RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF PALO ALTO
AUTHORIZING USE OF A DESIGN-BUILD PROJECT DELIVERY
METHOD FOR DESIGN AND CONSTRUCTION OF THE
ELEANOR PARDEE PARK AND MAIN LIBRARY/COMMUNITY
GARDENS WELLS AS PART OF THE EMERGENCY WATER
SUPPLY PROJECT WS-08002

WHEREAS, the City depends on the San Francisco Public Utilities Commission
(SFPUC) Hetch Hetchy aqueduct system as the primary source of the City’s drinking water; and

WHEREAS, according to California Department of Public Health (CDPH) standards,
the City lacks water supply and storage capacity sufficient to meet potential emergency
demands; and

WHEREAS, in event of a disruption of the primary source of supply, which is of
duration sufficient to deplete its reservoir supply, the City must depend solely upon its wells to
supply water and meet demands; and

WHEREAS, on March 5, 2007, the City Council certified the adequacy of the Final
EIR and authorized staff to proceed with the Emergency Water Supply and Storage Project,
which included the construction of three new wells.

WHEREAS, the Eleanor Pardee Park well and the Main Library/Community Gardens
well are two of the three new wells in the Emergency Water Supply and Storage Project. These
two new wells, in conjunction with the rehabilitated existing wells and El Camino Park
Reservoir, Well and Pump Station, will be capable of delivering 100 percent of average daily
water usage to Pressure Areas 1 and 2 (these two pressure areas are bounded by Palo Alto Ave.,
San Francisquito Creek, the Baylands, San Antonio Rd., El Camino Real and the area bounded
by Stanford Ave., Foothill Expwy., Arastradero Rd., El Camino Real, respectively). The three
new and five rehabilitated wells will be the only means of serving these pressure areas during a
protracted water supply emergency when the Hetch Hetchy system is out of service.

WHEREAS, the term “design-build” is defined by California Public Contracts Code
Sec. 20133(c)(2) as “a procurement process in which both the design and construction of a
project are procured from a single entity; and

WHEREAS, the term “design-bid-build” is the traditional project delivery method in
which the agency contracts with separate entities for both the design and construction of a
project; and
WHEREAS, Section 2.30.100 of the City of Palo Alto Municipal Code defines a public works contract as a contract paid for in whole or in part out of public funds for the construction, alteration, repair, improvement, reconstruction or demolition of any public building, street, sidewalk, utility, park or open space improvement, or other public improvement; and

WHEREAS, the Eleanor Pardee Park and Main Library/Community Gardens Emergency Water Supply Wells Projects are public works contracts; and

WHEREAS, Section 2.30.300 of the City of Palo Alto Municipal Code provides that public works contracts not exempt from competitive solicitation requirements under Section 2.30.360 or by resolution of the city council shall be solicited via a competitive bidding process; and

WHEREAS, in order to allow consideration of qualitative factors such as a bidder’s experience and performance on prior jobs, in additional to price, design-build contracts are usually awarded by some process other than formal competitive bidding; and

WHEREAS, Section 2.30.300(c) of the City of Palo Alto Municipal Code provides that the Council may determine by resolution that a particular public works project may be solicited and contracted for using alternate project delivery methods, including but not limited to design build, construction manager at risk, or competitive negotiation, provided that any such resolution shall set forth the reasons supporting the use of the alternate project delivery method for the project and describe the solicitation method to be used and the criteria for determining the party to whom the contract should be awarded; and

WHEREAS, the award of the this contract will not involve or require any funding by bonded indebtedness of the city or by assessment against any particular property in the City; and

WHEREAS, several factors support the use of the design build alternative project delivery method for this project:

1. A 1997 study of 351 design-build projects by the Construction Industry Institute and Penn State University that found that project delivery time, including design and construction, was 33 percent faster, construction time was 12 percent faster and project costs were 6 percent lower when the design-build method of project delivery was used, compared to when the traditional design-bid-build delivery method was used;

2. A 1996 study by the University of Reading in the United Kingdom found that the design-build method reduced construction risks by 14 percent when compared with design-bid-build method; and
The design-build method’s structure allows the design-build engineer and builder to jointly consider options to improve the design, cut project costs during the bid process and streamline the schedule; and

The design-build method, with its single point of responsibility, minimizes the contract’s administration burden and allows leveraging of available staff resources; and

The City, by undertaking a pre-design study which will study methods for reducing construction risk, including the site’s hydrogeologic and environmental risk factors, and incorporating these findings into a risk management plan and procurement documents, should be prepared to realize the full benefit of lower construction risk on this project; and

Staff estimates that by using the design-build method, the wells will be available for emergency production 7 months sooner, the duration of construction impacts will be approximately 2-1/2 months shorter, and the total estimated project cost will be about $300,000 lower than the total estimated $5,000,000 project cost.

NOW THEREFORE, the Council of the City of Palo Alto does hereby RESOLVE as follows:

SECTION 1. Findings. The City Council finds and determines that each of the findings set forth above are true and correct.


SECTION 3. Design-Build Solicitation Method. The solicitation method will be a three step process. First, the City will issue a Request for Qualifications (RFQ) from which staff will select approximately three of the most highly qualified design-build teams and invite them to submit proposals. Second, the City will issue a Request for Proposals (RFP) to the selected teams. Third, staff will interview the proposing teams and select the preferred design-build team on the basis of the proposals, qualifications, experience and interviews.


