://www.cityofpaloalto.org/files/assets/public/v/1/city-clerk/resolutions/reso-9772.pdf?t=40475.53>

**AMENDMENT NO. 4 TO CONTRACT NO. S20176170
BETWEEN THE CITY OF PALO ALTO AND
ROMIG ENGINEERS, INC.**

This Amendment No. 4 (this "Amendment") to Contract No. S20176170 (the "Contract" as defined below) is entered into as of June 10, 2024, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **ROMIG ENGINEERS, INC.**, a California corporation, DIR Registration #1000056882, located at 1390 El Camino Real, 2nd Floor, San Carlos, CA 94070 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively herein as the "Parties".

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of professional geotechnical services for a new Public Safety Building (PSB), as detailed therein.

B. The Parties entered into Amendment No. 1 to update the Schedule of Rates Exhibit C-1, as detailed therein.

C. The Parties entered into Amendment No. 2 to extend the contract term for six (6) months through May 18, 2023, at no additional cost payable by the City, as detailed therein.

D. The Parties entered into Amendment No. 3 to extend the contract term for eleven (11) months through April 30, 2024, at no additional cost payable by the City, as detailed herein.

E. The Parties now wish to amend the Contract in order to retroactively extend the contract term for five (5) months through September 30, 2024, update the Scope of Services and increase the compensation by twenty-one thousand seven hundred eighty-six dollars (\$21,786) from one hundred nine thousand six hundred ninety-two dollars (\$109,692) to a new total not-to-exceed compensation amount of one hundred thirty-one thousand four hundred seventy-eight dollars (\$131,478), as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. S20176170 between CONSULTANT and CITY, dated November 8, 2019, as amended by:

Amendment No. 1, dated November 2, 2021

Amendment No. 2, dated November 9, 2022

Vers.: Aug. 5, 2019

Amendment No. 3, dated May 8, 2023

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. **Term.** Section 2 of the Contract is hereby amended to read as follows:

“The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached at Exhibit “B,” but in no event later than September 30, 2024, unless terminated earlier pursuant to Section 19 of this Agreement.”

SECTION 3. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (also referred to herein as the “Basic Services”), and any reimbursable expenses specified in Exhibit “C”, shall not exceed Twenty-Two Thousand Four Hundred Forty-Eight Dollars (\$22,448) for contract year 1 (from full execution through October 23, 2020) and Ninety-One Thousand One Hundred Eighty-Two Dollars (\$91,182) for contract year 2 and contract year 3 combined (October 24, 2020 through September 30, 2024), for a total not to exceed amount for Basic Services and any specified reimbursable expenses of One Hundred Thirteen Thousand Six Hundred Thirty Dollars (\$113,630) for all three contract years plus contract time extensions. CONSULTANT agrees to complete all Basic Services, including and specified reimbursable expenses, within this amount. In the event Additional Services (defined below in this Section) are authorized, the total compensation for Additional Services and Optional Additional Services (defined in Exhibit “C”) shall not exceed Two Thousand Two Hundred Forty-Four Dollars (\$2,244) for contract year 1 (defined above in this Section) and Fifteen Thousand Six Hundred and Four Dollars (\$15,604) for contract year 2 and contract year 3 (defined above in this Section) combined, for a not to exceed amount for Additional Services and Optional Additional Services of Seventeen Thousand Eight Hundred Forty-Eight Dollars (\$17,848) for all three contract years. The total compensation for Basic Services, any reimbursable expenses specified in Exhibit “C”, Additional Services and Optional Additional Services shall not exceed (\$24,692) for contract year 1 and One Hundred Six Thousand Seven Hundred Eighty-Six Dollars (\$106,786) for contract year 2 and contract year 3 combined, for a total not to exceed amount of One Hundred Thirty One Thousand Four Hundred Seventy-Eight Dollars (\$131,478) for all three contract years plus contract time extensions. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services and Optional Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services or Optional Additional Services performed without the

Vers.: Aug. 5, 2019

prior written authorization of CITY. "Additional Services" shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A". "Optional Additional Services" is defined in Exhibit "C".

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO


City Manager

APPROVED AS TO FORM:


City Attorney or Designee

ROMIG ENGINEERS, INC.

