AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
WATER WORKS ENGINEERS, LLC

FOR PROFESSIONAL SERVICES
“RECYCLED WATER CONTACT CHAMBER RETROFIT”

This AGREEMENT is entered into __________________, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and WATER WORKS ENGINEERS, LLC a limited liability corporation with offices located at 3530 Grand Avenue, Suite 3, Oakland, CA 94610; Telephone: (510) 531-4615 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to construct a Recycled Water Contact Chamber Retrofit project (“Project”) and desires to engage a consultant to provide design as well as services during construction in connection with the Project (“Services”).

B. CONSULTANT has represented that it has 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”, attached to and made a part of this Agreement.

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

AGREEMENT

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

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached as Exhibit “B”, unless terminated earlier pursuant to Section 19 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”, attached to and made a part of this Agreement. 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 described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed one hundred twenty-four thousand seventy dollars ($124,070.00). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed one hundred thirty thousand eight hundred seventy dollars ($130,870.00). The applicable rates and schedule of payment are set out in Exhibit “C”, entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

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 an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses 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 subconsultants, if permitted, 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 of the 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. 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 shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives
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notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

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 ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the 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. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

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 consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

1. Frisch Engineering (electrical and instrumentation)
   2. Morrison Structures (structural)

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Jim Geselbracht as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and Sheba Hafiz as the project coordinator to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director 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 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 Project or a threat to the safety of persons or property.

The City’s project manager is James Allen, Public Works Department, Regional Water Quality Control Division, 2501 Embarcadero Way, Palo Alto, CA 94303, Telephone: (650) 617-3130. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement 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 pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials 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 work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, 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 attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the 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 Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

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.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not
be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

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". 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, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager 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. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the
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City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving 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 which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

19.5. 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.

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 director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting 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 subconsultants, contractors or persons 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.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.
SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT 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. 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, including completing the form furnished by CITY and set forth in Exhibit “E.”

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1. This Agreement will be governed by the laws of the State of California.

23.2. 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.

23.3. 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.

23.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

23.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

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

23.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

23.8. 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

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fiscal year and funds for this Agreement are no longer available. This Section 24.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

23.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
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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

__________________________
Assistant City Manager

WATER WORKS ENGINEERS, LLC

By: ______________________
Name: Jim Geselbracht
Title: Principal

Senior Asst. City Attorney

Taxpayer Identification No.

__________________________
Director of Administrative Services

20-3140271

Attachments:
EXHIBIT "A": SCOPE OF WORK
EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION
EXHIBIT "D": INSURANCE REQUIREMENTS
EXHIBIT "E": CERTIFICATION OF NONDISCRIMINATION
EXHIBIT “A”

SCOPE OF SERVICES

The consultant will timely perform the design and prepare all necessary documents and drawings to retrofit the recycled water storage and contact chambers; and perform the services during construction of the retrofit of storage and contact chambers. The consultant’s scope is grouped under three functional areas: (a) administration, (b) design, and (c) services during construction. The consultant shall perform the following tasks:

Administrative Functions

Consultant shall provide administrative services through the entire period of the Project. Consultant’s administrative functions include:

Task 1: Project Management

Project management shall be an integral part of the Consultant services. The Consultant shall monitor all activities, schedule, and budget for the project. All activities shall be coordinated through the RWQCP Project Manager. Consultant shall be responsible for managing the overall project to completion of the final design and through construction.

1.1 Project Progress, Budget, and Schedule Tracking

Consultant shall provide progress, budget, and schedule tracking of this project. Consultant shall prepare a monthly progress report that provides a summary of the project status, and an update on the project budget/expenditures and schedule.

1.2 Project Meetings

Coordinate, conduct, and attend the kick-off meeting and up to two design review meetings with the RWQCP, and as necessary with key outside agencies (e.g., State Water Resources Control Board, Department of Health Services, Regional Water Quality Control Board) to communicate progress on the Project, discuss upcoming work activities, identify and resolve Project issues, obtain endorsement for the design decisions, and/or discuss permits. Consultant shall document meeting notes and prepare meeting minutes.

