



## City of Palo Alto City Council Staff Report

(ID # 7245)

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**Report Type:** Consent Calendar

**Meeting Date:** 10/17/2016

**Summary Title:** Design Services for WQCP Primary Outfall Line Design

**Title:** Approval of Contract No. C17164199 with Kennedy/Jenks Consultants in the Total Amount Not-to-Exceed \$466,318 to Provide Design Services for the New Primary Outfall Line at Regional Water Quality Control Plant - Wastewater Treatment Fund Capital Improvement Program Project WQ-80021

**From:** City Manager

**Lead Department:** Public Works

### **Recommendation**

Staff recommends that Council approve and authorize the City Manager or his designee to execute the attached contract with Kennedy/Jenks Consultants (Attachment A) in the total amount not to exceed \$466,318 for the design and associated services of a new outfall line from Water Quality Control Plant to the bay as part of the Regional Water Quality Control Plant Capital Improvement Program project WQ-80021, including \$423,925 for basic services and \$42,393 for additional services.

### **Background**

The Regional Water Quality Control Plant (RWQCP) has one 54-inch diameter outfall line to convey treated effluent from RWQCP to the bay, traversing the Palo Alto Airport property. The reinforced concrete pipe, assembled by a bell and spigot type connection, was installed 52 years ago in 1964.

The new outfall line design project is consistent with the RWQCP's [Long Range Facilities Plan \(LRFP\)](#), completed in October 2012 and accepted by Council in July 2012 ([Staff Report ID 2914](#)). The LRFP identified the need for a capital project to replace and/or rehabilitate the pipeline. Additionally, the LRFP Technical Memorandum No. 3 analyzed the capacity of the outfall line to handle the

RWQCP's permitted capacity of 80 MGD under various climate change scenarios related to sea level rise. The study concluded that the existing outfall line capacity is not adequate to pass the RWQCP's peak wet weather hydraulic flow capacity of 80 million gallons per day on its own under all circumstances of high tides and high flows.

## **Discussion**

The outfall line has been in service for about half of its useful life, and although the pipe itself appears to be in good condition, the bell and spigot joints have been failing. In 2014 and 2016, the RWQCP utilized contractors to repair leaks at pipe joints between the RWQCP and the City's airport. In both instances, staff inspected the pipe sections and found them to be in good condition, but repairs were required on a total of nine joints. Subsidence in the soft bay mud since the pipe was installed has likely contributed to the pipe leaks. The leaks are also tidally influenced. The effected pipe sections cover a distance of 2,133 linear feet, consist of approximate 10-foot lengths and equate to about 211 pipe joints.

Of equal concern, as noted previously in this report, the flow carrying capacity of the Outfall Line is inadequate to convey the entire RWQCP peak flow during heavy rain events at very high tides. During the design of the RWQCP's UV Disinfection Facility in 2009, an engineering consultant reviewed the hydraulic capacity for the UV System and the Outfall Line; they determined that the Outfall Line does not have the capacity to pass the design flow of 80 MGD. The estimated maximum capacity of the line in that analysis fell significantly short during peak tides. During heavy rain events and peak tides, this would result in a portion of the Plant's treated effluent flowing to the Bay through a 36-inch Emergency Outfall Line.

Due to the inadequate flow carrying capacity of the Outfall Line, coupled with a high probability of leaky joints continuing to occur along the alignment, a new Outfall pipeline design is recommended. It does not make economic sense to excavate the entire distance, which is routed through the airport's property, apron, and runway, to repair all of the joints. Therefore, a new pipeline is to be designed and constructed, and then the original line can be rehabilitated by a new construction method, such as sliplining, for example. As the outfall line is in service at all times, it cannot be rehabilitated until a new line is operational.

## **Scope of Services Description**

The consultant will provide engineering services to design a new pipeline alignment, including investigation of tidal influence and sea level rise and evaluation of horizontal directional drilling or micro-tunneling construction methods to minimize construction impacts where the pipe crosses Embarcadero Road, areas of the levee, and/or the airport runway/taxiway. The consultant will develop specifications for the existing outfall line rehabilitation, develop needed California Environmental Quality Act (CEQA) documentation, and investigate needed project permits. The consultant will provide services during all phases of the project, including preliminary option assessments, design and permitting, and engineering services during bid, construction, and startup.

On May 16, 2016, a notice for Request for Proposals for design services for a Primary Outfall Primary Outfall Line Design at The Regional Water Quality Control Plant was posted to the City's website and sent to seven design firms. A proposal was received from one firm on June 28, 2016.