Officer 1

By:  DocuSigned by:
6CDC20A9D2C34A5
Name: Lucas Ottoboni, Chief Executive Officer
Title: President

Officer 2

By:  DocuSigned by:
F425911D40124A5...
Name: Coleman Ng, Chief Financial Officer
Title: Principal Engineer

Attachments:

Exhibit "A": "SCOPE OF SERVICES, AMENDMENT NO. 4," AMENDED, REPLACES PREVIOUS
Exhibit "B": "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4," AMENDED, REPLACES
PREVIOUS
Exhibit "C": "COMPENSATION, AMENDMENT NO. 4," AMENDED, REPLACES PREVIOUS

EXHIBIT "A"
SCOPE OF SERVICES, AMENDMENT NO. 4
AMENDED, REPLACES PREVIOUS

Romig Engineers, Inc. (CONSULTANT) scope of services for supplemental exploration and testing of City of Palo Alto Parking Lot C-6, preconstruction services, and construction services for the Public Safety Building, consists of the following Basic Services:

1) SUPPLEMENTAL SUBSURFACE EXPLORATION AND TESTING

- a. Prepare and submit a proposed supplemental subsurface exploration plan to the City for their review and approval. The locations of cone penetration tests (CPTs) shall be proposed by Consultant subject to approval by the City. Locations should correspond with the proposed cut-off wall location. Care should be taken to avoid trees, underground utilities, and other site features. The approved exploration plan will help the City and Nova Partners notify the public regarding the subsurface exploration schedule and access restrictions to the parking lot during performance of the work.
- b. Prepare and submit a drilling application and permit fees to the Santa Clara Valley Water District at least 10 days prior to subsurface exploration.
- c. Mark the approved boring and CPT locations on-site and notify Underground Service Alert of our intent to perform subsurface exploration.
- d. Perform subsurface exploration consisting of six CPT probes to a depth of about 70 feet, or until refusal conditions are encountered, whichever occurs at a shallower depth. The CPTs will be backfilled with grout and capped with concrete or asphalt concrete cold patch. The estimated cost must be based on prevailing wage rates. Note: 72 hours notification must be provided prior to closing parking spaces. The City of Palo Alto will provide signs that Consultant must post at each stall. Consultant will be responsible for posting the 72 hour notification, and barricading off the portions of the parking lot.
- e. Preparation of a brief report presenting the results of the supplemental subsurface exploration and laboratory testing described above. Any significant differences between the original geotechnical report and subsurface conditions discovered by the supplemental exploration will be identified in this report. Data from the CPT probes will be shared electronically with the City and Nova Partners.
- f. Report must be submitted by six weeks after Notice to Proceed. Include one meeting to present/discuss findings with Nova Partners, City of Palo Alto and Design Consultants.

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2) PRECONSTRUCTION SERVICES

- a. Review 60% Construction Documents. Summarize comments in a letter. Assume at least 1 meeting to review Geotechnical comments. Estimated timeframe November 2019.
- b. Review 90% Permit Set. Summarize comments in a letter. Assume at least 1 meeting to review Geotechnical comments. Estimated Timeframe January 2020.
- c. Respond to any bidder requests for information (RFIs) related to geotechnical questions about the PSB.

3) CONSTRUCTION GEOTECHNICAL SERVICES

- a. It is anticipated the following tasks will be required during the Construction Administration phase of the project:
 - i. Review Design-build shoring plans; summarize results in letter
 - ii. Observe construction of cut-off wall. Assume 20 visits, 4 hours per visit.
 - iii. Observe installation of soldier beams in cut-off wall. Assume 8 visits, 4 hours per visit.
 - iv. Review and respond to RFIs from Contractor. Assume 10 RFIs.
 - v. Observe installation and grouting of tie-backs. Assume 20 visits, 4 hours per visit.
 - vi. Witness load-testing of tie-backs. Assume 10 load tests.
 - vii. Review contractor installation and load-testing records
 - 1. Prepare summary letter regarding tie-back installation and load-testing
 - viii. Observe and test lower-level mat subgrade. Assume 4 visits, 4 hours per visit.
 - ix. Observe and test miscellaneous structural fill and backfill. Assume 6 visits, 4 hours per visit.
 - x. Observe and test utility trench backfill. Assume 12 visits, 4 hours per visit.
 - xi. Observe and test foundation subgrade for at-grade improvements. Assume 6 visits. 4 hours per visit.

