



REQUEST FOR PROPOSALS

On-Call Environmental Consulting &
Engineering Services

**COOLEY LANDING SITE
CITY OF EAST PALO ALTO, CA**

Issue Date: March 11, 2026



CITY OF EAST PALO ALTO

Incorporated in 1983
2415 University Avenue
East Palo Alto 94303
Telephone: (650) 853-3100

REQUEST FOR PROPOSALS

On-Call Environmental Consulting & Engineering Services

PURPOSE

The City of East Palo Alto (City) is soliciting Proposals from experienced and qualified environmental consulting and engineering firms to provide as-needed, on-call services related to environmental compliance, site assessment, and engineering inspections at the Cooley Landing site. The primary scope of work includes soil gas mitigation, engineering cap inspection, and sea level rise assessment. The City's goal is to enter into a 5 year contract with a consulting firm to provide the services mentioned in this RFP.

PROPOSAL SUBMITTAL REQUIREMENTS

To be considered, each bidder must submit a complete response to this Request for Proposals (RFP) and address all Selection Criteria. Proposals must clearly demonstrate the firm's understanding of the requested services and its qualifications to perform the work. All proposals must be signed in ink by an individual authorized to bind the firm.

Proposals must be clearly marked "**Cooley Landing Environmental Services RFP**" and received no later than **May 7, 2026**. The bidder is solely responsible for ensuring timely delivery. Late or faxed proposals will not be considered.

The content of this RFP, its scope of work, the submitted proposal, and any mutual understanding resulting from oral presentations will become contractual obligations if a contract ensues. The failure of the successful bidder to accept these obligations may result in the cancellation of the proposed contract. The City reserves the right to interview key personnel assigned by the successful bidder to this project and to reject proposals.

NONDISCRIMINATORY PRACTICES

In accordance with Title VI of the Civil Rights Act of 1964, the City hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, or national origin for an award.

The contractor awarded the contract will be subject to the Anti-Harassment Policies adopted by the City Council of the City of East Palo Alto.

LIABILITY

The City of East Palo Alto assumes no responsibility or liability for costs incurred by the contractor prior to the signing of an agreement. The total liability of the City of East Palo Alto is limited to the terms and conditions of any contract resulting from this RFP.

INDEMNIFICATION

The contractor shall indemnify and hold harmless the City of East Palo Alto, its agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the work. The contractor assumes full responsibility for compliance with all applicable local, state, and federal laws and regulations, including the Occupational Safety and Health Act of 1970 (OSHA).

GENERAL PROPOSAL REQUIREMENTS

The proposals shall include the following:

- Name of firm, business address, contact person, telephone number, and email address.
- A detailed fee schedule for all relevant job classifications, including hourly and overtime rates.
- A minimum of three references from government organizations, preferably in California and the San Francisco Bay Area, for similar environmental assessment and remediation projects, with demonstrated experience in projects involving inter-agency coordination.

- A comprehensive description of the firm, its history, personnel qualifications, and the full range of services provided.
- A statement explaining why the firm is best suited to provide these services to the City of East Palo Alto.
- Copies of all applicable professional licenses, certifications, and insurance certificates (e.g., worker's compensation, general liability, professional liability).
- Any other pertinent information that will assist the City in evaluating the firm's capabilities, such as a recent financial statement or bonding certification.

SELECTION CRITERIA

Responses to this RFP will be evaluated based upon the following factors:

I. Capability, Qualifications, and References (40%)

- The written proposal should demonstrate the firm's ability to meet all terms of the RFP.
- The proposal must document the competence, training, and experience of personnel to be assigned to the project, with a particular focus on environmental site assessments, soil gas mitigation, and engineering cap inspections.
- Demonstrated understanding and implementation of Best Management Practices (BMPs) for environmental site work, including minimizing land disturbance and preventing contamination.
- Experience with projects under the oversight of the Regional Water Quality Control Board (RWQCB) is highly desirable.

II. Method of Approach (30%)

- The proposal will be evaluated on the clarity, completeness, and effectiveness of the proposed Work Plan for addressing the scope of services.

III. Price (30%)

- The proposal will be evaluated based on the total cost of labor and services as detailed in the provided fee schedule.

NEED FOR SERVICE SCOPE OF WORK

The City of East Palo Alto requires on-call environmental consulting and engineering

NEED FOR SERVICE SCOPE OF WORK

The City of East Palo Alto requires on-call environmental consulting and engineering services for the Cooley Landing site. An overdue inspection has created urgency for the timely execution of this work. The selected contractor will provide as-needed services, including but not limited to:

Project Background

The Cooley Landing site is subject to oversight by the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) and is listed in the GeoTracker database (Global ID: T10000001713). All work performed must comply with applicable local, state, and federal regulations, including AB2886 (GeoTracker) requirements for surveying and data submission. The site is jointly managed through a Partnership Agreement between the City of East Palo Alto and the Midpeninsula Regional Open Space District (MROSD). The contractor will be expected to understand and adhere to the roles and responsibilities outlined in this agreement, particularly concerning site access, maintenance, and coordination. The approved July 13, 2012 Operations & Maintenance (O&M) Plan for the site specifies protocols for intrusive work within the engineered cap and for handling potentially-impacted burned waste. This O&M Plan, along with the Cooley Landing Partner Agreement, will be provided as reference documents.