#### Summary of Solicitation Process

Proposal Title/Number:	Primary Outfall Line Design at The Regional Water Quality Control Plant - RFP No. 164199
Proposed Length of Project:	10 months
Number of Proposals Mailed and/or Emailed:	7
Total Days to Respond to Proposal:	44
Pre-Proposal Meeting Date:	May 25, 2016
Number of Company Attendees at Pre-Proposal Meeting:	9 firms
Number of Proposals Received:	1
Number of Companies Interviewed:	1
Range of Proposal Amounts Submitted:	\$423,925

#### Evaluation of Proposals

An evaluation committee consisting of the RWQCP engineering staff reviewed the proposal received. The committee carefully reviewed the firm's qualifications and submittal in response to the criteria identified in the RFP. The criteria used to evaluate the proposing firm included: quality and completeness of proposal;

quality, performance and effectiveness of the work plan; proposer's experience; proposer's ability to perform the work within the time specified; cost; proposer's financial stability; proposer's prior record of performance with the City; and proposer's compliance with applicable laws and regulations.

The firm, Kennedy/Jenks Consultants (Kennedy/Jenks), was invited to participate in an oral interview on July 13, 2016. Kennedy/Jenks, having designed many projects at the RWQCP, has substantial knowledge of the RWQCP. Kennedy/Jenks was selected because of its understanding of needed design services, the quality, innovation and thoroughness of its proposed work plan, and the professional experience of the key team members. Although Kennedy/Jenks submitted the lone proposal for the project, during Kennedy/Jenks's presentation and interview, their team members demonstrated a very good understanding of the RWQCP's intentions for this design project, especially in regards to handling the complex permitting process for a construction project under important City assets, including the airport and the Baylands Park.

In addition, Palo Alto Airport upgrades are underway with plans to reconfigure the airport parking areas and resurface the apron and tarmac. Public Works Department staff is coordinating design and construction efforts, to avoid duplication and redesign. In recent years, Kennedy/Jenks has worked at the San Carlos Airport, coordinating similar airport and FAA requirements for pending pipeline construction. Kennedy/Jenks has previously worked with Palo Alto Airport staff.

### **Timeline**

The base design work is estimated to be completed ten months after the issuance of the notice to proceed. Construction is estimated to be completed approximately eighteen months after the issuance of notice to proceed (end of 2018).

### **Resource Impact**

Funds for this design are included in the Plant Equipment Replacement Capital Improvement Program project WQ-80021 in the Wastewater Treatment Fund. It is anticipated that a low interest state loan will be obtained for the construction cost of the project along with modifications to Mountain View, Los Altos, East Palo Alto Sanitary District, and Stanford University partners' agreements for

repayment of the construction loan. The loan will include the cost of this design, which can be reimbursed after issuance of the construction loan.

### **Policy Implications**

Authorization of this project does not represent a change in existing policies.

### **Environmental Review**

This design phase of the project does not require a review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 (b), however, a CEQA review will be completed for the construction phase of the project. At a minimum, a mitigated negative declaration (MND) is expected for the construction phase.

#### **Attachments:**

- Attachment A: KennedyJenks Consultants- C17164199-082916 (PDF)

## Attachment A

### **CITY OF PALO ALTO CONTRACT NO. C17164199**

#### **AGREEMENT BETWEEN THE CITY OF PALO ALTO AND KENNEDY/JENKS CONSULTANTS FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 17<sup>th</sup> day of October, 2016, ("Agreement") by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **KENNEDY/JENKS CONSULTANTS**, a California corporation, located at 2350 Mission College Boulevard, Suite 525, Santa Clara, CA 95054 ("CONSULTANT").

#### **RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to install a new outfall pipeline in parallel to the existing 54-inch outfall pipeline at the Regional Water Quality Control Plant ("Project") and desires to engage a consultant to provide design services 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, in this Agreement, the parties agree:

#### **AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at 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.

☐ **Optional On-Call Provision** (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

#### **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 at 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" ("Basic Services"), and reimbursable expenses, shall not exceed **four hundred twenty-three thousand nine hundred twenty-five Dollars (\$423,925)**. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed **four hundred sixty-six thousand three hundred eighteen Dollars (\$466,318)**. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. 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.

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 at 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-1"). 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** 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 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.**

☐ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

☒ **Option B: Subcontracts Authorized:** 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: Abrams Associates, Bohley Consulting, Inc., CSC, McMillen Jacobs, Tanner Pacific, Inc., WRA.

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 Mark Minkowski, PE as the project manager to have supervisory responsibility for the performance, progress, and execution of the Services and 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.

CITY's project manager is Tom Kapushinski, Public Works Department, Environmental Services Division, email: [Tom.Kapushinski@CityofPaloAlto.org](mailto:Tom.Kapushinski@CityofPaloAlto.org), Telephone: 650-617-3130. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** 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.**

☒ [Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed

**professional land surveyors.]** 16.1. To the fullest extent permitted by law, CONSULTANT shall 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 CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

☐ **[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.]** 16.1. To the fullest extent permitted by law, CONSULTANT shall 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") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from 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. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

#### **SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. 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 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. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

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.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY's Environmentally

Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

#### **SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.**

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

#### **SECTION 25. NON-APPROPRIATION**

25.1. 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 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

#### **SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

☐ 26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not

include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

**OR**

☒ 26.1 **CONSULTANT is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2 CONSULTANT shall comply with the requirements of Exhibit "E" for any contract for public works construction, alteration, demolition, repair or maintenance.

