



## **REQUEST FOR PROPOSALS (RFP)**

### **CIP PROJECT SD-09**

**FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE  
EAST PALO ALTO TRASH CAPTURE DEVICE**

**DATE OF PUBLICATION:**  
June 27, 2024

**PROPOSALS DUE:**  
July 25, 2024 at 2:00pm

City of East Palo Alto  
Public Works Department  
Engineering Division  
1960 Tate Street  
East Palo Alto, CA 94303

Attn: East Palo Alto Trash Capture Device Contact:

Anwar Mirza  
City Engineer  
[amirza@cityofepa.org](mailto:amirza@cityofepa.org)  
(650) 853-3113

## Table of Contents

<b>I. GENERAL INFORMATION AND INTRODUCTION .....</b>	<b>3</b>
BACKGROUND.....	3
PROJECT GOAL .....	3
Invitation .....	4
<b>II. SCOPE OF WORK .....</b>	<b>4</b>
<b>III. PROPOSAL FORMAT AND REQUIREMENTS .....</b>	<b>12</b>
PROPOSAL REQUIREMENTS .....	12
FORMAT .....	13
<b>IV. SELECTION .....</b>	<b>14</b>
Selection Process.....	14
Evaluation Criteria .....	15
<b>V. SCHEDULE .....</b>	<b>15</b>
<b>VI. QUESTIONS.....</b>	<b>15</b>
<b>VII. DISCLAIMERS .....</b>	<b>16</b>

## ATTACHMENTS

Attachment A – Location Map

Attachment B – Cooperative Agreement

Attachment C - Standard Form of Professional Services Agreement

Attachment D – City Standard Contractor and Professional Services Agreement

## **I. GENERAL INFORMATION AND INTRODUCTION**

The City of East Palo Alto (EPA) requests proposals for the design of the East Palo Alto Trash Capture Device Project.

### **Background:**

Since the adoption of the first iteration of the MRP in 2009, the City of EPA has spent significant resources identifying trash generating areas and sources within its jurisdiction and, subject to MRP requirements, planning and implementing new and enhanced trash control measures to prevent and intercept trash in stormwater. It has also, as required, continuously assessed and reported associated trash load reductions to the Regional Water Board. Trash control measures implemented by the City of EPA include the implementation of “true” source controls intended to prevent the generation of trash, institutional source controls that intercept trash prior to entering the Municipal Separate Storm Sewer System (MS4), and the installation of State Water Resources Control Board (State Water Board) certified Full Trash Capture (FTC) systems that intercept trash that enters the MS4.

The City of East Palo Alto is taking proactive steps to address trash capturing by installing a Large Full Trash Capture System at the intersection of Newbridge Street and Saratoga Avenue. This project, as mentioned above, will cover a large area of approximately 772 acres, including 13.4 acres within the Caltrans Right-of-Way- See Attachment A. The system intends to significantly reduce municipal trash by an estimated 16%, demonstrating the City's commitment to a cleaner and healthier community. Note that this work extends beyond city boundaries, encompassing various watersheds and involving neighboring Menlo Park and Caltrans Right of Way. By working together, we can effectively tackle trash and pollution on a larger scale, ensuring that runoff and trash are properly managed and controlled. By targeting impervious surfaces and runoff from a wide area, the project will make a substantial difference in the amount of trash entering our waterways and natural habitats.

Current requirements of the San Francisco Regional Water Quality Control Board's Municipal Permit 3.0 (MRP 3.0) require that jurisdictions provide 100% trash capture for watersheds that drain into San Francisco Bay by June 2025. This project is intended to aid the City of East Palo Alto, Caltrans, and the City of Menlo Park to meet the requirements of MRP 3.0.

### **Project Goal:**

The Project goal is to guarantee that the City of East Palo Alto, Caltrans, and Menlo Park are well-positioned to comply with the requirements of Municipal Permit 3.0 (MRP 3.0). Our goal is to capture and keep trash out of the waterways. We want to make sure that 100% of trash is captured and doesn't cause any harm to the environment and meet the deadline of June 2025.

To meet this goal, we are seeking a consultant to expedite the preparation of construction contract documents by February 2025, enabling construction to commence before Summer of 2025. This project is a necessary part of a broader set of actions undertaken by the partner agencies to collectively fill the requirements of MRP 3.0, with the City of East Palo Alto taking the lead.