I. Scope of Services Soil Gas Mitigation: Conduct assessments and, if necessary, design and oversee the implementation of soil gas mitigation measures to address potential vapor intrusion risks. This work must adhere to the protocols for intrusive work specified in the approved July 13, 2012 Operations & Maintenance Plan for the site. Specific Soil Gas Mitigation System (SGMS) O&M activities include:

1. Conduct quarterly and annual visual inspections and monitoring at ten designated locations associated with the passive venting and detection system. These locations include the kitchen, mechanical room, office, women's restroom, men's restroom, trash room, west vent riser, east vent riser, indoor restroom air, and the pump station/manhole interior atmosphere. Inspections should include verification of system integrity, proper operation of venting components, and documentation of any observed deficiencies or maintenance needs.
2. Maintain detailed records of all inspections, including dates, observations, instrument readings, and corrective actions taken. All data should be compiled in a clear and organized format for reporting purposes.
3. Prepare and submit an annual summary report to the San Mateo County Department of Environmental Health and the Regional Water Quality Control Board. The report should summarize inspection findings, trends, maintenance activities, and any corrective measures implemented during the reporting period. In addition, ensure that each report is uploaded to GeoTracker in accordance with regulatory requirements.

II. Engineering Cap Inspection: Perform comprehensive inspections of the existing engineered cap to evaluate its integrity, identify any signs of degradation or failure, and provide recommendations for maintenance or repair. This includes adherence to the protocols for intrusive work specified in the approved July 13, 2012 Operations & Maintenance Plan for the site. Specific Soil Cap Inspection requirements include:

- • **Inspection Frequency:** Quarterly for the first year (or as long as post-closure issues exist), transitioning to annual monitoring thereafter. Long-term monitoring schedule adjustments (e.g., 5-year/10-year) will be based on site conditions. Additionally, post-storm monitoring shall be conducted following significant storm events to assess any potential impacts to the engineered cap.
- • **Inspection Items:** Visual inspection of site security/fencing (damage, breaks, wear/corrosion, gate movement, locks, piping/undermining), cover fill (exposed wastes, settlement, subsidence, erosion, cracks, localized settlement, water ponding, surficial slumping), drainage and erosion control (excessive erosion, slumping/sliding, exposed waste, ponded water), and irrigation/water lines (flexible connectors, secondary containment, moisture sensors, rain sensors, automatic shut-off valves).
- • **Reporting:** Annual Monitoring Summary Reports summarizing periodic inspections and documenting completions, delays, or failures to repair any identified items. Reports will be submitted to the Local Enforcement Agency (LEA) no later than 60 days after the annual inspection. All reports, analytical data, and well information must be uploaded to GeoTracker.

III. Groundwater Monitoring Support: Provide technical support related to the ongoing groundwater monitoring program, including coordination with the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) and review of monitoring data and reports. This includes support for the installation of three 2-inch diameter monitoring wells (MW-1, MW-2, MW-3) and continuous water level monitoring for a 12-month period using pressure transducers. All work must comply with AB2886 (GeoTracker) requirements for surveying and data submission, and well installation permits must be obtained from the County of San Mateo Health Department - Groundwater Protection Program.

IV. Compliance Reporting: Prepare all necessary reports and documentation to ensure compliance with local, state, and federal regulations, including those of the SFBRWQCB. This includes preparing an Addendum to the SLRVA, monthly data processing and equipment inspection reports, and a final supplement with water level graphs, sea level comparison, and adaptation recommendations. All reporting must be submitted to the GeoTracker database (Global ID: T10000001713).

- a. Capabilities and resources of the firm to perform the contracted work.
- b. Proposals and experience of key individuals.
- c. Ability to complete the work on a short schedule and timeline.
- d. Cost effectiveness.
- e. How well the submitted proposal for service fits the needs of the city.
- f. Experience and qualifications of project manager

The above selection criteria are provided to assist responders to proposals and are not meant to limit other considerations that may become apparent during the selection process.

Proposals will be reviewed and evaluated by the City of East Palo Alto, and a recommendation for award of contract will be presented to the East Palo Alto City Council for disposition. Incomplete and/or late proposals will not be considered.

Reservation of Rights

The City of East Palo Alto reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of East Palo Alto reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected bidders to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed via email to jfelix@cityofepa.org.

Jessica Felix
Management Analyst
1960 Tate Street
East Palo Alto, CA 94303
Email: jfelix@cityofepa.org

Sample

GENERAL CONSTRUCTION CONTRACT

This General Construction Contract ("Contract") is made at East Palo Alto, California, dated for reference this _____ day of __, 20__, by and between the City of East Palo Alto, a municipal corporation ("City") and [type in Contractor's name], a [type in the type of entity], hereinafter referred to as "Contractor", who agree as follows:

1. Scope of Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of furnishing all labor, materials, equipment, tools and services necessary to [type project description], as further set forth in the Scope of Work, Exhibit A. The Project also includes [type additional information if necessary], as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by [type who prepared Plans and Specifications] and adopted by the City. These Plans and Specifications are entitled [type exact name of Plans and Specifications].

