



# City of Palo Alto

## City Council Staff Report

(ID # 10278)

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**Report Type:** Consent Calendar

**Meeting Date:** 6/22/2020

**Council Priority:** Climate/Sustainability and Climate Action Plan

**Summary Title:** Contract Approval for Sea Level Rise Consultation Services

**Title:** Approval of Contract Number C20175305A With AECOM in the Amount of \$302,073 for Consultant Services to Develop a Sea Level Rise Vulnerability Assessment and Adaptation Plan

**From:** City Manager

**Lead Department:** Public Works

### **Recommendation**

Staff recommends that Council approve and authorize the City Manager or his designee to execute Contract No. C20175305A with AECOM (Attachment A) in an amount not-to-exceed \$302,073 for technical assistance to develop a Sea Level Rise Vulnerability Assessment and Sea Level Rise Adaptation Plan over a term of three years.

### **Background**

In 2017, Council approved a two-year 2018-2020 Sustainability Implementation Plan for the City's Sustainability and Climate Action Plan (S/CAP). One of the Sustainability Implementation Plan tasks was to develop a Sea Level Rise Adaptation Policy and Plan.

Council adopted the Sea Level Rise Adaptation Policy (Policy) in March 2019 ([ID# 9576](#)). The Policy guides the development of a detailed Sea Level Rise Adaptation Plan to protect Palo Alto's infrastructure, neighborhoods, economy, and Baylands habitat. Plan development will be closely coordinated with the 2020 S/CAP update process. The Sea Level Rise Adaptation Plan will also serve as the Sea Level Rise chapter in the updated S/CAP and must include feedback from staff and members of the public including residents, businesses, and nonprofit stakeholders.

### **Discussion**

On November 26, 2019, the City released a Request for Proposals (RFP) for the Public Works Sea Level Rise Vulnerability Assessment and Adaptation Plan contract. The work to be performed under this contract includes:

1. A vulnerability and risk assessment based on multiple sea level rise height scenarios, tide and 100-year flood scenarios;
2. Identification of sea level rise impacts on groundwater;
3. Development of a Sea Level Rise Adaptation Plan;
4. Community engagement;
5. Meetings and presentations;
6. Development of tools and an education strategy for staff and the public;
7. Research and technical guidance; and
8. Project Management.

A vulnerability and risk assessment is the first step in the planning process. This assessment will consider the impacts to facilities, infrastructure, and the Baylands habitat based on multiple sea level rise height scenarios and combined impacts from 100-year floods, high tides and shallow groundwater changes. Next, short- and long-term adaptation strategies will be identified with approximate cost estimates and timeframes to start and complete the suggested tasks in advance of when the adaptation strategy is needed. Options will be considered through a public engagement process led by staff for residents, businesses and, nonprofits, as well as the Parks and Recreation Commission, Planning and Transportation Commission, and Council. Plan elements will align with regional planning efforts and leverage previous work, e.g., the Bay Conservation and Development Commission's Adapting to Rising Tides project, the Community Services Division [Baylands Vulnerability Assessment](#), the Todd Groundwater Report funded by Valley Water, data from the California State Water Resource Control Board, and California State Ocean Protection Council sea level rise data assumptions. After Council adopts the Sea Level Rise Adaptation Plan, the consultant will help develop supporting tools and education to aid staff in incorporating sea level rise planning into City operations (e.g., a SLR projection zone map versus solely a flood zone map, technical and regulatory guidance for City engineers and public developers, suggested building codes and specifications).

Summary of Bid Process	
Contract duration	3 years
Number of vendors notified of RFP via PlanetBids	1,754
Total Days to Respond to Bid	15
Number of Proposals Received	1
Bid Price Range	\$299,825

An evaluation committee consisting of City staff reviewed the proposals to ensure the firm met the criteria identified in the RFP. The proposals were judged by the:

- Quality of the proposal;
- Quality, performance, and effectiveness of the solution, goods, and/or services to be provided;
- Experience of the contractor;
- Contractor's financial stability;

- Contractor's ability to perform the contract within the time specified;
- Contractor's prior record of performance with city or others;
- Contractor's ability to provide future maintenance, repairs to parts, and/or services;
- Contractor's compliance with applicable laws, regulations, policies, and guidelines; and
- Cost.

Although AECOM submitted the sole proposal, the firm was selected because the proposal was comprehensive and reflected staff's assessment of the work involved. The company has completed extensive work in the field of sea level rise adaptation, vulnerability assessments, and demonstrated the necessary related expertise.

The original proposed not-to-exceed contract amount was \$325,000 which included \$300,000 for basic services and \$25,000 for additional services over a contract term of three years. However, due to City budget impacts from COVID-19, which occurred after the solicitation process, staff negotiated a reduced contract amount. Staff worked with AECOM to reduce the contract amount by \$22,927 through scope and expense reductions, resulting in a total contract amount of \$302,073.

### Resource Impacts

Funding for this contract is available in the Public Works Wastewater Treatment Fund and Refuse Fund, Utilities Electric Fund, City Manager's Office - Office of Sustainability, and General Fund Non-Departmental Fiscal Year 2020 operating budgets. Funding for subsequent years of the contract is subject to Council approval of the annual appropriation of funds through the budget process.

	FY20*	FY21*	Total *
<b>General Fund Office of Sustainability</b>	\$38,536.50		\$38,536.50
<b>General Fund Non-departmental</b>	\$38,536.50		\$38,536.50
<b>PWD Wastewater Treatment Fund</b>	\$100,000	\$50,000	\$150,000
<b>PWD Refuse Fund</b>	\$25,000		\$25,000
<b>Utilities Electric Fund</b>	\$50,000		\$50,000
<b>Total</b>	<b>\$252,073</b>	<b>\$50,000</b>	<b>\$302,073</b>

This contract is on the City's professional services template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing an even more challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work. The contract may also be temporarily suspended by written notice of the City Manager.

**Policy Implications**

This recommendation does not represent any change to existing City policies. This project is a deliverable of the S/CAP and supported by the City's Comprehensive Plan.

**Stakeholder Engagement**

The scope of work for this project reflects stakeholder input received during the development of the City's Sea Level Rise Adaptation Policy.

Public input and engagement for Sea Level Rise Plan development will align with overall S/CAP community engagement efforts and will include additional separate public meetings so that more focus can occur on specific Sea Level Rise Plan elements.

**Environmental Review**

This consultant contract for technical assistance in preparation of the Sea Level Rise Vulnerability Assessment and Adaptation Plan is not a project under the California Environmental Quality Control Act (CEQA). CEQA review for the Sea Level Rise Adaptation Plan will be conducted as part of the environmental review for the 2020 S/CAP Update, prior to Council action on the 2020 S/CAP Update which will include the Sea Level Rise Adaptation Plan.

**Attachments:**

- Attachment A- C20175305A AECOM 6 3 20

**CITY OF PALO ALTO CONTRACT NO. C20175305A**  
**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND**  
**AECOM TECHNICAL SERVICES, INC.**  
**FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 22<sup>th</sup> day of JUNE, 2020, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **AECOM TECHNICAL SERVICES INC.**, a California corporation, located at 300 South Grand Avenue, 9<sup>th</sup> Floor, Los Angeles, CA 90071 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to conduct a sea level rise vulnerability assessment and draft a Sea Level Rise Adaptation Plan (“Project”) and desires to engage a consultant to provide technical support as outlined in “Exhibit A”, attached to and made a part of this Agreement, 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.