## **Invitation:**

The City of East Palo Alto (City) is requesting proposals from experienced consultants to provide comprehensive consulting services for the installation of an underground full trash capture device on Newbridge Street, west of the intersection with Saratoga Avenue. The chosen device, either a baffle box or HDS unit, will be installed onto an existing 60-inch RCP pipe located approximately 10 to 15 feet below ground.

Due to the large upstream drainage area, an offline configuration will be necessary for the successful installation of either device. There appears to be sufficient public right-of-way to accommodate the installation without causing any disruption to other utility services in the area. The scope of work for this project includes environmental review, conceptual and detailed design, permitting, and ongoing design support during the construction phase. The City is seeking a qualified consultant to provide expert guidance and ensure the successful implementation of this important infrastructure project.

Requested consulting services include an evaluation of options for trash capture devices, environmental review and permitting services, surveying as necessary for design, hydraulic analysis of the impacts of installing the device, and structural analysis as required.

The Project is funded by Caltrans through a Cooperative Agreement with the City of East Palo Alto. The Cooperative Agreement provides an amount not to exceed \$2,225,000 for design and construction. The City of East Palo Alto is the Sponsoring and Implementing Agency. The successful consultant will be required to perform all work in accordance with the requirements of the Cooperative Agreement (Attachment B) including compliance with all local, state, and federal requirements.

The Project entails developing and analyzing alternatives and implementing the preferred alternative for trash capture solution to comply with the San Francisco Regional Water Quality Board's Municipal Regional Permit 3.0. The consultant will evaluate available trash capture device solutions, perform hydraulic analysis, evaluate constructability and maintenance requirements of the analyzed options, provide conceptual level construction cost estimates of the recommended solution, complete environmental analysis and permitting, and provide 30%, 60%, 95%, bid package design services and cost estimates. Hydraulic design criteria for this project is:

**Trash Capture Design Criteria:** The screens must be sized to handle the 1-year, 1-hour storm as required under the Municipal Permit for Stormwater (MRP 3.0). In addition, the StormTrap baskets must be sized for a maximum velocity of 10 fps through the screens.

All firms must comply with the requirements of this Request for Proposals (RFP) and all instructions enclosed herein.

## **II. SCOPE OF WORK**

### **The Scope of Work includes the following work to be performed by the Consultant:**

The following project scope of work is included as a guide for the proposer. It is designed to identify the minimum service level expected from the successful firm and as such should be modified and augmented based upon the experience of the firm, as necessary to complete the project:

Provide all services necessary for alternatives analysis and conceptual design environmental review, clearance and permitting, hydraulic analysis, detailed design, and engineering support during construction for the installation of trash capture device.

The proposed trash capture system shall be installed underground at the location of Newbridge Street, west of the intersection with Saratoga Avenue.

Work to be completed by the successful consultant includes, but is not limited to:

- Evaluating Water Board approved Trash Capture device that will successfully capture trash from runoff. The trash capture device will be designed to meet the hydraulic design criteria as required under the Municipal Permit for Stormwater (MRP 3.0).
- Developing a minimum of two conceptual design options for installation of the trash capture device and provide supporting analysis for preferred option that maintains current capacity. The consultant will be required to provide conceptual level cost estimates for each option and provide expected annual maintenance costs for each option.
- Develop Basis of Design report that summarized alternatives evaluated and recommendations for a preferred alternative.
- Perform land survey services necessary for design.
- Identify and document utilities within the project area and any necessary modifications and/or relocations to accommodate the preferred alternative.
- Complete the environmental review and approval process.
- Obtain required permits from regulatory agencies to allow for construction of the improvements.
- Prepare cost estimate for construction of the evaluated options. The cost estimates will include but not be limited to cost of acquiring and installing the preferred trash capture device. Cost estimated will be required for: conceptual design, 60% design, 90% design, and final design.
- Provide an estimate of annual maintenance costs for the preferred option.

**The Scope of Work includes the following tasks to be performed by the Consultant:**

For this project to be considered a success, the consultant will need to prepare a comprehensive set of technical and environmental documents, explore and evaluate project alternatives, provide conceptual and detailed design solutions, estimate construction costs, and identify any right-of-way requirements. The scope of work outlined below details the specific responsibilities and tasks expected of the project consultant.