1.3 Quality Assurance and Quality Control

Consultant shall identify the procedures and the assignment of responsibilities for quality assurance and control for work products. Consultant shall be responsible for the overall Project QA/QC.
Design

Consultant shall perform the design in phases. As a minimum, the design goals and deliverables shall be performed for 30% design, 90% design, and the final complete design. At completion of each phase of the design, consultant shall submit reports on work performed, and meet with RWQCP staff to review the design submittal and discuss comments. The intent of the meeting is to solicit and compile comments, resolve issues, and to make final design decisions regarding the Project prior to moving forward to the next phase. Design drawings shall be delivered to the City in AutoCAD format, and specifications shall be prepared and delivered to the City in Microsoft Word for use by the city.

Design Criteria

The new recycled water disinfection contact chamber shall be designed to match the capacity of all four filters. The contact chamber shall have a capacity of 6.258 mgd (4345 gpm) and meet the requirements of Title 22 recycling criteria. In sizing the needed tanks, the consultant shall assume that the RWQCP will add sufficient chlorine to create at least a 5 mg/L residual. The disinfection facilities will produce Title 22 disinfection-2.2 recycled water per 22CCR60301.220 where the median concentration of total coliform bacteria of the disinfected effluent does not exceed a most probable number (MPN) of 2.2 per milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed, and the number of total coliform bacteria does not exceed MPN of 23 per 100 milliliters in more than one sample in any 30 day period. The disinfection facilities are to provide a CT (the product of total chlorine residual and modal contact time measured at the same point) value of not less than 450 milligram-minutes per liter at all times with a modal contact time of at least 90 minutes, based on peak dry weather design flow. The "modal contact time" means the amount of time elapsed between the time that a tracer, such as salt or dye, is injected into the influent at the entrance to a chamber and the time that the highest concentration of the tracer is observed in the effluent from the chamber.

Design Scope

The design shall meet the requirements of the design criteria. There are a number of options for using different tanks for contact time and/or storage. Each option has advantages and disadvantages that must be presented and coordinated with the plant. The consultant shall consider length—width ratios, depth—width ratios, circular chamber issues, seismic impacts, baffle material, sunlight, provision for cleaning, and any other relevant factors. The design shall include the needed demolition of existing equipment in existing tanks. Also, the removal of abandoned contents in existing tanks shall be addressed. The design shall include the structural infill of a wall cutout between the abandoned ammonia stripping tank and the administration building, giving special consideration to leaking through cracks. The design shall include the needed piping to interconnect contact tank(s) and storage tank(s). The design shall include the process and structural design of a new baffling system to increase chlorine contact time. The consultant will not be required to retrofit existing tank structures to the latest seismic code requirements.
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The design shall include the relocation of the final contact chamber chlorine residual analyzer. The existing online pH and dissolved oxygen analyzers shall be demolished, and new online pH and dissolved oxygen analyzer instruments shall be installed for compliance monitoring. This scope is based on the assumption that the instrumentation work required under this contract can be accomplished without major conduit or instrument panel modifications. The design shall include new covers for all contact and storage tanks to reduce sunlight induced demand for additional chlorine. Each cover shall afford access into the tank for maintenance.

Task 2: 30% Design

The 30% design activities for the Project will consist of performing engineering analyses, preparing drawings and narrative representing approximately a 30 percent level of design completion and conducting review workshops with the RWQCP. Consultant shall develop the design and confirm the major design concepts and tank arrangements for the Project. As a minimum, the following subtasks shall be performed:

2.1 Data Collection

Consultant shall collect and review the available data from RWQCP and outside sources that are relevant to the Project.

2.2 Preliminary Design Report (PDR)

Consultant shall prepare 30 percent design plans, outline of technical specifications and preliminary design level construction cost estimate for the proposed improvements. The 30% report shall include:

Design criteria including, but not be limited to:
- a hydraulic analysis of the hydraulic profile from the monomedia filters to the final storage tank
- Capacity calculations for contact time and storage
- Technical specifications outline
- 30 percent design level construction cost estimate of the proposed Project along with a description of the basis of that estimate, and the anticipated construction schedule and sequencing of construction

Task 3: 90% Design

3.1 The 90% design activities for the Project will include completion of construction documents with plans, specifications, quantity calculations, and cost estimates. Consultant shall fully develop and finalize the design details for the construction documents. The 90% design shall reflect close to a final product that is ready to be advertised for bids. The 90 percent construction document submittal shall include completed plans and specifications.