Upon receipt of the Statement of Qualifications (SOQ) responses to the RFQ, staff will select approximately three of the most qualified teams using the following criteria:

(1) Quality and completeness of SOQ.
(2) Design-Build team’s experience with design-build projects of similar scope and complexity.
(3) Familiarity of the design firm and the builder with each other, and their history of working on design-build projects together.
(4) The experience of staff to be assigned to the project with the engagements of similar scope and complexity.
(5) Quality of construction of completed projects of similar nature.
(6) Financial stability of both members of the design-build team.
(7) Respondent’s track record of timely project delivery.
(8) Respondent’s prior record of performance with the City or others.
(9) Proposer’s compliance with applicable laws, regulations, policies (including City Council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

SECTION 5. Criteria for Contract Award. City staff will select the design-build team for contract award using the following criteria:

(1) Quality and completeness of the proposal.
(2) Proposer’s understanding of the scope of work outlined in the RFP.
(3) The proposer’s stated work plan, including text, preliminary layouts/drawings, equipment control strategies, etc.
(4) Quality of materials and equipment to be furnished, as described in the proposal and on which the bid price was based.
(5) Any realistic and innovative ideas proposed.
(6) Evidence that the proposer can meet the schedule, such as from the description of project management method or clarity of the work plan in terms of task detail and interrelationship of the activities.
(7) Evidence that the design team has given sufficient consideration as to how the major challenges of the work will be met, including the environmental mitigations listed in the project Environmental Impact Report (EIR) – EIR for the Emergency Water Supply and Storage Project, SCH #2066022038, November 2006 (Draft EIR) and February 2007 (Final EIR).
(8) Cost Proposal
SECTION 6. A Draft Environmental Impact Report for this project was prepared and circulated on November 8, 2006, and a Final Environmental Impact Report (FEIR) for this project was prepared and circulated on February 8, 2007. Council certified the accuracy of the FEIR by resolution on March 5, 2007.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

_______________________________
City Clerk

APPROVED AS TO FORM:

_______________________________
Deputy City Attorney

APPROVED:

_______________________________
Mayor

_______________________________
City Manager

_______________________________
Director of Utilities
CITY OF PALO ALTO CONTRACT NO. C08126041

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
SIEGFRIED ENGINEERING, INC
FOR PROFESSIONAL SERVICES
(PRE-DESIGN AND PROCUREMENT SERVICES FOR DESIGN-BUILD OF ELEANOR
PARDEE PARK AND LIBRARY/COMMUNITY GARDENS WATER PRODUCTION
WELLS AND EMERGENCY WATER SUPPLY AND STORAGE)

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 SIEGFRIED
ENGINEERING, INC., a California corporation located at 4045 Coronado Avenue, Stockton, CA,
95204 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to construct two (2) new emergency water supply wells and appurtenant
facilities at Eleanor Pardee Park and at Library/Community Gardens using the design-build method
of construction ("Project") and desires to engage a consultant to provide engineering services for a
pre-design study, including pre-design design criteria and procurement documents, and services
during the procurement of the design-build contractor, and also with project initiation and design
review services during the design-build phase 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
Professional Services
Revised 10/18/07
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 four hundred fifty three thousand six hundred thirty nine Dollars ($453,639). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed ninety thousand seven hundred twenty eight Dollars ($90,728). 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 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. Kleinfelder, Inc., 2011 North Capitol Avenue, San Jose, CA 95132
2. Michael R. Clark, 2024 East Charter Way, Stockton, CA 95205
3. TJC and Associates, 3206 Luyung Drive, Rancho Cordova, CA 95742

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 Lex A. Corrales, P.E., as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and Paul J. Schneider, P.E., 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 Romel Antonio, Utilities Department, Engineering Division, 1005 Elwell Court, Palo Alto, CA 94303, Telephone: (650) 566-4518. 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

Professional Services
Revised 10/18/07
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 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: Lex A. Corrales, P.E., President
Siegfried Engineering, Inc.
4045 Coronado Avenue
Stockton, CA 95204

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 fiscal year and funds for this Agreement are no longer available. This Section 23.8 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.

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

SIEGFRIED ENGINEERING, INC.
By: (Signature)
Name: Paul J Schneider
Title: VP

Senior Asst. City Attorney

APPROVED AS TO FORM:

Taxpayer Identification No.

APPROVED:

94-1648794 4

Director of Administrative Services

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 WORK
FOR
CONSULTANT BASIC SERVICES

PRE-DESIGN AND PROCUREMENT SERVICES FOR
DESIGN-BUILD OF ELEANOR PARDEE PARK AND
LIBRARY/COMMUNITY GARDENS
EMERGENCY WATER SUPPLY WELLS PROJECT

A. Geotechnical and Hydrogeologic Study Phase. In this phase, Consultant shall:

1. Conduct pre-design engineering study to assess and evaluate the geotechnical and hydrogeologic conditions at Eleanor Pardee Park and Library/Community Gardens in Palo Alto, California, for the potential for development of large-volume production wells. The pre-design geotechnical and hydrogeologic study and report shall be performed by Kleinfelder, Inc. (Kleinfelder) as subconsultant to the Consultant.

   a) Readily available hydrogeologic reports and publications prepared by other consultants, U.S. Geological Survey, California Geologic Survey, and California Department of Water Resources shall be collected and reviewed by Kleinfelder as they pertain to the Project sites.

   b) Project site reconnaissance to observe existing conditions and features that may impact geotechnical investigation, test wells and boring locations, design and construction shall be performed by Kleinfelder. Prior to site selection per section E7.b the Department of Public Health permitting process will begin and the site locations will be verified by Public health.

   c) A test hole at each of the two (2) well sites shall be drilled by a drilling contractor under the administration of Kleinfelder to a maximum depth of approximately 450 feet below grade using the direct rotary circulation drilling method. The total depth will be based on the lithology encountered.