**Task 1 - Project Management and Administration**

The City of East Palo Alto acts as the project sponsor and implementing agency, while Caltrans serves as the funding agency. The consultant will play a pivotal role in managing project initiation, coordinating meetings, and providing regular progress updates. Additionally, the consultant will take the lead on technical efforts, leveraging the support and expertise of the City as needed.

**Work Plan and Schedule:** Develop and maintain a work plan and schedule for each task, identifying responsibilities of all team members and other parties. The schedule will identify task dependencies.

**Set-up and Maintain Project Files:** Set-up and maintain project files. The project files will include agreements, correspondence, and copies of draft and final technical work products. At project closeout, a copy of all project files will be supplied to the City.

**Invoicing:** The City is the implementing agency and will be responsible for processing payments to the Consultant, as well as for submitting the monthly invoices along with back-up details to Caltrans. As the implementing agency, the City will be responsible for reviewing the Consultants monthly invoices and progress reports, including work accomplished during the reporting period detailing personnel and costs, work anticipated, issues, and schedule. The City will review Consultant-produced reports and serve as a day-to-day contact with the Consultant team.

**Meetings:** The Consultant will be responsible for the overall project management, progress monitoring, maintenance of project files, and leading the Project tasks. The City and Consultant will hold a kick-off meeting to discuss the project scope. Project Development Team meetings including the City, are expected to be held on a monthly basis, with additional meetings with the City staff bi-weekly and as needed. Consultant will be responsible for scheduling/coordination of meetings and meetings minutes.

**Quality Management Plan:** The Consultant will develop a Quality Management Plan (QMP), in collaboration with City, ensuring quality control/quality assurance elements and ensuring that deliverables are reviewed. The plan will describe the quality procedures that will be implemented during all phases of the work. The QMP describes the implementing agency's quality policy and how it will be used. The QMP will include the process for resolving disputes between the Parties at the team level.

**Preliminary Schedule:** The Consultant will prepare a program level schedule with key milestones for the environmental process, conceptual and detailed design, construction, and commissioning and testing. The schedule should contain timeframes for procurement of services, start and end times.

#### **Task 1 Deliverables:**

- Kick-off meeting
- Project coordination meetings with the City
- Preparation of meeting agendas, meeting minutes and action items
- Work plan and schedule
- Quality Management Plan
- Monthly project status reports

#### **Task 2 - Stakeholder Engagement and Coordination**

This task ensures ongoing communication and coordination with other agency partners to ensure a robust alternatives analysis.

**2.1 Kick-off Meeting:** The purpose of this meeting is to develop a shared view of the Project and the scope of the Project. As part of the meeting preparation process, the Consultant will advise the City on the specifics of the project and on the identification of the framework for establishing alternatives that will be studied to meet the project purpose and need. The City and Consultant will engage in the meeting to:

- Prepare and finalize the project work scope;
- Establish procedures, roles, and responsibilities;

- Develop the project charter and communicate a shared view of the project;
- Set the framework and decision making structure for getting consensus on purpose and need, design concept and scope, and analysis criteria;
- Identify known deficiencies;
- Identify members of the Project Development Team
- Project Development Team Meetings scheduling and coordination, and
- Preparation of meeting agendas, meeting minutes and action items

**Project Development Team (PDT):** The City with the Consultant's assistance will be responsible for the formation of a PDT to guide and assist in the development of the Project. Anticipated members of the PDT include an assigned City's project manager and other representatives as applicable. Additional representatives to be **potentially** identified from US Fish and Wildlife, California State Water Resources Control Board and others who will attend the PDT meetings as needed. The PDT is expected to meet monthly for the project period, and on an as-needed basis. The Consultant will prepare and facilitate PDT meetings. The Consultant will prepare agendas, other meeting materials, meeting minutes, and action items.

**Project Coordination Meetings:** Coordination meetings with the City and other project team members are expected to take place at least bi-weekly for regular work updates by the Consultant and discussion of any issues that may arise.

**Individual Agency Coordination:** Early coordination with utility providers is critical to seek opportunities for project co-benefits like repairs and opportunities for green infrastructure. The City and Consultant will identify and engage key stakeholders one-on-one as needed.

**Coordination Meetings and Hearings:** The Consultant team in collaboration with City will present the project at key points to the East Palo Alto City Council.