3.2 Consultant shall develop and submit a complete set of all drawings and
specifications showing in detail, for construction purposes, the scope, details, and measurements of the work to be performed by the contractor and will show engineering and design details for the construction of the Project. The specifications will also include items necessary to correctly define the construction work to be performed.

3.3 Consultant shall update the engineer’s estimate of construction costs submitted and the construction schedule submitted under Task 2 at the 30 percent design level. The cost estimate will break down the Project elements by bid items. The updated cost estimate and construction schedule will be included in the 90 percent design submittal.

3.4 Consultant shall perform QA/QC, and conduct a 90 percent internal constructability and quality review and a claim prevention review on the 90 percent design submittal. Internal QA/QC comments shall be incorporated into plans and specifications prior to submitting the 90 percent submittal to the RWQCP.

Task 4: Final Design – Bid Document Preparation

4.1 Consultant shall prepare the final construction documents for bidding. Engineering services for this task will include incorporating the agreed upon 90 percent submittal comments into the final documents and finalizing the plans and specifications. Consultant shall perform internal QA/QC on final design submittal. Internal QA/QC comments shall be incorporated into plans and specifications. The submittal shall include stamped and signed, final construction documents, and electronic files of the final construction documents. A final list of the bid items and quantities and a final construction cost estimate shall be provided.

4.2 Consultant shall also be responsible for the reproduction of one reproducible copy of the final plans (half size), 25 copies of plans (11 x 17), and one reproducible copy of the specifications. The Consultant shall also deliver one electronic file set (PDF) to allow the City to produce additional bid document sets. RWQCP will be responsible for the reproduction of the specifications and distribution of the final signed and stamped plans and specifications for bidding purposes.

Services During Construction (SDC)

Work during this phase consists of providing support services during construction of the Project. Consultant will serve as RWQCP’s engineering representative during construction. As such, consultant will have responsibilities to the Construction Manager, provided by RWQCP, for assisting the RWQCP in responding to technical questions, providing design clarifications, and reviewing technical submittals for conformance to the Contract Documents.

Task 5: Services During Bid Phase
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Consultant shall assist the RWQCP during the bidding, advertisement and award process prior to contract award. Work includes:

5.1 Respond to Request for Clarifications

Consultant shall respond to RWQCP directed requests for clarifications from prospective bidders regarding the Project Contract Documents during the bidding process.

5.2 Prepare Addenda

Consultant shall assist the RWQCP with preparation of Project addenda and furnish originals required for said addenda.

5.3 Pre-bid Meeting

Consultant shall attend and assist City at the pre-bid meeting.

Task 6: Services During Construction

Consultant shall assist the RWQCP during the construction phase. Work includes:

6.1 Review Contractor Submittals

Consultant shall review submittals from the contractor for conformance with the Contract Documents as requested by the RWQCP. Consultant shall review and return the submittal comments to the RWQCP within seven working days.

6.2 Respond to Requests for Information (RFIs)

Consultant shall prepare written responses to RFIs submitted by the contractor as requested by RWQCP. Consultant shall review, respond, and return the RFI responses to the RWQCP within seven working days.

6.3 Review Contract Change Orders (CCOs)

Consultant shall review submitted CCOs and will prepare technical data and support materials for contract change orders as requested by RWQCP.

6.4 Record Drawings

Consultant shall review the record drawings prepared by the contractor based on as-built documentation maintained by Consultant. Consultant shall prepare one full size set and one electronic copy of the record drawings. The record drawings shall consist of annotated contract drawings and electronic files showing changes in the design and construction.

Task 7 – Tracer Dispersion Test
7.1 Tracer Dispersion Test

After construction, the consultant shall perform a tracer dispersion test to demonstrate the effectiveness of the baffling and to determine the disinfection capacity of the contact chamber. The plant will attempt to treat the maximum flow through the filters.

Deliverables

Consultant shall prepare and deliver meeting minutes, presentation materials, and monthly progress report to the RWQCP. In addition, consultant shall provide the following deliverables to the RWQCP:

**Task 2 - 30% Deliverables:**

5 copies of Draft and Final PDR consisting of:

- Design Criteria Memorandum
- 30 percent design half-size plans
- 30 percent complete outline of technical specifications
- 30 percent complete preliminary construction cost estimate and schedule.

