



**CITY OF PALO ALTO
CITY COUNCIL
Special Meeting
Monday, December 02, 2024
Council Chambers & Hybrid
5:30 PM**

Agenda Item

8. Approval of Professional Services Contract No. C25193007 with Watry Design, Inc. in the Amount of \$2,403,592 to Provide Design, Environmental Review, and Construction Administration Services for the New Downtown Parking Garage, Capital Improvement Program Project (PE-15007); CEQA Status: Not a Project *Public Comment*



City Council Staff Report

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Public Works

Meeting Date: December 2, 2024

Report #:2410-3609

TITLE

Approval of Professional Services Contract No. C25193007 with Watry Design, Inc. in the Amount of \$2,403,592 to Provide Design, Environmental Review, and Construction Administration Services for the New Downtown Parking Garage, Capital Improvement Program Project (PE-15007); CEQA Status: Not a Project

RECOMMENDATION

Staff recommends that Council approve and authorize the City Manager or their designee to execute Contract No. C25193007 with Watry Design, Inc. for design, environmental review, and construction administration services for the New Downtown Parking Garage Capital Improvement Program project (PE-15007) for a term of three years and a total not-to-exceed amount of \$2,403,592, including \$2,185,084 for basic services and \$218,508 for additional services.

BACKGROUND

The Downtown Parking Garage project was originally identified in the Council's 2014 Infrastructure Plan (along with the California Avenue Garage).

The initial design and environmental review for a six-level garage on the surface parking lot at Hamilton Avenue and Waverley Street (Lot D) were prepared by Watry Design, Inc. (Watry) in 2017-18. The Council certified the Environmental Impact Review and approved the planning application for the project in February 2019 but elected to shelve the project in order to evaluate other parking management strategies and options¹.

In December 2023, the Council directed Staff to resume work on the Downtown Parking Garage project in connection with the development of affordable housing on this site.²

¹ City Council, February 11, 2019; SR #9263

<https://portal.laserfiche.com/Portal/DocView.aspx?id=101477&repo=r-704298fc>

² City Council, December 11, 2023; Item #8; SR #2309-2043

<https://portal.laserfiche.com/Portal/DocView.aspx?id=69368&repo=r-704298fc>

ANALYSIS

Watry's extensive involvement in the Downtown Parking Garage project since 2016, along with their proven expertise in designing other City of Palo Alto parking structures, makes them the ideal choice for redeveloping and advancing the project's design. Watry has a deep understanding of local regulations and project needs, ensuring both cost and time efficiency. Staff has emphasized the importance of leveraging Watry's prior work to reduce costs and avoid delays, citing their familiarity with the project, design continuity, and established relationships with consultants. In November 2024, the City Manager approved an exemption to competitive solicitation for design services with Watry Design, Inc. under PAMC Section 2.30.360(b).

Watry Design, Inc. Scope of Services

The contract with Watry Design, Inc. (Attachment A) outlines their services including conceptual designs, schematic designs, revised environmental documents, design development packages, construction documents, and construction support for a new above-ground Downtown Parking Garage at the existing surface parking Lot D.

Watry will develop preliminary design options that include space for a future residential component to align with the City's housing development goals. The full design of the residential component is not included in their proposal and will be reserved for a future developer to design and construct.

Staff will present conceptual options to the Council for approval before proceeding with schematic design and environmental review. While an Environmental Impact Report was certified, staff anticipates an addendum will be necessary to update the environmental document. Watry will present the new garage to the Architectural Review Board (ARB), Planning and Transportation Commission (PTC), and City Council as needed during the schematic design and design development phases. Additionally, Watry will provide construction cost estimates at the completion of the schematic design, design development, and construction document phases.

FISCAL/RESOURCE IMPACT

Funding for this contract is available in the Fiscal Year 2025 Adopted Capital Budget for the New Downtown Parking Garage project (PE-15007). The project will require additional funding sources, such as bonds, to support the construction of the garage.

STAKEHOLDER ENGAGEMENT

Staff will engage stakeholders for feedback through the design development process.

ENVIRONMENTAL REVIEW

Council action on this item is not a project as defined by the California Environmental Quality Act (CEQA) because the proposed contract is a preliminary agreement that does not constitute approval of the New Downtown Parking Garage project. The proposed contract includes additional environmental review of the Environmental Impact Report previously prepared for the Downtown Parking Garage certified by the Council on February 11, 2019, by adoption of Resolution No. 9818.³ That Environmental Impact Report will need to be revised based on City Council's approval of the concept design and further schematic design development.

ATTACHMENTS

Attachment A: Watry Design Inc., Contract No. C25193007

APPROVED BY:

Brad Eggleston, Director Public Works/City Engineer

³ Resolution No. 9818, February 11, 2019

<https://portal.laserfiche.com/Portal/DocView.aspx?id=18286&repo=r-704298fc>

CITY OF PALO ALTO CONTRACT NO. C25193007

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND WATRY DESIGN, INC.

This Agreement for Professional Services (this “Agreement”) is entered into as of the 2nd day of December, 2024 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and WATRY DESIGN, INC., a California corporation, located at 2099 Gateway Place, Suite 550, San Jose, CA 95110 (“CONSULTANT”).

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

RECITALS

A. CITY intends to redevelop the Downtown Parking Garage (the “Project”) and desires to engage a consultant to provide Design Services for the New Downtown Parking Garage 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 effective date of this agreement through December 31, 2027 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 Million One Hundred Eighty-Five Thousand Eighty-Four Dollars (\$2,185,084)**. 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 **Two Hundred Eighteen Thousand Five Hundred Eight Dollars (\$218,508)** 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 Million Four Hundred Three Thousand Five Hundred Ninety-Two Dollars (\$2,403,592)**, 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.

