



City of Palo Alto

City Council Staff Report

(ID # 10611)

Report Type: Consent Calendar

Meeting Date: 9/16/2019

Summary Title: NVCAP: WRA Environmental Contract

Title: Approval of Contract Number S19175846 With WRA, Inc. in an Amount Not-to-Exceed \$93,237 to Conduct a Matadero Creek Study for the North Ventura Coordinated Area Plan

From: City Manager

Lead Department: Planning and Development

Recommendation:

Staff recommends that Council approve and authorize the City Manager or his designee to execute the attached Contract S19175846 with WRA, Inc. (Attachment A) in the amount not to exceed \$93,237 to conduct a Matadero Creek Study related to the preparation of the North Ventura Coordinated Area Plan (NVCAP).

Background:

The City Council initiated the coordinated area plan process on November 6, 2017 for the North Ventura area. On March 11, 2019, the City Council held a Town Hall meeting at the Ventura Community Center and received an update on the NVCAP. At that meeting, the Council directed staff to evaluate and propose policies on various subjects such as inclusionary and workforce housing; prevention of residential displacement; limiting amount and size of future office spaces, etc. The Council also expressed interest in exploring design options that integrate Matadero Creek as an open space feature in the plan and enhance its connection to Boulware Park. At the August 19, 2019 meeting, the City Council also directed staff to return for approval of a new contract with Water Resources Associates Environmental Consultants (WRA) to study design options for Matadero Creek as part of the NVCAP project. The City Council also directed staff to make amendments to the contract with the City's prime consultant, Perkins+Will, and adjustments to the project timeline.

Discussion:

Following the March 11th Town Hall, staff initiated an informal Request for Proposal process for proposals that would evaluate options for Matadero Creek, including naturalization and incorporating in the NVCAP process. Of the two proposals that were received, staff determined that WRA best met the needs of the project. WRA has diverse experience in a variety of environmental analysis, including experience both in California and Palo Alto. WRA specifically has experience in both habitat restoration and monitoring throughout California, which is a key component of Council's direction. This type of analysis requires specialized expertise in hydrological processes, engineering and design, as well as an understanding of the regulatory process involving multiple regional entities, which WRA will be able to provide. WRA has the breadth to provide the knowledge from the beginning of a project through implementation.

The scope of work in the contract includes (1) site assessment to understand the existing creek condition, (2) preparation of three conceptual creek improvement scenarios, ranging from maximum appropriate naturalization of the channel to no interference with the existing channel, and (3) preparation of hydraulic models to inform the design of the scenarios. The scope outlines WRA's responsibility for preparation and participation in meetings required to complete the project, including coordination with regional agencies, along with all project management and coordination tasks. WRA is also responsible for preparation of monthly invoices and coordinate project status and budget. Details of the scope of work is provided in Exhibit A of Attachment A.

To prepare this analysis, staff requests Council approval for a contract with WRA in the amount of \$93,237, which includes 10% for additional services, should they be needed. The costs in the attached contract lists the dollar amount by task. Once the contract is authorized by the City Council, the analysis work is expected to take approximately 12-14 weeks, which will then be incorporated into the development of design options for the NVCAP project.

WRA is a professional consulting company located in California with approximately 80 professionals, specializing in hydrology, restoration, plant, wildlife, and wetland ecology, regulatory compliance, mitigation banking, CEQA/NEPA, GIS, and landscape architecture. WRA has completed more than 3,000 projects for public agencies, non-profit, and private organizations. WRA has a wide range of project experience throughout California in a variety of region-specific habitats. The firm has completed award-winning projects recognized by the American Society of Civil Engineering, Association of Environmental Professionals, California Water Environment Association, and American Society of Landscape Architects.

Resource Impact:

The recommendation in this report seeks Council approval for a contract with WRA in the amount of \$93,237 to conduct a feasibility and costing analysis to integrate Matadero Creek into an open space area within the NVCAP project boundary. Sufficient funding is available in the department's Fiscal Year 2020 Adopted Operating budget to cover the cost of this work.

Environmental Review:

The action to approve the contract with WRA is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines section 15306 (Class 6) which exempts information collection, research and resource evaluation from environmental review. The resultant coordinated area plan will include the preparation of environmental analyses consistent with the requirements of CEQA.

