



City of Palo Alto

City Council Staff Report

(ID # 5164)

Report Type: Consent Calendar

Meeting Date: 11/10/2014

Summary Title: Approval of Contract with the Downtown Streets Team

Title: Approval of a Three Year Contract with Downtown Streets, Inc. in a Total Amount Not to Exceed of \$470,616 for Maintenance Services for the City's Five Downtown Parking Garages, Downtown Sidewalks and Alleys, Lytton and Cogswell Plaza, the Stanford/Palo Alto Playing Fields, and the Old Community Garden, and Provide Outreach Case Management Services to the Downtown Core with the Intent of Linking Homeless Individuals to Community and Housing Services.

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that City Council approve, and authorize the City Manager or his designee to execute, the attached contract with the Downtown Streets Team, Inc. (Attachment A) in the amount of \$156,872 per year for a term of three years in an amount not to exceed \$470,616 for cleaning in the City's five downtown parking garages and on University Business District sidewalks, alleys and plazas; peer to peer outreach; and case management services for the homeless.

Background

The downtown business district is maintained in a safe, clean and appealing manner. Downtown Palo Alto attracts visitors, shoppers, diners, employees and local residents, who expect a positive experience when using downtown services. Not only is cleanliness an important civic priority, it is essential to maintaining a healthy and vital economic environment which continues to generate healthy tax revenues.

The Downtown Streets Team (DST) was founded by the Palo Alto Business Improvement District (BID) in the hopes of reducing panhandling, to provide re-

entry skills to the homeless and to clean downtown's streets. The DST is a program aimed at reducing homelessness by modeling positive behavior among the homeless population. By participating in the program the homeless are able to work with a case manager to work towards obtaining housing and other life support credits. Additionally, DST staff is in a unique position to provide outreach and discourage inappropriate behaviors particularly in the parking garages. Each member of DST is evaluated on his or her individual performance and is recognized for his or her accomplishments. The skills learned through this program can then be used by the individuals to seek further employment. The City has been using DST since 2006 and because of the increased DST presence in the downtown garages the homeless problem in the downtown area has been somewhat reduced.

In 2010, discussions took place with downtown stakeholders including the BID and Palo Alto Downtown Professional and Business Association (PAd), and a combination of services was requested to raise the standards of cleanliness in the area. After these discussions, it was decided to increase the current DST level of service. The enhanced services included emptying overflowing garbage receptacles on University Avenue on Saturday and Sunday afternoons, cleaning the alleyways, picking up litter in the five parking structures (S & L, R, J, Q and Civic Center), and providing a roving patrol moving every 30 minutes through each garage where facilities are checked for homeless persons, suspicious vehicles, skateboarders, roller skaters, bicyclists, and other safety hazards which are reported to the appropriate department for cleanup or removal. City staff also inspects downtown areas periodically and any problems or issues related to the DST work are addressed and responded to within 48 hours.

Discussion

DST staff provide maintenance services seven days a week in the parking garages, sidewalks and alleys; Lytton and Cogswell plazas; and various other locations in the downtown area. Services include: picking up litter and emptying trash recepticals; reporting safety hazards and areas in need maintenance to City staff; wiping down and rearranging tables and chairs in Lytton Plaza; reporting vandalism and graffiti; and notification of suspicious persons and vehicles to the authorities. DST has been working with City staff to develop a schedule to track and monitor their activities on a daily basis. This schedule of performance is outlined in Exhibit B of the attached contract.

As part of the contract the contractor will provide a Case Manager as a conduit between DST and the City. In addition to the structured schedule for the DST workers, the Case Manager has additional requirements. The Case Manager shall provide outreach services at a minimum of four hours per week. DST shall also provide Case Management sessions and project support at a minimum of twelve (12) hours per week. The DST Case Manager will provide a monthly written report to the City and attend a quarterly meeting with a Community Services Department manager. They shall also attend monthly meetings with PAD to report on the current progress of the DST.

Since DST is the only vendor that uses a peer-to-peer model to provide outreach to homeless individuals while providing services to the downtown area, this contract meets the requirements for exemption from solicitation based on Municipal Code section 2.30.360 (D)

Resource Impact

Funding for year one of the contract was approved in the FY 2015 University Avenue Parking Permit Fund budget (\$132,248) and the Community Services Department's General Fund operating budget (\$24,624). Funding for contract years two and three are subject to the annual appropriation of funds. As part of the FY 2016 budget development, staff intends to review the funding sources for this contract. The cost of this contract remains the same as currently paid to Downtown Streets Team, Inc. for the same service level.

Policy Implications

Approval of the agreements is consistent with existing City policies.

Environmental Review

These services do not constitute a project for the purposes of the California Environmental Quality Act.