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

- BKF – Civil Engineering
- Cornerstone - Geotechnical
- Donnelly Design – Graphics & Signage
- The Engineering Enterprise - Electrical
- Hayes Group – Design Architect
- List Engineering – M/P/FP
- Mack 5 – Cost Estimating
- Merrill Morris – Landscape Architect
- WSP - Environmental

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Derek Beaudoin 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 Gloria Yu, Public Works Department, Engineering Division, 250 Hamilton Avenue, Palo Alto, CA, 94301, Telephone: 650-329-2484. 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.

☒[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall 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.

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

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from 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 not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

OR

☐ 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 a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.

OR



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

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

CONTRACT No. C25193007
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

WATRY DESIGN, INC.

Officer 1

City Manager

Signed by:
Jess McInerney, President
By: _____
E74026303EDB409...
Name: Jess McInerney, President
Title: CEO

APPROVED AS TO FORM:

City Attorney or designee

Officer 2

Signed by:
David LoLoco, Treasurer
By: _____
8782FEC8E5EC489...
Name: David LoCoco, Treasurer
Title: Director of Parking Design - Treasurer

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.

Task 1 Concept Design

CONSULTANT to present 3 options to PWE and once approved by PWE, to City Council for them to determine which option to move forward with into Schematic Design.

Watry – Architect / Structural

- 1.1 Attend virtual design review meetings with City staff – assume 12 total
- 1.2 Attend virtual meetings with design team – assume 12 total
- 1.3 Attend meetings with City staff and affordable housing developers – assume 2 total
- 1.4 Study (3) options for preliminary review with City staff and City Council:
 - Base Option: “Waverley Residential”
 - Option #1: “Maximum Parking” (no residential component)
 - Option #2: “Dogleg Residential”
- 1.5 For each option, perform a conceptual level Architectural Code Analysis, including exiting, travel distance, and openness.
- 1.6 For each option, prepare preliminary lateral analysis to determine seismic system requirements.
- 1.7 For each option, review cost estimates and provide necessary information to assist with pricing.
- 1.8 **Deliverables will include (for each option):**
 - Parking Level Plans with stall layout and vertical circulation cores
 - Typical Level Framing Plan
 - Exterior Elevations
 - Building Cross Sections

mack5 – Cost Estimating

- 1.9 Prepare detailed cost estimate and update as necessary
- 1.10 **Deliverables will include (for each option):**
 - Conceptual Design Cost Estimate

List Engineering – Mechanical, Plumbing, Fire Protection (M/P/FP)

- 1.11 Attend virtual meetings with design team – assume 12 total
- 1.12 Attend virtual meetings with City staff and affordable housing developers – assume 2 total
- 1.13 For each option, perform a conceptual level Mechanical Code Analysis.
- 1.14 For each option, review cost estimates and provide necessary information to assist with pricing.
- 1.15 **Deliverables will include (for each option):**

- PDF Markup of Architectural Floor Plans denoting room allocations

BKF – Civil

- 1.16 Site visit to verify no substantial changes to existing conditions compared to the 2016 survey
- 1.17 Review and provide feedback on site constraints and opportunities on 3 options provided by the Architect
- 1.18 ARB permit support
- 1.19 Attend virtual meetings and coordinate with Design Team and City, not more than 30 hours
- 1.20 **Deliverables will include (for each option):**
 - Existing Civil Site Plan
 - Proposed Civil Site Plan

Merrill Morris – Landscape Architect

- 1.21 Attend virtual design review meetings with City staff – assume 1
- 1.22 Attend virtual meetings with design team – assume 6
- 1.23 Develop plans that conceptually indicate pavements, site furniture, and planting locations
- 1.24 **Deliverables will include (for each option):**
 - Illustrative Plans, Elevations, and Sections

Hayes Group – Design Architect

- 1.25 Attend virtual design review meetings with City staff – assume 6 total
- 1.26 Attend virtual meetings with design team – assume 6 total
- 1.27 Attend meetings with City staff and affordable housing developers – assume 2 total
- 1.28 Review zoning and building code requirements relating to the three options.
- 1.29 Working from existing design drawings, develop unit yield studies and design concepts (up to 2 each) for the three options including elevator and stair requirements for the residential options. Options will be presented in 3 dimensional diagrams and drawings.
- 1.30 Review and coordinate project requirements with consultants for conceptual integration of systems.
- 1.31 Assist Watry Design with review of conceptual pricing prepared by others.
- 1.32 Prepare presentation for meeting with staff to review design, incorporate comments and feedback
- 1.33 **Deliverables will include:**
 - City Council Presentation

Task 2 Schematic Design

CONSULTANT to present to Architectural Review Board (ARB).