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.

CITY shall furnish to CONSULTANT all applicable information and technical data in CITY’s possession or control reasonably required for the proper performance of the Services. CONSULTANT shall be entitled to reasonably rely without independent verification upon the information and data provided by CITY or obtained from generally accepted sources within the industry, except to the extent such verification by CONSULTANT is expressly included in the Services.

## **SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through June 21, 2023 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 Two Hundred Eighty Two Thousand Seventy-three Dollars (\$282,073.00). 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 Three Hundred Two Thousand Seventy-three Dollars (\$302,073.00). 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:

Silverstrum Climate Associates (SCA) and San Francisco Estuary Institute (SFEI)

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 Petra Unger as the Project Director to have supervisory responsibility for the performance, progress, and execution of the Services and Diana Edwards as the project manager 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 Julie Weiss, Public Works Department, Environmental Services Division, 2501 Embarcadero Way, Palo Alto, CA 94303, Telephone:650-329-2117. 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 notwithstanding the foregoing, CONSULTANT shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.. 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 demands, claims, or liability, including death or injury to any person, property damage or any other loss, including all costs and expenses including reasonable attorneys' fees, experts fees, court costs and disbursements ("Claims") to the extent caused by the negligent 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 including 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, including 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 as stipulated in Section 14 herein.

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 that meet the standard of care set forth in Section 6 and which are of 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 to:  
                                    Aecom Technical Services  
                                    300 South Grand Avenue 9<sup>th</sup> Floor  
                                    Los Angeles, CA 90071

## **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 CONSULTANT 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.

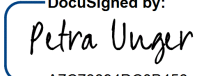
**CONTRACT No. S20175305 SIGNATURE PAGE**

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**

**AECOM TECHNICAL SERVICES INC.**

\_\_\_\_\_  
City Manager or designee

DocuSigned by:  
By:   
A7C73894DC0B456...  
Name: Petra Unger  
Title: Principal

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee  
(Required on Contracts over \$25,000)

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**

CONSULTANT shall provide technical assistance to develop a Sea Level Rise Vulnerability Assessment and Sea Level Rise Adaptation Plan.

### **Background**

Palo Alto City Council adopted a Sea Level Rise (SLR) Adaptation Policy in March 2019 (Appendix A). The Policy will guide the development of a vulnerability assessment and detailed SLR Adaptation Plan (Plan) to protect Palo Alto’s infrastructure, neighborhoods, economy, and Baylands habitat. The Plan must be delivered for Council review and approval by December 2020 and will serve as the SLR Implementation Plan chapter of the 2020 Sustainability Climate Action Plan. The City of Palo Alto Public Works–Watershed Protection Division is the lead for Sea Level Rise Plan development. Plan development must include feedback from staff and members of the public, including residents, business community and nonprofit stakeholders. Project milestones are listed below:

<b>Sea Level Rise Plan Development Timeline and Milestones</b>		
	<b>Date</b>	<b>Milestone</b>
1	Summer 2020	<ul style="list-style-type: none"><li>• Consultant contract approved in June 2020</li><li>• Begin bi-weekly meeting with Project Manager</li><li>• Begin work on Task 1 (Vulnerability Assessment and Task 2 (Sea Level Rise Impacts on Groundwater)</li><li>• Begin work on Task 4 (outline Community Engagement Strategy and Timeline)</li><li>• Begin outlining Sea Level Rise Plan <u>structure and format</u> (Task 3)</li></ul>
2	Fall 2020	<ul style="list-style-type: none"><li>• Complete work on Tasks 1, 2 and 4;</li><li>• Begin Sea Level Rise Plan Development (Task 3)</li><li>• Begin work on Community Engagement (Task 4) and Public Meetings (Task 5)</li></ul>
3	Winter 2020	<ul style="list-style-type: none"><li>• CEQA review begins (via a separate project that is part of the City’s Sustainability Climate Action Plan)</li></ul>
4	December 2020	<ul style="list-style-type: none"><li>• Council update on SLR Vulnerability Assessment and Plan progress (one of several meetings outlined in Task 5, listed here as a key milestone)</li></ul>
5	2021	<ul style="list-style-type: none"><li>• Complete Sea Level Rise Plan and begin implementation (Task 3)</li><li>• Begin work on Task 6 (Tools and Education Strategy for Staff and Public)</li></ul>

Current Palo Alto projects that are already underway to prepare for SLR include:

1. A feasibility study for SAFER levee alignment (Strategy to Advance Flood Control, Environmental Protection and Recreation) being undertaken by the San Francisquito Creek Joint Powers Authority ([www.sfcjpa.org](http://www.sfcjpa.org));



2. Development of a horizontal levee conceptual plan in partnership with San Francisco Estuary Partnership (visit <https://www.sfestuary.org/palo-alto-horizontal-levee/> and <http://cleanbay.org/files/Publications%20and%20Permits/Reports/palo-alto-concept-design-memo-2018-sept-final-wgraphics.pdf> for more information)
3. The development of a Green Stormwater Infrastructure Plan by the City of Palo Alto that will reduce runoff to predicted SLR inundation areas ([https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/green\\_stormwater\\_infrastructure.asp](https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/green_stormwater_infrastructure.asp));
4. Recently-completed San Francisquito Creek levee project which is designed for a 100-year flood event, three feet SLR and 2 feet storm surge (<http://sfcjpa.org/web/projects/active/s.f.-bay-to-highway-101/>);
5. A secondary wastewater effluent outfall pipe at the Regional Water Quality Control Plant so that effluent can still be discharged with three feet of SLR (<http://cleanbay.org/regional-water-quality-control-plant/regional-water-quality-control-plant#outfall>);
6. A Baylands vulnerability assessment which was completed by Palo Alto's Community Services Division [\*2018 Climate Change and Sea Level Rise at the Baylands\*](#).

## Scope of Services

### Task 1: Vulnerability Assessment

CONSULTANT shall complete a SLR vulnerability assessment leveraging work conducted for the City of Palo Alto Community Services Division [\*2018 Climate Change and Sea Level Rise at the Baylands\*](#) report. The vulnerability assessment will reference 2018 Ocean Protection Council State of California Sea-Level Rise Guidance estimates and use a planning horizon of SLR at 2100. The report shall include text and supporting graphics to be reviewed by CITY staff and the Community Task Force. Specifically, the vulnerability assessment must:

- a) Identify hazards and risks to the City of Palo Alto and its Baylands and specific risks to CITY infrastructure likely to be subject to increased flooding or inundation by 2100, including the Regional Water Quality Control Plant, Palo Alto Airport, Municipal Services Center, key utilities and other City facilities. This task should assume future completion of a SAFER alignment to include the horizontal levee project discussed in "Background," and hazards and risks if no action to protect these areas was completed (e.g., no levee or horizontal levee construction);
- b) Identify hazards and risks to residential, business and other private property and cost estimates from property or service loss from 12", 24", 36", 48", and 84" of SLR scenarios with a daily high tide and 100-year coastal storm event to understand the potential timing of flood and inundation exposure that may occur prior to the year 2100. This task should assume future completion of a SAFER alignment to include the horizontal levee project discussed in "Background," and hazards and risks if no action to protect these areas was completed (e.g., no levee or horizontal levee construction);
- c) Suggest a prioritized list of both critical ecosystem and CITY infrastructure/assets to protect and justifications;
- d) Identify and prioritize data gaps requiring additional study to inform SLR planning. A suggested implementation timeline must be provided and included in the SLR Plan.

## Task 2: Identify SLR impacts on groundwater

CONSULTANT shall leverage existing information and data from Todd Groundwater report [\*Groundwater Assessment, and Indirect Potable Reuse Feasibility Evaluation and Implementation Strategy\*](#)

(<https://cityofpaloalto.org/civicax/filebank/blobdload.aspx?t=64573.3&BlobID=68051>) to further inform how sea level rise (SLR) will impact groundwater in Palo Alto and describe potential combined flooding impacts from groundwater and SLR on CITY infrastructure and surrounding private property. Deliverables include:

- a) ESRI maps for use by CITY engineers, planners, building officials and utility managers that show:
  - i. current groundwater elevations and depth to groundwater;
  - ii. projected groundwater elevations and depth to groundwater assuming 36" SLR/total water level;
  - iii. projected groundwater elevation changes and depth to groundwater assuming 48" SLR/total water level;
  - iv. combined impacts of SLR flooding and shallow groundwater elevation changes from SLR assuming current Bay edge conditions with both 36" and 48" SLR and total water level;
  - v. combined SLR and groundwater inundation with 36" and 48" SLR/total water level assuming a potential future levee construction which provides 36" SLR protection;
  - vi. two illustrative scenarios depicting how 36" and 48" total water levels could be reached with a combination of factors from SLR, king tides, storm surge, 100-year flood, and potential inundation impacts to public and private property;
  - vii. maps should integrate visually with the [Adapting to Rising Tides Flood Explorer](#) map.
- b) Translate total water level impacts and groundwater changes into practical information which answers:
  - i. Approximate year and/or set of conditions the following locations in Palo Alto could be impacted by changes in groundwater elevation with the assumption that a future levee is constructed which reduces or prevents the compounding hazard of SLR inundation alone (assume current SAFER levee project goal of three feet):
    - a) Palo Alto Airport
    - b) Regional Water Quality Control Plant (depth below and above ground)
    - c) Contaminated plumes
    - d) Pipe infiltration and inflow (sanitary sewer system, stormwater, recycled water)
    - e) 101 and East Bayshore
    - f) Utilities (above and below-ground)
    - g) Palo Alto Golf Course and Baylands Athletic Center
  - ii. Describe how groundwater changes from SLR may impact:
    - a) Well salinization
    - b) Liquefaction

- c) Private property in the sea level rise/groundwater inundation zone including basements.

### **Task 3: Sea Level Rise Adaptation Plan Development**

With input and guidance from CITY staff, CONSULTANT shall:

- a) **develop a SLR Plan format** which will identify adaptation pathways and short- and long-term actions triggered by sea level elevation (and anticipated time frame that elevation is predicted) so that the Plan clearly conveys the timeframe to start and complete the suggested task in advance of when the adaptation strategy is needed;
- b) **develop a menu of adaptation pathways and implementation guidance for the Plan.** The adaptation options should be prioritized by greatest impact, work well with existing ecological and hydrodynamic processes, include an estimate of future costs based on when the project would need to be constructed, tradeoffs between the different options, and the time frames that are needed based on anticipated SLR heights. The Plan shall include both structural solutions and non-structural solutions broken into short-term goals (1-5 years), mid-term goals (5-20 years), and long-term goals (20 plus years), with key milestones thereafter to prompt City planning.

The Plan shall factor in SLR adaptation planning efforts of Valley Water District (Valley Water), and bordering jurisdictions including San Mateo County/East Palo Alto and Mountain View in recognition that decisions made by any agency must be coordinated with adjacent communities;

- c) **provide guidance on managing and enhancing Baylands ecosystem services to mitigate SLR impacts**, leveraging the vulnerability assessment information identified in the [\*2018 Climate Change and Sea Level Rise at the Baylands\*](#) Report. This guidance should consider regional discussion based on San Francisco Estuary Institute's Operational Landscape Units which reference physical geographic boundaries and not solely jurisdictional boundaries. Recommendations may be informed by work done by the Stanford Woods Institute for the Environment Natural Capital Project and regional projects that will best inform and harmonize CITY's efforts with surrounding cities and agencies;
- d) guidance shall include an analysis of the current state of existing plans across local jurisdictions and lay out a recommended timeline and implementation road map to integrate sea level rise guidance into plans, policies, building codes and operations;

### **Task 4: Community Engagement on SLR Planning**

With input and guidance from CITY staff, CONSULTANT shall work with CITY staff to develop and help implement a community engagement strategy. The strategy will focus on:

- a) **community engagement needed during the approximately 18-month period to develop the SLR Plan.** The strategy shall be designed to educate and inform the community about SLR and adaptation planning in Palo Alto, and solicit feedback from

community-members about the proposed SLR Plan. The strategy shall be designed to elicit feedback about values, goals, and principles for sea level rise preparedness and should elicit input from a diverse population including residents, CITY's staff, businesses, construction/development representatives, schools and nonprofits. The strategy shall include a combination of online and in-person public engagement which could include the establishment of a SLR Community Task Force, social media tools, electronic newsletters, online surveys, in-person education workshops or community events and collaborative meetings; and,

- b) **subsequent outreach and public education components for the SLR Plan itself.** CONSULTANT shall draft a suggested community engagement approach, budget, and milestones at which community engagement should occur to best align, support and inform the Project.

#### **Task 5: Meetings and Presentations:**

CONSULTANT shall assist with meeting preparation and planning, presentation development and support which will include:

- a) one video conference kick-off meeting (assumes two hours);
- b) 30-minute bi-weekly teleconference meetings with the CITY's Project Manager for SLR Plan development during the 18-month period to develop the SLR Plan (meeting agendas, invitations, notes and action items provided by CONSULTANT);
- c) approximately four public meetings discussed in Task 4;
- d) two City of Palo Alto Council video conference meetings;
- e) two Parks and Recreation Commission video conference meetings;
- f) one Planning and Transportation Commission video conference meeting;
- g) up to five interdepartmental staff meetings for SLR Plan development (three video conference, two in person);
- h) up to four meetings for CITY staff training and education discussed in Task 6 (two in-person and two video conference).

#### **Task 6: Develop Tools and Education Strategy for Staff and The Public:**

CONSULTANT shall develop tools and education strategy that will include:

- a) a SLR primer for staff and developers that includes the latest SLR science and guidance;
- b) technical and regulatory guidance for CITY engineers and public developers so that projects are designed based on common and accepted SLR assumptions and which prompt design-standard revisions and protect, adapt, retreat responses for threatened areas; e.g.,
  - i. mapping tools and resources, including a SLR projection zone map versus solely a flood zone map;
  - ii. a risk assessment process to be used during CIP planning and during purchase of property or site selection;
  - iii. suggested building codes and specifications;
  - iv. a development plan for public and private property anticipated to be impacted by SLR which may include:
    - i. Changing the CITY Zoning Map, where feasible, and amending requirements, restrictions, or Municipal Code to be stricter than State or Federal requirements as necessary to protect areas;

- ii. Adding conditions of approval for project design in areas where there is a SLR risk;
- iii. Establishing geographic areas and/or triggers for requiring consideration of relocation;
- iv. Developing restrictions or additional criteria;

Sub-tasks in this section may be completed concurrent to Plan development pending budget and priorities determined in the first year work plan.

**Task 7: Research and Technical Guidance**

CONSULTANT shall provide technical guidance to staff as needed, and leverage and align with regional planning efforts such as the San Francisco Bay Shoreline Adaptation Atlas, California Coastal Commission Guidance documents, San Mateo County, and the cities of Mountain View, Hayward, San Francisco and others.

**Task 8: Project Management**

CONSULTANT shall maintain project schedules, processing stakeholder feedback, project communication for scheduling and budget, deliverable tracking and other related tasks.



## Appendix A—City of Palo Sea Level Rise Adaptation Policy

Approved March 18, 2019

Staff Report is available at <https://www.cityofpaloalto.org/civicax/filebank/documents/69695>

### SEA LEVEL RISE ADAPTATION

#### OVERVIEW

The State of California anticipates that relative sea level rise (SLR) projections stemming from greenhouse gas emissions and related climate change pose significant economic, environmental and social risks to communities along the San Francisco Bay Shoreline, including the City of Palo Alto. Research shows that these projections may worsen if greenhouse gas emission trajectories continue unabated.<sup>1</sup>

Sea level rise in San Francisco Bay is anticipated to range between three feet to more than ten feet by 2100 with rising tides likely thereafter.<sup>2</sup> In Palo Alto, many City services and infrastructure that are essential to the City's public health, safety and economy are located within areas that are predicted to be inundated by Bay water if adaptation measures are not implemented.<sup>3</sup>

#### PURPOSE OF POLICY

The purpose of this policy is to plan for rising tides that could impact Palo Alto's neighborhoods, economy and the Baylands habitat, and to ensure consistency and integration with the range of City plans that call for SLR planning such as the City's [2030 Comprehensive Plan](#) (adopted November 2017), the [Sustainability and Climate Action Plan](#) (S/CAP) (November 2016) and related [Sustainability Implementation Plans](#) (SIPs), the [Local Hazard Mitigation and Adaptation Plan](#) (March 2017), the [Baylands Master Plan](#) (2008), Baylands Comprehensive Conservation Plan (in development), and the [Urban Forest Master Plan](#) (February 2019), and other key planning documents that are produced. This policy will serve as a blueprint for the development of a Sea Level Rise Adaptation Plan, and is not intended to establish requirements on new development for implementation prior to Plan adoption; however, projects may be encouraged in advance to consider sea level rise as part of the development process. Definitions and terminology relevant to this policy are listed in Appendix 1—Policy Definitions and Related Terminology.

#### POLICY SUMMARY

The City recognizes that the best way to avoid long-term impacts from the worst SLR predictions and to minimize adaption response costs is to reduce greenhouse gas (GHG) contributions locally and to support regional, state and national initiatives that reduce GHGs.

Palo Alto will lead by example and coordinate on SLR studies and planning efforts with East Palo Alto, Mountain View, and other cities and public agencies, including counties, as well as utilities, and public-private partnerships, as needed. Palo Alto will establish interdepartmental SLR Planning responsibilities into City procedures and planning (see, e.g., Appendix 2—Departmental Responsibilities for Sea Level Rise Planning).

Palo Alto will use the *Ocean Protection Council (OPC) 2018 Probabilistic SLR Projections* published by the State of California (Appendix 3) for proposed development projects, renovations and possible property acquisitions and

other City planning unless a more suitable reference is identified and agreed upon by local agencies tasked with

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1 Ocean Protection Council. (2018). *State of California Sea-Level Rise Guidance 2018 Update*. Retrieved from [http://www.opc.ca.gov/webmaster/ftp/pdf/agenda\\_items/20180314/Item3\\_Exhibit-A\\_OPC\\_SLR\\_Guidance-rd3.pdf](http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf). Page 12.

2 Reference <sup>1</sup>, page 18.

3 San Francisco Bay Conservation and Development Commission Adapting to Rising Tides Program (2018). *Adapting to Rising Tides Bay Shoreline Flood Explorer* online tool. Retrieved from <https://explorer.adaptingtorisingtides.org/home>.

SLR preparedness. City of Palo Alto, business and residential investments in new property, development, and infrastructure should be designed based on OPC SLR projections for the useful life of the asset to avoid flooding or erosion. To that end, the forthcoming Sea Level Rise Adaptation Plan should consider the following best practices:

1. Upgrades to existing property or infrastructure that are considered less-critical (not essential to immediate public health and safety, e.g. trails or playing fields) should consider the impacts of SLR beyond 2050 using the Low Risk Aversion or Medium-high Risk Aversion Projection listed in Table 1;
2. For critical development and infrastructure (e.g., wastewater treatment facility or utilities that are essential to public health and safety), a risk assessment should be completed based on the SLR projections to 2100 and to include the lifetime of the building using the Medium-high or Extreme Risk Aversion Projections;
3. All designs and engineering strategies, where possible and financially feasible, should be adaptable to changing climate predictions. Each new development should be required to develop and maintain an individual “adaptation pathway plan” to prepare for changes in rising sea level, and related groundwater intrusion. In all sea level rise assessments, and where data are available, the City will consider Base Flood Elevations, storm surge, groundwater table changes due to rising sea levels, and wave runup, where appropriate.

## **BACKGROUND**

Greenhouse gases trap the earth’s heat which warms land and oceans. This causes both thermal expansion of the oceans and Antarctic and Greenland ice melt which together are the primary sources of SLR globally and in San Francisco Bay.

SLR threatens the operational integrity of critical services and facilities, e.g., Palo Alto’s electrical, gas, water and wastewater utilities, the Municipal Service Center, the Palo Alto Airport, Highway 101 and surrounding roads. Business districts and residential neighborhoods within the projected SLR area are vulnerable to a rising Bay and potential future FEMA insurance zone requirements.

SLR is also likely to affect the elevation and salinity of groundwater close to the Bay. Rising groundwater could have impacts on belowground infrastructure which may be subject to corrosion and buoyancy effects and could contribute to liquefaction. In the case of very low-lying areas, groundwater may result in surface flooding and long-term ponding.

Under current SLR predictions, the Palo Alto Baylands may be submerged by mid-century which would eliminate their ability to buffer upstream or Bayside flooding sources, attenuate storm surge or sequester carbon. The encroachment of Bay water may alter or eliminate habitat for endangered species that reside in Palo Alto Baylands and the millions of birds that use the Palo Alto segment of the Pacific Flyway for seasonal migration. The recreational and inspirational services of the Palo Alto shoreline could change if Baylands trails, playing fields and golf course are surrendered to encroachment of San Francisco Bay.

The decisions that Palo Alto makes in future years to adapt to rising tides extend beyond the City’s borders. Implications with built features such as levees will impact (help or imperil) adjacent communities and thus require close coordination with surrounding local and regional agencies.

## **PROCEDURES FOR POLICY IMPLEMENTATION**

1. **The City will:**
  - a) **conduct a SLR vulnerability assessment, which will:**

- i. identify critical and less-critical City infrastructure and ecosystem assets to manage risks given predicted SLR scenarios through 2100 and beyond;
  - ii. Identify hazards and determine tolerable risks of the City and community members (risk = hazard x exposure x vulnerability; risk (\$/year) = frequency (events/year) x consequences (\$/event);
  - iii. include an economic assessment of SLR vulnerability for public and private property and cost estimates for inaction;
  - iv. engage community members in the process.
- b) **develop a multi-year SLR Implementation Plan** to coordinate internal and regional SLR planning, project funding and public outreach. The Plan will include a SLR adaptation plan and timeline which will:
- i. align with the intent and language of the City's various plans, policies and documents that intersect with SLR Policy and Plan (e.g., the Comprehensive Plan, Sustainability and Climate Action Plan, Local Hazard Mitigation Plan, Baylands Comprehensive Conservation Plan, Baylands Master Plan, Regional Water Quality Control Plant Long Range Facility Plan, Urban Water Management Plan, Recycled Water Strategic Plan, Parks Master Plan, etc.);
  - ii. include a table of prioritized adaptation pathways to manage risks to natural and built assets based on the SLR Vulnerability Assessment. Adaptation pathways provide a menu of recommendations and logically staged phases for adaptation over time based on triggers related to SLR levels. Adaptation pathways factor in cost/benefits, the lengthy time to plan, fund and build response strategies and potential additional benefits of carbon sequestration, GHG reduction, wildlife protection and social equity;
  - iii. include a development plan for public and private property anticipated to be impacted by SLR which may include:
    - a. changing the city zoning map and amending requirements, restrictions, or municipal codes to be stricter than state or federal requirements as necessary and when feasible to reduce risks;
    - b. adding conditions of approval for project permits in areas where there is a SLR or groundwater intrusion risk;
    - c. establishing geographic areas and/or triggers for requiring consideration of relocation;
    - d. developing restrictions or additional criteria; and
    - e. funding identification
    - f. educate and engage community members in the process of SLR planning, including creating a SLR Task Force and meeting with stakeholders (e.g., realtors, property owners, etc.) to educate them about SLR and the options, tradeoffs, and costs, for resilience;
  - iv. address budget and funding considerations for additional or existing staff to perform SLR planning, adaptation and Capital Improvement Projects (CIPs);
  - v. provide guidance on managing and enhancing Baylands, creek and open space ecosystem services to mitigate SLR impacts through carbon sequestration and absorption. Examples of this include the use of horizontal levees, expanding or improving Baylands habitat; this guidance should consider the use of the Baylands Comprehensive Conservation Plan, and the concept of "Operational Landscape Units" developed by San Francisco Estuary Institute



which delineate Bay shoreline ecosystem functions and services within the natural and built environment and not by jurisdictional boundaries, and;

- vi. include the development of educational materials and technical assistance for staff and developers, including:
    - a. a checklist and primer on SLR, risk and sharing risk, and planning guidance;
    - b. technical and regulatory guidance to City engineers and public developers so that projects are designed based on accepted OPC SLR assumptions and which prompt design-standard revisions, and protect, adapt, retreat responses for threatened areas;
    - c. a risk assessment process to be used during CIP site selection, planning and property purchases;
    - d. a SLR and groundwater projection zone map which also shows the intersection of the FEMA flood zone and associated insurance requirements;
2. **Recognize policy limits:** This policy does not establish specific requirements for all projects because each site condition is unique, but instead provides expectations for developing guidance and tools to answer key building and infrastructure design and SLR response strategies. This policy also recognizes that not all codes and regulations that govern construction are yet synchronized with OPC SLR predictions, however Palo Alto will incorporate SLR guidance and planning into its own construction and planning process proactively for both public and private structures until regional standards are adopted for use.

## ***Sea Level Rise Policy Appendix 1: Policy Definitions and Related Terminology***

**Adaptation Pathway:** “Pathways” in relation to adaptation is an approach designed to schedule adaptation decision-making. It identifies the decisions that need to be taken now and those that may be taken in future. The approach supports strategic, flexible and structured decision-making. The pathways approach allows decision makers to plan for, prioritize and stagger investment in adaptation options. Trigger points and thresholds help them identify when to revisit decisions or actions. Examples of pathways approaches can be translated into visual aids such as “route maps” that support communication and consultation with stakeholders. The adaptation pathway approach has been successfully applied in adaptation planning for infrastructure and water management projects, and broader cross-sector adaptation planning<sup>4</sup>.

**Baylands:** Lands which are located between the lines of mean high tide and mean low tide (California Coastal Commission Sea Level Rise Policy Guidance).

**Base Flood Elevation (1% annual chance flood):** A flood that has a 1% probability of occurring in any given year. The 100-year floodplain is the extent of the area of a flood that has a 1% chance of occurring or being exceeded in any given year. This is indicated by the Special Flood Hazard Area (SFHA) on FEMA flood maps.

**Baylands Comprehensive Conservation Plan:** A plan currently being prepared by the City of Palo Alto that provides specific programs and projects to achieve the goals and policies of the Baylands Master Plan.

**Baylands Master Plan:** A plan prepared by the City of Palo Alto to provide a framework and guide for actions in the Baylands that seek to preserve the area’s unique natural, recreational and flood-prevention resources.

**Capital Improvement Program (CIP):** The Capital Improvement Program (CIP) includes projects that help maintain or improve City assets, often called infrastructure. To be included in the City of Palo Alto Capital Budget, a project must meet the following criteria:

- Must have a minimum cost of \$50,000 for each stand-alone unit or combined project.
- Must have a useful life of at least five to seven years (the purchase or project will still be functioning and not be obsolete at least five to seven years after implementation).
- Must extend the life of an existing asset or provide a new functional use for an existing asset for at least five years. Examples include extensive roof rehabilitations. These improvements are distinguished from ongoing maintenance work that may extend the life of the asset but is done on a routine basis.

**Climate change:** Any long-term change in climate conditions in a place or region, whether due to natural causes or as a result of human activity.

**Comprehensive Plan:** The City of Palo Alto Comprehensive Plan (or Comp Plan) is the primary tool for guiding land use and development in Palo Alto. The Plan fulfills the State requirement that the City adopt a General Plan. The Plan provides a foundation for the City’s development regulations, capital improvements program, and day-to-day decisions.

**Critical infrastructure:** City built assets with a long-projected life span (greater than 50 years) which if compromised by rising tides could potentially have catastrophic results on public health, safety or well-being, e.g., wastewater treatment facilities, stormwater infrastructure, levees or impoundments, bridges along major evacuation routes, airports, seaports, railroads, and major highways, EOC/Fire/Police/Healthcare, schools, homeless shelters, landfills and contaminated sites.

**Less-critical Infrastructure:** City assets that have an expected lifetime of 10-20 years or is replaceable and adaptable, or has limited interdependencies and limited consequences should the system fail or be inundated

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<sup>4</sup> CoastAdapt. (2019). Retrieved from <https://coastadapt.com.au/pathways-approach>

by water. Examples include isolated parks, unpaved trails.

**Design life:** The life expectancy of a project as determined during design. As opposed to useful life (see below).

**Erosion:** The wearing away of land by natural forces; on a beach, the carrying away of beach material by wave action, currents, or the wind, the loss of marsh due to the erosion of the marsh edge by waves. Development and other non-natural forces (e.g., water leaking from pipes or scour caused by wave action against a seawall) may create or worsen erosion problems (California Coastal Commission Sea Level Rise Policy Guidance).

**Facilities:** All buildings, communications facilities, energy systems, industrial facilities, all transportation networks, water and wastewater systems, and parks.

**Flood (or Flooding):** Refers to normally dry land becoming temporarily covered in water, either periodically (e.g., tidal flooding, king tides) or episodically (e.g., storm surge or tsunami flooding).

**Greenhouse gases (GHGs):** Any gas that absorbs infrared radiation in the atmosphere. Greenhouse gases include, carbon dioxide, methane, nitrous oxide, ozone, chlorofluorocarbons, hydrochlorofluorocarbons, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride.

**Green Stormwater Infrastructure (GSI):** Infrastructure that uses vegetation, soils, and natural processes to manage stormwater runoff and reduce peak flows in flood control channels or creeks. Examples of GSI include landscape-based stormwater “biotreatment” using soil and plants ranging in size from grasses to trees; pervious paving systems (e.g., interlocking concrete pavers, porous asphalt, and pervious concrete); rainwater harvesting systems (e.g., cisterns and rain barrels); and other methods to capture and use stormwater as a resource.

**Groundwater:** The water found below the surface of the land and contained in the pore spaces of saturated geologic media (sand, gravel). Groundwater is either rain water that has seeped through the soil surface and by means of gravity of soil conditions drained from high to lower elevation areas. Groundwater can also come from the bay transferred via bay mud under the existing levees. Groundwater can be source of water found in wells and springs.

**Hazard:** A situation involving danger such as coastal flooding, earthquake rainfall and local flooding.

**Local Hazard Mitigation Plan:** The Federal Disaster Mitigation Act of 2000 (DMA) requires all cities, counties, and special districts to adopt a Local Hazard Mitigation Plan (LHMP) to receive disaster mitigation funding from the Federal Emergency Management Agency (FEMA). Hazard mitigation planning is the process used by state, local and tribal leaders to understand risks from natural hazards and develop long-term strategies to reduce the impacts of disasters on people, property, and the environment. [The Palo Alto Local Hazard Mitigation Plan](#) is updated every three years.

**Mean Sea Level:** The average relative sea level over a period, such as a month or a year, long enough to average out transients such as waves and tides.

**Ocean Protection Council (OPC):** The Council was created pursuant to the California Ocean Protection Act (COPA), which was signed into law in 2004 by Governor Arnold Schwarzenegger. The mission of the OPC is to “...ensure that California maintains healthy, resilient, and productive ocean and coastal ecosystems for the benefit of current and future generations. The OPC is committed to basing its decisions and actions on the best available science, and to promoting the use of science among all entities involved in the management of ocean resources.” The OPC published the [State of California Sea Level Rise Guidance Document](#) and subsequent updates which provides an estimated range of predicted SLR and subsequent updates.

**Operational Landscape Units:** A delineated area that effectively provides specific ecosystem functions and

services within the natural and built environment.

**Pacific Flyway:** A major north-south flyway for migratory birds in America, extending from Alaska to Patagonia. Every year, migratory birds travel some or all of this distance both in spring and in fall, following food sources, heading to breeding grounds, or travelling to overwintering sites.

**Protect, adapt, retreat strategies:** Responding to SLR generally involves three general concepts:

- **Protect:** Implementing strategies that reduce the risk of SLR impacts to land e.g., levees, horizontal levies, floodwalls, flood gates, and wetlands;
- **Adapt:** Adjusting to natural or human systems in response to actual or expected climatic stimuli or their effects, which minimizes harm or takes advantage of beneficial opportunities. This includes building any new or substantially-improved structures elevated above future flood levels or as structures that can be submerged without sustaining appreciable damage.
- **Retreat:** Surrendering an area partially, seasonally or completely to rising sea level;

**Regional Water Quality Control Plant (RWQCP):** Owned and operated by the Palo Alto, the Plant treats wastewater for the communities of Los Altos, Los Altos Hills, Mountain View, Palo Alto, Stanford University and the East Palo Alto Sanitary District. The mission of the RWQCP is to protect San Francisco Bay by cleaning and treating wastewater before it is discharged.

**Relative Sea Level:** Sea level measured by a tide gauge with respect to the land upon which it is situated.

**Risk:** Often expressed as “hazard x exposure x vulnerability;” in terms of costs per year it can be expressed as “frequency (events/year) x consequences (\$/event).

**SAFER Bay Project Feasibility Report:** SAFER (Strategy to Advance Flood protection, Ecosystem and Recreation along San Francisco Bay) has prepared a feasibility report that is in the review and comment phase. Once City staff comments are made and report revised as needed, the report will be available for public review and comment.

**Sea level:** The height of the ocean relative to land; tides, wind, atmospheric pressure changes, heating, cooling, and other factors cause sea level changes.

**Sea level rise (SLR):** Sea level can change, both globally and locally, due to (a) changes in the shape of the ocean basins, (b) changes in the total mass of water and (c) changes in water density. Factors leading to SLR under climate change include both increases in the total mass of water from melting land-based snow and ice, and changes in water density from an increase in ocean water temperatures and salinity changes. Relative SLR occurs where there is a local increase in the level of the ocean relative to the land, which might be due to ocean rise and/or land level subsidence.

**Storm Surge:** A rise above normal water level due to low atmospheric pressure associated with storms and the action of wind stress on the water surface.

**Sustainability and Climate Action Plan (S/CAP):** Palo Alto’s plan to reduce the city and community’s greenhouse gas emissions to meet climate protection goals and also consider broader issues of sustainability, such as sea level rise, land use and biological resources.

**Sustainability Implementation Plans (SIPS):** Specific actions needed to achieve S/CAP goals.

**Useful life:** The period over which a project is expected to be available for use by an entity. This period of time typically exceeds the design life (see above).

**Threat and Hazard Identification and Risk Assessment (THIRA):** A THIRA helps communities better understand the hazards from natural, technological, and human-caused threats that pose the greatest risk. [The Palo Alto THIRA report](#) is updated every two years.

**Vulnerability:** The extent to which a species, habitat, ecosystem, or human system is susceptible to harm from climate change impacts. More specifically, the degree to which a system is exposed to, susceptible to, and unable to cope with, the adverse effects of climate change, including climate variability and extremes. Vulnerability is a function of the character, magnitude, and rate of climate variation to which a system is exposed, as well as of non-climatic characteristics of the system, including its sensitivity, and its coping and adaptive capacity.

**Vulnerability Assessment:** A practice that identifies who and what is exposed and sensitive to change and how able a given system is to cope with extremes and change. It considers the factors that expose and make people or the environment susceptible to harm and access to natural and financial resources available to cope and adapt, including the ability to self-protect, external coping mechanisms, support networks, and so on.

**Sea Level Rise Policy Appendix 2—Departmental Responsibilities for Sea Level Rise Planning**

*The following table is a menu of potential actions to be confirmed in the plan for each department.*

<b>Lead Department</b>	<b>Responsibility</b>
Administrative Services Department	<ol style="list-style-type: none"> <li>1. Revise Purchasing Department construction solicitation templates and contract documents to include SLR and sustainability considerations.</li> <li>2. Prioritize SLR planning and budget equal to other performance indicators for projects within projected SLR areas.</li> </ol>
City Manager’s Office	<ol style="list-style-type: none"> <li>1. Implement the Sustainability and Climate Action Plan to reduce greenhouse gas emission contributions.</li> <li>2. Include SLR update with annual Earth Day and Sustainability Implementation Plan reporting.</li> <li>3. Consider development of key performance indicators to track if the City is meeting its SLR planning goals.</li> <li>4. Provide outreach through City Manager Office communication channels about how the City is preparing for sea level rise in coordination with Public Works and Utilities Department outreach.</li> <li>5. Prioritize SLR projects equal to other Council priorities.</li> </ol>
Community Services/Open Space	<p>Implement the recommendations of the 2019 Palo Alto Baylands Vulnerability Assessment for flood control, access, non-recreational features and facilities, habitats and wildlife where feasible, e.g.:</p> <ol style="list-style-type: none"> <li>1. Seek funding to expand and enhance Baylands habitat to leverage wave attenuation, water absorption and other ecosystem services that mitigate SLR.</li> <li>2. Develop climate-smart planting palettes that are projected to survive under changing climate conditions.</li> </ol>
Office of Emergency Services	Continue to consider sea level rise in community risk assessments, such as Threat and Hazard Identification Risk Assessment and Local Hazard Mitigation Plan, with appropriate risk considerations and weighting.
Planning & Community Environment	<ol style="list-style-type: none"> <li>1. Update zoning code and related requirements, such as design standards for public and private development based on OPC predictions.</li> </ol>
Public Works—Airport	<ol style="list-style-type: none"> <li>1. Plan for SLR to reduce risk of impacts to Airport operations.</li> <li>2. Seek funding opportunities with the Federal Aviation Administration and Caltrans Division of Aeronautics.</li> </ol>
Public Works—Interdepartmental	<ol style="list-style-type: none"> <li>1. Coordinate groundwater management in recognition that SLR will push groundwater levels inland and closer to the surface.</li> <li>2. Explore the interaction between groundwater, Sea Level Rise and Stormwater.</li> </ol>
Public Works— Engineering	<ol style="list-style-type: none"> <li>1. Plan, design, identify funding, build and maintain resiliency features in City planning and CIP projects per the City’s Comprehensive Plan, e.g.: <ol style="list-style-type: none"> <li>a) Manage the preparation of SAFER feasibility report and potential environmental review, funding, public outreach and construction of SAFER levees and related projects to mitigate SLR.</li> <li>b) Seek grants and other funding for design alternatives and structures that mitigate SLR.</li> <li>c) Build design alternatives and structures that mitigate SLR.</li> </ol> </li> <li>2. Manage the implementation of large-scale stormwater infrastructure rehabilitation projects to minimize flooding from upstream sources, e.g.:</li> </ol>

	<ul style="list-style-type: none"> <li>a) Construct the high priority projects identified through Storm Drain Master Plan and listed with the Stormwater Management Fee and consider integration of GSI Plan elements.</li> <li>b) Address FEMA regulations (flooding risks) and sea level rise associated with at least 100-year storm events for at least the design life of the structure.</li> <li>c) Manage stormwater rebate program and coordinate with development services, inspect project sites once completed and issue rebates to property owners for installed rainwater capture devices.</li> <li>d) Work with Development Services to help developers of private projects comply with SLR policy and plans and FEMA regulations.</li> <li>e) Implement County Hazard Mitigation Plan (FEMA).</li> <li>f) Implement Green Stormwater Infrastructure Plan requirements.</li> <li>g) Design new infrastructure to be flexible so that it may be incrementally enhanced as sea level rise increases</li> </ul>
Public Works– Environmental Services	<ul style="list-style-type: none"> <li>1. Coordinate internal discussions on SLR planning at a frequency that facilitates proactive planning, e.g., quarterly or as needed.</li> <li>2. Manage SLR risks to allow for ongoing operations of the RWQCP and the sanitary landfill;</li> <li>3. Seek opportunities and funding to enhance the Baylands ecosystem and build and nature-based features such as horizontal levees.</li> <li>4. Maintain AB2516 Ocean Protection Council semi-annual report.</li> <li>5. Conduct Public Outreach on SLR education and planning in coordination with the City Manager’s Office and Utilities.</li> <li>6. Prepare Policy updates.</li> <li>7. Lead Green Stormwater Infrastructure planning and implementation.</li> </ul>
Utilities	<ul style="list-style-type: none"> <li>1. Execute energy portfolio-related actions in the SIPs Plan for Utilities-related asset protection from flooding, SLR and erosion.</li> <li>2. Increase climate and SLR messages in ongoing water conservation public awareness campaigns in coordination with the City Manager’s Office and Public Works–Watershed Protection.</li> </ul>

**Sea Level Rise Policy Appendix 3—Ocean Protection Council 2018 Probabilistic A  
Sea Level Rise Projections**  
*Rising Seas Report, State of California Sea Level Rise Guidance\**

	<b>Low Risk Aversion Likely Range (ft.) 66% Probability</b>	<b>Medium-high Risk Aversion (ft.) 0.5% probability 1-in-200 chance</b>	<b>Extreme Risk Aversion (ft.) (No probability yet available)**</b>
	<i>Use for less-critical infrastructure and services e.g., trails, playing fields, golf course that could potentially be surrendered to SLR.</i>	<i>Use for critical infrastructure and services e.g., Regional Water Quality Control Plant, Municipal Service Center, Utilities infrastructure</i>	
2030	0.5	0.8	1.0
2040	0.8	1.3	1.8
2050	1.1	1.9	2.7
2060	1.5	2.6	3.9
2070	1.9	3.5	5.2
2080	2.4	4.5	6.6
2090	2.9	5.6	8.3
2100	3.4	6.9	10.2

SLR rates in this table show the upper-range predictions for how SLR may increase in future years and the SLR rate assumptions that should be used for different facilities and development. Probabilistic projections in the first two columns are with respect to a baseline of the year 2000, or more specifically the average relative sea level over 1991 - 2009. These numbers do not include impacts of El Niño, storms or other acute additions to sea-level rise.<sup>5</sup> The time period referenced should be based on the useful life of the structure. The low and medium-risk projections listed in this table may underestimate the likelihood of extreme sea-level rise, particularly under high greenhouse gas emissions scenarios which as the writing of this policy are projected to continue to increase.

Not all infrastructure and development need to be designed to withstand the most extreme SLR predictions. This table suggests the types of facilities that could be designed to withstand the low, medium or extreme risk scenarios. Buildings for which there is an extreme risk aversion (e.g. wastewater treatment facilities) require more extensive and thus more costly designs and retrofits.