Attachments:

- A - Downtown Streets Team Contract (DOC)

**FOR: MINOR PUBLIC WORKS, JANITORIAL, MAINTENANCE, OTHER
NON-PROFESSIONAL SERVICES**

CITY OF PALO ALTO CONTRACT NO. 15156621

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 11th day of NOVEMBER, 2014, by and between the **CITY OF PALO ALTO, a California Chartered Municipal Corporation** (“**CITY**”), and **DOWNTOWN STREETS TEAM, INC.**, a California public benefit non-profit corporation, located at 1671 The Alameda, Suite 306, San Jose, Ca 95126, Telephone Number: (650) 305-1174 (“**CONTRACTOR**”). In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services (“Services”) described in the Scope of Services, attached as Exhibit A.

2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “B” - Schedule of Performance
- “C” - Compensation
- “D” - Insurance Requirements
- “E” - Performance and/or Payment Bond
- “F” - Liquidated Damages

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. TERM.

The term of this Agreement is from November 11, 2014 to November 10, 2017 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached as Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of _____ dollars (\$ _____); **OR**
- The sum of _____ dollars (\$ _____) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$ _____); **OR**
- A sum calculated in accordance with the fee schedule set forth in Exhibit C, not to exceed a total maximum compensation amount of One Hundred Fifty Six Thousand Eight Hundred Sixty Eight dollars (\$156,872.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- The City has set aside the sum of _____ dollars (\$ _____) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from

the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**

CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. INVOICING. Send all invoices to the CITY, Attention: Project Manager. The Project Manager is: Todd Seeley, Dept.: Public Works, Telephone: (650) 496-5945. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE. CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.

B. QUALIFICATIONS. CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

D. SUBCONTRACTORS. CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.

- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services.
CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- H. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- I. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- J. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- K. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- L. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- M. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit D. Insurance must be provided by companies with a Best's Key rating of A-VII or higher and which are otherwise acceptable to the City's Risk Manager. The City's Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City's Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY's Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY's Risk Manager. CONTRACTOR shall include all subcontractors as insured

under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

- N. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section M relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. The CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.
- O. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR 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.
- P. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- Q. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY, CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to Contractor's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- R. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.
- S. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR 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 this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no City Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.

T. GOVERNING LAW. This contract shall be governed and interpreted by the laws of the State of California.

U. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

V. 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. 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 Contract 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 Contract.

W. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with the City's Environmentally Preferred Purchasing policies which are available at the City's Purchasing Department which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of the 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, Contractor shall comply with the following zero waste requirements:

- All printed materials provided by Contractor 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 the 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.
- Goods purchased by Contractor on behalf of the City shall be purchased in accordance with the 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 Office.
- Reusable/returnable pallets shall be taken back by the Contractor, at no additional cost to the City, for reuse or recycling. Contractor shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

X. AUTHORITY. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Y. CONTRACT TERMS: All unchecked boxes do not apply to this Contract.

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

CITY OF PALO ALTO

DOWNTOWN STREETS TEAM INC

City Manager or Designee
(Required on contracts \$85,000 and over)

By _____

Name _____

Title _____

Telephone: _____

Purchasing Manager or Designee

Approved as to form:

EXHIBIT A
SCOPE OF SERVICES

STREET CLEANING SERVICES

Task 1

Contractor shall perform ongoing Street Cleaning Services, which includes cleaning of parking garages, sidewalks and alleyways in the Palo Alto area. These services shall be performed according to the attached schedule, and shall be performed at a minimum by a two person crew. The level of service provided shall include, but not be limited to, picking up litter, emptying trash receptacles along University Avenue, reporting suspicious persons and vehicles to the proper authorities, reporting safety hazards such as raised sidewalks and lights that are out, and reporting cases of vandalism and graffiti. Contractor shall also, through the use of their employees, encourage other homeless individuals to explore other options, and to explain all of the services that are available to homeless individuals.

Task 2

Contractor shall provide Cleaning Maintenance Services for the following locations at the prescribed frequencies:

Lytton Plaza – Maintenance service shall include, on a daily basis, the removal of trash and litter, the re-arranging of chairs in the plaza, and wiping down all tables and chairs located in the plaza. Garbage receptacles shall be serviced as well to ensure that no receptacles are overflowing. All maintenance shall be completed by 9:00 A.M. each morning.

Old Community Garden between Red Cross and El Camino Park – Maintenance service shall include removal of trash, litter, and debris, as well as the servicing of one trash receptacle located near the restroom. Frequency of this service shall be twice a week and occur on Mondays and Wednesdays.

Stanford/Palo Alto Playing Fields – Maintenance service shall include removal of trash and litter, manual removal of weeds taller than one (1)ft. in height in landscape areas (between parking lots and street), and servicing trash receptacles (contractor may use on-site dumpster for disposal at this location). Frequency shall be three times a week, and shall be conducted on Friday, Saturday, and Sunday before 9:00 A.M.