Watry – Architect / Structural

- 2.1 Attend virtual design review meetings with City staff – assume 12 total
- 2.2 Attend virtual meetings with design team – assume 12 total
- 2.3 Attend ARB, Planning, and Transportation Council related meetings – assume 12 total
- 2.4 Prepare and maintain project design schedule
- 2.5 Perform preliminary openness calculations.
- 2.6 Coordinate with City staff and design architect to determine allowance for public art.
- 2.7 Develop preliminary ADA exiting and drainage coordination design.
- 2.8 Coordinate parking structure design with adjacent uses and overall site layout.
- 2.9 Prepare calculations to determine sizes of typical columns, slabs, beams, and footings.
- 2.10 Refine lateral analysis model to further develop the seismic force resisting system.
- 2.11 Provide structural criteria for the Geotechnical Engineer and collaborate with the Geotechnical Engineer to determine the most appropriate foundation system.
- 2.12 Develop outline specifications (Table of Contents listing specifications to be developed with responsibility matrix).
- 2.13 Review cost estimates and provide necessary information to assist with pricing.
- 2.14 **Deliverables will include:**
 - Basis of Design (BOD) document: Letter will include design assumptions for the following elements: parking geometrics, stair/elevator layout, façade intent, access and revenue control, parking guidance system., seismic system, gravity system, foundation system
 - Parking Level Plans with stall layout, ADA/EV parking, vertical circulation cores, etc.
 - Foundation Plan

- Framing Plans
- Exterior Elevations
- Building Cross Sections
- Outline Specifications

Cornerstone – Geotechnical

- 2.15 Review the 2017 geotechnical report and perform supplemental engineering analysis to update recommendations per the 2022 CBC.
- 2.16 Attend virtual meetings with design team
- 2.17 **Deliverables will include:**
 - Supplemental letter presenting supplemental recommendations

mack5 – Cost Estimating

- 2.18 Prepare detailed cost estimate and update as necessary
- 2.19 **Deliverables will include:**
 - Schematic Design Cost Estimate

Donnelly – Graphics & Signage

- 2.20 Attend virtual meetings with design team – assume 3 total
- 2.21 Review plans to understand existing and planned conditions
- 2.22 Review cost estimates and provide necessary information to assist with pricing.
- 2.23 Develop schematic design concepts for primary garage identification including vertical circulation cores
- 2.24 **Deliverables will include:**
 - Plans and Details
 - Outline Specifications

List Engineering – M/P/FP

- 2.25 Attend virtual design review meetings with City staff – assume 2 total
- 2.26 Attend virtual meetings with design team – assume 12 total.
- 2.27 Prepare calculations to determine AC requirements, rain water drainage requirements and fire pump preliminary sizing.
- 2.28 Complete the Basis of Design report.
- 2.29 Develop outline specifications (Table of Contents listing specifications to be developed with responsibility matrix).
- 2.30 Review cost estimates and provide necessary information to assist with pricing.
- 2.31 **Deliverables will include:**
 - Basis of Design (BOD) document
 - M/P/FP Plans
 - Outline Specifications

The Enterprise Engineering (TEE) - Electrical and Low Voltage Design

- 2.32 Attend virtual design review meetings with City staff – assume 2 total
- 2.33 Attend virtual meetings with design team – assume 12 total
- 2.34 Review the program requirements developed by the Owner and Architect for the development of the Schematic Design Package.
- 2.35 Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
- 2.36 Prepare conceptual design descriptions of alternative electrical systems that will reduce costs and/or improve performance.
- 2.37 Attend virtual meetings (same as item 2.1 above) with the design team and Owner to obtain and coordinate information related to the electrical systems and site utilities to develop the Schematic Design package. Two (2) meetings have been included in this proposal.
- 2.38 Contact utility companies to begin coordination of incoming services.
- 2.39 Review cost estimates and provide necessary information to assist with pricing
- 2.40 **Deliverables will include:**
 - Basis of Design (BOD) document.

- Power and Low Voltage Single Line Riser Diagrams.
- Electrical and Low Voltage Room sizing
- Outline Specifications

BKF – Civil

- 2.41 Attend virtual design review meetings with City staff – assume 6 total
- 2.42 Attend virtual meetings with design team – assume 12 total.
- 2.43 Review cost estimates and provide necessary information to assist with pricing.
- 2.44 **Deliverables will include:**
 - Existing Conditions Plan
 - Grading and Drainage Plan
 - Utility Plan
 - Stormwater Control Plan
 - Basis of Design Document
 - Outline Specifications

Merrill Morris – Landscape Architect

- 2.45 Attend virtual design review meetings with City staff – assume 1
- 2.46 Attend virtual meetings with design team – assume 4
- 2.47 Further develop plans that indicating pavement, site furniture, and planting locations
- 2.48 Review cost estimates and provide necessary information to assist with pricing
- 2.49 **Deliverables will include:**
 - Basis of Design (BOD) Document
 - Outline Specifications
 - Planting, irrigation, paving and site material boards, and site plans

Hayes Group – Design Architect

- 2.50 Attend virtual design review meetings with City staff – assume 6
- 2.51 Attend virtual meetings with design team – assume 12
- 2.52 Attend ARB hearing to present the design – assume 2
- 2.53 Meet with City to confirm the one selected option and any necessary modifications coming out of the city council hearing.
- 2.54 Research design precedents and imagery for continued design and for presentation to City of Palo Alto.
- 2.55 Working from the original garage drawings, import building information into design software application for design studies. Design will be in either Sketchup or BIM model at our discretion. Prepare design studies based on the selected option including plans, elevations, building sections and 3D model that define the architectural concept identifying important aspects of design such as circulation, image, scale, proportions, form and preliminary materials, and colors for review with you.
- 2.56 Review zoning and building code regulations and confirm compliance design strategies.
- 2.57 Assist Watry Design in preparation of preliminary ARB planning application including drawings and applications and submit drawings through the online portal. This application can be limited to architectural drawings only.
- 2.58 Prepare for and attend, along with Watry Design, the DRC virtual meeting for review with city department and address city comments.
- 2.59 Prepare for and attend preliminary ARB hearing for presentation of the project.
- 2.60 Refine design based on ARB and staff comments and coordinate with Watry Design and consultants.
- 2.61 Review cost estimates and provide necessary information to assist with pricing
- 2.62 **Deliverables will include:**
 - Assist Watry Design in preparing planning application for formal submittal. This application will include all consultant's work. Prepare project description letter, photo realistic renderings, and materials board for submission. Fill out the Cal Green GB-1 form for planning application. One round of staff comments is included following formal submittal before application is deemed complete.