## **SECTION 27. MISCELLANEOUS PROVISIONS.**

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10 All unchecked boxes do not apply to this agreement.

27.11 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.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

**CONTRACT No. C17164199**  
**SIGNATURE PAGE**

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**

City Manager (Contract over \$85k)  
Purchasing Manager (Contract over \$25k)  
Contracts Administrator (Contract under \$25k)

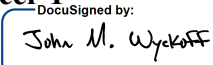
APPROVED AS TO FORM:

City Attorney or designee  
(Contract over \$25k)

Contracts Administrator  
(Checklist Approval)

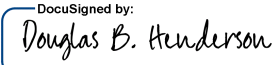
**KENNEDY/JENKS CONSULTANTS**

**Officer 1**

DocuSigned by:  
By:   
DB563BE82979458...  
Name: John M. Wyckoff

Title: Vice President

**Officer 2 (Required for Corp. or LLC)**

DocuSigned by:  
By:   
7CE01CC494DB4E5...  
Name: Douglas B. Henderson

Title: Assistant Secretary

**Attachments:**

EXHIBIT "A":	SCOPE OF SERVICES
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	HOURLY RATE SCHEDULE
EXHIBIT "D":	INSURANCE REQUIREMENTS
EXHIBIT "E":	DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS



## **EXHIBIT “A” SCOPE OF SERVICE**

### **I. INTRODUCTION**

The City of Palo Alto, Department of Public Works, Regional Water Quality Control Plant (RWQCP, or the Plant) intends to install a new outfall in parallel to the existing 54-inch outfall. The outfall operates 24/7 and conveys final treated water from the Plant to an unnamed slough in San Francisco Bay. Upon completion of the new pipeline, the City may choose to reline and/or rehabilitate the existing line for use as supplemental capacity in light of current sea level rise and the flow-through capacity limitations during high tide / high Plant flow situations.

RWQCP is requesting proposals for Consultant services for the design of a new outfall pipeline at the RWQCP and for the rehabilitation and/or relining of the existing 54-inch outfall. The Consultant (Engineer) shall provide engineering services during all phases of the project from preliminary options assessments, environmental documentation, design, permitting, and services during bidding, construction, and startup.

### **II. BACKGROUND**

The Palo Alto Regional Water Quality Control Plant (Plant or RWQCP) treats wastewater from six communities (the Partners). The City of Palo Alto (City) owns and operates the RWQCP. The service area is a mix of institutional, residential, and commercial uses consisting of approximately 223,100 residents. The Plant has a design capacity of 39 mgd, average treated flow of 19 mgd, and a wet weather capacity of 80 mgd. Peak daily flow to the outfall during dry weather is 30 to 39 mgd and the morning low flow is typically about 5 to 10 mgd.

The plant has two outfalls. The 54-inch outfall is the line that is currently in use at the RWQCP. The 36-inch emergency outfall is used only in the event that the 54-inch outfall is blocked or cannot carry all water. Stop logs inside the Outfall Box normally direct all flow to the 54-inch outfall. Both outfalls exit the Outfall Box at the north end of the Plant site.

The 54-inch outfall exits the RWQCP and discharges into an unnamed slough adjacent to the Palo Alto Airport. The pipe consists of individual 10-foot-long segments. The alignment of the outfall travels north beneath the airport apron (with parked airplanes above) and crosses over to the slough just south of the south end of the airport runway under a levee. It was installed in approximately 1964. It is a reinforced concrete pipe (RCP), 2,133-feet in length, which transitions to a 60-inch corrugated metal pipe (CMP) for the final 24-foot run into the unnamed slough. The outfall was installed in shallow earth using open trench construction methods with a few feet of cover and has no slope (i.e., is installed at the same invert along its entire length). Recent excavations to repair leaks in the outfall have revealed that the pipe cylinder is still in relatively good condition; however the rubber gasket joints have begun to fail in a handful of locations

and cause small leaks. Subsidence over the last 51 years has likely contributed to the small pipe leaks; the flowrate of the leaks have been tidally influenced when the pipe is surcharged.

The Emergency Outfall is a 36-inch line that discharges to the former Yacht Harbor, which is now the Baylands tidal marsh within Baylands Park. The alignment travels east from the Outfall Box. It was installed in approximately 1956. It is also an RCP outfall, 950-feet in length, which transitions to a 36-inch CMP for the final 30-foot run into Mayfield Slough.