### **Task 2 Deliverables:**

- Kick-off meeting
- Project Development Team (PDT) monthly meetings
- Regular work coordination bi-weekly meetings
- Individual meetings with key stakeholders (Allow four additional meetings with stakeholders)
- Decisionmaker meetings/hearings (Allow three meetings with the City Council)
- Documentation of correspondence and meetings notes

### **Task 3 - Project Initiation**

The main objective of this task is to identify and propose a range of feasible and fundable design alternatives. Note that the tasks outlined may not necessarily follow a linear sequence and could involve iterative processes and concurrent workflows.

**Review of Background Information, Plans and Studies:** The consultant will start by reviewing background materials, conducting research, and identifying any gaps or missing information. The City will support this process by providing relevant documents and data, including right-of-way records, hydraulic models, and available as-built plans for the project area in East Palo Alto.

**Data Collection:** The consultant will conduct a comprehensive review of all past and planned work within the project area that might influence the design of the improvements. This includes examining available plans, hydraulic data, and any relevant project information. To ensure a **thorough understanding of the project scoping and requirements, the consultant will identify and**



gather additional data.

The additional data collection will encompass a range of areas, including utility rights and agreements, right-of-way maps, as-built maps, property ownership details, assessor parcel numbers, parcel sizes, stormwater requirements, and more. The consultant will utilize digital tools such as aerial imagery, LiDAR data, collision data, and GIS software to gather and analyze the data effectively.

Field Visits: The consultant team will conduct field visits to gather essential data and documents for the current site conditions. This includes evaluating the existing access to the project site and identifying locations for the proposed trash capture device and maintenance access.

The Consultant in partnership with the City, will organize a site visit with key stakeholders as part of the alternatives development. The intent of this visit will be to share preliminary findings from research and data analysis, discuss potential constraints influencing alternatives, and gather feedback. Attendees could include representatives of the City of East Palo Alto, City of Menlo Park, and other Project stakeholders as needed.

In addition to the initial field review, periodic site reviews will be conducted as necessary during the project to assist in the development and review of alternatives.

Utility Investigations: As part of this task, the Consultant will contact utility owners/operators to obtain the most recent as-built information for the Project area.

Alternatives Development: The Consultant will conduct an initial engineering analysis to establish a reasonable study area for alternatives development using existing and newly collected data. With the area established, the Consultant will, in consultation with the PDT, develop and analyze concept-level project alternatives for the Project. Informed by the preliminary research and review, the Consultant will recommend a package of alternatives for study. The Consultant will identify major existing and planned underground utilities within the study area to evaluate conflict potential. The Consultant will then evaluate alternatives and compare conflict with utilities and adjacent projects.

The alternatives developed by the Consultant in consultation with the PDT are expected to meet environmental compliance, materials, permits, right-of-way, utilities, and compliance with design standards. This alternative development process will focus on identifying project factors that must be addressed in more detail during the subsequent detailed design phase including additional technical studies, public outreach, and identification of the preferred alternative. The Consultant will use visual modeling and simulation tools to show how the corridor may look and feel different with the various preferred alternatives.

### **Task 3 Deliverables**

- Figures/maps/images documenting research
- Summary of research
- Native data files
- Design Alternative Plans
- Utility Mapping
- Recommended Alternatives for Environmental Review
- Visual exhibits to present alternatives in meetings and hearings as needed



#### **Task 4 - Conceptual Design Engineering Analysis and Environmental Clearance**

The consultant will perform an initial engineering analysis to determine a proper study area for developing alternatives. Once the area is established, the consultant will collaborate with the PDT to create cost-effective alternatives that avoid or minimize environmental and right-of-way impacts, if any. As previously mentioned, these alternatives will consider environmental compliance, structures, materials, permits, right-of-way, utilities, and design standards. If necessary, the environmental assessment will be conducted in accordance with CEQA and NEPA requirements.

##### **Environmental Assessment**

The Consultant will prepare an environmental assessment that will document anticipated environmental constraints that may affect project design, alternatives, cost, schedule, and delivery. The assessment will also estimate the scope, estimated level of effort for visual, cultural resources, air quality, noise, water quality/floodplains, hazardous materials assessments, schedule, and costs associated with completing environmental compliance. The PEAR framework identifies the likely type of environmental document needed.