WSP – Environmental (Task 2A)

- 2.63 Attend virtual meetings with City staff and design team – assume 3

- 2.64 Prepare CEQA project description
- 2.65 Prepare Draft Initial Study that will include an evaluation of the environmental resources contained in the CEQA Guidelines Environmental Checklist. This will include the following:
 - discussion of existing conditions
 - Identification, analysis, and evaluation of potential environmental impacts relative to those previously disclosed in the 2019 EIR
 - Examination and recommendation of feasible mitigation measures to eliminate or minimize adverse environmental impacts
- 2.66 **Deliverables will include:**
 - Initial Study for City of Palo Alto review and comment

Task 3 Design Development

ARB, Planning, and Transportation Council approval to be completed before beginning this phase.

Watry – Architect / Structural

- 3.1 Review comments received from City staff regarding Schematic Design submittal and come to agreement with City staff on how to close them out.
- 3.2 Coordinate with consultants as needed to develop designs for all building systems, including civil, structural, mechanical, plumbing, electrical, lights, fire protection, security, emergency communications, and all site improvements and landscaping.
- 3.3 Coordinate (along with Civil and Electrical Engineer) with underground utility companies, City departments including CPAU for new utilities and relocations.
- 3.4 Attend virtual design review meetings with City staff – assume 8 total
- 3.5 Attend design review meetings with Public Arts Commission – assume 2 total
- 3.6 Attend virtual meetings with design team – assume 8 total
- 3.7 Update project design schedule
- 3.8 Coordinate ADA path of travel with preliminary drainage design.
- 3.9 Coordinate entry/exits with adjacent landscape and civil design.
- 3.10 Coordinate roof level drains with storm water treatment locations on-site.
- 3.11 Finalize lateral analysis for seismic force resisting system.
- 3.12 Prepare calculations to determine sizes for non-typical framing members.
- 3.13 Develop project specifications and coordinate with design team.
- 3.14 Further coordination with City staff and design architect for public art allowance (i.e. identifying in the drawings placeholder for public art either on the façade or at-grade)
- 3.15 Review cost estimates and provide necessary information to assist with pricing.
- 3.16 **Deliverables will include (50% and 100% DD):**
 - Parking Level Plans with stall layout, ADA/EV parking, vertical circulation cores, etc.
 - Enlarged Stair/Elevator Plans
 - Enlarged Sections
 - Exterior Elevations
 - Building Cross Sections
 - General Notes and General Details
 - Foundation Plan
 - Framing Plans
 - Preliminary Specifications

mack5 – Cost Estimating

- 3.17 Prepare detailed cost estimate and update as necessary
- 3.18 **Deliverables will include (50% and 100% DD):**
 - Design Development Cost Estimate

Donnelly – Graphics & Signage

- 3.19 Attend virtual meetings with design team – assume 3 total
- 3.20 Develop additional schematic design concept explorations of primary sign elements. These design approaches will be based on the following architectural approaches developed by Watry.

- 3.21 Prepare preliminary programming, including wayfinding analysis drawings, sign location plans, and sign schedules.
- 3.22 Review cost estimate and provide necessary information to assist with pricing
- 3.23 Deliverables will include (50% and 100% DD):**
 - Plans and Details
 - Preliminary Specifications

List Engineering – M/P/FP

- 3.24 Review comments received from City staff regarding Schematic Design submittal and come to agreement with City staff on how to close them out.
- 3.25 Attend virtual meetings with design team – assume 8 total
- 3.26 Attend virtual design review meetings with City staff – assume 4 total
- 3.27 Update project design schedule
- 3.28 Coordinate roof level drains with storm water treatment locations on-site.
- 3.29 Prepare AC and storm drainage calculations.
- 3.30 Develop project specifications and coordinate with design team.
- 3.31 Review cost estimates and provide necessary information to assist with pricing.
- 3.32 Deliverables will include (50% and 100% DD):**
 - M/P/FP Plans and riser diagrams
 - General Notes and General Details
 - Preliminary Specifications

TEE - Electrical and Low Voltage Design

- 3.33 Review comments received from City staff regarding Schematic Design submittal and come to agreement with City staff on how to close them out.
- 3.34 Attend virtual meetings with design team – assume 8 total
- 3.35 Attend virtual design review meetings with City staff – assume 4 total
- 3.36 Consult with inspection authorities to determine special code requirements.
- 3.37 Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
- 3.38 Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.
- 3.39 Coordinate space requirements with Architect for electrical and telecommunication rooms.
- 3.40 Layout electrical equipment to ensure that space allocated is sufficient.
- 3.41 Review lighting design requirements with the Architect and incorporate layout into our drawings.
- 3.42 Prepare an outline specification for electrical systems.
- 3.43 Preparation of preliminary, in-house calculations to verify Title 24 energy compliance (Title 24 documentation will not be issued as a part of the DD package).
- 3.44 Prepare drawings to include the following:
- 3.45 Site electrical plan.
- 3.46 Electrical room layout plans.
- 3.47 Review cost estimates and provide necessary information to assist with pricing
- 3.48 Deliverables will include (50% and 100% DD):**
 - Power and Low Voltage Plans
 - Lighting Plans
 - Electrical Schedules
 - Power and Low Voltage Single Line diagrams
 - Site Electrical Plan
 - Enlarged Electrical Room Plans
 - Preliminary Specifications