   1) The drilling contractor shall obtain all necessary permits from the appropriate regulatory agencies prior to initial drilling activities. During the drilling operation,
Kleinfelder will be in daily contact with the drilling contractor superintendent to coordinate the work. Kleinfelder will observe and record the drilling contractor's equipment and construction techniques, such as drilling fluid management and drill-cutting sample collection methods.

2) Kleinfelder's rig geologists will be onsite daily during the drilling of the test holes to visually examine the drill cuttings and record the description of the drill cuttings on a lithologic log.

3) The test holes will be geophysically logged after the total depth of the test hole is attained. The lithologic log and geophysical logs will be assessed for target aquifers and screen settings for the new wells.

4) Daily updates will be made to the City of Project critical information during the drilling and testing activities. The drilling logs will be reviewed by Kleinfelder at the end of each of the drilling contractor's shift changes.

5) All cuttings and or drilling mud and fluids will be disposed from the site. The borehole will be abandoned in accordance with all applicable local and state requirements and the site will be left in a condition reasonably similar to the condition prior to the start of work.

6) The drilling efforts will include traffic control and screening if necessary.

d) The lithologic and geophysical character of the two (2) test holes will be logged as drilling progresses and zone testing will be conducted as needed. Spectral gamma ray log and E-log geophysical logging may also be conducted as needed. Cutting samples will be collected and analyzed as appropriate in our laboratory. The samples will be collected at approximate 10-foot intervals or changes in lithology. These samples will also be used for gradational analyses as required for design of the filter pack and well screens.

e) Based on a review and interpretation of the lithologic and the geophysical logs derived from the test holes and the readily available information related to the hydrogeology of surrounding water wells, the depth of groundwater, water quality, and long-term sustainability of the groundwater source shall be estimated.
Kleinfelder shall conduct a qualitative assessment of the production potential of the proposed well sites to yield a satisfactory supply.

f) A geotechnical investigation shall be performed by Kleinfelder by drilling one (1) Core Penetration Test (CPT) and two (2) hollow stem borings at each of the two (2) well sites in the proximity of the footprint of the proposed above ground and below ground well site structures to a maximum depth of about 50 feet below anticipated bottom of structures. (The soil cuttings shall be drummed and hauled off from the site for proper disposal.) Laboratory testing shall be performed on selected soil samples including moisture content, dry density, unconfined or triaxial compression strength, and Atterberg limit tests to evaluate pertinent engineering properties of the subsurface soils for design purposes. The geotechnical analysis shall be performed to evaluate the field and laboratory data to develop conclusions and recommendations for foundation support and earthwork for the project.

g) A geotechnical investigation report shall report the following:

1) general site and subsurface conditions as encountered in the field exploration, regional and local geology including area faults, seismicity, earthquake magnitude, and PGA, fault rupture, ground accelerations, ground-failure potential, and potential for liquefaction,

2) recommendation for design of shallow and depth foundations, differential settlements, support of slabs-on-grade, site preparation, earthwork, and fill compaction specifications,

3) discussion of construction considerations, and corrosion potential (if applicable), and

4) logs of borings and CPTs, and results of laboratory tests.

h) The results of the geotechnical and hydrologic testing and study will be compiled in a comprehensive pre-design report that will described the geotechnical and hydrogeologic character of the area, provide general well specifications, recommended procedures for the construction of the production wells, and foundation support and earthwork for each of the two (2) well sites, including recommendations that will meet the environmental mitigation measures from the Project EIR.
B. Preparation of Pre-Design Engineering Report (PER)

1. Based upon the geotechnical and hydrogeologic study and report, the Consultant shall prepare the Pre-Design Engineering Report (PER) establishing the pre-design criteria which will be the basis for the design-build criteria and specifications for well construction and for the procurement of the services by the City for a design-build engineer/contractor.

a) The PER shall include the specifications for the design of
   - drilling method,
   - casing,
   - filters,
   - screen,
   - annular space seal,
   - contamination prevention,
   - strata sealing,
   - well development,
   - production testing,
   - disinfection,
   - water quality testing,
   - well to pump connections and backflow prevention,
   - pump characteristics,
   - pump motor, control, and housing, and
   - connection to City water distribution.

b) The PER shall include, for both sites,
   - the pump site improvement and development master plan, and
   - the architectural renderings of the pump housing structures.

c) The PER shall build on the data and recommendations contained in the 1999 Study report and applicable material from subsequent existing reports/analyses, and shall incorporate the needs of the water distribution system operators and the mitigation measures identified in the EIR.
C. RFQ and Shortlisting Phase. In this phase, Consultant shall:

1. Prepare the following RFQ Documents:
   a) Announcement and/or Advertisement of Intent to Request Design-Build Qualifications;
   b) Request for Design-Build Qualifications (RFQ), including selection criteria for Design Builder shortlisting;
   c) Announcement mailing list;
   d) Information to assist Selection Panel in shortlisting process;
   e) Any Addenda required to the RFQ.