Attachments:

Attachment A: WRA NVCAP Creek Contract (PDF)

CITY OF PALO ALTO CONTRACT NO. S19175846

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND WRA, INC.

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 9th day of September, 2019, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and WRA, INC. a California corporation, located at 2169 E. Francisco Blvd. Ste. G, San Rafael, California, 94901 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to perform a creek analysis for the North Ventura Coordinated Area Plan (NVCAP) (“Project”) and desires to engage a consultant to provide 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.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through June 30, 2021 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 Ninety-three Thousand Two Hundred Thirty-two Dollars and Seventy Cents. (\$93,232.70). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” 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” (“COMPENSATION”). 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. 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.

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 George Salvaggio as the Principal Landscape Architect 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 Elena Lee, Planning & Development Services Department, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone: (650) 617-3196. 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.

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.

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 due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 CITY’s 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 California Labor Code Section 1782 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.

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. S19174846 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

WRA, INC.

Purchasing Manager

Officer 1

By:

DocuSigned by:
George Salvaggio
03F36461FF17453...

Name:

George salvaggio

Title:

George J. Salvaggio JR.

APPROVED AS TO FORM:

Officer 2 (Required for Corp. or LLC)

By:

DocuSigned by:
Justin Semion
31660F14128018D

Name:

Justin Semion

Title:

Principal

City Attorney or designee

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

PURPOSE

This Scope of Work describes the tasks to be performed by CONSULTANT for preparation of conceptual creek improvement designs for Matadero Creek within the North Ventura Coordinated Area Plan (Plan) boundaries. CONSULTANT will prepare three conceptual improvement designs that range from full naturalization to no impact. The design concepts will consider all constraints and opportunities communicated to CONSULTANT by Perkins + Will, along with the Santa Clara Valley Water District (SCVWD) responses to questions dated March 27, 2019.

WORK PRODUCTS

- Three (3) Conceptual Creek Improvement Plans
- Budgetary Cost Comparison

SCOPE OF WORK

CONSULTANT will perform the services outlined below.

Task 1: Site Assessment

CONSULTANT’s design lead will perform a site assessment to gain an understanding of the existing creek condition and gain perspective on the scale of the project. The assessment will include a desktop review of existing aerial photography, historical aerial photography, soils mapping, vapor intrusion area information, and preliminary Area Plan documentation. CONSULTANT will also conduct one site visit to photograph the existing conditions and take rough measurements of the channel. This task also includes coordination with CITY and Perkins+Will/BKF team to integrate appropriate elements of the Plan into the improvement concepts.

Task 2: Prepare Conceptual Creek Improvement Scenarios

Under this task, CONSULTANT will prepare three conceptual design concepts showing improvement scenarios for the approximately 800 linear feet of Matadero Creek within the Plan area for Perkins + Will to include in the Plan. The concepts will range from maximum appropriate naturalization of the channel to no interference with the existing channel. Comments from the SCVWD provided in March 2019 will be addressed. CONSULTANT will review other elements of the plan, including open space, recreation, landscaping, public access and SCVWD maintenance needs, and integrate those elements into the design concept as appropriate.

Each concept will include a plan view of the creek in the Plan area, along with a typical section showing the proposed improvements. The graphics will be provided to Perkins + Will in AutoCAD or Adobe software format for inclusion into Plan documents. CONSULTANT

will revise the concepts one time under this task based on input from Perkins + Will, SCVWD, CITY, other agencies and information gathered during public meetings. If more than one round of revisions is required, CONSULTANT may request additional fees.

Task 3: Hydraulic Modeling

CONSULTANT will run a preliminary surface water hydrologic and hydraulic model to inform the design of the scenarios described above. The models will be preliminary in nature and will be used to show that each of the proposed designs will not raise the 100-year water surface elevation or result in aggradation, degradation or other instability of the proposed condition. Each of the proposed designs will be represented by a typical cross section, horizontal alignment, and vertical profile. A memo describing the parameters, methodology, assumptions and limitations of the model will be provided to CITY and Perkins + Will along with the final design concepts.

