

CITY OF PALO ALTO CONTRACT NO. C24185875

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND WOODARD & CURRAN, INC.

This Agreement for Professional Services (this “Agreement”) is entered into as of the 27th day of November, 2023 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and WOODARD & CURRAN, INC., a corporation, located at 2175 North California Blvd., Suite 315, Walnut Creek, CA 94596 (“CONSULTANT”).

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

RECITALS

A. CITY intends to adopt an updated Sewer Master Plan for the City of Palo Alto (the “Project”) and desires to engage a consultant to develop the new sewer master plan, to help analyze the sanitary sewer system capacity needs, account for new development, and provide a rigorous cost effective approach for identifying future rehabilitation needs in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess 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, entitled “SCOPE OF SERVICES”.

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

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

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through November 26, 2025 unless terminated earlier pursuant to Section 19 (Termination) 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, entitled “SCHEDULE OF PERFORMANCE”. 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 shall be based on the compensation structure detailed in Exhibit C, entitled “COMPENSATION,” including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Four Hundred Ninety-Eight Thousand Eight Hundred Sixty-Six Dollars (\$498,866)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled “SCHEDULE OF RATES.” Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☐ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Dollars (\$)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Dollars (\$)**, as detailed in Exhibit C.

“Additional Services” means 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. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY’s Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

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, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of 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 invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess 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 subcontractors, if any, 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 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, as amended from time to time. 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 the CITY's stated construction budget by ten percent (10%) or more, 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. CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement.

CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

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 approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

SECTION 12. SUBCONTRACTING.

☐ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

☒ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractors authorized by CITY to perform work on this Project are:

ADS Environmental
Robert L. Talavera LLC

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Gisa Ju, Telephone: 925-627-4139, Email: gju@woodardcurran.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's

key personnel for any reason, the appointment of a substitute Project Manager 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 CONSULTANT 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 Services or a threat to the safety of persons or property.

CITY's Project Manager is Nelson Schlater, Utilities Department, WGW Engineering Division, 1007 Elwell Court, Palo Alto, CA 94303, Telephone: 650-566-4518, Email: Nelson.schlater@CityofPaloAlto.org. CITY's 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. All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, 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 product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product 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 Services.

SECTION 15. AUDITS. CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party 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 attorney's fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims 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. CITY will reimburse CONSULTANT for the proportionate percentage of defense costs exceeding CONSULTANT's proportionate percentage of fault as determined by the final judgment of a court of competent jurisdiction.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

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. No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

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, entitled "INSURANCE REQUIREMENTS". 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, 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. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the 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 provided in material conformity with this Agreement as such determination is 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, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. 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, unless made in accordance with Section 17 (Waivers).

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 Manager at the address of
CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

SECTION 21. CONFLICT OF INTEREST.

21.1. In executing 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 subcontractors or other persons or parties 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, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, 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.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

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, hereby incorporated by reference and as 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 Department'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 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. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. 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 and related requirements. CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California

- Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

SECTION 27. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 27, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.



This Project is not a 9204 Public Works Project.

SECTION 28. CONFIDENTIAL INFORMATION.

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY’s Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT’s obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. “Confidential Information” means all data, information (including without limitation “Personal Information” about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT’s possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

SECTION 29. MISCELLANEOUS PROVISIONS.

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. 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.

29.3. 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.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

29.5. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

29.10 Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

SECTION 30. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

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

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

CONTRACT NO. C24185875 SIGNATURE PAGE

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

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

WOODARD & CURRAN, INC.

DocuSigned by:
By: Dave Richardson
F7B75EF10CD645C...
Name: Dave Richardson
Title: Senior Vice President

DocuSigned by:
By: [Signature]
51343B64A8CA457...
Name: David Remick
Title: Executive Vice President, CFO

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”.

General Scope:

As directed by and in coordination with City, Woodard & Curran (“Consultant”) shall develop a Sewer Master Plan Study for the City of Palo Alto to help analyze sanitary sewer system capacity needs, account for new development, and provide a rigorous cost-effective approach for identifying future rehabilitation needs.

Detailed Scope:

Task 1 – Project Management

This task includes meetings and coordination with the City and the project team, as well as contract administration, budget and schedule tracking, progress reporting, and implementation of Consultant’s quality assurance/quality control (QA/QC) program.

Subtask 1.1 – Project Administration. Consultant will use the Integrated Schedule and Budget Management (ISBM) method to monitor project budget and schedule throughout the project.

This subtask also includes subcontract administration, preparation of invoices, and preparation of monthly progress reports to document the work completed during the previous month, anticipated work for the coming month, and any project issues, action items, and decisions made.

Subtask 1.2 – Progress Meetings and Phone Calls. In addition to the workshops noted under tasks below, Consultant will participate in periodic progress teleconference meetings during the project. Consultant will prepare agenda for the meetings; action items and decisions will be documented in the monthly progress reports. In addition to formal meetings, the Consultant and City project managers may hold brief telephone calls to check-in on progress, data and scheduling needs.