\*The relative SLR heights above as it relates to Palo Alto's shoreline can be viewed at *Adapting to Rising Tides Bay Shoreline Flood Explorer* online tool at <https://explorer.adaptingtorisingtides.org/home>.

\*\* OPC guidance also includes an Extreme Risk Aversion scenario (aka H++ Scenario (Sweet et al 2017 Single scenario)). The probability of this scenario is currently unknown, but its consideration is important, particularly for high stakes, long-term decisions for critical infrastructure and given the uncertainties of projected GHG emissions discussed above.

<sup>5</sup> Ocean Protection Council. (2018). *State of California Sea-Level Rise Guidance 2018 Update*. Retrieved from [http://www.opc.ca.gov/webmaster/ftp/pdf/agenda\\_items/20180314/Item3\\_Exhibit-A\\_OPC\\_SLR\\_Guidance-rd3.pdf](http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf). Page 18.



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

CONSULTANT shall perform the Services so as to complete each milestone within the number of days 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.

Milestones	Completion No. of Days From NTP
1. Sea Level Rise Vulnerability Assessment	120 days
2. Groundwater Vulnerability Assessment	120 days
3. First draft Sea Level Rise Adaptation Plan	365 days
4. Community Engagement Strategy	60 days
5. Meetings and Presentations	As mutually agreed to throughout project.
6. Education Strategy and Tool Development	As mutually agreed to throughout project.
7. Research and Technical Guidance	As needed.
8. Project Management	As needed.

## **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 (Sea Level Rise Vulnerability Assessment)	\$55,672
Task 2 (Groundwater Vulnerability Assessment)	\$48,896
Task 3 (Sea Level Rise Plan Development)	\$78,019
Task 4 (Community Engagement)	\$10,012
Task 5 (Meeting and Presentations)	\$24,612
Task 6 (Education and Tool Development)	\$28,364
Task 7 (Research and Technical Guidance)	\$10,712
Task 8 (Project Management)	\$25,146
 Sub-total Basic Services	 <b>\$281,433</b>

Reimbursable Expenses	\$640.00
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Total Basic Services and Reimbursable expenses	\$282,073.00
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Additional Services (Not to Exceed)	\$20,000.00
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Maximum Total Compensation	\$302,073.00
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### **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: messenger services, record searches, travel within the Bay Area, printing, project-specific supplies (cost as charged to AECOM).

A. Travel within 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. Travel includes: rental car costs as charged to AECOM or personal vehicle mileage at current federal rate 57.5 cents, parking, and bridge toll fees.

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 \$200.00 shall be approved in advance by the CITY's project manager.

### **ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

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

# EXHIBIT “C-1” HOURLY RATE SCHEDULE

## Sea Level Rise Adaptation Plan AECOM • COST ESTIMATE

Page 1 of 2

		AECOM																									
Task No.	TASKS	Project Manager	Project Director	Lead Coastal Engineer	Climate Adapt. Advisor	Coastal Scientist	Outreach	Coastal Engineer	Vulnerability Mapping	H&H Engineer	Water Quality Engineer	Climate Ecologist	Landscape Designer	Economist	Civil Engineer	WW Engineer	Stormwtr Engineer	Trans Engineer	Power Engineer	Climate Adaptation	GIS	Graphic Artist	Word Proc	Project Cont	AECOM Total Hours	AECOM Total Dollars	
		Edwards \$116	Unger \$222	Vandever \$170	Bonham-Carter \$282	Harris \$122	Adleman \$148	Kassem \$124	Kapoor \$107	McNeely \$160	Nielsen \$135	Tremain \$152	Strnad \$189	McGregor \$179	Ehsaei \$200	Wong \$253	Sweet \$244	Villafranca \$207	Goward \$234	Kaes \$153	Lightner \$84	\$116	\$97	\$90			
1	Vulnerability Assessment																										
1.1	Literature Review	16				16			4																36	\$4,236	
1.2	Review Science and Inundation Mapping	8		4		16															40				68	\$6,920	
1.3	Inventory Assets and Operations	24		8		40			24												8				104	\$12,264	
1.4	Assess Vulnerability and Risk	24	2	18	8	80			40		4	8			4	0				4	16		8		216	\$27,872	
	Subtotal for Task 1	72	2	30	8	152	0	0	68	0	4	8	0	0	4	0	0	0	0	4	64	0	8	0	424	\$51,292	
2	Groundwater Assessment																										
2.1	Groundwater Assessment	16		8																					24	\$3,216	
	Subtotal for Task 2	16	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$3,216	
3	Adaptation Plan Development																										
3.1	Identify Adaptation Strategies	16		8		16		8		2	2	2	2		6	0	0	2	0	2					66	\$9,352	
3.2	Evaluation and Alternatives Analysis	18		8	2	24		24		2	2	2	2	10	6	0	0	2	0	2					104	\$14,898	
3.3	Adaptation Plan for Selected Strategies	18		20	4	32		8							6	0	0	2	0	2					82	\$11,512	
3.4	Draft Adaptation Plan	18	2	16	2	48		8														32	4		130	\$16,764	
3.5	Final Adaptation Plan	16	0	6	2	16																8	4		52	\$6,708	
	Subtotal for Task 3	86	2	58	10	136	0	48	0	4	4	4	4	10	12	0	0	4	0	4	0	40	8	0	434	\$59,234	
4	Community Engagement Strategy																										
4.1	Develop Community Engagement Plan	16	2	2	2		46	0	0	0	0										0	0	0	0	68	\$10,012	
	Subtotal for Task 4	16	2	2	2	0	46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	\$10,012	
5	Meetings and Presentations																										
5.1	Public Meetings	34		10																					44	\$5,644	
5.2	Council Meetings	10		5																					15	\$2,010	
5.3	Parks and Rec Meetings	10		5																					15	\$2,010	
5.4	Planning and Transpo Meeting	5		4																					9	\$1,260	
5.5	Staff Meetings	70		4																					74	\$8,800	
	Subtotal for Task 5	129	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	157	\$19,724	
6	Education Strategy and Tool Development																										
6.1	Education Strategy and Tool Development	16		16	8	16																			56	\$8,784	
	Subtotal for Task 6	16	0	16	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	\$8,784	
7	Research and Technical Guidance																										
7.1	Research and Technical Guidance	8		16	4	0	0																		28	\$4,776	
	Subtotal for Task 7	8	0	16	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	\$4,776	
8	Project Management																										
8.1	Project Kick-Off	6	2	2																					10	\$1,480	
8.2	Bi-weekly Meeting	70																							70	\$8,120	
8.3	Project Management	50	4																					24	78	\$8,848	
	Subtotal for Task 8	126	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	158	\$18,448	
	Total Labor Hours	469	12	160	32	304	46	48	68	4	8	12	4	10	16	0	0	4	0	8	64	40	16	24	1,349		
	Total Cost	\$54,404	\$2,664	\$27,200	\$9,024	\$37,088	\$6,808	\$5,952	\$7,276	\$640	\$1,080	\$1,824	\$756	\$1,790	\$3,200	\$0	\$0	\$828	\$0	\$1,224	\$5,376	\$4,640	\$1,552	\$2,160		\$175,486	

## 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 INCLUDED 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, including AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

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 INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE

THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE 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](HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP)**