Task 4: Meetings

This task covers preparation and participation in meetings required to complete the project. Included are the following meetings. The number of meetings is included in parentheses:

- In-person project kick-off meeting with CITY and Perkins + Will (1)
- Working Group meeting (3)
- Decision maker meeting (1)
- City Council Meetings (2)
- Meeting with SCVWD (1)
- Interagency Review Meeting – Corps, RWQCB, CDFW, NMFS, USFWS (1)
- Meeting with Architectural Board or other agencies (3)
- Video conference coordination meetings with CITY, Perkins + Will or SCVWD (3)

All meeting costs related to materials preparation, travel and debriefing are included in the fees for this task.

Task 5: Project Management

CONSULTANT will perform project management and coordination efforts associated with the scope of work outlined herein. Under this task, CONSULTANT will manage the work described in the scope and coordinate with CITY, project team members, resource agencies and the SCVWD through the completion of the work. CONSULTANT will also prepare and submit monthly invoices and coordinate project status and budget.

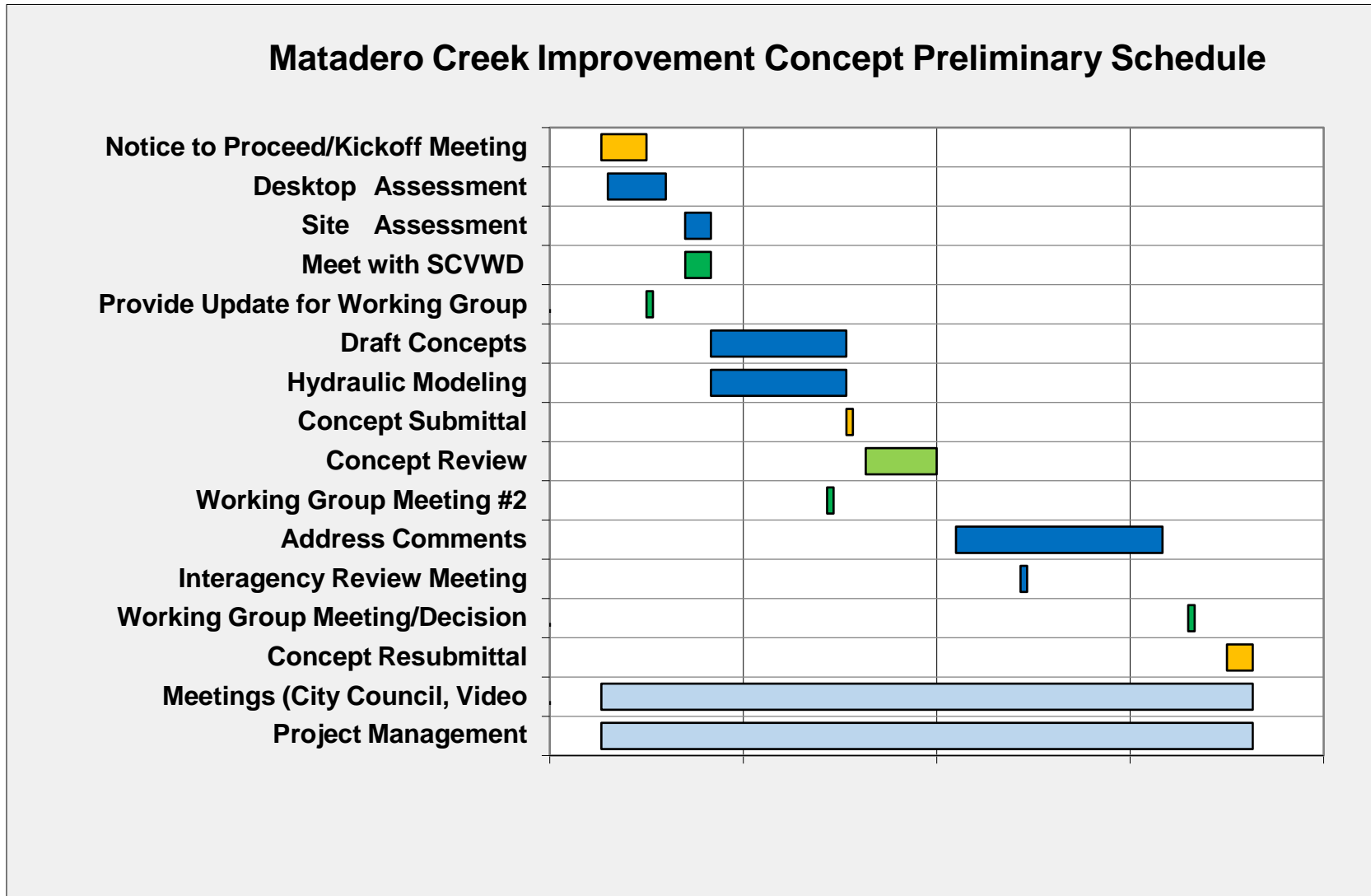
**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each task within the number of days specified below. The time to complete each task 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.