Subtask 1.3 – Quality Assurance/Quality Control. Consultant will hold an internal Senior Technical Approach Review (STAR) workshop at the start of the project. Deliverables review and checking are included under respective tasks.

Deliverables:

- Monthly invoices and progress reports
- Project schedule updates
- Meeting agenda and action/decision item summaries

Assumptions:

- 20-month project duration (see schedule)
- Total of 4 progress meetings over the course of the study
- Progress meetings will be held virtually

Task 2 – General Information Collection

Under this task, Consultant will review existing data and information related to the Sewer Master Plan Study and hold a kickoff meeting with City staff who will be involved in providing information, establishing and approving study methodology and criteria, and reviewing study deliverables.

Subtask 2.1 – Review Documents, Maps, and Files.

This subtask includes the collection and review of information needed for the study. Consultant will prepare a request list of additional or updated data and information that may be relevant to the study effort. The information may include additional data, facility information and other required information including but not limited to:

- The City's most current digital collection system map and database in GIS
- Current GIS base mapping, including parcels, streets, and other relevant layers
- Digital mapping related to the City's existing land uses, general plan or other specific planning areas, as available
- Record drawings of any sewer facilities for which up-to-date data is not included in the current GIS
- Foothills Lift Station data, record drawings and operating information
- Latest County tax assessor's database for the City's service area or similar City database, which includes parcel land use information, or data related to parcel use, dwelling units, lot sizes, etc.
- Information on development projects currently in the planning/permitting process ("projects in the pipeline")
- Census data and other data on population and housing projections (e.g., ABAG)
- Water consumption and sewer billing data by parcel or premise (e.g., monthly water use for winter months for past 2 to 3 years), as available
- Groundwater and industrial discharge permit and flow information
- Current and historical permanent flow meter data
- Historical rainfall records
- Operations and maintenance records and information on known sewer "hot spots"
- CCTV inspection data and defect ratings/scoring
- Rehabilitation project plans
- Historical cost data/bid tabulations from City sewer projects
- City's Water, Gas, and Wastewater Utility Standards
- Sewer model developed for the City's 2004 master plan and updated for development reviews conducted in 2008 by Consultant (RMC)
- Previous master plan report
- Current Sewer System Management Plan
- Current 5-year Capital Improvement Plan

In addition, Consultant will interview relevant City engineering and operations staff if necessary to supplement the information available in documents, maps, and files. For any data that is not available but critical for the study, Consultant will recommend an approach for obtaining the information or making use of existing data, and will discuss this approach with the City.

Subtask 2.2 – Kickoff Meeting/Workshop #1. Consultant will conduct a kickoff meeting with City staff to discuss the project scope, approach, schedule and assumptions, communications protocol and initial data needs for moving forward with the project activities. Consultant will prepare agenda and minutes for the meeting; action items and decisions will be documented in meeting minutes.

Deliverables:

- Data request list

Assumptions:

- Kickoff meeting will be held virtually

Task 3 – Flow Monitoring

This task includes both review of historical and available permanent flow meter data, as well as conducting a system-wide temporary flow monitoring program during the 2023/24 wet weather season to collect data to quantify dry and wet weather flows and calibrate the hydraulic model. Analysis of the flow monitoring data to quantify flow components and calibrate the model is included under hydraulic model development in Task 6.

Subtask 3.1 – Review Available Permanent Meter Data. Under this subtask, Consultant will compile and review the City's permanent meter data. Consultant will also identify other permanent meter data that may be useful to supplement the data collected by the City, including flow monitoring data from Stanford University or other Regional Water Quality Control Plant partner agencies.

Subtask 3.2 – Prepare Flow Monitoring Plan. Consultant will prepare a flow monitoring plan Technical Memorandum (TM) to describe the strategy for the flow monitoring program and identify recommended sites for meter and rain gauge placement. The plan will consider the location of previous meters under the 2002 monitoring program, as well as other critical sites (e.g., flow diversion locations, discharge points from Los Alto Hills (LAH) system, locations of major groundwater discharges that the City may wish to re-direct to the sanitary sewer system in the future, or areas with anticipated significant future development). In preparing the plan, Consultant will solicit City staff input into the proposed meter locations. The plan will include maps showing the meter sites (and alternate sites should any of the primary sites be found to be unsuitable based on the field reconnaissance under Subtask 3.3) and tributary areas, as well as a system schematic showing the location of the meters with respect to each other. The draft plan will be submitted to the City for review and approval.

Subtask 3.3 – Conduct Flow Monitoring Program. After the City's review and approval of the flow-monitoring plan, Consultant's flow monitoring subconsultant, ADS Environmental Services (ADS), will conduct a reconnaissance of the flow monitoring sites to confirm the locations are appropriate for monitoring from the standpoint of hydraulic conditions, safety, and access. ADS will also determine the appropriate meter type for the specific hydraulic conditions at each site (all gravity flow meters will be area-velocity type, capable of recording both flow depth and velocity). ADS will obtain necessary permits and submit traffic control plans as required by the City. ADS will then install, calibrate and maintain the flow meters for up to two months during the 2023/24 wet weather season (likely during the December/January/February timeframe, to be determined jointly by Consultant and City) and remove the flow meters at the end of the monitoring period. In addition, three recording rain gauges will also be installed to capture rainfall data during the flow monitoring period. ADS will download the data remotely to its web-based data delivery system, PRISM. Consultant will review the flow monitoring data during the flow monitoring period to check data quality and consistency. ADS will provide final electronic data files (15-minute data) at the conclusion of the monitoring and a report including general description of the program, site reports, tabular summaries of the data, and graphs of flow depth, velocity and flowrate and rainfall for each meter. Analysis of the flow monitoring data to quantify infiltration/inflow (I/I) and develop design flows is an integral part of model calibration and will be conducted as part of Task 6.