Cogswell Plaza – Maintenance service shall include removal of trash, litter and debris from landscape areas and concrete/asphalt pathways, as well as servicing trash receptacles. Frequency shall be daily for this location.

Task 3

Contractor shall provide Outreach Case Management to the downtown core with the intent of linking homeless individuals to community and housing services. The case manager shall meet with homeless individuals who are living on the streets of downtown Palo Alto and in parking garages in the downtown core. The case manager shall provide outreach services at a minimum of four hours per week. Contractor shall also provide Case Management sessions and project support at a minimum of twelve (12) hours per week.

Case Manager shall also attend quarterly meetings with a Palo Alto Community Services Department (CSD) manager. Contractor shall provide a monthly report to CSD Manager that reports data on the number of homeless individuals found in the garages, total number of interactions with homeless individuals, number of follow ups with homeless individuals, number of homeless individuals who report that they do not want to engage in any services offered, and other pertinent information that conveys the barriers that homeless individuals face in accessing, following up with and obtaining needed services. The Case Manager shall also attend monthly meetings of the Palo Alto Downtown Business and Professional Association (PAD) to act as a liaison between the business owners who have a vested interest in the services being provided, city staff who manage the contract, and the Downtown Streets Team who run the program. The Case Manager shall make a brief presentation at the monthly PAD meetings to relay what efforts have been undertaken since the last meeting.

EXHIBIT B**SCHEDULE OF PERFORMANCE****CHOOSE ONE OF THESE ALTERNATIVES TO DESCRIBE SCHEDULE:**

Alternative 1.

 CONTRACTOR shall perform the Services according to the following schedule:

<u>Day</u>	<u>Time</u>	<u>Activities</u>
Monday	6-8 AM	Garage cleaning and outreach
	8 AM	Shift change at box
	8:30-10 AM	Red Cross Cleaning
	10-10:15 AM	Break at box and shift change
	10:15-11:30 AM	Alleyways (Downtown North and South)
	11:30-noon AM	Lytton Plaza
	Noon	Shift change at box
	Noon-1 PM	University Ave
	1-2 PM	Downtown South
	2-2:15 PM	Break
	2:15-3 PM	Downtown North
	3-3:30 PM	Cogswell Park
	3:30-4 PM	Lytton Plaza
	4 PM	Dismissal at box
8 PM-Midnight	Garage cleaning and outreach	
Tuesday	6-8 AM	Garage cleaning and outreach
	8 AM	Shift change at box
	8:30-9 AM	Lytton Plaza
	9-10 AM	Downtown South and Alleyways
	10-10:15 AM	Break at box and shift change
	10:15-11AM	Cogswell Plaza
	11-noon AM	Downtown North and Alleyways
	Noon	Shift change at box
	Noon-1 PM	University Ave
	1-2 PM	Downtown South
	2-2:15 PM	Break
	2:15-3 PM	Downtown North
	3-3:30 PM	Cogswell Park
	3:30-4 PM	Lytton Plaza
4 PM	Dismissal at box	
8 PM-Midnight	Garage cleaning and outreach	
Wednesday	6-8 AM	Garage cleaning and outreach
	8 AM	Shift change at box
	8:30-10 AM	Red Cross Cleaning
	10-10:15 AM	Break at box and shift change
	10:15-11:30 AM	Alleyways (Downtown North and South)

	11:30-noon AM Noon Noon-1 PM 1-2 PM 2-2:15 PM 2:15-3 PM 3-3:30 PM 3:30-4 PM 4 PM 8 PM-Midnight	Lytton Plaza Shift change at box University Ave Downtown South Break Downtown North Cogswell Park Lytton Plaza Dismissal at box Garage cleaning and outreach												
Thursday	6-8 AM 8 AM 8-9 AM 9-10 AM 10-10: 15 AM 10:15-11:15 AM 11:30 AM	Garage Cleaning Shift change at box <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Team 1</th> <th style="width: 50%;">Team 2</th> </tr> </thead> <tbody> <tr> <td>Lytton Plaza, then Cogswell Park</td> <td>Downtown South and Alleyways</td> </tr> <tr> <td>Downtown North and Alleyways</td> <td>University Ave</td> </tr> <tr> <td colspan="2">Break at box</td> </tr> <tr> <td>Downtown North and alleyways</td> <td>University Ave</td> </tr> <tr> <td colspan="2">Dismissal at box</td> </tr> </tbody> </table>	Team 1	Team 2	Lytton Plaza, then Cogswell Park	Downtown South and Alleyways	Downtown North and Alleyways	University Ave	Break at box		Downtown North and alleyways	University Ave	Dismissal at box	
Team 1	Team 2													
Lytton Plaza, then Cogswell Park	Downtown South and Alleyways													
Downtown North and Alleyways	University Ave													
Break at box														
Downtown North and alleyways	University Ave													
Dismissal at box														
Friday	6-8 AM 8 AM 7-10 AM 8:30-9 AM 9-10 AM 10-10: 15 AM 10:15-11AM 11-noon AM Noon Noon-1 PM 1-2 PM 2-2:15 PM 2:15-3 PM 3-3:30 PM 3:30-4 PM 4 PM 9 PM-1 AM	Garage cleaning and outreach Shift change at box Palo Alto/Stanford Playing Fields Lytton Plaza Downtown South and Alleyways Break at box and shift change Cogswell Plaza Downtown North and Alleyways Shift change at box University Ave Downtown South Break Downtown North Cogswell Park Lytton Plaza Dismissal at box Garage cleaning and outreach												
Saturday	6-8 AM 7-10 AM 8 AM 8-8:30 8:30-9:30 AM 9:30-10 AM	Garage cleaning and outreach Palo Alto/Stanford Playing Fields Shift change at box Lytton Plaza Downtown North Cogswell Park												