Vers.: Aug. 5, 2019

- xii. Observe and test subgrade and AB for on-site and off-site pavements. Assume 10 visits. 4 hours per visit.
- xiii. Miscellaneous consultation requested by City and/or project team. Assume 20 hours.
- xiv. Prepare construction observation summary letter at completion.

4) EXTENDED CONSTRUCTION GEOTECHNICAL SERVICES

- a. It is anticipated the following remaining tasks will be required during the Construction Administration phase of the project, estimated 19 visits:
 - i. Observe and test subgrade at areas to receive deep plug.
 - ii. Observe and test subgrade and aggregate base at Jacaranda east.
 - iii. Observe and test subgrade and aggregate base at Jacaranda west.
 - iv. Observe and test subgrade and aggregate base at Jacaranda bulb out curve
 - v. Observe and test aggregate base at FO 473 sidewalk
 - vi. Observe and test aggregate base at ASI 88 sidewalk
 - vii. Retest compaction around curb/gutter and sidewalk per FO 443.
 - viii. Six (6) additional visits for non-compliant/unexpected items.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4,
AMENDED, REPLACES PREVIOUS

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 No. of Weeks from NTP |
|---|---|---|
| 1 | Supplemental Exploration, Testing, and Report | 6 weeks |
| 2 | Preconstruction Services | 44 weeks |
| 3 | Construction Geotechnical Services | 254 weeks |

EXHIBIT "C"
COMPENSATION, AMENDMENT NO. 4
AMENDED, REPLACES PREVIOUS

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

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

| BUDGET SCHEDULE | NOT TO EXCEED AMOUNT |
|--|-----------------------------|
| Task 1: Supplemental Exploration and Testing | |
| Prep/Coordination Exploration Plan | \$774 |
| Permitting and Permit Fees | \$1,200 |
| Mark CPTs/Install Signage and Barricades | \$2,304 |
| Subsurface Exploration (6 CPTs) | \$7,400 |
| Prepare Supplemental Report | \$4,000 |
| Post Report Meeting/Discussion | \$820 |
| Subtotal Not to Exceed for Task 1 | \$16,498 |
| Task 2: Preconstruction Services | |
| Review 60% Construction Documents | \$2,100 |
| Review 90% Permit Set | \$2,100 |
| Respond to Bidding RFIs | \$1,750 |
| Subtotal Not to Exceed for Task 2 | \$5,950 |
| Subtotal Task 1 and 2 Basic Services | \$22,448 |
| Additional Services (per Section 4 of this Agreement) for Task 1 and Task 2 (Not to Exceed) | \$2,244 |
| Subtotal Task 1 and Task 2 Basic Services & Additional Services Not To Exceed | \$24,692 |

| | |
|--|------------------|
| Task 3: Construction Geotechnical Services | |
| Review Shoring Plans | \$1,230 |
| Observe Cut-off Wall | \$12,720 |
| Observe Soldier Beams | \$5,088 |
| Review and Respond to RFIs | \$1,750 |
| Observe Tie-back Grouting | \$12,720 |
| Tie-back Load Testing | \$4,770 |
| Tie-back Summary Letter | \$1,050 |
| Observe Mat Subgrade | \$2,544 |
| Test Fill and Backfill | \$3,816 |
| Test Trench and Backfill | \$7,632 |
| Observe Foundation Excavation | \$3,816 |
| Pavement Subgrade and AB | \$6,360 |
| Miscellaneous Consultation | \$4,100 |
| Construction Summary Letter | \$1,050 |
| | |
| Subtotal Task 3 Basic Services | \$68,646 |
| | |
| Reimbursable Expenses for Task 3 | \$750 |
| Subtotal Not to Exceed for Task 3 Basic Services and Reimbursable Expenses | \$69,396 |
| | |
| Optional Additional Services shall mean: | |
| Additional Services (per Section 4 of this Agreement) | \$6,864 |
| Miscellaneous Consultation/Senior Project Engineer | \$2,100 |
| Miscellaneous Consultation/Principal Engineer | \$1,640 |
| Site Specific Response Analysis (Post Software Update) | \$5,000 |
| Subtotal Optional Additional Services | \$15,604 |
| | |
| Subtotal for Task 3 Basic Services & Optional Additional Services Not to Exceed | \$85,000 |
| | |
| Task 4: Extended Construction Geotechnical Services | |
| Subtotal Task 4 Extended Services | \$21,786 |
| | |
| Maximum Total Compensation Not To Exceed | \$131,478 |

REIMBURSABLE EXPENSES

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

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

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

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$200 shall be approved in advance by the CITY's project manager. CONSULTANT shall be reimbursed for specified expenses up to an amount not to exceed Seven Hundred Fifty Dollars (\$750).