Deliverables:

- Flow Monitoring Plan TM

- Flow monitoring data (electronic files)
- Flow monitoring report

Assumptions:

- Flow monitoring program will include 20 meters and 3 rain gauges installed for a period of two months during the 2023/24 wet weather season. Additional meters may be authorized by the City based upon an agreed upon unit cost.
- City will provide access to meter sites and cleaning of debris if needed prior to meter installation.
- City will be responsible for (or waive) encroachment permit fees.
- Standard traffic control plans and basic traffic control will be provided (two persons, 15 cones, 2-3 signs and one vehicle-mounted flashing arrow board). City will provide additional traffic control if needed, or project budget will be adjusted to include preparation of site-specific traffic control plans and/or additional traffic control services.

Task 4 – Develop Land Use Planning Information and Parcel Loads

Under this task, Consultant will develop estimates of existing and future base wastewater flows for input to the hydraulic model.

Subtask 4.1 – Review Planning Documents and Meet with Planning and Utilities Customer Service Staff. Through the data collection efforts under Task 2 and interviews with Planning and Utilities Customer Service staff, Consultant will identify the most useful source of information for developing land use projections and parcel-based wastewater loads. Consultant will also discuss specific planning issues and potential growth or redevelopment areas in the City, the potential timing of future development, as well as the best approach for incorporating future construction of accessory dwelling units (ADUs) in the flow projections.

Subtask 4.2 – Develop Parcel-Level Flows and Factors. Consultant will review existing data collected under Task 2 and discussions with Utilities Customer Service staff to determine the best approach for using this data to develop existing base wastewater flows. It is anticipated that winter water use and/or City sewer billing records will be the primary source of data for developing existing parcel loads. Winter water use will be summarized by customer category/land use type to develop preliminary estimates of unit flow factors that can be applied to future parcel loads. (Flow factors will be validated through dry weather model calibration, as discussed under Task 6.) Based on information collected and discussions with City planning staff, Consultant will tabulate future land use information at the parcel level, drawing upon the various available sources of information described above. The parcel-based land uses and flows developed in this subtask will be compiled in a GIS database for use in developing model loads under Task 6.

Subtask 4.3 - Develop Point Source and Large User Flows. Commercial, industrial, and/or institutional users which may contribute significantly greater flows than average or exhibit atypical discharge patterns will be identified individually based on water use data, industrial monitoring records, or other information provided by City staff. These will also include specific permanent and temporary groundwater dischargers that may currently or in the future discharge flows to the sanitary sewer system, such as the Oregon Expressway Underpass pump station and the City Hall dewatering facility.

Deliverables:

- Meeting agenda and minutes
- Parcel loads GIS database

Assumptions:

- City will provide monthly winter water consumption data by assessor parcel number or address (or equivalent location identifier) and customer type

Task 5 – Develop Design Flow and Hydraulic Criteria

This task includes working collaboratively with City staff to confirm and refine, as necessary, the design flow and hydraulic performance criteria on which the capacity requirements of the system will be evaluated for the Master Plan.

Subtask 5.1 – Develop Design Flow and Hydraulic Criteria. Consultant will work with the City to develop the appropriate design storm and hydraulic criteria to be used for assessing the capacity of existing sewer facilities and sizing new facilities. In addition to the design storm, these criteria will include Manning’s “n” factors and maximum d/D values or acceptable level of surcharge (or minimum freeboard). A brief TM will be prepared to provide background information and recommendations for the City to review and serve as basis for discussion.

Subtask 5.2 – Workshop #2. Consultant will participate in a workshop with City staff to discuss design flow and hydraulic criteria. Consultant will prepare agenda and minutes for the meeting; decisions will be documented in meeting minutes. Discussions and decisions made at the workshop will be incorporated into the TM prepared under Subtask 5.1.

Deliverables:

- TM on Design Flow and Hydraulic Criteria
- Workshop agenda and minutes

Task 6 – Sewer System Hydraulic Model Development

Consultant will develop and calibrate a new hydraulic model of the City’s sewer system in InfoWorks ICM software. The model will include all City-owned mainline sewers in the system for which pipe invert elevation data are available in the City’s GIS. Consultant will use its own licenses to InfoWorks ICM for the modeling work.