BKF – Civil

- 3.49 Review comments received from City staff regarding Schematic Design submittal and come to agreement with City staff on how to close them out.
- 3.50 Attend virtual meetings with design team – assume 8 total
- 3.51 Attend virtual design review meetings with City staff – assume 4 total

- 3.52 Review existing traffic signal system, including field visit and as-builts and recorded drawings, which BKF assume to be provided by the City. Will prepare preliminary traffic signal plan at the impacted locations identified during the previous ARB review: Hamilton Ave/Waverley St and Hamilton Ave/Gilman St. It is assumed the associated modifications and improvements are limited to areas immediately adjacent to the project frontage and the areas near and around the new controller cabinet located previously.
- 3.53 Review cost estimates and provide necessary information to assist with pricing
- 3.54 Work with design team, including Landscape Architect, to provide site improvements that will be in compliance with C.3 storm water treatment regulations.
- 3.55 Deliverables will include (50% and 100% DD):**
 - Existing Conditions Plan
 - Demolition Plan
 - Horizontal Control Plan
 - Typical Street Cross Sections
 - Site Grading & Drainage Plan
 - Utility Plan
 - Stormwater Control Plan
 - Preliminary Traffic Signal Plan
 - Preliminary Specifications

Merrill Morris – Landscape Architect

- 3.56 Review comments received from City staff regarding Schematic Design submittal and come to agreement with City staff on how to close them out.
- 3.57 Attend virtual meetings with design team – assume 8 total
- 3.58 Attend virtual design review meetings with City staff – assume 4 total
- 3.59 Further develop plans that indicating pavement, site furniture, and planting locations
- 3.60 Review cost estimates and provide necessary information to assist with pricing
- 3.61 Work with design team, including Civil Engineer, to provide site improvements that will be in compliance with C.3 storm water treatment regulations.
- 3.62 Deliverables will include (50% and 100% DD):**
 - Paving, Site Furniture, Planting and Irrigation Legends, Plans & Details
 - Preliminary Specifications
 - Updated Arborist Report

Hayes Group – Design Architect

- 3.63 Review comments received from City staff regarding Schematic Design submittal and come to agreement with City staff on how to close them out.
- 3.64 Attend virtual meetings with design team – assume 8 total
- 3.65 Attend virtual design review meetings with City staff – assume 4 total
- 3.66 Coordinate critical exterior face design details and provide review of Watry Design’s exterior drawings.
- 3.67 Review cost estimates and provide necessary information to assist with pricing
- 3.68 Deliverables will include (50% and 100% DD):**
 - Bluebeam markups for coordination

WSP – Environmental (Task 2A)

- 3.69 Attend virtual meetings with City staff and design team – assume 2
- 3.70 Attend in person meetings with Planning and Transportation Commission hearings – assume 2
- 3.71 Attend in person meeting with City Council for certification of the EIR – assume 1
- 3.72 Prepare an Addendum to the 2019 EIR. This will include the following:
 - Updated Mitigation Monitoring and Reporting Plan (MMRP) in a matrix format to ensure compliance with environmental commitments, including recording each mitigation commitment and identifying how each commitment will be met.
 - Assist City in preparing all required notices (WDP assumes that City staff will be responsible for distribution of the Addendum, including submittal of the Notice of Determination (NOD) to the State Clearinghouse (WSP to file), local stakeholders and posting with the County Clerk, including payment of required fee’s.
- 3.73 Deliverables will include:**

- Final IS / EIR Addendum / MMRP

Task 4 Construction Documents

Watry – Architect / Structural

- 4.1 Review comments received from City staff regarding Design Development submittal and come to agreement with City staff on how to close them out.
- 4.2 Attend virtual design review meetings with City staff – assume 12 total
- 4.3 Attend design review meetings with Public Arts commissions – assume 2 total
- 4.4 Attend virtual meetings with design team – assume 12 total
- 4.5 Update project design schedule
- 4.6 Validate solutions for parking structure design, such as: ramping, entries, parking space geometry, circulation, drive aisles, floor-to-floor height.
- 4.7 Finalize Architectural Code Analysis, including exiting, travel distance, and openness.
- 4.8 Finalize Foundation design coordination with Geotechnical requirements.
- 4.9 Designate on the Contract Documents all required Special Inspection and Testing
- 4.10 Review the effects of Secondary and Non-Structural elements on the Primary Structural system and design the Primary Structural System to accept and support such items.
- 4.11 Define all Delegated Design elements that are to be designed by Specialty Engineers.
- 4.12 Finalize structural calculations for the Primary Structural System to submit to the Governing Building Officials.
- 4.13 Finalize project specifications.
- 4.14 Finalize coordination with City staff and design architect for public art allowance.
- 4.15 Review cost estimates and provide necessary information to assist with pricing.
- 4.16 **Deliverables will include:**
 - Project Notes
 - Parking Level Plans with stall layout, ADA/EV parking, vertical circulation cores, etc.
 - Drainage Plans
 - Foundation, Slab-on-Grade, and Framing Plans
 - Exterior Elevations
 - Building Cross Sections
 - Enlarged Floor Plans and Enlarged Wall Sections
 - Architectural and Structural Details
 - Calculations
 - Specifications