ADDITIONAL SERVICES AND OPTIONAL ADDITIONAL SERVICES

The CONSULTANT shall provide Additional Services (defined in Section 4 of this Agreement) and Optional Additional Services only by advanced, written authorization from the CITY. If any Additional Services or Optional Additional Services are contemplated, the CONSULTANT, at the CITY's Project Manager's request, shall submit a detailed written proposal including a proposed description of the scope of services, schedule, and maximum compensation, including any reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The proposed Additional Services or Optional Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of such services. Performance of any payment for Additional Services and Optional Additional Services is subject to all requirements and restrictions in this Agreement



City of Palo Alto

Purchasing and Contract Administration
P.O.Box 10250
Palo Alto CA 94303
Tel:(650)329-2271 Fax:(650)329-2468

Purchase Order

Vendor Address

PIVOT INTERIORS INC.
3355 SCOTT BLVD STE 110
Santa Clara CA 95054-3138
Tel: 408-432-5600 Fax: 408-432-5601

P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER

| | |
|---------------|----------------------------------|
| PO Number | 4523000432 |
| Date | 05/30/2023 |
| Vendor No. | 100165 |
| Payment Terms | Payment Due 30 days |
| FOB Point | F.O.B Destination |
| Ship via | Vendor to ship best method |
| Required Date | 03/11/2024 |
| Buyer/Phone | Saira Cardoza / 650-329-2327 |
| Email | Saira.Cardoza@CityofPaloAlto.org |

Ship To:

Public Works Engineering
City of Palo Alto
250 Hamilton Ave., 6th Floor
Palo Alto CA 94301

Bill To:

Community Services Department
City of Palo Alto
1305 Middlefield Road.
Palo Alto CA 94303

DELIVERIES ACCEPTED ONLY BETWEEN 7:00 AM & 3:00 PM UNLESS OTHER ARRANGEMENTS ARE INDICATED HEREIN

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| Item | Material/Description | Quantity | UM | Net Price | Net Amount |
|------|---|----------|----|-----------|------------|
| | <p>"This Amended and Restated Purchase Order with Pivot Interiors, Inc., effective as of 06/10/2024, hereby amends and restates the Amended and Restated Purchase Order No. 4523000432 dated 06/30/2023 with Pivot Interiors, Inc. This Amended and Restated Purchase Order hereby supersedes that Purchase Order dated 06/30/2023."</p> <p>This City of Palo Alto (City) Purchase Order agreement (PO) with Pivot Interiors pursuant and subject to Omnia agreement Contract 202000062 PH485, Sourcewell Contract no. 19Z08621 and Omnia agreement Contract R191819 & R191806 with Pivot Interiors for the procurement of Herman Miller Office furniture, project management, procurement of equipment and assembly services as detailed in this PO. Pivot Interiors, Inc. is an authorized dealer and sub-contractor of Herman Miller, Inc.</p> <p>All the furniture is fabricated specifically for the PSB. Installation is part of the original PO. However, due to delays in the completion of the Public Safety Building, Contractor has not been able to deliver any furniture in accordance with the PO and has been storing the furniture. Storage costs were not covered under the original PO. In addition, due to the delay in completing the PSB, there is a labor surcharge due to an increase in prevailing wages from the previous quote for the PO in 2023.</p> <p>Pivot Interiors, Inc. Department of Industrial Relation Registration Number is 1000018735.</p> <p>This Project is subject to prevailing wages and related requirements as a</p> | | | | |

Cecilia Magana

Chief Procurement Officer

THIS P.O. IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW AND ON THE LAST PAGE
SPECIFICATIONS - Any specification and/or drawings referred to and/or attached hereto are expressly made a part of this Purchase Order.
DELIVERY - Please notify the City promptly if delivery cannot be made on or before the date specified. If partial shipment is authorized, so indicate on all documents. Complete packing lists must accompany each shipment.
INVOICE - A separate invoice is required for each order. Send to address indicated above.