Subtask 6.1 – Model Development and Network Validation. Consultant will start the model development process by importing the City’s sewer GIS data directly into the InfoWorks model database. The previous trunk model will be used as a reference to verify and refine model data. Following the initial import of the GIS data, a QA/QC process called “model validation” will be used to verify the data before beginning any model runs. This process includes checking network connectivity (using “tracing” routines in InfoWorks) and data completeness and reasonableness for apparent discrepancies (e.g., missing data, negative pipe slopes, outlet pipe invert elevations higher than inlet elevations, etc.). Missing or suspect data will be identified for resolution by the City (through record drawings or field verification) and provided by the City in an updated GIS database), or Consultant will make reasonable inferences as appropriate. Any remaining small diameter pipes that do not have invert elevation data will be excluded from the model. The source of any new or corrected data in the model will be documented directly in the model database using InfoWorks “flags” and notes, so that this information can be provided back to the City for updating its GIS files. Note that in a system such as Palo Alto where a considerable amount of new high-density polyethylene (HDPE) sewer has been installed via pipe bursting, it will be important for the City to provide data needed to identify pipe material in order

to accurately attribute the correct inside diameter to each pipe in the model.

Each parcel in the City will be considered a “subcatchment” in the model, with its existing and future wastewater load determined based on the work completed under Task 4. Using the City’s lateral and lateral connection GIS data, parcel loads will be assigned to the appropriate pipe in the model. Information about each parcel used to determine its load (e.g., customer type, development name, number of dwelling units, etc.) will also be documented in user fields in the model database and/or in a separate geodatabase.

Subtask 6.2 – Model Calibration. Consultant will use the City’s permanent flow monitoring data and temporary monitoring data collected as part of this study to calibrate the hydraulic model. The model will first be calibrated for dry weather flows to confirm the base wastewater flow estimates developed under Task 4, as well as to refine diurnal wastewater profiles and non-rainfall groundwater infiltration (GWI) rates. GWI is estimated based on the difference between model-simulated base wastewater flows and observed flows at the meter sites, and expressed as a unit areal flow (gpd/acre) distributed uniformly to the meter tributary area. Wet weather parameters will be determined for each flow meter tributary area based on calibration to monitored storm events.

Subtask 6.3 – Prepare Model Documentation. Consultant will prepare a TM documenting the basis for model construction, validation, and calibration. The TM will include appendices containing the dry and wet weather calibration graphs for all the meters. Model files will be delivered at the conclusion of the project.

Deliverables:

- TM on Model Development and Calibration
- Hydraulic model files

Assumptions:

- Consultant will use its own software licenses for the modeling work.
- Purchase or licensing of model software for the City is not included in the Consultant project budget.

Task 7 – Evaluate System Hydraulic Performance

The hydraulic model will be used to evaluate the hydraulic performance of the system under existing and future flow conditions. Results will be reviewed with the City to confirm that the results are consistent with staff experience and expectations, and to identify potential solutions to capacity deficiencies.

Subtask 7.1 – Conduct Model Simulations and Identify Capacity Deficiencies. Using the hydraulic model and based on the criteria established in Task 5, Consultant will evaluate the performance of the existing sewers under existing and future dry and design wet weather flows. Model runs as requested by the City to evaluate potential options to divert groundwater discharges to the sanitary sewer system will also be conducted. Capacity deficiencies will be identified based on the performance criteria established in Subtask 5.1. Thematic maps and hydraulic gradeline plots will be prepared to present the identified capacity problem areas.

Subtask 7.2 – Develop and Model Potential Solutions. Consultant will develop potential solutions to capacity deficiencies and test those solutions in the model. Potential solutions may include upsizing deficient pipes, optimizing existing or potential new flow diversions, or potential reduction of I/I in targeted areas.

Subtask 7.3 – Workshop #3. This workshop will focus on the results of the model analyses and

potential solutions to identified capacity deficiencies. As noted above, model results will be reviewed with City staff to confirm that they are consistent with staff experience and expectations, and input on potential solutions to capacity deficiencies will be solicited from staff. Consultant will prepare agenda and minutes for the workshop.

Deliverables:

- Thematic maps and hydraulic profiles of model results
- Maps and documentation of potential solutions
- Workshop agenda and minutes

Task 8 – Evaluate Sewer Rehabilitation Program

This task includes review of the City’s current approach to rehabilitation planning and discussion of alternate approaches that may refine and enhance the City’s current approach, including an approach using InfoAsset Planner software to develop risk scores/priorities and rehabilitation/replacement (R/R) decisions.

Subtask 8.1 – Assess Rehabilitation Needs. Consultant will meet with City Utilities engineering and operations staff to discuss how the City currently identifies sewer rehabilitation/replacement (R/R) needs and develops wastewater collection system rehabilitation projects. Based on this review and discussions with staff, Consultant will provide comments on whether the current approach appears to be appropriately prioritizing areas for rehabilitation. If improvements or refinements to the City’s current rehabilitation planning approach are warranted based on this review, Consultant will suggest options for improvements. These may include “tweaks” or refinements to the City’s current approach, or implementation of a more structured methodology using InfoAsset Planner, which involves review and analysis of sewer inspection data collected by the City and developing a process to identify and prioritize sewer rehabilitation needs.