2. Upon completion of the above documents:
   a) Publish Advertisement: Request for Design-Build Qualifications;
   b) Distribute RFQ to all requesting same and to City's project staff, and maintain list of RFQ holders;
   c) Conduct one (1) pre-submittal meeting for interested parties;
   d) Respond to questions from interested parties and, after review and approval by City, publish answers in addenda to RFQ; and
   e) Report progress to City as necessary.

3. Upon receipt of prequalification statements:
   a) Summarize the information contained in the qualification statements and distribute to Selection Panel and City;
   b) Assist Selection Panel in evaluation of qualifications;
   c) Assist Selection Panel in presenting recommendations to City;
   d) Notify all respondents of the City's actions on the Selection Panel's recommendations for shortlisting.

D. RFP and Proposal Phase. In this phase, Consultant shall:

1. Based upon City approved Pre-Design Engineer Report (PER), prepare the following RFP Documents:
   a) Instructions to proposers, including proposal evaluation and selection criteria;
   b) Proposal Form;
   c) Design-Build Agreement Form, based upon Design-Build Institute of American (DBIA) format;
   d) Bond Forms;
   e) General and Special Conditions of the Design-Build Contract;
   f) Program of Facility Requirements which will reiterate the design criteria content found in the PER;
   g) Schematic Site Plan and Floor Plans;
   h) Space Standards and Environmental Requirements;
i) Performance Specifications;
j) Materials to assist the City's Selection Panel in proposal selection; and
k) Addenda to the RFP.

Based on the information provided by City and contained in the RFP Document, submit an opinion of probable design-build cost and any adjustments to the Project Budget cost breakdown, and make adjustments to the RFP Document that may be required to maintain the total Project Budget.

2. After acceptance by the City of the RFP Documents, and upon authorization by the City to proceed:

a) Distribute RFP Document and attachments to all proposers and to City's project staff and Selection Panelists, and maintain list of RFP holders;
b) Conduct pre-proposal meeting for proposers;
c) Respond to questions from proposers and, after review and approval by City, publish answers in addenda to RFP;
d) Assist the City to receive proposals, determine and verify if they meet the deadline and the minimum submittal.

3. After receipt by the City of the design-build proposals, and upon authorization by the City to proceed:

a) Distribute copies of the proposals to the City's project staff and Selection Panel;
b) Examine each proposal for compliance with the minimum requirements of the RFP;
c) Assist the City's Selection Panel in evaluation of the design-build proposals based on the selection criteria published in and selection of a winning proposal for recommendation to City;
d) Note the City's Selection Panel deliberations and record their votes for inclusion in a written Final Report of the City's Selection Panel;
e) Assist the City's Selection Panel in presenting the Panel's recommendation to City Council;
f) Assist the City to take appropriate action on the recommendation;
g) Assist the City and the Design-Builder to complete and execute the design-build contract, including the clarification and documentation of appropriate sections of the Design-Builder's proposal, if necessary.

E. Project Tasks

1. Project Management
Along with its monthly billing, the Consultant shall provide a cover letter with a summary of the work done during the corresponding billing period. Invoice detail shall be organized by task. The Consultant shall prepare and keep current a critical path project schedule in MS Project.

2. Meetings
For all meetings with the City, the Consultant will establish the meeting agenda (coordinating with City engineering staff) and prepare and distribute meeting minutes.

a) Project Kickoff Meeting
Consultant shall facilitate the Project kickoff meeting with City (e.g. Utilities Engineering and Operations, Planning, Parks, Public Works Engineering, etc.), outside agency and/or public stakeholders, to orient them on the Project and exchange information. The Consultant shall distribute a detailed Work Breakdown Structure (WBS) plan and baseline schedule in MS Project format of the entire contract. The plan and schedule shall be updated, tracked against baseline, and submitted as part of the progress payment requests.

b) Regular Project Conferences with Engineering Staff
The Consultant shall regularly schedule conferences with City engineering staff during the pre-design, on an as-needed basis, but no less frequently than monthly, to discuss Project progress (from an updated schedule), Project issues and needs, upcoming activities, and open and new action items.

3. Initial Submittal
An Initial Submittal shall be made to the City by the Consultant. Submittal is to give the City a preview of the anticipated City effort for the initial pre-design work, including, as a minimum:

a) Information Consultant will need from the City.

b) Decisions the City will need to make, options available and date needed.

c) A list of main issues, constraints, site/facility requirements.

d) Quality assurance: what equipment or materials to specify.

e) The baseline project schedule in MS Project format.

4. Coordination with Utilities Operations
The Consultant shall meet with select personnel from Water-Gas-Wastewater (WGW) Operations and Electric Operations to obtain their input into the pre-design work. The Consultant shall be prepared to describe proposed facilities and equipment, and to elicit input from operations staff regarding their requirements and preferences. The
Consultant should make a strong effort to ensure Operations staff have a thorough understanding of the issues at hand. The discussion shall include a brief description of operation and maintenance requirements, and of the anticipated control and instrumentation scheme. The Consultant shall document the concerns and needs expressed by Operations personnel, and the engineering team's responses.