City of Palo Alto

Purchasing and Contract Administration
P.O.Box 10250
Palo Alto CA 94303
Tel:(650)329-2271 Fax:(650)329-2468

Purchase Order

Vendor Address

PIVOT INTERIORS INC.
3355 SCOTT BLVD STE 110
Santa Clara CA 95054-3138
Tel: 408-432-5600 Fax: 408-432-5601

P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER

| | |
|----------------------|----------------------------------|
| PO Number | 4523000432 |
| Date | 05/30/2023 |
| Vendor No. | 100165 |
| Payment Terms | Payment Due 30 days |
| FOB Point | F.O.B Destination |
| Ship via | Vendor to ship best method |
| Required Date | 03/11/2024 |
| Buyer/Phone | Saira Cardoza / 650-329-2327 |
| Email | Saira.Cardoza@CityofPaloAlto.org |

Ship To:

Public Works Engineering
City of Palo Alto
250 Hamilton Ave., 6th Floor
Palo Alto CA 94301

Bill To:

Community Services Department
City of Palo Alto
1305 Middlefield Road.
Palo Alto CA 94303

DELIVERIES ACCEPTED ONLY BETWEEN 7:00 AM & 3:00 PM UNLESS OTHER ARRANGEMENTS ARE INDICATED HEREIN

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| Item | Material/Description | Quantity | UM | Net Price | Net Amount |
|------|--|----------|----|-----------|------------|
| | <p>"public works" under California Labor Code Sections 1720 et seq. and related regulations. Contractor 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, website (see e.g. http://www.dir.ca.gov/DLSR/PWD/index.htm) as amended from time to time. Contractor 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. Contractor 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 1720, 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.</p> <p>DIR Registration and Other Requirements.</p> <p>General Notice to Contractor.</p> | | | | |

Cecilia Magana

Chief Procurement Officer

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INVOICE - A separate invoice is required for each order. Send to address indicated above.



City of Palo Alto

Purchasing and Contract Administration
P.O.Box 10250
Palo Alto CA 94303
Tel:(650)329-2271 Fax:(650)329-2468

Purchase Order

Vendor Address

PIVOT INTERIORS INC.
3355 SCOTT BLVD STE 110
Santa Clara CA 95054-3138
Tel: 408-432-5600 Fax: 408-432-5601

P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER

| | |
|----------------------|----------------------------------|
| PO Number | 4523000432 |
| Date | 05/30/2023 |
| Vendor No. | 100165 |
| Payment Terms | Payment Due 30 days |
| FOB Point | F.O.B Destination |
| Ship via | Vendor to ship best method |
| Required Date | 03/11/2024 |
| Buyer/Phone | Saira Cardoza / 650-329-2327 |
| Email | Saira.Cardoza@CityofPaloAlto.org |

Ship To:

Public Works Engineering
City of Palo Alto
250 Hamilton Ave., 6th Floor
Palo Alto CA 94301

Bill To:

Community Services Department
City of Palo Alto
1305 Middlefield Road.
Palo Alto CA 94303

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| | <p>City requires Contractor and its Subcontractors 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. Additional information regarding public works and prevailing wage requirements is available on the DIR website (see e.g. http://www.dir.ca.gov) as amended from time to time.</p> <p>Labor Code section 1771.1(a). City provides notice to Contractor of the requirements of California Labor Code section 1771.1(a), which reads:</p> <p>"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."</p> <p>DIR Registration Required.</p> <p>City will not accept a bid proposal from or enter into this Construction</p> | | | | |

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| | <p>Contract with Contractor without proof that Contractor and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions.</p> <p>Posting of Job Site Notices; Compliance Monitoring.</p> <p>City gives notice to Contractor and its Subcontractors that Contractor is required to post all job site notices prescribed by law or regulation and Contractor is subject to compliance monitoring and enforcement by DIR.</p> <p>Certified Payroll.</p> <p>Contractor 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).</p> <p>City requires Contractor and its Subcontractors to comply with the requirements of Labor Code section 1776, including but not limited to:</p> <p>(i) Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, Contractor and its Subcontractors, in connection with the Project.</p> | | | | |