The contractor understands and agrees that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this contract the City Engineer for Construction or an employee of the City who will be designated in writing by the Public Works Director.

2. Contract Price. The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] ([insert dollar amount in number- e.g., \$2,550.13]) subject to final determination of work performed and materials furnished at unit prices per Exhibit "A", and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate(s) No. [type number(s) of alternatives]. All other Additive Alternate(s) are rejected by City and are not included in this contract.

3. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond; Payment Bond; Guaranty; Plans and Specifications for [type name of project], Project No. [type project number]. These documents are all incorporated herein by reference.

This Contract also contains the following Exhibits, attached and incorporated by reference:

- Exhibit A – [Type in Contractor's name] Construction Bid Proposal
- Exhibit B – Faithful Performance Bond
- Exhibit C – Labor and Materials Bond

Exhibit D – Insurance Requirements

Exhibit E – City of East Palo Alto’s Policy Against Discrimination, Harassment, and Retaliation

The documents incorporated by reference and any exhibits, including any attachments, comprise the complete contract and are collectively referred to as the Contract Documents. Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

4. Permits. Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by City. The contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should City at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed, or change be made unless in pursuance of a written order from the Public Works Director or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration _____(XXX) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify City a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the City may arrange for mill or factory inspection and testing of same, if City requests such notice from Contractor.

9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, City may serve written notice upon Contractor and its surety of City's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to City for any excess cost occasioned City thereby, and in such event City may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. City's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which City may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, City may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. The City may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing City shall be deemed the agent of the Contractor and any payment so made by City shall be considered as a payment made under the Contract by City to the Contractor and City shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for

written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

City: City of East Palo Alto
Public Works Maintenance Division
Attn: Jay Farr
150 Tara Road
East Palo Alto, CA 94303

Contractor: _____

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of City.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless City agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required as set forth in Exhibit B has been obtained and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the City with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability

endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the City of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless City and all its officers, employees, agents, independent contractors and volunteers against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of City, or of City's officials, agents, employees, independent contractors or volunteers who are directly responsible to City. Contractor shall make good and reimburse City for any expenditures, including reasonable attorneys' fees, City may make by reason of such claim or litigation, and, if requested by City, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to City, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records

shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the City's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the City, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Public Works Director, City of East Palo Alto, 1960 Tate Street, East Palo Alto, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids, nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against City.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to City within one year of the date of acceptance of completion of this Contract by City, Contractor will forthwith remedy such defect or defects without cost to City.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to City for liquidated damages in the sum of _____ Hundred and No/100 Dollars (\$XXX.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by City since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by City from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to City for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF EAST PALO ALTO
a municipal corporation

[INSERT CONTRACTOR'S NAME &
TYPE OF COMPANY]

License No. _____

By _____
Melvin E. Gaines
City Manager

By _____
[INSERT NAME]
[INSERT TITLE]

By _____
James Colin
City Clerk

By _____
[INSERT NAME]
[INSERT TITLE]

APPROVED AS TO CONTENT

By _____
Humza Javed
Public Works Director

APPROVED AS TO FORM:

John D. Lê
City Attorney

Exhibit A
Pricing Sheet

No.	Position/Title	Hourly Rate	Overtime Rate	Emergency Rate
1	Consultant to add	\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
6		\$	\$	\$
7		\$	\$	\$
8		\$	\$	\$
9		\$	\$	\$
10		\$	\$	\$
11		\$	\$	\$
12		\$	\$	\$
13		\$	\$	\$
	Total			

1. Material markup percentages: % _____
2. Hours of operation M-F: _____
3. Normal response time: _____
4. Other charges: \$ _____

EXHIBIT B

INSURANCE REQUIREMENTS

PLEASE GIVE TO YOUR INSURANCE AGENT

There shall be a contractual liability endorsement extending the GRANTEE'S coverage to include the contractual liability assumed by the GRANTEE pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 22 of the Agreement of any pending cancellation of the policy. GRANTEE shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

A. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.

B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

D. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

E. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that

such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured. B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.

F. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

G. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).

H. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.

I. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.

J. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

K. The City of East Palo Alto, its Council Members, subsidiary agencies, directors, officers, agents, employees, and servants shall be named as additional insured on any such policies of comprehensive general and automobile liability insurance, except professional liability and worker's compensation, which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

EXHIBIT C

CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and CONSULTANTS as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation or increase the legal liability of the City.

III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION

Any City employee, volunteer, intern, vendor, CONSULTANT, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported. Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

V. INVESTIGATION AND RESOLUTION

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and CONSULTANTS, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

VI. OUTSIDE ADMINISTRATIVE AGENCIES

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212
U.S. Equal Employment Opportunity Commission 1.800.669.4000