| Task | Start Date | Duration | End Date |
|--|------------|----------|------------|
| Notice to Proceed/Kickoff Meeting | 9/10/2019 | 7 | 9/17/2019 |
| Desktop Assessment | 9/11/2019 | 9 | 9/20/2019 |
| Site Assessment | 9/23/2019 | 4 | 9/27/2019 |
| Meet with SCVWD | 9/23/2019 | 4 | 9/27/2019 |
| Provide Update for Working Group Meeting #1* | 9/17/2019 | 1 | 9/18/2019 |
| Draft Concepts | 9/27/2019 | 21 | 10/18/2019 |
| Hydraulic Modeling | 9/27/2019 | 21 | 10/18/2019 |
| Concept Submittal | 10/18/2019 | 1 | 10/19/2019 |
| Concept Review | 10/21/2019 | 11 | 11/1/2019 |
| Working Group Meeting #2 | 10/15/2019 | 1 | 10/16/2019 |
| Address Comments | 11/4/2019 | 32 | 12/6/2019 |
| Interagency Review Meeting | 11/14/2019 | 1 | 11/15/2019 |
| Working Group Meeting/Decision Maker Meeting | 12/10/2019 | 1 | 12/11/2019 |
| Concept Resubmittal | 12/16/2019 | 4 | 12/20/2019 |
| Meetings (City Council, Video Conferences) | 9/10/2019 | 101 | 12/20/2019 |

| | | | |
|--------------------|-----------|-----|------------|
| Project Management | 9/10/2019 | 101 | 12/20/2019 |
|--------------------|-----------|-----|------------|

*Meeting dates are subject to adjustment.



**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.

| BUDGET SCHEDULE | NOT-TO-EXCEED AMOUNT |
|--|-----------------------------|
| Task 1 (Site Assessment) | \$5,900.00 |
| Task 2 (Prepare Conceptual Creek Improvement Scenarios) | \$27,798.00 |
| Task 3 (Hydraulic Modeling) | \$12,541.00 |
| Task 4 (Meetings) | \$30,166.00 |
| Task 5 (Project Management) | \$8,352.00 |
| Sub-total Basic Services | \$84,757.00 |

| | |
|--|--------------------|
| Reimbursable Expenses | \$0.00 |
| Total Basic Services and Reimbursable expenses | \$84,757.00 |
| Additional Services | \$ 8,475.70 |
| Maximum Total Compensation | \$93,232.70 |

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. Expenses for which CONSULTANT shall be reimbursed are: None.

ADDITIONAL SERVICES

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.



| | |
|------------------------|---------------------------------|
| Project Name: | Matadero Creek Improvement Plan |
| Project Number: | 29113 |
| Date: | 4/2/2019 |
| Rate Schedule: | Preferred |