Subtask 8.2 – Compile Existing CCTV Databases. Consultant will review the CCTV inspection data collected under the City’s inspection program and contained in its CCTV databases. Only data collected by the City in NASSCO PACP format will be used. The City will provide a single consolidated MS Access database containing the CCTV data in a NASSCO PACP export format. Consultant will link the CCTV data to sewer pipes in the City’s GIS based on pipe and manhole IDs and load the data into InfoAsset Planner. Any inspections that cannot be linked will be identified for resolution by the City, or if not resolved, will not be used in the analysis.

Subtask 8.3 – Develop Preliminary Risk Scores for Sewer Pipes. Consultant will use the City’s CCTV, GIS, and available maintenance history data to develop risk scores for each pipe in the collection system. The risk assessment will be based on a combination of Likelihood of failure (LOF) based on CCTV inspection data, sewer material and age, and other relevant factors (e.g., maintenance frequency, relative I/I contribution based on flow monitoring data); and Consequence of Failure (COF) based on potential impacts on the environment (proximity to water bodies) and community (traffic, land uses, etc.). Consultant will use existing available databases and GIS layers provided by the City for this analysis. Where CCTV data is not available, Consultant will use a method for surrogate scoring of sewer condition LOF based on sewer material and age or, if desired by the City, the Damage Severity Index (DSI) ratings assigned to pipes from older CCTV inspections that can be linked to pipes in the City’s current sewer GIS. Consultant will identify missing information that may be critical for the risk

assessment but will not develop any new data. Consultant will review the results of the risk analysis with City staff. Based on the results and with input from City staff, minor refinements to the risk calculations may be made if needed. The results of the risk analysis will be linked to the sewer GIS and generate maps displaying condition ratings and LOF, COF, and risk scores.

Subtask 8.4 - Develop Rehabilitation Decision Process and Specific R/R Recommendations for Sewer Pipes. Based on methodologies implemented for previous Consultant clients, Consultant will develop a decision process to identify the specific defects requiring maintenance, repair, rehabilitation or replacement. The rehabilitation decision will be based on the risk scores, as well as an analysis of the type of defects, the quantity of each type of defect, and the severity of the defects identified in each pipe segment based on the CCTV inspection data. Consultant will review the results of the rehabilitation decision analysis with City staff. Based on the results and with input from City staff, minor refinements to the rehabilitation decision calculations may be made if needed.

Using the inspection data compiled under Task 8.2, the decision process will be applied to generate initial repair, rehabilitation, and replacement recommendations based solely on analysis of defect data and pipe risk scores. (Note that pipes found to be in good condition, such as those already replaced under the City's rehabilitation program, will generate a "maintain" decision in this process.)

Subtask 8.5 – Develop Rehabilitation Plan. Consultant will apply the results of the risk analysis conducted under Subtask 8.3 to prioritize pipe segments for R/R or for CCTV inspection. Recommended R/R methods will be based on the work conducted under Subtask 8.4 or will be based on assumptions on typical R/R methods, as identified by City based on its previous experience and R/R projects. Consultant will review these results with the City and group the segments into logical projects based on a combination of risk scores, R/R method, and location.

Consultant will summarize the results of the rehabilitation needs assessment and recommended rehabilitation planning approach in a TM for City's review.

Deliverables:

- TM on Rehabilitation Plan
- Rehabilitation needs meeting agenda and minutes
- GIS maps and tables summarizing pipe LOF, COF, risk scores, and R/R priorities and recommendations

Assumptions:

- City will provide single consolidated database of CCTV inspection data in NASCCO PACP export format.
- Data needed for risk analysis (e.g., pipe age/installation date, material, maintenance frequency; land use or parcel use GIS mapping; GIS mapping of water bodies and drainage) will be provided by City.
- Pipe-specific R/R method recommendations will not be developed unless Subtask 8.4 is authorized.

Task 9 – Lift Station Condition Assessment and Recommendations

Under this task, Consultant will conduct a condition assessment of the City's lift station in Foothills Park and recommend improvements.

Based on discussions with the City, the existing lift station is a duplex dry pit – wet pit

configuration with a steel tank dry pit and an upstream manhole functioning as the wet pit. The lift station has an above grade pad mounted MCC, portable generator, and pad-mounted transformer. The pumps are 40 HP vertical non-clog closed coupled electric motor (not immersible motors) rated at 400 gpm @ 160-ft TDH each. Furthermore, the 80 kW portable generator does not have an automatic transfer switch (ATS) which requires staff to drive out to the site to turn the generator on, based on SCADA high water level alarm indicating a power outage. The City's short-term plan is to address lift station electrical deficiencies. The City's long-term plan is to replace this pump station with a submersible pump station employing pre-cast concrete structures.

Subtask 9.1 – Assess Condition of Lift Station. Consultant will review existing plans and operational data prior to visiting the pump station site. This may include review of design drawings, shop drawings, record drawings or work orders for work performed at the station in order to determine the specific equipment currently in use at the station. Operationally, records to be reviewed may include station flow data, pump operating data, efficiency testing or other records made available by the City to verify operating conditions at the station. Consultant will populate equipment data sheets for verification during the site visit.