5. Pre-Design Study and Pre-Design Progress Submittal
The Pre-Design Progress Submittal shall be made by Consultant to document the in-process pre-design engineering study in an informal report or letter. The submittal will inform staff as to the alternatives and options under consideration, such as alternative facility layouts and options for equipment and controls, the factors which will influence design and construction, and how these factors will be addressed in procurement, design and/or construction. The Pre-Design Progress Submittal shall include the drawings and explanatory text for the conceptual design alternatives that are listed below. The Pre-Design Study shall address the following pre-design elements and all other elements for completing a pre-design:

- Hydrogeologic and geotechnical factors.
- Environmental factors and mitigations.
- Water quality considerations, including identifying potential iron and manganese contaminated aquifers, and techniques for avoiding contamination.
- Design criteria and assumptions, including well yield (flow) capacity, chloramination dosing and chemical storage, and emergency power supply.
- Conceptual design alternatives, including drawings & explanatory text of:
  - Site plan showing structure, existing utilities and proposed utilities including piping to the City's potable water distribution system and to nearby sanitary or storm sewers for discharging during well testing, flushing and/or periodic exercising of the wells.
  - Floor plan of structure with equipment and piping shown.
  - Proposed landscaping alternatives.
  - Architectural features for the Library/Community Gardens above the ground structure.
- Operations factors, including normal operating and maintenance requirements and operating schemes under emergency and continuous operating modes.
- Control and instrumentation strategies/logic and block diagrams. (SCADA)
• Equipment and/or materials which are determined to be necessary for the design-build contract to ensure that the City receives a quality product.
• Design-Build contract procurement alternatives and recommended approach (RFQ, RFP elements, schedule, construction management requirements, etc.).
• Estimated cost of the design-build contract and of any other anticipated costs, such as third party construction management if needed. Estimates are to be based on the current market and on recent bids (escalated per ENR indices) for similar, successful projects (at least 3 projects). Cost sources shall be documented.
• Estimated annual O&M costs for the facilities, with a benefit-cost analysis for key alternatives (equipment, operation, etc.).
• Key considerations for the design-build RFQ and RFP.
• Key considerations for risk management and owner representation during the design & construction phase.
• Consultant shall provide twenty (20) copies of the Pre-Design Progress Submittal.

a) Meeting with City staff
After the Pre-Design Progress Submittal is completed the Consultant shall meet with Engineering and Operations staff, and possibly other City stakeholders, to explain the in-progress work, key design factors and operations considerations, and to elicit feedback and preferences from the participants. The meeting shall also include clarification of City expectations and evaluating them for practicality and realism. It is understood that the City staff will review the Pre-Design Progress Submittal and conceptual facilities layout and provide comments back to the Consultant.

6. Environmental Mitigations
The Consultant shall implement all mitigation measures, as listed in Table S-1 of, and explained elsewhere in, the Project Environmental Impact Report, which apply to the pre-design drilling and boring operations.

Consultant shall coordinate with the City's Planning Department and with Utilities Engineering to determine the applicability and extent of mitigations required for the drilling.

7. Permits
a) The Consultant shall obtain any permits needed for the drilling operations including the permit from the Santa Clara Valley Water District (SCVWWD), and any other applicable permits for the
drilling work. It is understood that the Consultant will pay the permit fees up to a limit of $1,500.

b) At the commencement of the project work on behalf of the City of Palo Alto apply to the Department of Public Health for an amendment to the City's existing permit to include the new "stand-by wells". This includes meeting the department of Public health at the project sites for their initial site acceptability review. The application is currently processed on an hourly basis at $111.06 per hour, and therefore the permit fees are undeterminable for the purpose of this scope of work. All permit amendment fees will be paid for from Additional Services.

c) The Consultant shall evaluate permitting requirements of any other permitting agencies, as applicable, for the new well facilities. Consultant shall obtain permits, if agency will grant during a permit during pre-design, and the permit fees will be paid out of Additional Services.
8. Architectural Review
The Consultant shall submit conceptual design (approx. 35%) drawings of the Library/Community Gardens above ground structure to the Planning department for architectural review sufficient for design-build and approval. Drawings required for review may include a site plan with landscaping, floor plan, roof plan and elevations.

The draft Pre-Design Engineering Report shall contain all the elements and graphics of the final report and shall be submitted in substantially complete form. Consultant shall provide to the City twenty (20) copies of the draft report.

The Consultant shall meet with Engineering and Operations staff, and other City stakeholders, to describe how they've addressed input received from staff during pre-design, and to explain and discuss key elements of the PER and Consultant's recommendations for the new facilities. It is understood that the City staff will review the draft report and provide comments back to the Consultant.