### **III. SCOPE OF WORK**

The Consultant's scope of work shall include, but not necessarily be limited to the following:

#### **Task 1 – Design Services**

##### **Task 1.1 New Outfall.**

The Consultant shall provide a design for a new pipeline alignment. Two pipe alignments are to be considered: a route that runs parallel to the existing line; and a route that avoids the airport apron and runs somewhat parallel to the levee to the east of the airport property.

- Investigate tidal influence and sea level rise implications. Consider a check valve at the pipeline discharge into the slough. The check valve, if needed, should be a passive valve that requires little maintenance, and provides reliable outfall backflow prevention from surcharging.
- Consider that the levee elevation could potentially be raised to address future sea level rise. The pipeline design should account for the additional load placed on it should the levee elevation be increased. Refer to the Preliminary Alternatives Report for the SAFER Bay Project, Task Order 2 (See attachment B15). For more information, contact staff in the Public Works Engineering Services Division and their engineering Consultant (HDR Engineers), who developed the report, and who are conducting an ongoing study of levee improvement options to address future sea level rise scenario.
- Develop plans and specifications for the pipe material, isolation valves, jointing method, and construction methods. Regarding pipe materials and jointing methods, Plant Engineering staff is interested in seamless HDPE piping but open to the Consultant's recommendation.
- Investigate pipe materials and joining methods and a recommendation of the best alternative for the Plant.
- Consider the use of horizontal directional drilling (HDD), jack and bore, or micro-tunneling construction methods to minimize the construction impacts of the new alignment, especially where it crosses Embarcadero Road, areas of the levee, and/or the airport runway/taxiway.
- Develop options for making the new pipeline tie-ins to the Outfall Box or to the Chlorine Contact Tank Outlet Box.
- Address potential impacts to the 12-inch HDPE Renzel Marsh line that is

connected at the Outfall Box. Consider options to have the existing 12-inch Renzel Marsh suction pipe changed to a pumped connection (appx 30 h. p. submersible pump) from the old Chlorine Contact Tank outlet box instead of a gravity fed (tidally influenced) feed from the Outfall Box. The problem is this: the 12-inch line receives air and causes Renzel Marsh pump cavitation at the marsh pump in the Administration Building during very low tides or after plant shutdowns when the outfall box level is low. A VFD driven submersible pump would also have a higher suction head in the old Chlorine Contact Tank outlet box, match flow needs of the Renzel Marsh, and thereby lower energy consumption for this pumping.

- Address impacts to the sampling connections at the Outfall Box needed for regulatory permit compliance on a daily basis, including sampling connections (all pumped by a sample pump at the Outfall Box) for peak flow grab samples, 24-hour composite samples taken daily and during bypasses with powered and refrigerated composite samplers, and 5-day flow through bioassay acute toxicity sampling.
- Provide design drawings that are compliant with FAA design standards for airport construction.
- Ensure that all areas of the RWQCP, the Airport, and the Baylands that are affected by the construction of the pipeline is returned to its original conditions or even improved. All landscaping, roads, curbs, fencing, etc. is to be restored.

### Task 1.2 Electrical, Instrumentation, and Control Systems

Include electrical and instrumentation design of key analytical instruments. An Effluent Monitoring Station is envisioned to be located at the outlet of the pipeline to monitor several water quality parameters, primarily pH to lower upstream alkalinity chemical dosing costs but also potentially measurement of dissolved oxygen and temperature as well to reduce staff workload.

- Develop the electrical design for power and signal conductor conduits to provide power circuits from the RWQCP to the Station.
- Provide the control system interface for output signals, such to enable the analytical signals to be transmitted from the instruments to the Plant Allen-Bradley PLC and thereon to the iFix 5.8 SCADA System.
- Provide a fenced or similar protective, secure enclosure for the Effluent Monitoring Station to protect against vandalism. The preferred location of the station is on the airport property. Fencing or enclosures need to comply with the Design Guidelines of the City of Palo Alto Baylands Nature Preserve. Refer to the Baylands Design Guidelines.
- Note that any utilities at the levee, junction boxes at the airport, etc., will also need to be secured against vandalism and meet the requirements of agencies having jurisdiction over utilities in and around the levee as well as at the airport.

### Task 1.3 Existing 54-Inch Outfall Rehabilitation and/or Relining.

The Consultant shall to provide a design method to rehabilitate and/or reline the existing pipeline.

- Provide a technical memorandum that investigates and summarizes the various rehabilitation and relining options to be considered, with a recommendation and reasoning for the method selected.
- Develop plans and specifications for the pipe rehabilitation and/or relining option selected and the construction method.

#### Task 1.4 Design Review Workshops.

The Consultant shall include a design review workshop at the RWQCP at the 30%, 60%, and 90% design phases. A design review teleconference is sufficient at the 100% design phase.