During the site visit, Consultant will visually assess the condition of accessible equipment, electrical panels and structures, as well as observing the operation of equipment to the extent possible. Note that the dry pit pump location is a confined space. Therefore, City will provide Consultant photos of the dry pit structure and pumping equipment. Conditions that may be noted will be based on discussions with the operators which may include apparent corrosion, unusual vibration or noise, missing or potentially inadequate anchors/supports, insufficient protective coating, visible leaks or other signs of existing wear at the station. Additionally, Consultant will interview operators during the site visit to obtain first-hand knowledge of ongoing operational issues or concerns at the station, and to verify the accuracy of record data reviewed by Consultant.

Subtask 9.2 – Prepare Cost Estimates. Given the City's short-term and long-term plans for the lift station, Consultant shall focus on developing short-term improvements with an emphasis on the electrical system which may include: new immersible motors, automatic transfer switch, and upsized portable generator to allow both pumps to operate during high I&I wet weather conditions. The Consultant shall focus on a long-term improvements plan that will replace the existing pump station with a new submersible pump station with buried valve vault. Opinions of probable cost will be developed for short-term projects and the long-term replacement project to preserve the station's ability to serve its function in the short term, and renew the lift station in the long term.

Deliverables:

- TM on Lift Station Assessment
- Cost estimate for lift station rehabilitation

Assumptions:

- Consultant will not perform confined space entry. For assets that are located in confined spaces, Consultant will rely on records review, operator input and assessments that can be made without entering the space.
- Consultant will not operate any equipment or open any panels. If available to do so, operators may open panels or bring equipment into operation for Consultant to observe.

- Given the proposed level of effort for this task, the new lift station pumps, discharge piping, and other components shall be shown schematically at the conceptual level; no site plan shall be included for this level of costing.
- Opinions of probable costs will be developed to AACE Class 4 standards, suitable for planning purposes.

Task 10 – Develop Sewer System Capital Improvement Program

Subtask 10.1 – Prepare Cost Estimates. Consultant will develop estimated construction and capital costs for the required capacity improvements and rehabilitation projects identified in Tasks 7 and 8 based on unit cost information (\$/foot) provided by the City based on historical costs.

Subtask 10.2 – Develop Project Prioritization Criteria and Rankings. Consultant will work with the City to develop an approach for prioritizing capacity improvements based on a combination flow confirmation (i.e., proximity and observed flow conditions during monitoring period at closest flow meter) and deficiency levels (extent of surcharge or capacity shortfall and timeframe when the deficiency would occur), and also considering the timing of need for the project due to development and other priorities such as groundwater discharge diversions. Sewer rehabilitation projects will be prioritized based on risk level as determined through the risk analysis under Task 8.

Subtask 10.3 Develop Capital Improvement Program (CIP). Phased 5- and 20-year CIPs will be developed based on the priority rankings developed in Subtask 10.2 and consistent with the City's financial targets. Projects will be phased annually for the initial five years and in 5-year increments thereafter.

Subtask 10.4 – Workshop #4. Consultant will participate in a workshop to discuss the CIP, and will prepare agenda and minutes for the workshop. The workshop will focus on project prioritization and identifying project to be included in the 5-year capital budget.

Deliverables:

- Project cost estimates
- 5- and 20-year CIP schedules

Assumptions:

- Project cost estimates will be based on simple units costs (\$/ft) based on diameter, depth, and construction method (e.g., open cut or pipe bursting) as provided by the City, and will not include project-specific factors (e.g., counts of number of manholes, lateral connections, or insertion pits; site-specific pavement, dewatering, sheeting/shoring, or traffic control requirements, etc.)

Task 11 – Prepare Master Plan Report

This task includes preparation of a summary report to present the methodology, results, and recommendations of the Sewer Master Plan Study.

Subtask 11.1 – Prepare Draft Report. Consultant will incorporate the methodology, findings, and recommendations of the study into a comprehensive Master Plan report. The report appendices will contain the TMs prepared for the study including other supporting data such as flow monitoring data plots, model calibration graphs, model data and results tables, and pipe condition assessment and R/R recommendations tables. The report will include an Executive Summary section that can be extracted as a stand-alone document and provided to City officials or other interested parties.

Subtask 11.2 – Prepare Final Report. Consultant will prepare a final Sewer Master Plan report, incorporating the City’s comments on the Draft Master Plan.

Deliverables:

- Draft Sewer Master Plan Report (electronic format)
- Final Sewer Master Plan Report (5 hard copies plus electronic files)
- Final hydraulic model files

Subtask 11.3 – Workshop #5. Consultant will participate in a workshop with City staff after Consultant prepares the draft report. The City will provide preliminary written comments in advance of the workshop. At the workshop, the City’s comments on the draft report will be discussed and decisions made, as necessary, on how to address them. Consultant will also prepare agenda and minutes for the meeting; decisions will be documented in meeting minutes. Discussions and decisions made at the workshop will be incorporated into the Final Report under Subtask 11.2.