Meeting minutes summarizing directions from design review meeting

**Task 3 - 90% Deliverables:**

5 sets of 90 percent complete PS&E submittal including the following:

- Half size 90 percent complete design plans
- Draft technical specifications and special provisions
- Listing of anticipated bid items
- Quantity listing
- Cost estimate and construction schedule

Meetings minutes summarizing direction from 90% design review meeting

**Task 4 - Final Design Deliverables:**

Stamped and signed final PS&E Submittals, including

- One unbound copy and one Microsoft Word electronic copy of final specifications
- Twenty-five (25) half-sized copies of final plans.
- Revised listing of bid items
- Revised quantity listing
- Memorandum of Estimated Cost
Electronic files of the final design plans and final specifications

Task 5 - Bid Phase Deliverables:

- Responses to bidder requests for clarifications to clarify the intent of the plans and specifications as needed.
- Addenda as needed.

Task 6 - Construction Phase Deliverables:

- Written submittal review comments
- Written responses to RFI's
- Written responses, technical data and material to support CCOs
- One set of record drawings (bond paper and electronic format)

Task 7 - Tracer-Test Deliverables:

Within 30 days of the completion of construction, the consultant shall deliver five (5) copies of an engineer wet-stamped report of the tracer-test. The report should include testing protocol, instrument information, test results, contact chamber disinfection capacity, and any other pertinent information.

Additional Services

Consultant may be required to perform additional services listed below. Consultant shall perform the additional services upon written authorization by the City. Payment for the additional services shall be time and expense based on the schedule of charges but not to exceed a pre-negotiated maximum. The maximum limit for each additional task shall be negotiated and agreed upon prior to providing the service. Consultant shall provide a schedule of charges with the fee information. Additional services may include:

A1. Meetings with outside agencies above the meetings stated in Task 2 including the California DPH and the Regional Board.
A2. Additional inspection services
A3. Surveying of tank elevations
A4. Additional hydraulic analysis of upstream recycled water systems

Project Schedule

The project is expected to start in early May 2008. It is expected that design will be complete by July 2008 and construction complete by January 2009.
Payment

Progress payments for consultant services shall reflect the amount of effort and percent completion. The cumulative payment shall not exceed the completed percent of the total project fee based on the completed tasks or deliverables, and the attached Schedule of Charges.

*** END OF SCOPE ***
EXHIBIT "B"

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the time 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.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Completion from NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Complete 100% Design</td>
<td>July 31, 2008</td>
</tr>
<tr>
<td>2. Complete Services During Construction</td>
<td>Estimated by February 28, 2009</td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C08125653

EXHIBIT "C"

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed $124,070.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed $130,870.00. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s project manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed $124,070.00 and the total compensation for Additional Services does not exceed $6,800.00.

<table>
<thead>
<tr>
<th><strong>BUDGET SCHEDULE</strong></th>
<th><strong>NOT TO EXCEED AMOUNT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 (Project Management)</td>
<td>$1,320.00</td>
</tr>
<tr>
<td>Task 2 (30% Design)</td>
<td>$25,030.00</td>
</tr>
<tr>
<td>Task 3 (90% Design)</td>
<td>$40,545.00</td>
</tr>
<tr>
<td>Task 4 (Final Design – Bid Documents Preparation)</td>
<td>$16,477.50</td>
</tr>
<tr>
<td>Task 5 (Services during Bid Phase)</td>
<td>$3,133.00</td>
</tr>
<tr>
<td>Task 6 (Services during Construction)</td>
<td>$22,809.50</td>
</tr>
<tr>
<td>Task 7 (Tracer Dispersion Test)</td>
<td>$11,290.00</td>
</tr>
</tbody>
</table>
Sub-total Basic Services  $120,605.00
Reimbursable Expenses  $3,465.00

Total Basic Services and Reimbursable expenses  $124,070.00
Additional Services (Not to Exceed)  $6,800.00

Maximum Total Compensation  $130,870.00

REIMBURSABLE EXPENSES

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

- Third party reprographic services to reproduce construction documents.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $500.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s project manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
CITY OF PALO ALTO CONTRACT NO. C08125653

EXHIBIT “C-1”