#### Task 1.5 Stakeholders and Outside Entities Impact Evaluation.

The Consultant shall investigate how the design and the construction of the new pipeline will impact several stakeholders and other outside agencies. Recommend mitigation measures to reduce the potential impacts.

- Provide a technical memorandum summarizing the impact of the construction and operation of the new pipeline with the various stakeholders and other entities having jurisdiction over infrastructure in the local vicinity.
- Investigate the impact the new outfall will have on the Plant's NPDES Permit and issues of the Regional Water Quality Control Board. Coordinate with Plant regulatory staff.
- Ensure the design and construction will comply with the Baylands Master Plan.
- Ensure that the pipe complies with the design standards and permit requirements of jurisdictions having oversight of the levee system.
- Any disturbance to the existing levee may require permits from California Department of Fish and Wildlife, the USEPA, the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the Bay Conservation and Development Commission. Investigate which permits will be required to allow for construction. Complete permitting applications and process applications as required.
- Ensure that the design meets the requirements of the Palo Alto Planning & Transportation Commission (PTC) and the Parks and Recreation Commission (PARC) for acceptable land use. The PARC may require a Parks Improvement Ordinance (PIO), which may include the addition of vegetation and restoration of native habitat in the local area where the Outfall Line discharges into the Baylands.
- Review the design requirements of the Palo Alto Airport business plan.
- Ensure the pipeline alignment and construction methods through the airport property meet Federal Aviation Administration (FAA) criteria and are compatible with the airport business plan.
- The Palo Alto Airport (PAA) has initiated a project on the airport property for the redesign of the Airport Apron and Runway. The Consultant selected for

the new outfall design project will be required to coordinate with the Airport's on-call design Consultant, so as to avoid duplicate efforts and unnecessary redesign costs. Currently, PAA has contracts with C & S Companies and Mead & Hunt for engineering services.

#### Task 1.6: CEQA Documentation

The Consultant shall develop the documentation that is necessary to meet requirements of the California Environmental Quality Act (CEQA) for the project. Staff anticipate the need for an Initial Study/Mitigated Negative Declaration (IS/MND) for the project, at a minimum. The Consultant shall address environmental concerns related to the pipeline alignment, including the construction methods, as it relates to the levee.

- Consultant shall evaluate the impacts of construction and levee protection during construction.
- Consultant shall evaluate the pipeline alignment and construction impacts on the Baylands' biological and recreational resources.
- Air emissions and noise associated with truck traffic and heavy equipment during construction, although not expected to be substantial, needs to be considered. The impacts to these resources need to be evaluated and are required to be less than the CEQA significance threshold to allow adoption of an MND. The City also has a Noise Ordinance that must be complied with, as outlined under Task 1.7.
- Consultant needs to carefully consider the impact of construction at the Baylands. This preserve has a substantial resident population of birds as well as it is a major migratory stopover on the Pacific Flyway. The Consultant shall evaluate and design mitigation measures for possible impact to Ridgway's Rail and Salt Marsh Harvest Mouse habitat.
- If there are no significant impacts to be mitigated, the MND documentation is anticipated to be most important aspect of the CEQA document. The Consultant shall prepare the document, respond to comments, and attend a public hearing at an evening meeting of the Palo Alto City Council.

**NOTE:** If an EIR is required, a contract amendment for Council approval would be prepared for the additional work.

#### Task 1.7 – Permits and Regulations

Design shall comply with Palo Alto Municipal Code, state and federal regulations, CalOSHA requirements, and so forth. Details are listed below.

- Consultant will investigate what permits are necessary for the project and will assist the City to obtain all permits required by the outside stakeholders, as outlined in Task 1.5.
- Regional Water Quality Control Board (RWQCB): Plant staff will handle coordination with RWQCB staff for the construction of the new pipeline. Consultant shall provide technical support, as necessary, as it relates to the

new pipeline.

- Avoidance measures for Special Status Wildlife Species during construction may be required by the Planning and Transportation Commission. Pre-construction nesting surveys, biological monitoring of work activities for active bird nests, as well as training construction staff to recognize these habitat activities, are all part of the mitigation measures that the construction Contractor may need to implement. The Consultant shall develop specifications for all required mitigation measures.
- The Consultant needs to be aware of the coordination required with the City stakeholders. The City stakeholders that could have a role in the approval process for various aspects of this project include The Planning and Transportation Commission (PTC), City Council (PACC), and the Parks and Recreation Commission (PARC).

*Palo Alto Planning Department Coordinated Approvals:*

Permits and approvals are required: Specifically, the design shall comply with the plant and airport zoning requirements of a PF (D), which is a Public Facilities District (see PAMC Chapter 18.28). The airport and airport related uses are conditionally permitted (CUP) land uses for the Special Purpose Districts.