Deliverables:

- Meeting agenda and minutes

Task 12 - As-Needed Support and Maintenance

Consultant modeling staff will be available to continue supporting City staff as they transition to using the model in-house or to support on-call modeling requests.

Subtask 12.1 – Provide As-Needed Support to New Model Simulations. Consultant will run the model as requested by the City to:

- Assess the impact on sewer capacity of proposed development projects or other “exceptional discharges” to the sewer system and determine if the additional flows would result in any new capacity deficiencies and/or where additional capacity would be required.
- Evaluate “what-if” scenarios related to proposed new or improved sewer pipelines.

For each such analysis, Consultant will track costs under a separate subtask if required by the City. For each analysis, Consultant will prepare a brief technical memorandum (TM) or email response as appropriate summarizing the model assumptions and results, along with appropriate figures (e.g., model-generated hydraulic profiles or thematic maps showing potential surcharge).

Subtask 12.2 – Provide As-Needed Maintenance of the Hydraulic Model. Consultant will update the model as needed based on permanent changes in the sewer system or changes in existing or projected future loads.

Deliverables:

- TMs or email summaries on Model Simulations
- Assumptions: The City will provide required data to conduct analyses. For proposed developments, this will include development location, proposed connection point to sewer system, and development details (e.g., number and type of dwelling units, square footage and type of commercial building floor space, etc.) For proposed discharges, this will include discharge location and anticipated flow rate and flow pattern. For proposed system changes, this will include information such as alignment and size of proposed sewer pipelines or plans.

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 (“NTP”) from the CITY.

| Milestones | Completion Number of Days/Weeks (as specified below) from NTP |
|---|--|
| 1. Project Management | 69 weeks (12/01/23 – 03/31/25) |
| 2. General Information Collection | 9 weeks (12/01/23 – 01/31/24) |
| 3. Flow Monitoring | 22 weeks (12/01/23 – 04/30/24) |
| 4. Develop Land Use Planning Information and Parcel Loads | 22 weeks (01/01/24 – 05/31/24) |
| 5. Develop Design Flow and Hydraulic Criteria | 13 weeks (05/01/24 – 07/31/24) |
| 6. Sewer System Hydraulic Model Development | 31 weeks (01/01/24 – 07/31/24) |
| 7. Evaluate System Hydraulic Performance | 18 weeks (07/01/24 – 10/31/24) |
| 8. Evaluate Sewer Rehabilitation Program | 48 weeks (01/01/24 – 11/30/24) |
| 9. Lift Station Condition Assessment and Recommendations | 17 weeks (12/15/23 – 04/30/24) |
| 10. Develop Sewer System Capital Improvement Program | 13 weeks (11/01/24 – 01/30/25) |
| 11. Prepare Master Plan Report | 12 weeks (01/01/25 – 03/31/25) |
| 12. As-Needed Support and Maintenance (as applicable) | TBD |

☐ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.
(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

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 for professional services 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.

CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE

| TASK | NOT TO EXCEED AMOUNT |
|---|-----------------------------|
| Task 1 (Project Management) | \$22,038.00 |
| Task 2 (General Information Collection) | \$11,253.00 |
| Task 3 (Flow Monitoring) | \$150,835.00 |
| Task 4 (Develop Land Use Planning Information and Parcel Loads) | \$31,159.00 |
| Task 5 (Develop Design Flow and Hydraulic Criteria) | \$8,711.00 |
| Task 6 (Sewer System Hydraulic Model Development) | \$67,638.00 |
| Task 7 (Evaluate System Hydraulic Performance) | \$23,055.00 |
| Task 8 (Evaluate Sewer Rehabilitation Program) | \$66,296.00 |
| Task 9 (Lift Station Condition Assessment and Recommendations) | \$23,042.00 |
| Task 10 (Develop Sewer System Capital Improvement Program) | \$28,273.00 |
| Task 11 (Prepare Master Plan Report) | \$42,554.00 |
| Task 12 (As-Needed Support and Maintenance (as applicable)) | \$24,012.00 |
| Sub-total for Services | \$498,866.00 |
| Reimbursable Expenses (if any) | \$0 |
| Total for Services and Reimbursable Expenses | \$498,866.00 |
| Additional Services (if any, per Section 4) | \$0 |
| Maximum Total Compensation | \$498,866.00 |

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost in accordance with the City's current travel policy. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are:

A. Travel from outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the following policies:

i. **Lodging Expense** Travelers shall select single occupancy, standard, non-deluxe accommodations and should stay at hotels offering economical lodging rates. The City shall not reimburse any cost related to the extension of a hotel stay beyond the time necessary to complete the work-related event. Within California or adjoining states an extra night's hotel stay should not be necessary if flight arrangements can be made the same day. The use of hotels is restricted to cities located beyond 60 miles (one way) from the City of Palo Alto or the traveler's residence (whichever is shortest).