	10-10: 15 AM 10:15-11 11-11:45 Noon 9 PM-1 AM	Break at Box Downtown South University Ave Dismissal at box Garage cleaning and outreach
Sunday	6-8 AM 7-10 AM 8 AM 8-8:30 AM 8:30-10 AM 10-10: 15 AM 10:15-11 11-11:30 Noon 8 PM-Midnight	Garage cleaning and outreach Palo Alto/Stanford Playing Fields Shift change at box Lytton Plaza Garbage cans on University Break at Box Downtown South and North (split teams) Cogswell Dismissal at box Garage cleaning and outreach

Alternative 2.

CONTRACTOR shall perform the Services so as to complete each task within the time period specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

Task	Complete
(Describe task)	___ Days or
	___ Weeks
	From NTP
1.	
2.	
3.	
4.	
5.	
6.	
7.	

**EXHIBIT C
SCHEDULE OF FEES**

CHOOSE ONE OF THE FOLLOWING TYPES OF STANDARD COMPENSATION LANGUAGE AND MODIFY AS NECESSARY

ALTERNATIVE 1. Compensation based upon deliverables

CITY shall compensate CONTRACTOR for performance of the Services according to the following schedule, with the maximum amount of compensation not to exceed dollars (\$):

PHASE OF PROJECT	DELIVERABLE	% OF TOTAL	AMOUNT (INCLUDING REIMBURSABLES)
<i>1. PHASE ONE</i>			
<i>2. PHASE TWO</i>			
<i>3. PHASE THREE</i>			
<i>4. ACCEPTANCE TEST</i>			
TOTAL		100%	

All Payments are based upon City’s acceptance of Contractor’s performance of the phase as evidenced by successful completion of the Deliverable for that Phase. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the Project Phase for which payment is due.

The maximum amount of compensation to be paid to Contractor, including both payment for services and reimbursable expenses, shall not exceed Dollars (\$). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

ALTERNATIVE 2. Compensation based upon task

CONTRACTOR shall perform the tasks as described and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Services including reimbursable expenses, does not exceed \$156,868.00. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

DESCRIPTION OF TASK	NOT TO EXCEED COMPENSATION PER TASK INCLUDING REIMBURSABLES
Task 1 (Street Cleaning Services)	\$107,748.00
Task 2 (Cleaning Maintenance Services)	\$29,124.00
Task 3 (Outreach Case Manager)	\$20,000.00
Task 4 ()	\$
Task 5 ()	\$

ALTERNATIVE 3. Compensation based upon fee schedule

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to Contractor, including both payment for services and reimbursable expenses, shall not exceed Dollars (\$). Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

INSERT DETAILED RATE SCHEDULE

**EXHIBIT D
INSURANCE REQUIREMENTS**

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

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

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL 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 ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

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

EXHIBIT E
BONDS

[ATTACH BOND FORMS IF BONDS ARE REQUIRED]

EXHIBIT F
LIQUIDATED DAMAGES
[OPTIONAL]

It is mutually agreed by Contractor and City that if completion of the Services to be provided by the Contractor under this Agreement is delayed beyond the time specified in the Schedule of Performance, plus any authorized extensions of time, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. Accordingly, City and Contractor, agree, as a method to fix the damages and not as a penalty, that in the event of any such failure to perform, the amount of damage which shall be sustained by City will be the sum of \$ _____ for each and every calendar day during which the Services remain uncompleted beyond the time specified for completion, plus any authorized extension of time. Should Contractor fail to pay the liquidated damages to City, Contractor agrees that City may deduct and withhold the amount of the unpaid damages from any amounts due or that may become due to Contractor under this Agreement.

BY PLACING THEIR INITIALS BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNT SET FORTH ABOVE HAS BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES.

CITY

CONTRACTOR