Comply with noise ordinance at PAMC Chapter 9.10 and Palo Alto Comprehensive Plan Goal N-8, regarding noise. Conduct a noise study, as necessary to comply with PAMC and Comprehensive Plan goal. RWQCP will pay Planning Department fees.

Planning & Transportation Commission (PTC): It is anticipated that Planning Department internal Staff Review of the project will be sufficient, however, assume one public meeting for approval at PTC.

Palo Alto City Council (PACC): Assume one public hearing at PACC for project CEQA approval.

Parks and Recreation Commission (PARC): A Park Improvement Ordinance application is required by PARC for review, with approvals by PARC and PACC. Assume one public hearing for the Park Improvement Ordinance approval.

*Tree Removal*

Trees that must be removed must be detailed on a landscape drawing and a permit obtained prior to removal. As there are a few trees located in the vicinity of the Plant Outfall Box, one or more trees may require being removed to allow for construction to take place. Tree removal should be avoided, if possible.

Task 1.8 Utility Coordination

- Show buried utilities by researching all available sub-surface utilities owned

by the City, the PAA, EPASD and third parties.

- Include utility re-routing designs as necessary for interfering utilities at the Plant, in Embarcadero Road, and at the airport area including street lighting lines, high voltage lines, low voltage lines, signal, irrigation control, sewer, water, phone, fiber optic, recycled water, gas, cable, and storm drain.
- Include design for maintaining and restoring impacted landscaping and landscaping irrigation at the Plant, along Embarcadero Road at the airport, and along the levee.
- Include design for reconstructing the levee trail for park users. Include trail control detours and work restrictions for use during construction per requirements of Palo Alto Community Services Department Open Space staff.
- Include design for trench backfill, temporary paving, repaving, surface restoration, and restriping per Plant, City Public Works Department, City Utilities Department, Palo Alto Airport, and FAA standards and requirements. Follow City Public Works and Utilities Standards. Follow FAA standards in airport area of influence.

## **Task 2 – Construction Coordination**

### Task 2.1 Shutdown / Bypass for Piping Tie-Ins

- Develop plans and work restrictions as a guideline for the contractor to set up to isolate the Outfall Box from the work and to perform the new pipe tie-in to the Outfall Box, taking into account the seasonal flow conditions and continuous operation of the Plant.
- The work restrictions are to include a detailed plan for the contractor to coordinate the shutdown (if required) with Plant Operations for a temporary bypass line / pumping operation that will be required while making piping tie-ins, pipe pressure testing, and commissioning the new line.

### Task 2.2 Airport and Embarcadero Road Work Restrictions

- Develop plans and work restrictions in order to minimize the impact to the Airport operations during the construction.
- Investigate the current Federal Aviation Administration (FAA) requirements for the construction on and in the Airport Influence Area of existing airports. Include these requirements in the project specifications for work restrictions. Prepare FAA paperwork for submission in advance of Planning Department and CEQA approvals.
- Develop traffic control design drawings by a registered professional for approval by the Transportation group in the Planning Department for stipulating traffic control requirements for construction impacting the right-of-way in Embarcadero Road. Include these requirements in the project specifications for work restrictions.

### Task 2.3 Laydown and Pipe Storage Area Coordination

- If required, Consultant shall prepare drawings indicating where trucks can unload pipe segments, backfill materials, etc. Drawings shall indicate where pipe segments can be stored during construction. If lease arrangements are needed, Consultant will coordinate requirements and identify potential sites

that the City can use in its invitation for bid documents.

### **Task 3 – Services during Bidding**

Although the design of the new pipeline and rehabilitation/relining design of the existing 54-inch outfall will be performed under the scope of this design contract, it is likely that the construction of the project will take place in two phases. The new pipeline will be installed first, and the rehabilitation of the existing line would not take place until a later date. This point should be kept in mind in the development of the design package and for services during bidding (SDB) and services during construction (SDC). The cost proposal shall include breakdown for each phase of construction.

Consultant shall assist the City in preparation of construction bid package. The construction bid form will be broken down into two phases, the construction of the new pipeline and rehabilitation of the existing 54-inch outfall.

#### **Task 3.1 – Prepare Clarifications and Support City Response**

Consultant will receive inquiries from potential bidders pertaining to the bid documents and will provide responses to requests for clarifications and/or information from prospective bidders.

#### **Task 3.2 – Prepare Addenda**

Consultant shall assist the City with preparation of Project addenda and furnish the original plans, specifications and/or details required for said addenda

#### **Task 3.3 – Pre-Bid Conference Support / Site Walk**

Consultant will attend and assist the City at the pre-bid conference as well as the project site walk-through for each of the project phase packages.