10. Pre-Design Engineering Report
The Pre-Design Engineering Report (PER) shall document the pre-design work and shall contain graphics, text and recommendations, and will serve as the basis for the design-build RFP and contract. The PER shall include, but is not limited to:

- **Graphics:**
  - Site plan showing the relationship of the new facilities to the site, including existing utilities.
  - Developed conceptual design (approximately 35% stage of completion) drawings of the above and below ground structures, in plan and section, and the proposed landscaping. Structure plan and sections shall show the location and scale of equipment.
  - Architectural renderings, in perspective, of the above ground facilities showing the environmental setting. It is understood that these renderings are meant to be simple graphics suitable for presentation to the City Council and the Architectural Review Board (ARB).
  - Control and instrumentation block diagrams (including logic scheme) detailing the control and monitoring of the systems (SCADA)

- Text with table of contents, executive summary and tables and/or figures. The report shall document the results of the
pre-design study including the design elements listed in Task 5 for the Pre-Design Progress Submittal, and the Consultant's recommendations.

- Projected schedule for the procurement and design-construction phases using MS Project format.
- A comprehensive and detailed Work Breakdown Structure (WBS) type list of steps for the procurement and design-construction phases of the project, and a PERT chart or flowchart showing task interrelationships and dependencies.
- Appendices:
  - Specifications for equipment and materials deemed essential to ensuring that the City receives a quality facility that is operator friendly and energy efficient.
  - List of 1 or 2 manufacturers for each key mechanical, electrical and control
  - Equipment (e.g. pumps, motors, casings, etc.).
  - Test well data: Hydrogeologist's report with drill log data.
  - Geotechnical report for design of the structures.

The PER shall be delivered in hardcopy and electronic format (text in MS Word &/or PDF, and drawings in AutoCAD). Consultant shall provide twenty-five (25) hardcopies of the PER.

11. Risk Management Plan
The Consultant shall prepare a Risk Management Plan which describes risk factors (City at risk) during the design and construction phase, and recommendations for mitigating these risks. The plan will provide the City with means for minimizing or eliminating project change orders and ensuring quality of design, equipment and materials, and construction of the new well facilities. The Risk Management Plan shall be delivered to the City at least one month before drafts of the RFQ and RFP packages are delivered.

12. Research
a) At the commencement of the Project work, SEI shall research the following:
1) public records of subdivision and survey maps to determine and verify right-of-ways and property boundaries,
2) file copies of utility service districts and companies to locate existing
   • electrical, gas, telephone, and cable television
   • overhead and underground services,
   • storm drain,
   • sanitary sewer, and
   • water mains.
b) Research will be facilitated by meeting with local public agencies, utility companies, and service districts and will be verified by field investigations to identify the characteristics and needs of the Project.

13. Topographic Surveying and Mapping
a) At the commencement of the Project work, SEI shall
1) obtain a detailed topographic map of the Project well sites obtained by conventional surveying methods including
   • location and flow lines of pertinent underground pipelines including, if necessary, arrangement for portholing at crossing conflicts,
   • identification of existing improvements to be salvaged and/or removed, and
   • identification of landscaping and trees.
2) establish horizontal and vertical control points at the Project well sites tied to the City's horizontal and vertical controls.

14. Remote Monitoring and Control of Wells
Establish the design-build criteria to remotely monitor and control the operation of the wells through the City's Supervisory Control and Data Acquisition (SCADA) or other telemetry/computer system for routinely scheduled maintenance and during (and after) an emergency event. Deliverables included in the PER will be as follows:
a) A written specification for the Remote Telemetry Units (RTU).
b) A written specification for SCADA Central Configuration.
c) One (1) site visit to review SCADA central and discuss system requirements with City staff.
d) Sample written control loop description for general well operation.

e) Requirements for the communication medium.
f) Partial Control system Architecture Diagram showing elements of the SCADA system.
g) SCADA preliminary input and output list requirements.
h) Programming to define the criteria for a maintenance module that ensures automatic City notification when maintenance and testing are due to be performed.
i) Minimum qualifications of SCADA system designer-builder.
Assumptions the above services are based on are as follows:
a) City SCADA requirements for RTU and SCADA central configuration for control logic and preventative maintenance are well defined, documented and available for consultant use.
15. Project Communications
   a) Develop project communications including website materials, fact sheets, customer notifications, presentation materials and/or miscellaneous project communications. Consultant may assist with meetings of neighborhood groups and with presentations to City Council, the Utilities Advisory Group, or other City departments. $4,243 has been budgeted for this task. Services beyond this amount must be pre-authorized under Additional Services.

16. Services during the design-build phase
   a) Design-Build Project Initiation
      1) Assist the City with the transfer of the pre-design build project data to the selected design-build contractor/engineer. This includes consultation with City staff, communicating pre-design information to the designer/contractor and participation in one (1) initial project meeting.
   b) Review of Design-Build Engineer's Design
      1) The Consultant shall review the design-build engineer's proposed design at the 60%, 90%, and final design stages for conformance with the PER and the RFP documents. Consultant shall provide a written set of comments documenting any non-conforming items.

F. Additional Services
1. Additional permit fees for pre-design drilling operations. $1,500 has been allocated in task E.7, Permits, for Consultant to pay permit fees for the drilling operations. Should actual permit fees exceed the $1,500 amount, this additional service is for the amount exceeding $1,500.

2. Permit fees for well facilities. This additional service is for any permit fees related to obtaining permits from permitting agencies for the well facilities to be constructed in the design-build phase.