**Initial Site Assessment (ISA):** An ISA will be prepared to evaluate existing information regarding hazardous materials and wastes in the study area.

**Geotechnical Study Report:** Identify potential geophysical project constraints including geotechnical conditions and seismic risk mapping.

**Hydrology Study:** Identify potential hydraulic project constraints including groundwater mapping, storm water runoff, drainage and sea level rise risk.

**Environmental Issues:** Identify other potential social concerns including environmental justice, construction noise and vibration, air quality, biological effects, shading, possible contaminated soil or hazardous materials, archeological sites and cultural references.

**Potential Regulatory Permits:** The PEAR document will identify probable permits.

**Environmental Mitigation:** Consider potential mitigation measures. Identify key stakeholders that should be consulted during the environmental analysis. Anticipate environmental processing type for both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) clearance.

#### **Task 4 Deliverables**

- Initial Site Investigation Assessment
- Geotechnical Study Report
- Biological Assessment
- Hydrology Study
- Environmental Issues Log
- Define CEQA and NEPA requirements for the Project
- Define required regulatory permits
- Acquire regulatory permits on behalf of the City of East Palo Alto

### **Task 5 – ROW and Utility Impacts**

The Consultant will identify any anticipated right-of-way, utility impacts associated with the alternatives, and prepare a conceptual cost estimate for this activity. Conceptual ROW and utility mapping will be prepared to illustrate the anticipated impacts. The purpose of this evaluation is to develop an order of the cost estimate for potential right-of-way needs, utility impacts and to identify any studies needed during the design phase.

The Consultant will understand and document all land ownership within the Project vicinity including existing land holders, leases, easements and ROWs. Determine process for transfer or purchase of required ROW if needed.

Site Access Plan: Develop a plan to access required work areas and determine constraints to possible work.

Utility Relocation Plan: The Consultant will prepare high-level utility relocation plan for likely alternatives.

### **Task 4 Deliverables**

- Site Access Plan
- Utility Relocation Plan
- Preliminary Right of Way Acquisition Plan

### **Task 6 – Design Development**

1. 30% Submittal: 3 sets of 11" x 17" hardcopies and electronic PDF's
  - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
  - b. AutoCAD base map of topo survey and utility locations for each approved site
  - c. Geotechnical Investigation Report for each approved location, including contamination test results
  - d. Cut sheets for equipment/appurtenances
  - e. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
  - f. Project schedule update
  - g. 30% construction cost estimate
  - h. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
  - i. Table of Contents list for technical specifications.
2. 60% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit 3 sets of 11" x 17" hardcopies and PDF's
  - a. 60% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
  - b. 60% specifications:

Technical Specifications (include the following special provisions in the first section)

    - Bid item descriptions and measurement and payment provisions
    - A list of minimum required submittals during construction
    - List of information available to Bidders, with disclaimer

- A table listing all inspections (including any special inspections and materials testing) and associated responsibility
    - A table list of materials requiring warranties, and associated warranty periods
  - c. Project schedule update
  - d. 60% construction cost estimate in the form of the bid schedule
  - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
  - f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
  - g. Other supporting documentation as necessary, including but not limited to: documentation of starting any permits necessary for the contractor, SWMP, list of information available to Bidders, etc.
3. 95% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. 3 sets of 11" x 17" hardcopies and PDF's
- a. 100% plans
    - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:
 

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
  - b. 95% specifications
    - Reviewed bid instructions
    - Required submittals
    - Finalized technical specifications
  - c. Project schedule update.
  - d. 95% construction cost estimate.
  - e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
  - f. Other supporting documentation as necessary.

#### 5. Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 95% submittal.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full sized plans (24" x 36") stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One hard copy of the specifications, printed single-sided only.
  - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

#### 6. Bidding Services

Consultant will attend a pre-bid meeting, respond to all bidders' requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant

responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City staff.

#### **7. Construction Support Services**

The City's construction management team will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor.