### **Task 4 – Services during Construction**

#### **Task 4.1 New Pipeline Services.**

- Consultant shall review submittals from the contractor for conformance with the Contract Documents. The Consultant shall review and return the submittal comments to the City within seven calendar days.
- Consultant shall prepare written responses to the Requests for Information (RFI) submitted by the contractor. The Consultant shall review, comment and return the RFI responses within seven calendar days.
- Consultant shall review and validate the Contract Change Order requests submitted by contractor for accuracy and correctness, as requested by the City.
- As requested, the Consultant shall attend periodic Project Progress Meetings with the Contractor. Please allow for one meeting per month, at a minimum, during the construction phase.
- The Consultant shall provide the technical support to the City during testing of the new pipeline alignment. The Consultant shall assist the City in monitoring, documenting and/or validating any testing required by the permitting agencies.



- The Consultant shall review equipment O&M Manuals for valves, instruments, etc.
- The Consultant shall review the “as-built” or “red line” drawings and documents maintained by the contractor during construction. Upon construction completion, the Consultant shall prepare one full-size, one half-size (11”X17”) sets and two electronic copies of the record drawings. The electronic copies shall be (a) in AutoCAD 3D Civil 2013 format and (b) in a format (such as ‘DXF’) suitable for uploading into City’s GIS system. The record drawings shall consist of annotated contract drawings and electronic files showing changes in design and construction.

#### **Task 4.2 Existing Outfall Relining and/or Rehabilitation Services.**

- Consultant shall review submittals from the contractor for conformance with the Contract Documents. The Consultant shall review and return the submittal comments to the City within seven calendar days.
- Consultant shall prepare written responses to the Requests for Information (RFI) submitted by the contractor. The Consultant shall review, comment and return the RFI responses within seven calendar days.
- Consultant shall review and validate the Contract Change Order requests submitted by contractor for accuracy and correctness, as requested by the City.
- As requested, the Consultant shall attend periodic Project Progress Meetings with the Contractor. Please allow for one meeting per month, at the minimum, during the construction phase.
- The Consultant shall provide the technical support to the City during testing of the repaired pipeline alignment. The Consultant shall assist the City in monitoring, documenting and/or validating any testing required by the permitting agencies.

### **Task 5 – Specialty Services**

#### **Task 5.1 Specialty Services.**

Consultant shall provide specialty services as requested by the City that are deemed to be important supplements to the design of the project. These services include Geotechnical CPT, Trenchless supplemental ESDC, CEQA Noise Evaluation, and a Risk Workshop and technical memorandum.

#### **Task 5.2 Reimbursables.**

Fees for this should include miscellaneous costs incurred such as travel, copying documents, film, video, photographs, computer, and postage expenses; and assistance during testing. The expenses for above are reimbursed at cost.

### **Task 6 – Project Management**

This task covers work activities on the proposed Project related to project management, project administration, and coordination with the City and various agencies. This task also consists of the activities associated with measuring and reporting the progress of the project.

**Task 6.1 Project Management Communications.**

Consultant Project Manager will conduct a bi-weekly status call with the project team, including the environmental and permitting subconsultants. The frequency of the internal team meeting is anticipated to be less frequent during final production phases.

**Task 6.2 Project Status Updates & Invoicing.**

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Professional Services Agreement (Agreement) and the work breakdown structure (WBS). Consultant will prepare and submit monthly invoices electronically to the City in accordance with the Agreement.

**Task 6.3 Project Set-Up.**

This task addresses activities related to initial project set up once the City has authorized the work. It also covers contract and authorization modifications, if any, that may be necessary during the course of the Project.

**Task 6.4 Health & Safety.**

This task covers work activities to prepare a Health and Safety Plan (HASP) and a Hazard Appraisal and Recognition Plan (HARP).

**Task 6.5 QA / QC.**

Consultant will conduct a quality assurance/quality control (QA/QC) program for all work activities included in this scope of services including a Concept & Criteria Review during the preliminary design phase (10%), and Quality Control Reviews of all intermediate and final deliverables.

**IV. DELIVERABLES****30% Design - Develop Design Criteria**

- Provide a Preliminary Design Report (PDR) that discusses the impact to permits and regulations, CEQA research and evaluation, and compliance with outside stakeholders' requirements.
- Develop a technical memorandum with a geotechnical investigation, including drilling permits, of the soil conditions and how the soil could impact the finished pipeline.
- Provide technical memorandum detailing hydraulic design decisions and analysis for a new outfall. Provide details of the impact to the Plant discharge permit and if it is possible to use the Emergency Outfall during the piping tie-in to the Outfall Box
- Provide a technical memorandum that discusses the rehabilitation and/or relining options for the existing pipeline and how the recommended option was arrived at. The memo should also include the details of the repair / rehabilitation methods for the existing 54-inch outfall.