Cornerstone – Geotechnical

- 4.17 Attend virtual meetings with design team
- 4.18 Review drawings and specifications that are to be issued for Plan Check
- 4.19 **Deliverables will include:**
 - Letter stating that the drawings issued for Plan Check are in conformance with the Geotechnical recommendations provided.

mack5 – Cost Estimating

- 4.20 Prepare detailed cost estimate and update as necessary
- 4.21 **Deliverables will include:**
 - Construction Documents Cost Estimate

Donnelly – Graphics & Signage

- 4.22 Review comments received from City staff regarding Design Development submittal and come to agreement with City staff on how to close them out.
- 4.23 Attend virtual design review meetings with City staff – assume 2 total
- 4.24 Attend virtual meetings with design team – assume 3 total
- 4.25 Develop final construction drawings for all sign types, including complete dimensioning, notations, construction, placement, and layout details for the base building sign package.
- 4.26 Do final coordination with the architect.
- 4.27 Develop final construction specifications and sign schedule.

4.28 Review cost estimates and provide necessary information to assist with pricing

4.29 Deliverables will include:

- Plans and Details
- Specifications

List Engineering – M/P/FP

4.30 Review comments received from City staff regarding Design Development submittal and come to agreement with City staff on how to close them out.

4.31 Attend virtual design review meetings with City staff – assume 2 total

4.32 Attend virtual meetings with design team – assume 12 total

4.33 Update project design schedule

4.34 Validate solutions for MPFP systems such as: AC requirements, fire pump room, sprinkler and standpipe layouts.

4.35 Finalize Mechanical, Plumbing and Fire Code Analysis.

4.36 Designate on the Contract Documents all required Special Inspection and Testing

4.37 Define all Delegated Design elements (fire protection).

4.38 Finalize project specifications.

4.39 Review cost estimates and provide necessary information to assist with pricing.

4.40 Deliverables will include:

- Project Notes
- M/P/FP plans and schedules
- Calculations
- Specifications

TEE - Electrical and Low Voltage Design

4.41 Review comments received from City staff regarding Design Development submittal and come to agreement with City staff on how to close them out.

4.42 Attend virtual design review meetings with City staff – assume 2 total

4.43 Attend virtual meetings with design team – assume 12 total

4.44 Final interface with other consultants to coordinate connection requirements.

4.45 Final coordination and verification of incoming service requirements with utility companies.

4.46 Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.

4.47 Prepare Title 24 energy compliance documentation for electrical systems.

4.48 Review documents with inspection authorities as required.

4.49 Review cost estimates and provide necessary information to assist with pricing.

4.50 Deliverables will include:

- Power and Low Voltage Plans
- Lighting Plans
- Electrical Schedules
- Power and Low Voltage Single Line diagrams
- Site Electrical Plan
- Enlarged Electrical Room Plans
- Electrical and Low Voltage Details
- Title 24 Forms
- Specifications

BKF – Civil

4.51 Review comments received from City staff regarding Design Development submittal and come to agreement with City staff on how to close them out.

4.52 Attend virtual design review meetings with City staff – assume 2 total

4.53 Attend virtual meetings with design team – assume 12 total

4.54 Provide detailed design of traffic signal modifications

4.55 Calgreen support

4.56 Storm and sanitary sewer analysis to confirm sizing of laterals.

4.57 Review cost estimates and provide necessary information to assist with pricing

4.58 Deliverables will include:

- Specifications
- Calculations
- Stormwater O&M Exhibits
- Drawings for Grading/Building Permit (onsite)
 - Notes & Legend
 - Existing Conditions
 - Demolition Plan
 - Horizontal Control Plan
 - Grading Plan (1)
 - Utility Plan
 - Fire Flow Requirements & Hydrant Plan
 - Stormwater Control Plan
 - Construction Details
 - Sedimentation and Erosion Control Plan
- Drawings for Streetwork Permit (offsite)
 - Civil Cover Sheet
 - General Notes
 - Public Works Engineering Services Standard Conditions
 - Existing Conditions Plan
 - Demolition Plan
 - Site Plan with Signage & Striping
 - Grading & Drainage Plan
 - Utility Plan & Lateral Profiles
 - Erosion Control Plan& Details
 - Best Management Practices
 - Construction Details
 - Traffic Signal Modification Plans

Merrill Morris – Landscape Architect

- 4.59 Review comments received from City staff regarding Design Development submittal and come to agreement with City staff on how to close them out.
- 4.60 Attend virtual design review meetings with City staff – assume 1 total
- 4.61 Attend virtual meetings with design team – assume 4 total
- 4.62 Further develop plans that indicating pavement, site furniture, and planting locations
- 4.63 Review cost estimates and provide necessary information to assist with pricing
- 4.64 **Deliverables will include:**
 - Paving, Site Furniture, Planting and Irrigation Legends, Plans & Details
 - Specifications

Hayes Group – Design Architect

- 4.65 Review comments received from City staff regarding Design Development submittal and come to agreement with City staff on how to close them out.
- 4.66 Attend virtual meetings with design team – assume 2
- 4.67 Coordinate critical exterior face design details and provide review of Watry Design’s exterior drawings.
- 4.68 Review cost estimates and provide necessary information to assist with pricing
- 4.69 **Deliverables will include:**
 - Bluebeam markups for coordination

Task 5 Permitting

CONSULTANT and All Sub-Consultants (Except Hayes, Mack 5 & WSP)

- 5.1 Attend virtual comment resolution meetings with City staff – assume 6 total
- 5.2 Attend virtual meetings with design team – assume 6 total
- 5.3 Review and respond to Governing Building Official’s comments. Watry will track and manage spreadsheet of plan check comments.