| Task # | Task Description | Personnel Hours by Task* | | | | | | | | | | | | WRA Cost by Task | WRA Direct Expenses | Sub-Contractor | Total Cost | Task Total | | |
|--------------------------|--|--------------------------|--------------------------------------|------------------|-----------------|------------------|---------------------------|-----------------|--------------------|----------------|-------------------------------|-----------------|---------------------------|------------------|---------------------|----------------|------------|------------|---------------|---------------------|
| | | Brian Bartell | Senior Associate Landscape Architect | George Salvaggio | Principal | Ben Snyder | Senior Associate Engineer | Andrew Smith | Associate Engineer | Russell Prange | Associate Landscape Architect | Junice Uy | Senior Landscape Designer | | | | | | Chris Zumwalt | GIS Professional II |
| | | \$ 200.00 | | \$ 236.00 | | \$ 221.00 | | \$ 180.00 | | \$ 168.00 | | \$ 133.00 | | | | | | | \$ 164.00 | |
| 1 | Desktop assessment/background | | 2 | 2 | | | | 2 | | | | | 3.5 | \$ 1,824 | \$ - | | \$ 1,824 | | | |
| | Site visit | | | 10 | | | | 10 | | | | | | \$ 3,890 | \$ 186 | | \$ 4,076 | | | |
| | | | | | | | | | | | | | | \$ - | \$ - | | \$ - | \$ 5,900 | | |
| 2 | Draft concepts | 4 | 6 | | | | | 24 | | 26 | | | | \$ 9,706 | \$ - | | \$ 9,706 | | | |
| | comment coordination | | 4 | | | | | 8 | | | | | | \$ 2,288 | \$ - | | \$ 2,288 | | | |
| | revise concepts | 2 | 4 | | | | | 18 | | 22 | | | | \$ 7,294 | \$ - | | \$ 7,294 | | | |
| | graphics | | 2 | | | | | 4 | | 40 | | | | \$ 6,464 | \$ - | | \$ 6,464 | | | |
| | cost estimate | 2 | | 2 | | | | 4 | | 4 | | | | \$ 2,046 | \$ - | | \$ 2,046 | \$ 27,798 | | |
| 3 | Hydrology/existing model assessment | 3 | | | 3 | | | | | | | | | \$ 1,263 | \$ - | | \$ 1,263 | | | |
| | hydraulic model setup | | | | 4 | 10 | | | | | | | 6 | \$ 3,668 | \$ - | | \$ 3,668 | | | |
| | hydraulic model of 4 concepts | | | | 10 | 30 | | | | | | | | \$ 7,610 | \$ - | | \$ 7,610 | \$ 12,541 | | |
| 4 | Kickoff meeting (1) | | 4 | 4 | | | | 1 | | | | | | \$ 1,996 | \$ 45 | | \$ 2,041 | | | |
| | Meetings with working group (3) | | 4 | 16 | 4 | | | 8 | | 3 | | | | \$ 6,943 | \$ 243 | | \$ 7,186 | | | |
| | Meeting with decision maker (1) | | 4 | 8 | 1 | | | 1 | | | | | | \$ 3,060 | \$ 83 | | \$ 3,143 | | | |
| | City Council Meetings (2) | 6 | | 8 | 2 | | | 6 | | 1 | | | | \$ 4,469 | \$ 83 | | \$ 4,552 | | | |
| | Meeting with SCVWD (1) | | | 6 | 2 | | | | | | | | | \$ 1,686 | \$ 83 | | \$ 1,769 | | | |
| | Interagency Review Meeting (1) | | 1 | 12 | 2 | | | 12 | | | | | | \$ 5,264 | \$ 45 | | \$ 5,309 | | | |
| | Other Meetings (3) | | | 6 | | | | 18 | | | | | | \$ 4,350 | \$ 236 | | \$ 4,586 | | | |
| | Video conference coordination meetings (3) | | 1 | | | | | 8 | | | | | | \$ 1,580 | \$ - | | \$ 1,580 | | | |
| | | | | | | | | | | | | | | \$ - | \$ - | | \$ - | \$ 30,166 | | |
| 5 | Project Management | 4 | 32 | | | | | | | | | | | \$ 8,352 | \$ - | | \$ 8,352 | | | |
| TOTAL LABOR HOURS | | 21 | 64 | 91 | 51 | 124 | 96 | 9.5 | | | | | | | | | | | | |
| TOTAL COST | | \$ 4,200 | \$ 15,104 | \$ 20,111 | \$ 9,180 | \$ 20,832 | \$ 12,768 | \$ 1,558 | \$83,753 | \$1,004 | \$0 | \$84,757 | | | | | | | | |

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 | THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES. | | | |

- 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>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP