



# City of Palo Alto

## City Council Staff Report

(ID # 5119)

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**Report Type: Consent Calendar**

**Meeting Date: 11/10/2014**

**Summary Title: Design Services for Old Pumping Plant Rehabilitation**

**Title: Approval of Contract No. C15155378 With Carollo Engineers, P. C. in the Total Amount Not to Exceed \$291,335 to Provide Design Services for Old Pumping Plant (OPP) Rehabilitation at Regional Water Quality Control Plant - Capital Improvement Program Project WQ- 80021**

**From: City Manager**

**Lead Department: Public Works**

### **Recommendation**

Staff recommends that Council:

Approve, and authorize the City Manager or his designee to execute, the attached contract with Carollo Engineers, P.C. (Attachment A) in an amount not to exceed \$291,335 for design services for the Old Pumping Plant (OPP) Rehabilitation at the Regional Water Quality Control Plant Capital Improvement Program, Project WQ-80021, including \$264,850 for basic services and \$26,485 for additional services.

### **Background**

The Regional Water Quality Control Plant (RWQP) has two raw sewage lift pump stations one built in 1956 (old pumping plant, or OPP) and one in 1972 (new pumping plant). The OPP lifts raw sewage out of the sanitary sewers up to the main structure for wastewater treatment including primary, secondary, and tertiary treatment as well as final disinfection. The OPP serves as a backup to the new pumping plant when it is out of service for maintenance.

### **Discussion**

The OPP's concrete structure and its mechanical and electrical equipment have exceeded their useful lives. Pumps and valves leak raw sewage, no longer operate as intended, and utilize outdated and inefficient electrical controls. The concrete

is deteriorating with corrosion evident in sections of reinforcing steel. The equipment needs to be replaced for safety, efficiency, and operational needs.

The OPP rehabilitation project is consistent with the Plant’s [Long Range Facility Plan \(LRFP\)](#) completed October 2012 and accepted by Council on July 2, 2012 ([staff report ID 2914](#)). The LRFP identified the need to use ongoing Capital Improvement Program wastewater treatment projects to replace or rehabilitate the aging OPP.

Scope of Services Description

The Consultant shall provide engineering services for evaluation, design of the pumping system, associated electrical systems such as motor control centers (MCCs) and variable frequency drives (VFDs), and concrete repair. The Consultant shall provide services during all phases of the project from preliminary option assessments, design and permitting, and engineering services during bid, construction, and startup.

On July 22, 2014 a notice for Request for Proposals for design services for the OPP rehabilitation was posted to the City’s website and was sent to five design firms. Proposals were received from four firms on August 19, 2014.

Summary of Solicitation Process

Proposal Title/Number	Design Of Old Pumping Plant (OPP) Rehabilitation At The Regional Water Quality Control Plant - RFP No. 155378
Proposed Length of Project	24 months
Number of Proposals mailed &/or emailed	5
Total Days to Respond to Proposal	28
Pre-proposal Meeting Date	July 29, 2014
Number of Company Attendees at Pre-proposal Meeting	5 firms
Number of Proposals Received:	4

Number of Companies Interviewed	2
Range of Proposal Amounts Submitted	\$199,765 to \$372,239

Evaluation of Proposals

An evaluation committee consisting of the RWQCP engineering staff reviewed the four proposals. The committee carefully reviewed each firm's qualifications and submittal in response to the criteria identified in the RFP. The criteria used to evaluate the proposing firms included: Quality and completeness of proposal; quality, performance, and effectiveness of the work plan; proposer's experience; proposer's ability to perform the work within the time specified; cost; proposer's financial stability; proposer's prior record of performance with the City; and proposer's compliance with applicable laws and regulations.

Two firms were invited to participate in oral interviews on September 4, 2014. Carollo Engineers was selected because of its understanding of needed design services, the quality, innovation and thoroughness of its proposed work plan, and the professional experience of the key team members. Carollo Engineers submitted the second lowest fee proposal. During Carollo Engineer's presentation and interview, Carollo Engineer's team members best demonstrated an understanding of the Plant's intentions for this rehabilitation project, especially in regards to the electrical system. Additionally, Carollo Engineers has more experience and local Bay area-based team members, which are needed to ensure a satisfactory design of complicated electrical and mechanical systems and to oversee construction issues.

Carollo Engineers recently completed two structural infrastructure repair projects for the RWQCP, and their subconsultant, TTG, successfully completed a large capital improvement project design for the RWQCP's standby diesel generators. Carollo Engineers and TTG have substantial understanding of the existing RWQCP corrosion and seismic issues and the electrical system. Carollo Engineers' proposal reflects a more advanced level of thinking and design development compared to other proposals. Several design options had already been investigated and preliminary decision points presented, showing a good understanding of project issues. Carollo Engineers proposed a robust team of mechanical, electrical, and

structural engineers with professional licenses at both technical and managerial levels.

### **Timeline**

The base design work is estimated to be completed nine months after the issuance of the notice to proceed; which is estimated to be issued in November 2014 pending funding approval. Construction is estimated to be completed twenty-four months after the issuance of notice to proceed, which is estimated to be issued in January 2016 after bidding process and funding approval.

### **Resource Impact**

Funds for this project are included in the Plant Equipment Replacement (WQ-80021) project in the Wastewater Treatment Fund.

### **Policy Implications**

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

### **Environmental Review**

This project is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 (b), which includes repair, maintenance, and minor alteration of publicly-owned wastewater facilities involving negligible expansion.

#### **Attachments:**

- Attachment A: Contract C15155378 Carollo Engineers (PDF)

**CITY OF PALO ALTO CONTRACT NO. C15155378**  
**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND**  
**CAROLLO ENGINEERS, INC. FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 10th day of November, 2014, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **CAROLLO ENGINEERS, INC.**, a California Corporation, located at 2700 Ygnacio Valley Road, Walnut Creek, CA 94598 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to rehabilitate its Old Pumping Plant. CONSULTANT shall provide engineering services for evaluation, design of the pumping system, associated electrical systems and repair of the concrete structure for the pumping station at the RWQCP (“Project”) and desires to engage a consultant to provide engineering services during all phases in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

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

**AGREEMENT**

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

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

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

authorize work up to the maximum compensation amount set forth in Section 4.

**SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached as Exhibit "B" unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Two Hundred and Sixty-Four Thousand Eight Hundred and Fifty Dollars (\$264,850.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed Two Hundred Ninety-One Thousand Three Hundred and Thirty-Five Dollars (\$291,335.00). The applicable rates and schedule of payment are set out in Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

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

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-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 shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

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

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING.**

**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

Professional Services  
Rev Feb 2014



subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

TTG Corporation  
V & A Consulting Engineers, Inc.  
ESA

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 Rick Chan as the principal-in-charge to have supervisory responsibility for the performance, progress, and execution of the Services and Sarwan Wason 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.

The City's project manager is Padmakar Chaobal, Public Works Department, Environmental Services Division, RWQCP 2501 Embarcadero Way, Palo Alto, CA 94303, Telephone: (650) 329-2287. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

CONSULTANT'S instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CAD files, are tools for their preparation. As a convenience to the CITY, the CONSULTANT shall furnish to the CITY both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the CITY shall hold

CONSULTANT harmless from liability arising out of changes or modification to CONSULTANT's data in electronic media form in the CITY's possession or released to others by the City.

**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 the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

## **SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

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

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

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

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

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the

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

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY:                   Office of the City Clerk  
City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director  
at the address of CONSULTANT recited above

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant"

as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.**

CONSULTANT shall comply with the City's Environmentally Preferred Purchasing policies which are available at the 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 the 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:

- 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 the 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.
- Goods purchased by Consultant on behalf of the City shall be purchased in accordance with the 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 Office.
- Reusable/returnable pallets shall be taken back by the Consultant, at no additional cost to the 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. NON-APPROPRIATION**

24.1. 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 25. MISCELLANEOUS PROVISIONS.**

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

25.2. 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.

25.3. 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.

25.4. 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.

25.5. 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.

25.6. 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.

25.7. 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.

25.8 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.

25.9 All unchecked boxes do not apply to this agreement.

25.10 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services. The CONSULTANT shall be entitled to use all such information and services provided by CITY in performing CONSULTANT's services under this agreement.

25.11 CONSULTANT shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies.

CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the Contract Documents unless the means, methods, techniques, sequences, or procedures of construction are specified by the CONSULTANT.

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25.12 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.

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

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

City Manager

APPROVED AS TO FORM:

Senior Asst. City Attorney

**CAROLLO ENGINEERS, INC.**

By: *Sarwan Wason / Rick Chan*

Name: Sarwan wason / Rick Chan

Title: *Senior V.P. / Senior V.P.*

Attachments:

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



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**OLD PUMPING PLANT (OPP) REHABILITATION**

**I. BACKGROUND**

The Palo Alto Regional Water Quality Control Plant (Plant or RWQCP) treats wastewater from six communities (the Partners). The City of Palo Alto (City) owns and operates the RWQCP. The service area is a mix of institutional, residential, and commercial uses consisting of approximately 223,100 residents. The Plant has a design capacity of 39 mgd, average treated flow of 20 mgd, and a wet weather capacity of 80 mgd.

The plant has two raw sewage pump (RSP) lift stations. The 1934 original pumping plant (now the operations shop) was retired in 1956 with the construction of a pump station with three pumps (Nos. 7, 8, and 9). The operations shop continues to serve as the building housing the MCC for the RSP Nos. 7, 8, and 9. In 1972, another pump station was constructed with a motor room and four RSPs and spaces for two more (Nos. 1, 2, 3, 4, 5, and 6). In 1972, the 1956 pump station was designated as the "Old Pumping Plant" and the 1972 pump station designated as the "New Pumping Plant," or OPP and NPP, respectively. The OPP lifts wastewater from the pretreatment screening units to the primary influent channel via meter station.

In 1999, the original screening at the OPP inlet was replaced with new screening/grinder system as part of a project that replaced the flow meter in the adjacent meter pit. A new double drum Channel Monster model CDD6020 grinding system was installed.

In 2001, repair work was done on the pump(s) discharge header. The repairs involved installing a 28" OD X 67" long spool piece in 30" OD pipe at the OPP wall penetration and two 30"X28" reducing couplings.

**II. SCOPE OF WORK**

The City of Palo Alto, Department of Public Works, Regional Water Quality Control Plant (RWQCP or the Plant) intends to rehabilitate its old pumping plant. The Consultant (Engineer) shall provide engineering services for evaluation, design of the new pumping system, associated electrical systems and repair of the concrete structure for the pumping station at the RWQCP. Consultant (Engineer) shall provide engineering services during all phases of the project, from preliminary options assessments, design and permitting through support in commissioning and start up.

**A. Tasks**

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

**Task 1 – Design**

Task 1.1 The wet pit channel has a suction pipe to each of the three pumping units. Design a replacement of all suction piping and piping supports.

Task 1.2 The discharge pipe from each OPP pump connects to a 30-inch welded steel manifold and force main which discharges into the 60-inch force main to the primary sedimentation tanks. Design a replacement of all discharge piping and piping supports including the header through the wall and to connect to existing fusion bonded epoxy steel force main just outside the OPP pump room wall.

Task 1.3 Beside the NPP flow meter, an 18-inch magnetic-type flow meter measures the OPP raw sewage flow rate in the meter pit, just ahead of the tie-in to the 60-inch force main.

Design a replacement of OPP meter pit piping for installation of 30-inch line size piping and a new 30-inch Magmeter flow meter. The upgrade will allow for an increase in pumping capacity from the OPP.

Task 1.4 The OPP has three existing pumping units, which are RSP Nos. 7, 8, and 9.

Pump No.	HP	Manufacturer, Size, & Model	Speed Control	Rated gpm (mgd)	Flow test (mgd) <sup>1</sup>	TDH	RPM
8	70/100	18-inch Morris ECD Vertical Dry Pit Pump	2 speed	2,500 / 8,400 (3.6 / 12.1)	4.3 / 11.0	38.5	589/710
7 <sup>2</sup>	150	18-inch Morris ECD Vertical Dry Pit Pump	None	10,000 (14.4)	10.7	??	705
9	75	16-inch Morris ECD Vertical Dry Pit Pump	None	5,600 (8.1)	6.2	39	885

Notes:

1. Flow test dated 10/24/2013
2. RSP No. 7 – In the middle, between RSP No. 8 (left) and RSP No. 9 (right)

Design a replacement of all three pumps and include new VFD controls. Evaluate hydraulic capacity of pretreatment (i.e., channel monster) and new pumping system; increase hydraulic capacity of the system to maximum extent possible. Currently, the motors driving the pumps are located in the motor room at upper elevation (-5.75'). The pumps located in the pump room at lower elevation (-22.75'), are driven via extension drive shafts. Evaluate, whether submersible pump-motor sets can be used in the dry pit, thus eliminating the need for extension drive shafts and freeing up the space in motor room for possible other

use.

Task 1.5 RSP Nos. 7 to 9 are provided with swing check valve protection; these pumps are isolated on the discharge and suction side by gate valves. Design a replacement of swing check valves. The check valves should work hydro-dynamically with the pump start/stop cycles controlled by the VFDs. Design a replacement of the manually operated gate valves. The new gate valves are to be electrically operated gate valves.

Task 1.6 Each pump seal is protected by W4 water; however the OPP W4 does not pass through the 25 micron filter in the NPP basement. Design new pump seal piping and include 25 micron filter to match plant standard; include filter bypass.

Task 1.7 Design replacement controls and level bubbler system for pumping system. Integrate control system with existing iFix HMI screens, SCADA data collection, and Allen Bradley PLC control.

Task 1.8 Design replacement of gas monitoring system for confined space entry.

Task 1.9 Design replacement power distribution systems from breakers at NPP and new motor control center currently located at the Ops Shop adjacent to the OPP.

Task 1.10 Design repairs to structural concrete including the Cathodic Protection system around structure. [Review FCA for all OPP related recommendations]

Task 1.11 At the OPP influent well, there is a leak from an abandoned 36-inch sewer connection to the OPP influent well. Design a solution to eliminate leak (e.g., foam injection, grout injection etc.).

Task 1.12 Influent Well – Include specifications to vacuum out OPP influent well of all debris (e.g. ERS Industrial Services).

Task 1.13 Review the (E) pretreatment screening/grinding system for possible retrofit to bar screen and screw press type system. Analyze the cost impact.

Task 1.14 Review the (E) lifting lugs for adequacy. Provide adequate hoisting/rigging for the new equipment.

## **Task 2 – Deconstruction of Existing OPP and construction coordination.**

Develop plan and work restrictions; as a guide line for the contractor to perform the rehabilitation work (e.g. isolating the OPP wet well by plugging the outlet in the pit next to the OPP). This plan would provide a framework for the contractor to do construction work with minimal impact to plant operation, taking into account the seasonal flow conditions.

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

- Consultant shall assist the City in preparation of construction bid package.
- Consultant shall respond to the requests for clarification and/or information from prospective bidders.
- Consultant shall assist the City with preparation of Project addenda and furnish the originals required for said addenda.
- Consultant shall attend and assist the City at the pre-bid conference and the walk through.

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

- Consultant shall review submittals from the contractor for conformance with the Contract Documents. The Consultant shall review and return the submittal comments to the City within seven calendar days.
- Consultant shall prepare written response to the Request for Information (RFI) submitted by the contractor. The Consultant shall review, comment and return the RFI responses within seven calendar days.
- Consultant shall review and validate the Contract Change Order requests submitted by contractor for accuracy and correctness, as requested by the City.
- As requested, the Consultant shall attend periodic Project Progress Meetings with the Contractor. Please allow for one meeting per month, at the minimum, during the construction phase.
- Consultant shall provide the technical support to the City during start up and commissioning of the rehabilitated pumping plant. Consultant shall work with Contractor and equipment manufacturer's representatives, as requested by the City.
- Consultant shall assist the City in monitoring, documenting and/or validating any testing required by the permitting agencies.
- Consultant shall review the "as-built" or "red line" drawings and documents maintained by the contractor during construction. Upon construction completion, Consultant shall prepare one full size, one half size (11"X17") sets and one electronic copy of the record drawings. The electronic copy shall be in AutoCAD 3D Civil 2010 format. The record drawings shall consist of annotated contract drawings and electronic files showing changes in design and construction.

### **Task 5 – Additional Services and Reimbursables**

#### **1. Additional Services**

Consultant shall provide additional services if requested by the City. These services may include additional work due to extension of project scope, additional deliverables/documents, field testing, or other miscellaneous unforeseen expenses.

2. Reimbursables

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

**III. DELIVERABLES**

**Design Kick-off and Workshops**

- Meet with the project/plant staff to assess the plant's needs, requirements and restrictions for this project.
- Include a minimum of two workshops for this purpose in addition to the kick-off meeting and design review meetings.

**Design 30% – Develop Design Criteria**

- Provide technical memorandum (tech memo) detailing hydraulic design decisions and analysis. The memo should also include the details of the electrical upgrades needed to support the hydraulic design decisions.
- Provide preliminary flow diagram, P. & I. D.s, electrical single line diagram and proposed control scheme to integrate the new electrical system in the Plant's existing SCADA network.
- Provide four sets of technical memorandum and associated documents.

**Design 60% -**

- Develop construction documents, which include drawings, technical specifications, work restrictions and other special conditions.
- Consultant shall incorporate all the comments and concerns issued during the previous review. The design shall be the true reflection of City's intent for this project; which is to maximize the pumping plant's RS pumping capacity.
- Provide four sets of drawings, specifications and other 60% deliverable documents.
- Provide a cost estimate for the demolition and construction work for each task.

**Design 90% and Final -**

- Consultant shall perform final updates derived from City's comments and Consultant's own internal quality control and audits.
- The system design at this stage will include complete construction documents with plans, specifications, design calculations and final construction cost estimate.
- Prepare the design package to secure applicable permitting and soliciting construction / procurement for each task.
- Provide two wet stamped hard copies, one digital copy in PDF format and one in AutoCAD 3D Civil 2010 format of the final stamped plans. Provide two hard copies & one digital copy in MS Word format of the final stamped specifications.

- END OF SECTION -

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

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

Milestones	Completion No. of Weeks From NTP
1. Design Kick-off meeting	2
2. Design workshop 1	6
3. Design 30%	9
4. Design workshop 2	14
5. Design 60%	18
6. Design 90%	28
7. Design Final	34
8. Work plan for ( E ) OPP Deconstruction	18
9. Services during Bidding	TBD
10. Services during Construction & closure	TBD

## EXHIBIT "C" COMPENSATION

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

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Basic Services") and reimbursable expenses shall not exceed \$264,850. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$291,335. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$264,850 and the total compensation for Additional Services does not exceed \$26,485.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Design)	\$174,639
Task 2 (Plan for Deconstruction of (E) OPP)	\$5,675
Task 3 (Services during Bidding)	\$15,627
Task 4 (Services during Construction)	\$62,909
<b>Sub-total Basic Services</b>	<b>\$258,850</b>
<b>Reimbursable Expenses</b>	<b>\$6,000</b>
<b>Total Basic Services and Reimbursable expenses</b>	<b>\$264,850</b>
<b>Additional Services (Not to Exceed)</b>	<b>\$26,485</b>

Maximum Total Compensation

\$291,335

**REIMBURSABLE EXPENSES**

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

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

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

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$1,000 shall be approved in advance by the CITY's project manager.

**ADDITIONAL SERVICES**

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

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

1. Final design and construction package for alternate pre-treatment, such as replacement of existing Channel Monster with new higher capacity Channel Monster or new bar screens and screw presses at OPP.

2. Final design and construction package for replacement of existing electrical switchgear at the NPP if required because of the need for increased capacity ( except replacement of the existing breaker with new breaker).



**EXHIBIT "C-1"**  
**HOURLY RATE SCHEDULE**

The following pages are the Hourly Rate Schedule for Carollo Engineers, Inc., TTG, V & A Consulting Engineers and ESA.

**Carollo Engineers Cost Proposal**  
**Design of the Old Pumping Plant Rehabilitation**  
 Revised September 9, 2014

Scope	Labor Categories	Estimated Hours	Hourly Rate	Extended Rate
Task 1 - Design	Senior Professional	110	\$265	\$ 29,150
	Project Professional	285	\$223	\$ 63,555
	Technician	225	\$140	\$ 31,500
	Support Staff	34	\$98	\$ 3,332
	Subconsultant - TTG	150		\$24,754
	Subconsultant - V&A	140		\$ 17,000
	Subconsultant - ESA	32		\$ 5,348
<b>TOTAL NOT TO EXCEED, TASK 1</b>		<b>976</b>		<b>\$ 174,639</b>
Task 2 - Deconstruction of Existing OPP and Construction Coordination	Senior Professional	3	\$265	\$ 795
	Project Professional	14	\$223	\$ 3,122
	Technician	4	\$140	\$ 560
	Support Staff	1	\$98	\$ 98
	Subconsultant - TTG	6		\$1,100
<b>TOTAL NOT TO EXCEED, TASK 2</b>		<b>28</b>		<b>\$ 5,675</b>
Task 3 - Services During Bidding	Senior Professional	12	\$265	\$ 3,180
	Project Professional	32	\$223	\$ 7,136
	Technician	6	\$140	\$ 840
	Support Staff	3	\$98	\$ 294
	Subconsultant - TTG	18		\$ 3,150
	Subconsultant - V&A	5		\$ 1,027
<b>TOTAL NOT TO EXCEED, TASK 3</b>		<b>76</b>		<b>\$ 15,627</b>
Task 4 - Services During Construction	Senior Professional	33	\$265	\$ 8,745
	Project Professional	180	\$223	\$ 40,140
	Technician	16	\$140	\$ 2,240
	Support Staff	8	\$98	\$ 784
	Subconsultant - TTG	60		\$ 9,000
	Subconsultant - V&A	12		\$ 2,000
<b>TOTAL NOT TO EXCEED, TASK 4</b>		<b>309</b>		<b>\$ 62,909</b>
<b>TOTAL FOR TASKS 1 - 4</b>				<b>\$ 258,850</b>
Task 5.1 - Additional Services - TBD	Additional Services			TBD
Task 5.2 - Reimbursables	Reimbursable Costs			\$ 6,000
<b>TOTAL FOR TASKS 1 - 5</b>		<b>1,389</b>		<b>\$ 264,850</b>

**CAROLLO ENGINEERS, INC.  
FEE SCHEDULE**

**As of January 1, 2014**

	<u>Hourly Rate</u>
<b>Engineers/Scientists</b>	
Assistant Professional	\$154.00
Professional	188.00
Project Professional	223.00
Lead Project Professional	244.00
Senior Professional	265.00
<b>Technicians</b>	
Technicians	140.00
<b>Support Staff</b>	
Document Processing / Clerical	98.00
<b>Project Equipment Communication Expense (PECE) Per DL Hour</b>	<b>11.70</b>
<b>Other Direct Expenses</b>	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2014	\$.56 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.



City of Palo Alto – Old Pumping Plant Rehab,  
 RFP #155378  
 TTG #P116293.00  
 August 12, 2014  
 Page 4 of 8

**2014  
 SCHEDULE OF CHARGES FOR  
 ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal .....	\$212	Designer .....	\$128
Project Manager .....	\$185	CADD Operator .....	\$ 92
Project/Senior Engineer.....	\$170	Construction Administrator .....	\$145
Engineer.....	\$145	Word Processor/Clerical .....	\$ 72

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

**MISCELLANEOUS CHARGES**

Passenger Car.....	\$0.55/mile with minimum of .....	\$ 35/day
Plotting (except for in-house use) .....	\$3.50/sheet	Photo Copy.....\$ 0.15/page

**ANNUAL ADJUSTMENT**

These rates will be adjusted annually effective the beginning of each year.

**INSURANCE**

TTG Engineers maintains Professional Liability Insurance with a limit of \$5,000,000 per occurrence and \$6,000,000 aggregate as well as General Liability Insurance with an aggregate limit of \$2,000,000 and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.

**V&A CONSULTING ENGINEERS**  
**Billing Rates Table**  
**FAR Overhead and Multiplier Rates**  
**8/15/14 8:18 AM**  
**14-0269 City of Palo Alto**

**2013 FAR Overhead Rate is 2.23 for a 3.553 Multiplier**  
**2012 FAR Overhead Rate is 2.32 for a 3.652 Multiplier**  
**King County Audit 2011 201.70 for 3.3187 Multiplier (Michael Williams Email 5/15/11)**  
**2011 FAR Overhead Rate is 2.16 for a 3.476 Multiplier**

Title		Base Hourly Rate	Benefits 32%	Overhead 191%	Fee 10%	Multiplier Billing Rate	Standard Fee 2014	FAR Multiplier	Salary Updated
Principal-In-Charge	Glenn Willson	79.33	25.38	151.51	25.62	281.85	283	3.553	12/10/12
Project Manager	Keith Packard	58.17	18.62	111.11	18.79	206.69	221	3.553	8/9/13
Sr. Project Engineer	Manny Najjar	55.05	17.62	105.14	17.78	195.59	206	3.553	6/24/13
Associate Engineer	Dan Day	45.19	14.46	86.32	14.60	160.57	165	3.553	2/11/13
Assistant Engineer	Mark Tam	39.66	12.69	75.76	12.81	140.92	134	3.553	10/27/12
Assistant Engineer	Matt Snow	31.73	10.15	60.61	10.25	112.74	134	3.553	3/1/14
Engineering Assistant	Dalouny Phannavon	38.46	12.31	73.46	12.42	136.65	124	3.553	5/1/13
Engineering Assistant	Yuliya Scales	33.65	10.77	64.28	10.87	119.57	124	3.553	5/21/13
Admin Assis/Clerical	Stephanie Lee	27.88	8.92	53.26	9.01	99.07	82	3.553	6/3/13

**ESA Billing Rates - 2014**

Labor Category	Level I	Level II	Level III
Senior Director	225	240	255
Director	190	205	215
Managing Associate	155	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	90	110

## 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:

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

- I. INSURANCE COVERAGE MUST INCLUDE:
  - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
  - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
  - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- 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 ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE EMAILED OR MAILED TO:**

**PURCHASING AND CONTRACT  
ADMINISTRATION  
CITY OF PALO ALTO  
P.O. BOX 10250  
PALO ALTO, CA 94303.**

**EMAIL: [InsuranceCerts@CityofPaloAlto.org](mailto:InsuranceCerts@CityofPaloAlto.org)**