HOURLY RATE SCHEDULE – WATER WORKS ENGINEERS

<table>
<thead>
<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
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</thead>
<tbody>
<tr>
<td>PIC/Project Manager</td>
<td>$165.00</td>
</tr>
<tr>
<td>QC Engineer</td>
<td>$165.00</td>
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<tr>
<td>Project Engineer</td>
<td>$145.00</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Technician/Designer</td>
<td>$100.00</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$100.00</td>
</tr>
<tr>
<td>Junior Technician/Designer</td>
<td>$75.00</td>
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<tr>
<td>Office/Clerical</td>
<td>$55.00</td>
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<tr>
<td>Drafter</td>
<td>$55.00</td>
</tr>
</tbody>
</table>
**EXHIBIT D**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**  
Professional Underwriters of Arizona, Inc  
P.O. Box 5419  
Scottsdale AZ 85261-5419  
Phone: 480-483-0440  Fax: 480-948-7752

**INSURED**  
Water Works Engineers LLC  
1890 Park Marina Dr. #214  
Redding CA 96001

**COVERAGE**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may remain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSR ADD'L LTR</th>
<th>INSR NBR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
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<tbody>
<tr>
<td>A X</td>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR</td>
<td>6802867L31A(CA)</td>
<td>07/22/07</td>
<td>07/22/08</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<td>ALL OWNED AUTOS</td>
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<td>Garage Liability</td>
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<td>Excess Umbrella Liability</td>
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<td>Retention</td>
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<tr>
<td>Workers Compensation and Employers' Liability</td>
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</tbody>
</table>
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
| If yes, describe under Special Provisions below |
| Other |
| Architect/Engineer |
| Professional Liab. |
| RETRO DATE: 7/11/05 |
| 07/11/05 | 07/11/08 | Per Claim $1,000,000 |
| Aggregate $2,000,000 |

**Certificate Holder**  
City of Palo Alto  
Purchasing and Contract Administration  
P.O. Box 10250  
Palo Alto CA 94303

**CANCELLATION**  

**CITYPAL**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

Jeffrey O. DeWitt

© ACORD CORPORATION 1988

ACORD 25 (2001/08)
# Certificate of Insurance

**Producer**
LOCKTON COMPANIES OF HOUSTON  
5847 SAN FELIPE, SUITE 320  
HOUSTON, TX 77007

**Insured**
ADMINSTAFF COMPANIES, INC.  
19001 CRESCENT SPRINGS DRIVE  
KINGWOOD, TX 77339  
* SEE BELOW

---

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**Companies Affording Coverage**

<table>
<thead>
<tr>
<th>Company</th>
<th>Policy Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ACE American Insurance Company</td>
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<tr>
<td>B</td>
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<tr>
<td>C</td>
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<td>D</td>
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</tbody>
</table>

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This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

## Coverage Details

<table>
<thead>
<tr>
<th>CO LT</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE EXPIRATION</th>
<th>LIMITS OF LIABILITY</th>
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<tbody>
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<td>EACH OCCURRENCE</td>
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<td>PERS. AND ADVERTISING INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WC Statutory Limit</td>
<td>Other</td>
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*WATER WORKS ENGINEERS, LLC (1786400) IS COVERED THROUGH BLANKET ALTERNATE EMPLOYERS ENDORSEMENT FOR ALL EMPLOYEES UNDER CLIENT SERVICE AGREEMENT.*

---

**Certificate Holder**

City of Palo Alto  
Attn: Jose Areola  
Purchasing and Contract Administration  
250 Hamilton Avenue  
Palo Alto, CA 94301

**Authorized Representative**

[Signature]

**Issue Date**
04/07/2008

**Certificate ID #**
1RARTVFM
CERTIFICATION OF NONDISCRIMINATION

PROJECT: Recycled Water Contact Chamber Retrofit

Certification of Nondiscrimination: As suppliers of goods and/or services to the City of Palo Alto in excess of $5,000, the firm, contractor or individual(s) listed below certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Firm: WATER WORKS ENGINEERS, LLC

DATE: 3/14/08

Title of Officer Signing: JIM GESELBRACHT, P.E., PRINCIPAL

Signature: [signature]

CITY OF PALO ALTO – RFP 125653  PAGE 1 OF 1