- 5.4 Prepare final permit package for approval by the Governing Building Official.
- 5.5 In general, the design team will be responsible for obtaining all permits or approvals that are known at the time the services are rendered. Anticipated permits include City Buildings Department, California Regional Water Quality Control Board, Santa Clara Valley Water District, City Utilities, and City Fire Department.

Task 6 Bidding

CONSULTANT and All Sub-Consultants (Except Hayes, Mack 5 & WSP)

- 6.1 Attend virtual meetings with design team and City staff – assume 4 total
- 6.2 Assist in response to bidder's inquiries.
- 6.3 Issue bid addendum's that include a cover page generally describing large changes. Changes will be shown with clouds and deltas.
- 6.4 Review and assist with contractor interviews and bid review

Task 7 Construction Administration

Watry – Architecture, Structural

- 7.1 Virtually attend weekly Owner/Architect/Contractor meetings to review construction progress. Assumed number of meetings is 52.
- 7.2 Review and respond to contractor change order requests.
- 7.3 Review submittals (these will be noted in the specifications) pertaining to items designed by Watry such as shop drawings, product data, samples and other data. Assumed number of submittals is 100.
- 7.4 Review submittals pertaining to Pre-Engineered Structural Elements specified by Watry and designed by Specialty Engineers. Review of Pre-Engineered Structural Elements shall be for the type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Assumed number of submittals is 10.
- 7.5 Review inspection reports from City and Special Inspectors.
- 7.6 Review post-tensioning elongation reports prior to trimming and capping of post-tensioned cables.
- 7.7 Review and respond to contractor Requests for Information (RFIs).
- 7.8 Issue Architectural Supplemental Information (ASI) as needed in coordination with all consultants.
- 7.9 Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents prepared by Watry. Assumed number of structural teamsite visits is 12. Assumed number of architectural team site visits is 12. Field Report documenting the progress of the work and identifying any noted deficiencies will be issued after each site visit.
- 7.10 Review the construction and prepare punch list after completion of construction. Assume 2 site visits to resolve punch list items.

List Engineering – M/P/FP

- 7.11 Review submittals (these will be noted in the specifications) such as shop drawings, product data, and record "as-built" drawings.
- 7.12 Respond to field RFI's and prepare clarification instructions as needed.
- 7.13 Attend construction coordination meetings on an as-needed/as-requested basis.
- 7.14 Visit site periodically to verify compliance with construction documents. We have included (3) trips to the site. Field Report documenting the progress of the work and identifying any noted deficiencies will be issued after each site visit.
- 7.15 Review the construction and prepare punch list after completion of construction. Assume 2 site visits to resolve punch list items.

TEE - Electrical and Low Voltage Design

- 7.16 Review submittals (these will be noted in the specifications) such as shop drawings, product data, and record "as-built" drawings.
- 7.17 Respond to field RFI's and prepare clarification instructions as needed.
- 7.18 Attend construction coordination meetings on an as-needed/as-requested basis.
- 7.19 Visit site periodically to verify compliance with construction documents. We have included (3) trips to the site.
- 7.20 Review the construction and prepare punch list after completion of construction. Assume 2 site visits to resolve punch list items.

BKF – Civil

- 7.21 Review submittals (these will be noted in the specifications) such as shop drawings, product data, and record “as-built” drawings.
- 7.22 Respond to field RFI’s and prepare clarification instructions as needed.
- 7.23 Visit site periodically to verify compliance with construction documents. We have included (8) trips to the site. Field Report documenting the progress of the work and identifying any noted deficiencies will be issued after each site visit.
- 7.24 Review the construction and prepare punch list after completion of construction. Assume 2 site visits to resolve punch list items.

Merrill Morris – Landscape Architect

- 7.25 Review submittals (these will be noted in the specifications) such as shop drawings, product data, and record “as-built” drawings.
- 7.26 Respond to field RFI’s and prepare clarification instructions as needed.
- 7.27 Attend construction coordination meetings on an as-needed/as-requested basis.
- 7.28 Visit site periodically to verify compliance with construction documents. We have included (3) trips to the site. Field Report documenting the progress of the work and identifying any noted deficiencies will be issued after each site visit.
- 7.29 Review the construction and prepare punch list after completion of construction. Assume 2 site visits to resolve punch list items.

Hayes Group – Design Architect

- 7.30 Review submittals (these will be noted in the specifications) such as shop drawings, product data, and record “as-built” drawings.
- 7.31 Respond to field RFI’s and prepare clarification instructions as needed.
- 7.32 Attend construction coordination meetings on an as-needed/as-requested basis.
- 7.33 Visit site periodically to verify compliance with construction documents. We have included (8) trips to the site. Report documenting the progress of the work and identifying any noted deficiencies will be issued after each site visit.
- 7.34 Review the construction and prepare punch list after completion of construction. Assume 2 site visits to resolve punch list items.

Task 8 Project Closeout

Watry, BKF, Merrill Morris, List, TEE

- 8.1 Issue Record Drawings after receiving “As-Built” drawings from General Contractor. Drawings will be issued via pdf and Revit.
- 8.2 Visit the project with City staff before the warranty period expires (approximately 10 months) to review project status and advise City on warranty items that should be fixed.

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.