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| | <p>(ii) The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of Contractor and its Subcontractors, respectively.</p> <p>(iii) At the request of City, acting by its Project Manager, Contractor and its Subcontractors shall make the certified payroll records available for inspection or furnished upon request to the City's Project Manager within ten (10) days of receipt of City's request.</p> <p>0 City requests Contractor and its Subcontractors to submit the certified payroll records to the City's Project Manager at the end of each week during the Project.</p> <p>(iv) If the certified payroll records are not provided as required within the 10-day period, then Contractor and its Subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and City shall withhold the sum total of penalties from the progress payment(s) then due and payable to Contractor. This provision supplements the provisions of Section 15 hereof.</p> <p>(v) Inform the City's Project Manager of the location of Contractor's and its Subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the City's Project Manager within five (5) business days of any change of location of those payroll records.</p> <p>This PO is governed by California law without regard to conflict of law</p> | | | | |

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| | <p><i>principles. The venue for any dispute under this PO is Santa Clara County, California.</i></p> <p><i>This PO by reference incorporates the following contract documents into this PO by reference as though fully set forth herein:</i></p> <ol style="list-style-type: none"> <i>1. Omnia agreement Contract 202000062 PH485</i> <i>2. Omnia agreement Contract R191819 & R191806</i> <i>3. Sourcewell Contract 19Z08621</i> <i>4. Pivot Interiors Quote 411901-01, 411901-02, 411901-03, 411901-04, 411901-05 and 411901-06</i> <i>5. City of Palo Alto Purchase Order Terms and Conditions</i> | | | | |
| 0010 | PIVOT Project Management PSB | 39,073 | USD | 1.00 | 39,073.30 |
| 0020 | PIVOT Freight & Install PSB | 1 | USD | 121,956.77 | 121,956.77 |
| 0030 | PIVOT Materials PSB | 526,261 | USD | 1.00 | 526,261.33 |
| 0040 | PIVOT Contingency | 68,729 | USD | 1.00 | 68,729.14 |
| 0050 | Addtl Strg Fees & PrvIng Wage | 21,480 | USD | 1.00 | 21,480.00 |
| | | | | Sub-Total | 777,500.54 |
| | | | | Sales Tax | 1,960.05 |

Cecilia Magana

Chief Procurement Officer

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| | *** ORDERING VIA EMAIL *** **** PRICE HAS BEEN QUOTED **** | | | | |

Cecilia Magana

Total 779,460.59

Chief Procurement Officer

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TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE/AGREEMENT: City of Palo Alto (City) reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Seller, to accept any item in a quotation. By accepting or filing this Purchase Order (P.O.), Seller agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Seller. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This P.O., including all specifications and drawings, shall constitute the entire agreement between the parties unless modified in writing by City.

CITY'S PROPERTY: Seller agrees that the information, tools, jigs, dies, or materials, and drawings, patterns, and specification supplied or paid for by City shall be and remain City property and shall be held by Seller for City unless directed otherwise. Seller shall account for such items and keep them protected, insured, and in good working conditions without expense to City.

DELIVERY: The terms of delivery are as stated on the reverse side hereof. The obligation of Seller to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this P.O. No boxing, packing, or cartage charge will be allowed unless authorized by this P.O. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to City's written instruction. Items not delivered may be canceled without penalty to City. Shipments in greater or lesser quantity that ordered may be returned at Seller's expense unless written authorization is issued by City.

PRICES: The price which Seller charges in filling this P.O. shall not be higher than Seller's most recent quote or charge to City for such materials, supplies, services and/or installations unless City expressly agrees otherwise in writing. Notwithstanding the prices set forth the P.O. City shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Seller at any time prior to the last delivery of goods or services covered by this P.O.

TERMINATION: City shall have the right to terminate this P.O. or any part thereof upon ten (10) days notice in writing to Seller.

(1) Without Cause. City may terminate all or any part of this P.O. without cause. Any claim by Seller for damages due to termination without cause must be submitted to City within thirty (30) days after effective date of termination.

(2) For Cause. If Seller fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this P.O., City may, in addition to any other right or remedy provided by this P.O. or by law, terminate all or any part of this P.O. in writing without any liability of City with respect to Seller at any time during the term of this P.O. In the event of termination for cause, City may purchase supplies or services elsewhere on such terms or in such manner as City may deem appropriate and Seller shall be liable to City for any cost and other expenses incurred by City, which is charged to City.

CHANGES: City shall have the right at any time by written notice via P.O. Change Order to Seller to make changes in the specifications, the quantity of items called for, delivery schedules, and requirements covering testing, packaging, or destination. Any claim by Seller for adjustment under this clause shall be deemed waived unless made in writing with then (10) days after receipt by Seller of notice of such change. Price increases or extensions of time for delivery shall not be binding on City unless evidenced by a P.O. Change Order issued by City's Purchasing Manager.