3. Additional services for unforeseen conditions and/or consultant services outside the scope of the basic services in tasks A through E herein, which the City deems necessary to assure a pre-design package that meets the following pre-design objectives as stated in the Pre-design RFP:
   a) The successful design-build team bases their proposal/bid on a clear understanding of the City's requirements and site conditions, eliminating or minimizing change orders during design-build and keeping the project within budget.
   b) The design-build team delivers quality facilities: quality equipment, materials, and construction methods.
c) The well facilities are simple to operate and maintain, and meet Utilities Operation's needs.
d) The well facilities blend in well with the environment and meet community standards.
e) The pre-design schedule is met.
EXHIBIT B
Schedule of Performance

<table>
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<th>Event</th>
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<td>Kickoff meeting</td>
<td>July 1, 2008</td>
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<td>Initial Submittal due</td>
<td>July 16, 2008</td>
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<tr>
<td>Geotechnical bore drilling and data collection</td>
<td>7/16/08 – 7/22/08</td>
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<td>Exploratory test well drilling and data collection</td>
<td>7/23/08 – 8/6/08</td>
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<td>August 26, 2008</td>
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<td>Risk Management Plan due</td>
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<td>Exploratory test well report due</td>
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<td>Pre-Design Progress Submittal due</td>
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<td>Draft RFQ, RFP &amp; procurement schedule due</td>
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<td>RFQ, RFP &amp; procurement schedule due</td>
<td>December 10, 2008</td>
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<td>Design-Build Procurement – Assistance with Prequalification, Selection and Contract Preparation</td>
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<td>E.12</td>
<td>Research</td>
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<td>E.13</td>
<td>Topographic Surveying &amp; Mapping</td>
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<td>E.14</td>
<td>Remote Monitoring &amp; Control of Wells</td>
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<td>E.15</td>
<td>Project Communications</td>
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<td>E.16.a</td>
<td>Design-Builder Selection Assistance and Verification</td>
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<tr>
<td>E.16.b</td>
<td>Design Build Project Initiation</td>
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<td>E.16.c</td>
<td>60%, 90%, and Final Conformance Review of Design-Builders Design</td>
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**Estimated Reimbursable Expenses** $8,700.00
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<tr>
<th>Task Line Item No.</th>
<th>Scope Description</th>
<th>Staff Type or Subconsultant</th>
<th>Hrs</th>
<th>Rate</th>
<th>Est Fee ($)</th>
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<tr>
<td></td>
<td>TOTAL NOT-TO-EXCEED COMPENSATION FOR TASKS A THROUGH E</td>
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<td>$453,639.00</td>
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<td>F</td>
<td>Additional Services</td>
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<td>F.1</td>
<td>Pre-Design Drilling Permit Fees</td>
<td></td>
<td></td>
<td>Per Permitting Agencies Fee Schedule</td>
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<td>F.2</td>
<td>Permit Fees for Well Facilities</td>
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<td>Per Permitting Agencies Fee Schedule</td>
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<td>F.3</td>
<td>Additional Services for Unforeseen Conditions</td>
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<td>Per Consultant's Fee Schedule</td>
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<td>TOTAL BUDGET FOR ADDITIONAL SERVICES</td>
<td></td>
<td></td>
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<td>$90,728.00</td>
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<td>TOTAL PROJECT BUDGET</td>
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<td>$544,367.00</td>
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# Exhibit C

**Siegfried Engineering, Inc.**

**Shaping Success with Client-Centered Solutions**

**Public Works**

"Wage Determination"

**Charge Rate Schedule**

**Pre-Design and Procurement Services**

for

**Design-Build of Water Production Wells**

for

**Emergency Water Supply**

at

**Eleanor Pardee Park and Library/Community Gardens**

**Palo Alto, CA**

(CIP WS-08002-50)

## Classification vs. Hourly Rate

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Principal</td>
<td>$186.00</td>
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<tr>
<td>Senior Associate</td>
<td>173.00</td>
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<tr>
<td>Associate</td>
<td>154.00</td>
</tr>
<tr>
<td>Senior Engineer/Surveyor</td>
<td>135.00</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>127.00</td>
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<td>Engineer/Surveyor II</td>
<td>118.00</td>
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<td>Engineer/Surveyor I</td>
<td>104.00</td>
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<tr>
<td>Engineering/Survey Tech III</td>
<td>93.00</td>
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<tr>
<td>Engineering/Survey Tech II</td>
<td>80.00</td>
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<tr>
<td>Engineering/Survey Tech I</td>
<td>67.00</td>
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<td>Expert Witness</td>
<td>300.00</td>
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<tr>
<td>Clerical</td>
<td>61.00</td>
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<tr>
<td>Survey Instrumentman</td>
<td>152.00</td>
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<td>Survey Chainman/Rodman</td>
<td>120.00</td>
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<tr>
<td>Reimbursable Expenses</td>
<td>Cost + 10%</td>
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<td>Travel, per mile</td>
<td>0.65</td>
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</table>
# ACORD Certificate of Liability Insurance

**PRODUCER**
Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA  94604-2675  
510 465-3090 Christine Silan

**INSURED**
Siegfried Engineering, Inc.  
4045 Coronado Avenue  
Stockton, CA  95204

**DATE (MMDYYYY)**
4/26/08

**IN&Surers Affording Coverage**
- **INSURER A:** Hartford Casualty Insurance Co.
- **INSURER B:** American Automobile Ins. Co.
- **INSURER C:** Hudson Specialty Insurance Company
- **INSURER D:** Hartford Fire Ins. Co.