APPROVED:
CITY OF PALO ALTO

BY:
Name
Title
Date

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

APPROVED:
COMPANY NAME:

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 Weeks (as specified below) from NTP
1. Task 1 Concept Design	12 weeks
2. Task 2 Schematic Design	24 weeks
3. Task 2A Environmental Report	32 weeks
4. Task 3 Design Development	32 weeks
5. Task 4 Construction Documents	44 weeks
6. Task 5 Permitting	52 weeks
7. Task 6 Bidding	60 weeks
8. Task 7 Construction Administration	112 weeks
9. Task 8 Project Closeout	116 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 (Concept Design)	\$228,845.00
Task 2 (Schematic Design)	\$348,106.00
Task 2A (Environmental Report)	\$39,127.00
Task 3 (Design Development)	\$395,925.00
Task 4 (Construction Documents)	\$519,695.00
Task 5 (Permitting)	\$98,190.00
Task 6 (Bidding)	\$41,206.00
Task 7 (Construction Administration)	\$437,780.00
Task 8 (Project Closeout)	\$56,210.00
Sub-total for Services	\$2,165,084.00
Reimbursable Expenses (if any)	\$20,000.00
Total for Services and Reimbursable Expenses	\$2,185,084.00
Additional Services (if any, per Section 4)	\$218,508.00
Maximum Total Compensation	\$2,403,592.00

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 noted below up to the not-to-exceed amount of: **\$20,000.00..**

- A. Reprographics
- B. Postage and courier services (UPS/FedEx, etc.), US Mail fees
- C. Permit and Clerk-Recorder fees

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

Any expense anticipated to be more than \$3,000 must be approved in writing in advance by the City's Project Manager.

EXHIBIT C-1 SCHEDULE OF RATES

CONSULTANT's schedule of rates is as follows:

Watry Architect	Labor Categories	Hourly Rate
	Principal	\$350.00
	Senior Project Manager	\$260.00
	Project Manager	\$250.00
	Assistant Project Manager	\$245.00
	Job Captain	\$240.00
	Staff Designer	\$210.00

Watry Structural	Labor Categories	Hourly Rate
	Principal	\$360.00
	Senior Project Manager	\$260.00
	Project Manager	\$250.00
	Assistant Project Manager	\$245.00
	Job Captain	\$240.00
	Staff Designer	\$210.00

SUB-CONSULTANT's schedule of rates is as follows:

Hayes Group	Labor Categories	Hourly Rate
	Principal	\$345.00
	Associate Architect	\$225.00
	Staff Designer	\$160.00

BKF	Labor Categories	Hourly Rate
	Associate Principal	\$273.00
	Project Manager	\$260.00
	Engineering Manager	\$239.00
	Project Engineer	\$195.00
	Design Engineer	\$170.00

Merrill Morris	Labor Categories	Hourly Rate
	Principle	\$264.00
	Senior Landscape Architect/PM II	\$183.15
	Landscape Designer IV	\$127.05

List Engineering	Labor Categories	Hourly Rate
	Principal	\$205.00
	Sr Engineer	\$185.00
	CAD	\$135.00

The Enterprise Engineering	Labor Categories	Hourly Rate
	Principal	\$300.00
	Associate	\$260.00
	Senir Engineer/ Project Manager	\$250.00
	Engineer/ Designer	\$230.00
	Revit/ CAD Technician	\$190.00
	Administrative Staff	\$145.00

Donnelly Design	Labor Categories	Hourly Rate
	Principal	\$215.00
	Project Manager & Design Lead	\$160.00
	Staff Designer	\$125.00

Cornerstone	Labor Categories	Hourly Rate
	Principle	\$265.00
	Project Engineer	\$215.00
	Staff Engineer	\$168.00

Mack 4	Labor Categories	Hourly Rate
	Senior Cost Manager	\$219.00
	MEP Cost Estimator	\$216.00

WSP	Labor Categories	Hourly Rate
	VP	\$276.01
	Environmental Planner	\$118.73
	Formatter/Production Editor	\$100.48
	Asst. Environmental Planner/Graphics/GIS	\$86.26

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.

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	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: 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**

From: [Stew Plock](#)
To: [Council, City](#)
Subject: Please Pull Item #8 from 12/2 Council Consent Calendar
Date: Sunday, December 1, 2024 9:38:53 PM

CAUTION: This email originated from outside of the organization. Be cautious of opening attachments and clicking on links.

Mayor Burt and Council Members, please pull Item #8 from the 12/2 Council meeting agenda, for further analysis and discussion.

The item would authorize design, EIR and administration work for a new downtown parking garage. As is often the case with technology in general these days, transportation technologies that were seen as in the distant future have arrived much sooner than expected, obviating the need for other capital investments once seen as necessary, like big, centralized garages.

That is the case with self driving "autonomous" vehicles (AVs). For example, not only are Waymo's robotaxis being introduced now on our city streets, but the company is already providing 150,000 rides a week in three metro areas. With our city's council behind wide deployment of AVs (cars or small buses), we could see in 10 years time a drastic reduction of privately owned cars in downtown Palo Alto...significantly reduced traffic, no need for more parking, easier for shoppers to get downtown without the hassles of finding parking near retail, etc. European cities are doing it now, through what's referred to as Mobility as a Service (MaaS).

The proposal for another parking garage for downtown was disapproved 4 years ago. Now there are even **more** reasons to discuss another similar proposal and to reject it again...please pull the #8 item for further discussion.

Stew Plock, Channing House senior community resident, and member of our Parking and Transportation Working Group and our CarFree Committee