ii. **Transportation**

a) **Air Transportation** Travelers shall fly economy coach class on the lowest cost flight available for the most direct route to the final destination, which could reasonably include scheduled layovers. Travelers are encouraged to make air reservations as early as feasible to obtain the greatest discount and to consider the use of alternate but nearby airports to take advantage of the lowest fares. Extension of the trip to cover a weekend stay to obtain a lower airfare does not entitle the traveler to be reimbursed for the extra day's hotel costs or meal expenses. Travelers may use City travel to qualify for frequent flyer credits, but the selection of an airline for a given trip shall not be made for the purpose of accumulating such credits. Travelers that choose to use their personal frequent flyer miles for City business shall not be reimbursed for the value of the tickets. If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

b) **Rental Cars** Rental cars shall only be approved, if other ground transportation, such as shuttles or taxis, is more expensive during the stay at the destination. Only economy or compact car models may be rented, unless the upgrade is provided by the rental agency at no cost. Travelers must also decline any Fuel Purchase Options (which allow for prepayment of a gas tank refill) and shall refuel prior to returning the rental car, if additional charges apply for refueling. Use of a rental car will be reimbursed either at the current IRS mileage rate or the car rental cost apportioned for the number of days used for City business, whichever is less.

c) **Private Automobiles** Travelers may use private automobiles for personal or group transportation on extended trips. Reimbursement shall be made at the current IRS

mileage rate. Mileage reimbursement shall not exceed the cost of refundable round trip air transportation (economy class) for a reservation made at least seven days in advance of the trip.

ii. **Incidental Expenses** Incidental expenses related to City business shall be reimbursed at cost as supported by submitted receipts. Incidental expenses may include parking charges, hotel Internet connection services, and other necessary business-related charges. Travelers should use the lowest cost alternative for parking within a reasonable area from the destination. Where a hotel stay is authorized, Internet connection services purchased to conduct City business are reimbursable. Travelers will be reimbursed for hotel telephone calls to City of Palo Alto offices. The hotel bill should indicate any calls that are of a business nature. Other charges on a hotel bill, such as pay-TV movies, cleaning, laundry, room service charges (additional over cost of meal) or charges for additional guests are not reimbursable.

iv. **Meals** Travelers may be reimbursed for meal expenses. Itemized receipts for meals must be maintained. The maximum reimbursement amount for meals shall be: \$17.00 for breakfast, \$18.00 for lunch, and \$34.00 for dinner. Under no circumstances will expenses for alcoholic beverages be reimbursed by the City. Meal reimbursements for meetings or trainings not requiring overnight accommodations, and conducted between the hours of 8 a.m. and 5 p.m., will be limited to lunch. When meals are provided as part of the cost of an event, travelers will not be reimbursed for the actual expenses of these meals. Local travel meal expenses that do not meet the IRS definition of “business related” will not be reimbursed.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

EXHIBIT C-1
SCHEDULE OF RATES

CONSULTANT's schedule of rates is as follows:

| Staff Type | Hourly Rate |
|---|-------------|
| Project Assistant | \$ 128.00 |
| Billing Manager / Designer 1 / Graphic Artist / Graphics Manager / Marketing Assistant / Marketing Manager / Senior Accountant / Senior Project Assistant | \$ 150.00 |
| Software Engineer 1 | \$ 176.00 |
| Designer 2 | \$ 182.00 |
| Designer 3 / Senior Software Developer | \$ 187.00 |
| Engineer 1 / Geologist 1 / Planner 1 / Scientist 1 / Senior Designer / Technical Specialist 1 | \$ 192.00 |
| Software Engineer 2 | \$ 198.00 |
| Software Engineer 3 | \$ 213.00 |
| Engineer 2 / Geologist 2 / Planner 2 / Scientist 2 / Technical Specialist 2 | \$ 219.00 |
| Engineer 3 / Geologist 3 / Planner 3 / Scientist 3 / Technical Specialist 3 | \$ 251.00 |
| Project Engineer 1 / Project Geologist 1 / Project Planner 1 / Project Scientist 1 / Project Specialist 1 / Project Technical Specialist 1 | \$ 261.00 |
| Project Engineer 2 / Project Geologist 2 / Project Planner 2 / Project Scientist 2 / Project Specialist 2 / Project Technical Specialist 2 | \$ 277.00 |
| Project Manager 1 / Technical Manager 1 | \$ 299.00 |
| Project Manager 2 / Technical Manager 2 | \$ 315.00 |
| Senior Project Manager / Senior Technical Manager | \$ 336.00 |
| National Practice Leader / Senior Technical Practice Leader | \$ 352.00 |

Other Direct Costs At Cost Plus 5%

| | |
|-------------------------------|-----------------|
| Subconsultants/Subcontractors | At Cost Plus 5% |
|-------------------------------|-----------------|

EXHIBIT D INSURANCE REQUIREMENTS

CONSULTANTS 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 HEREIN.

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|------------|---|--|-----------------|-------------|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES YES | WORKER'S COMPENSATION EMPLOYER'S LIABILITY | STATUTORY STATUTORY | 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: CONSULTANT, 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 CONSULTANT 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 CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE TO THE FOLLOWING: PURCHASINGSUPPORT@CITYOFPALOALTO.ORG

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 INSURED.

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO AT THE FOLLOWING EMAIL ADDRESS:
PURCHASINGSUPPORT@CITYOFPALOALTO.ORG