INSPECTION: City shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this P.O. All materials, supplies, services and/or installations must be furnished as specified.

(1) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Seller's expense. City may charge Seller for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.

(2) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Seller's expense. All of the above notwithstanding prior payment by City.

WARRANTY: Seller expressly warrants that all materials, supplies, services and/or installations covered by this P.O. shall:

(1) conform to the specifications, drawings, samples, or other descriptions specified by City or if none are so specified, to Seller's standard specification or the standards of the ASTM or ANSI or other national standard organizations;

(2) be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;

(3) be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);

(4) be performed within the rules and regulations of the Occupational Safety and Health Act of 1970 (as amended);

(5) be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act; the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs.

Seller further expressly agrees to protect, indemnify, and hold harmless City, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Seller's failure to furnish materials or supplies or perform services that conform with any warranty contained herein.

(6) have good marketable title.

GOVERNING LAW: This P.O. shall be governed by the laws of the State of California.

INDEPENDENT CONTRACTOR, INSURANCE: Seller certifies, by acceptance, that he/she is an independent contractor. Seller shall protect, defend, and indemnify and hold City harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Seller's negligence in providing the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees, or subcontractors, Seller shall maintain such public liability insurance, including contractual liability, automobile and general public liability, (including non-owned automobile liability) Worker's Compensation, and employer's liability insurance as well adequately protect City against such damage, liabilities, claims, losses, and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by City.

EQUAL OPPORTUNITY CLAUSE: By acceptance of this P.O., Seller certifies it is in compliance with the Equal Opportunity Clause required by Executive Order 11246, as amended, and the Palo Alto Municipal Code, as amended, including Affirmative Action Compliance Programs for Veterans; Handicapped; and Minority Business, and other equal opportunity programs.

FORCE MAJEURE: City may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials, supplies, services and/or installations at the direction of City and shall deliver them when the cause affecting the delay has been removed. City shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this P.O. and City's request. Seller shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Seller notifies City as soon as they occur. City may cancel this P.O. if such delay exceeds thirty (30) days from the original delivery date. Seller shall use its best efforts to grant preference to this P.O. over those of other customers, which were placed after this P.O.

AUTHORITY OF AGENT OR FACTOR: Seller represents that, whenever it executes this P.O. on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to City. Seller shall be deemed to have the legal authority to enter into this P.O. with City on behalf of the third party.

INTERPRETATION OF CONTRACT DOCUMENTS: In the event of a conflict between the terms of this P.O. and the attached specification with respect to any obligation of Seller, the provision which impose the greater obligations upon Seller shall prevail.

TERMS AND CONDITIONS OF PURCHASE

ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS: Seller agrees to comply with the City's Environmentally Preferred Purchasing Requirements.

(1) Hazardous Waste:

Seller shall take-back all spent or otherwise discarded hazardous products sold to the City by the Seller if the spent or discarded products are classified as hazardous or universal wastes by State or Federal regulations. Seller shall provide convenient collection and recycling services (or disposal services if recycling technology is unavailable) for all universal wastes, which originate from the Vendor. Hazardous waste manifests or bills of lading must be provided to City staff upon request. Recycling and reuse of hazardous wastes must occur within the United States. Universal waste lists and information are available www.dtsc.ca.gov/HazardousWaste/UniversalWaste/. A hazardous waste list is available at <http://www.calrecycle.ca.gov/LEA/Training/wasteclass/yep.htm>. Additional information can be obtained by contacting the City of Palo Alto Hazardous Waste Department at (650) 496-6980.

(2) Zero Waste and Pollution Prevention:

Per Palo Alto City Council policy, the City is targeting to achieve Zero Waste by 2021. The City must also meet Municipal Regional Stormwater Permit requirements requiring no visible impact from litter via stormdrains by 2022. To that end the vendor, manufacturer and or contractor must individually or collaboratively comply with the waste reduction, reuse and recycling requirements of the City's Zero Waste and Pollution Prevention Programs. Seller acknowledges and agrees that if Seller fails to fully and satisfactorily comply with these requirements, the City will suffer, as a result of Seller's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore, the Seller agrees that in addition to all other damages to which the City may be entitled, in the event Seller fails to comply with the below requirements Seller shall pay City as liquidated damages the amounts specified below. The liquidated damage amount is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer as a result of such non-compliance.