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
<th>EACH OCCURRENCE</th>
<th>LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>57SBAAZ2068</td>
<td>09/01/07</td>
<td>09/01/08</td>
<td>FIRE DAMAGE (Any one fire)</td>
<td>$2,000,000</td>
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<tr>
<td>CLAIMS MADE</td>
<td>X OCCUR</td>
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<td></td>
<td>MEDI EXP (Any one person)</td>
<td>$10,000</td>
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<tr>
<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
<td>$4,000,000</td>
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<tr>
<td>PRODUCTS - COMPROB AGG</td>
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<td></td>
<td></td>
<td></td>
<td>$4,000,000</td>
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</tr>
</tbody>
</table>

| AUTOMOBILE LIABILITY | 57UECTM7462 | 09/01/07 | 09/01/08 | COMBINED SINGLE LIMIT (Any one accident) | $1,000,000 | |
| ANY AUTO | | | | BODILY INJURY (Per person) | | $ |
| ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | | $ |
| SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | | $ |
| HIRED AUTOS | | | | AUTO ONLY - EA ACCIDENT | | $ |
| NON-OWNED AUTOS | | | | OTHER THAN AUTO ONLY - EA ACCIDENT | | $ |

| GARAGE LIABILITY | | | | | | |
| ANY AUTO | | | | | | |

| EXCESS LIABILITY | 57SBAAZ2068 | 09/01/07 | 09/01/08 | EACH OCCURRENCE | $1,000,000 | |
| CLAIMS MADE | | | | AGGREGATE | $1,000,000 | |
| DEDUCTIBLE | | | | | $ |
| RETENTION | $10000 | | | | |

| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP80954833 | 09/01/07 | 09/01/08 | ± | $1,000,000 | |
| E.L. EACH ACCIDENT | | | | | $1,000,000 | |
| E.L. DISEASE - EA EMPLOYEE | | | | | $1,000,000 | |
| E.L. DISEASE - POLICY LIMIT | | | | | $1,000,000 | |

| OTHER Professional Liability | AEE7158602 | 09/01/07 | 09/01/08 | $1,000,000 per Claim | | |
| | | | | $2,000,000 Annual Aggr. | | |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**

**REF:** ALL OPERATIONS OF THE NAMED INSURED  
GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Palo Alto, its Council Members, Officers, Agents, and Employees.

**CERTIFICATE HOLDER**
City of Palo Alto  
Attn: Purchasing and Contract Administration  
P.O. Box 10250  
Palo Alto, CA  94303

**CANCELLATION Ten Day Notice for Non-Payment of Premium**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL WRIT TEN 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

**AUTHORIZED REPRESENTATIVE**

ACORD 25-S (7/97)  
#M202759  
DAC  © ACORD CORPORATION 1988
INSURED: SIEGFRIED ENGINEERING, INC.
POLICY NO.: 57UECTM7462
POLICY PERIOD: 09/01/07 TO 09/01/08
INSURER: HARTFORD CASUALTY INSURANCE COMPANY

ADDITIONAL INSURED: City of Palo Alto, its Council Members, Officers, Agents, and Employees.

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE
1. WHO IS AN INSURED: The following are “insureds”
c. Anyone liable for the conduct of an “insured”…but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS
B. General Conditions - 5. Other Insurance
a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any
covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any
other collectible insurance.
c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage
is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS
G. “Insured” means any person or organization qualifying as an insured in the Who is An
Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the
coverage afforded applies separately to each insured who is seeking coverage or against whom a
claim or “suit” is brought.

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT
15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any
person or organization with whom you have a written contract that requires such waiver because
of payments we make for damages under this Coverage Form.
EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

Insured: Siegfried Engineering, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAAZ2068
Policy Dates: 09/01/07 to 09/01/08

Additional Insureds: City of Palo Alto, its Council Members, Officers, Agents, and Employees.

C. WHO IS AN INSURED
6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party
(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   (a) In the performance of your ongoing operations;
   (b) In connection with your premises owned by or rented to you; or
   (c) In connection with "your work" and included within the "products-completed operations hazard, but only if
      (i) The written contract or written agreement requires you to provide such coverage to such additional insured;
      (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."
(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering.

E.5. Separation of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).b Primary And Non-Contributory To Other Insurance When Required By Contract
If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)
If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
EXHIBIT E

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do 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; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Proposer is INDIVIDUAL, sign here:
   Date: ____________________________  
   Proposer's Signature

   Proposer's typed name and title

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least (2) Partners or each of the Joint Venturers shall sign here:

   Partnership or Joint Venture Name (type or print)

   Date: ____________________________  
   Member of the Partnership or Joint Venture signature

   Date: ____________________________  
   Member of the Partnership or Joint Venture signature

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

   The undersigned certify that they are respectively:

   President ___________________________ and ___________________________

   Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

   Siegfried Engineering, Inc.

   Corporation Name (type or print)

   By: ____________________________  Date: ____________

   Title: President

   By: ____________________________  Date: ____________

   Title: ____________________________

City of Palo Alto – RFP 126041
Attachment C - Well Site Locations

- Modesto Ash to be Removed
- Potential New Well Location Area
- September 11 Memorial Garden

Figure 2-4
Proposed Library/Community Center Well Site

SOURCE: Carollo Engineers
Figure 2-3
Proposed Eleanor Pardee Park
Well Site