- Provide preliminary plan and profile for the proposed parallel pipeline alignment.
- Provide a preliminary cost estimate for the proposed parallel pipeline, and separately for rehabilitation of the existing outfall.
- Provide six hardcopy sets of the PDR, technical memorandums and associated documents and one electronic copy (PDF would suffice).

#### **60% Design**

- Draft of the Final Preliminary Design Report (PDR), as necessary based on further correspondence with CA CEQA and outside stakeholders' input. The report should discuss the City's desire to minimize the impact to the environment, with an effort towards gaining adoption of an MND.
- Develop construction documents, which include drawings, technical specifications, work restrictions and other special conditions.
- Consultant shall incorporate all the comments and concerns issued during the previous review. The design shall be the true reflection of City's intent for this project, which is to provide a reliable, leak-free outfall.
- Provide four sets of drawings, specifications and other 60% deliverable documents.
- Update construction cost estimate for each task and phase.

#### **90% Design and Final Design -**

- Consultant shall perform final updates derived from City's comments and Consultant's own internal quality control and audits.
- Provide a Final Design Report. Discuss CEQA compliance and the steps outlined to gain the adoption of an MND.
- The pipeline design and the method to re-line the existing pipeline, at this stage, is to include complete construction documents with plans, specifications, design calculations and the final construction cost estimates.
- Prepare the design package to secure applicable permitting and soliciting construction / procurement for each task. Specifications are to be developed using the 2016 edition of the CSI Master Format for specifications.
- Provide one unbound copy and one Microsoft Word electronic copy of final specifications.

**EXHIBIT “B”**  
**SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion No. of Weeks From NTP
1. Design Kick-Off Meeting	2
2. Design Workshop 1	6
3. Design 30%	15
4. Design Workshop 2	21
5. Design 60%	31
6. Design 90%	39
7. Design Final	44
8. Work Plan for Outfall Box Piping Tie-Ins	39
9. Services During Bidding	54
10. Services During Construction & Closure	106

## 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.

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, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1	\$272,847
(Design Services)	
Task 2	\$19,697
(Construction Coordination)	
Task 3	\$21,035
(Services during Bidding)	
Task 4	\$62,155
(Services during Construction)	
Task 5	24,041
(Specialty Services)	
Task 6	\$20,650
(Project Management)	
Sub-total Basic Services	<b>\$420,425</b>
Reimbursable Expenses	\$3,500
Total Basic Services and Reimbursable expenses	\$423,925
Additional Services (Not to Exceed)	\$42,393

Maximum Total Compensation

\$466,318

**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:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$1,000 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

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:

1. Should an Environmental Impact Report (EIR) be required due to CEQA complications, the additional services fund may be considered for use on this task, depending upon the estimated cost to perform this service.
2. Upon completion of the pipeline capacity analysis, should it be determined that an effluent pump station is required, the additional services fund may be considered for use on this task, depending upon the estimated cost to perform this service.

## EXHIBIT “C-1” HOURLY RATE SCHEDULE

### Kennedy/Jenks Billing Rates

#### Classification Hourly Rate

CAD-Technician .....	\$96
Designer-Senior Technician .....	\$131
Engineer-Scientist-Specialist 1 .....	\$110
Engineer-Scientist-Specialist 2 .....	\$126
Engineer-Scientist-Specialist 3 .....	\$148
Engineer-Scientist-Specialist 4 .....	\$163
Engineer-Scientist-Specialist 5 .....	\$182
Engineer-Scientist-Specialist 6 .....	\$194
Engineer-Scientist-Specialist 7 .....	\$217
Engineer-Scientist-Specialist 8 .....	\$254
Engineer-Scientist-Specialist 9 .....	\$259
Project Administrator .....	\$90
Administrative Assistant .....	\$70
Aide .....	\$55

#### Sub-consultant Billing Rates

##### Firm Name Hourly Rate

Abrams Associates .....	\$200
Bohley Consulting, Inc. ....	\$200
CSC .....	\$210
McMillen Jacobs .....	\$210
Tanner Pacific, Inc. ....	\$220
WRA .....	\$190

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

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

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

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY



THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE  
AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO  
AT THE FOLLOWING URL:**

**[HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569](https://www.planetbids.com/portal/portal.cfm?companyid=25569)**

**OR**

**[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp)**

## **EXHIBIT “E” DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

This Exhibit shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONSULTANT without proof that CONSULTANT and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONSULTANT and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONSULTANT of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONSULTANT and its listed subcontractors that CONSULTANT is required to post all job site notices prescribed by law or regulation and CONSULTANT is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONSULTANT and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONSULTANT and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONSULTANT and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONSULTANT and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY’s request.

☒ CITY requests CONSULTANT and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONSULTANT and its listed subcontractors shall be subject to a penalty of one hundred

dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONSULTANT.

Inform the project manager of the location of CONSULTANT's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.