- Sellers shall adhere to the standard that all printed materials provided to the City that are generated from a personal computer and printer including, proposals, quotes, invoices, reports, and public education materials shall be double-sided, printed on a minimum of 30% post-consumer content paper or greater unless otherwise approved by the City's Environmental Services Division (650) 329-2117. Materials printed by a professional printing company shall be a minimum of 30% post-consumer material or greater and printed with vegetable based inks. Liquidated damages of \$30 per document will be assessed by City for failure to adhere to this requirement.
- All paper packaging must be Forest Stewardship Council (FSC) Certified.
- All primary, secondary and shipping (tertiary) packaging be minimized to the maximum extent feasible while protecting the product being shipped.
- All primary, secondary and shipping packaging shall be recyclable in the City's recycling program. A complete list of items accepted for recycling are found at www.zerowastepaloalto.org or by calling (650) 496-5910. If any portion is received that does not meet this requirement, liquidated damages of \$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less will be assessed by City for failure to adhere to this requirement.
- Expanded foam plastics (e.g., foam or cushion blocks, trays, packing 'peanuts'), such as but not limited to polystyrene (aka Styrofoam[tm]), polypropylene, or polyurethane shall not be used as primary, secondary or tertiary/shipping packaging with the following exceptions:
 - o Primary packaging made from these materials may be used if the vendor, manufacturer, contractor individually or collaboratively does one of the following:
 - (a) takes the material back at the City's convenience and at no cost to the City, or
 - (b) pays the City of Palo Alto's disposal costs via payment of liquidated damages of \$235, or a minimum of \$50 if the combined product and shipping cost is \$235 or less.
 - o Bioplastics that meet ASTM D6400 standards for compostability may be accepted with approval from the City's Environmental Services Division subject to local municipal compost facility requirements.
 - o If approved by the City's Environmental Services Division, a packaging requirement may be waived if no other viable packaging alternative exists.

- Reusable/returnable pallets shall be used and taken back by the Seller, at no additional cost to the City. Seller shall provide documentation upon request ensuring reuse of pallets and/or recycling of broken pallets. Liquidated damages of \$262 or a minimum of \$50 if the combined product and shipping cost is \$262 or less will be assessed by City for failure to adhere to this requirement.

(3) Energy and Water Efficiency:

Seller shall provide products with an ENERGY STAR, Water Sense or State of California standard rating, whichever is more efficient, when ratings exist for those products. A life cycle cost analysis shall be provided to the City upon request and shall at minimum include: first cost, operating costs, maintenance costs, and disposal costs.

Contacts for additional information about City of Palo Alto Hazardous Waste, Zero Waste and Utilities programs:

Hazardous Waste Program (Public Works)

(650) 496-6980

Zero Waste Program (Public Works)

(650) 496-5910

Watershed Protection

(650) 329-2117

Energy Efficiency

(650) 496-2244

(4) Liquidated Damages:

Seller agrees that failure to comply with the City's Environmentally Preferred Purchasing Requirements will result in Liquidated Damages, according to the table marked Liquidated Damages on page 3 of this P.O.

TERMS AND CONDITIONS OF PURCHASE

NONCOMPLIANCE WITH ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS, LIQUIDATED DAMAGES:

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of liquidated damages; the acceptable performance level, and the amount of liquidated damages for failure to meet the contractually required standards of performance.

| Event of Non-Performance | Acceptable Performance Level (Allowed events per Fiscal Year) | Liquidated Damage Amount |
|--|--|---|
| Recycled Paper Use Failure to use 30% recycled content paper | 1 | \$30 per each document |
| Recyclable Packaging Materials Failure of Seller to use secondary and shipping packaging that is recyclable in the City's recycling program. | 1 | \$235 or a minimum of \$50 if the combined product and shipping cost is \$250 or less will be incurred if this is not adhered to. |
| Expanded Foam Plastics Unapproved use of expanded foam plastics for secondary or shipping packaging | 0 | \$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less |
| Pallet Use Failure of Seller to take-back and reuse pallets, recycling only broken pallets, at no additional cost to the City. | 1 | \$262 or a minimum of \$50 if the combined product and shipping cost is \$2 or less |