The following is a minimum list of services and submittals required.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend 2 periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

### **III. PROPOSAL FORMAT AND REQUIREMENTS**

#### **Proposal Requirements:**

Proposals shall be submitted to the City by:

The City will accept Proposals submitted either:

1. As a physical or hard copy, or
  - a. Three (3) copies of Proposal shall be submitted to:

City of East Palo Alto  
Public Works Department  
1960 Tate Street  
East Palo Alto, CA 94303  
Attention: Anwar Mirza, City Engineer

2. Via electronic mail (email) or on electronic media.
  - a. Proposal and Fee Proposal/Rate shall be submitted via email to:  
[amirza@cityofepa.org](mailto:amirza@cityofepa.org)

To be considered, proposals must be received at the address in the above paragraph by 2:00 PM on July 25, 2024. Late proposals will not be considered.

**Format:**

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items and organized as follows.

1. Letter of Transmittal. Describe your firm or team's interest and commitment in providing consulting services for the City of East Palo Alto. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.

2. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.

3. Work Plan and Approach. Discuss your firm's understanding of the Scope of Services (Section II) to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience for the project's scope of work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Key Personnel Background. Name, position, summary of qualifications, resumes, related experience and proposed responsibilities of project manager and key personnel.

5. Team Experience. Listing of similar projects performed within the last 5-years. Include the following information:

- Clients name, point of Contact, addresses, and telephone numbers
- Description of study and year of completion
- Key personnel involved

6. References. Provide at least three (3) references (name, company title, address, email, and telephone number)

7. Manpower Allocation. Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the

level of effort envisioned for completion of the project at hand.

8. Schedule. Include a schedule for the scope of work.

9. Cost. The proposal must include a separate cost estimate for each service listed in the scope of work. Submit the cost estimate in a sealed envelope apart from the main proposal. The cost estimate is confidential and will only be opened after all proposals are reviewed and the most qualified consultants have been selected and interviewed. Consultants should prepare a Fee estimate with progress payments at specific milestones or tasks, using the sample cost estimate in the Local Assistance Procedure Manual (LAPM), Exhibit 10-H1.

The consultant must provide a total estimate of all direct and indirect costs to complete the tasks in the RFP. This detailed cost breakdown should include:

- Number of staff hours and hourly rates for each professional and administrative staff who will be involved in this project.
- An estimate of all other direct costs, such as materials and reproduction costs; and
- An estimate of sub-Consultant services if needed, all proposed hours and rates shall be itemized by task.

The selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual (LAPM) regarding the A&E Consultant Contract Audit and Review Process.

#### **IV. SELECTION**

##### **Selection Process:**

The RFP process will establish a ranking based on how each proposal meets the qualifications of the Scope of Services and the requirements of the RFP. The proposal shall conform to the Proposal Requirements (Section III). It is important that all listed items be included in the proposal. Proposals, which do not comply with all the requirements per or the proposal deadline, will not be considered. The City reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the City's standard contractor and professional services agreement (Attachment D). All Consultants that respond to the RFP shall assume that the execution of this agreement, without changes, will be a required condition.

At the conclusion of the evaluation, the City will enter into contract negotiations with the top-ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate, and the City will undertake negotiations with the second rank firm. City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

The City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests.

Proposals will be evaluated by a committee of City employees. Points will be assigned based on the proposer's effectiveness and efficiency in supporting each item being rated.

**Evaluation Criteria:**

Criteria	Weight
Proposal Quality	10%
Firm's Qualification/ Delivery of Similar Projects	20%
Proposed Scope of Work and Approach	30%
Client References	5%
Project Schedule/Manpower Allocation	15%
Oral Interview and Presentation	20%

**V. SCHEDULE**

The City reserves the right to evaluate proposals for a period of sixty days before deciding which proposal, if any, to accept.

**VI. QUESTIONS**

Questions regarding the information contained in the RFP document must be submitted in writing, by email addressed to:

City of East Palo Alto  
Public Works Department  
1960 Tate Street  
East Palo Alto, CA 94303  
Attention: Anwar Mirza, City Engineer  
Engineer Email: [amirza@cityofepa.org](mailto:amirza@cityofepa.org)  
Ph: (650) 853-3113

All questions must be received by 5:00 p.m. on July 14, 2024. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each consultant. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

Telephone requests for information or inquiries will be allowed only if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquiries, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. The intent behind this requirement is to ensure that consultants have available to them the same information and no inconsistent, incomplete or misinformation is communicated to any team.

If any changes or updates to the RFP are made, a copy of the current RFP will be posted on the City's website at: <https://www.cityofepa.org/rfps>



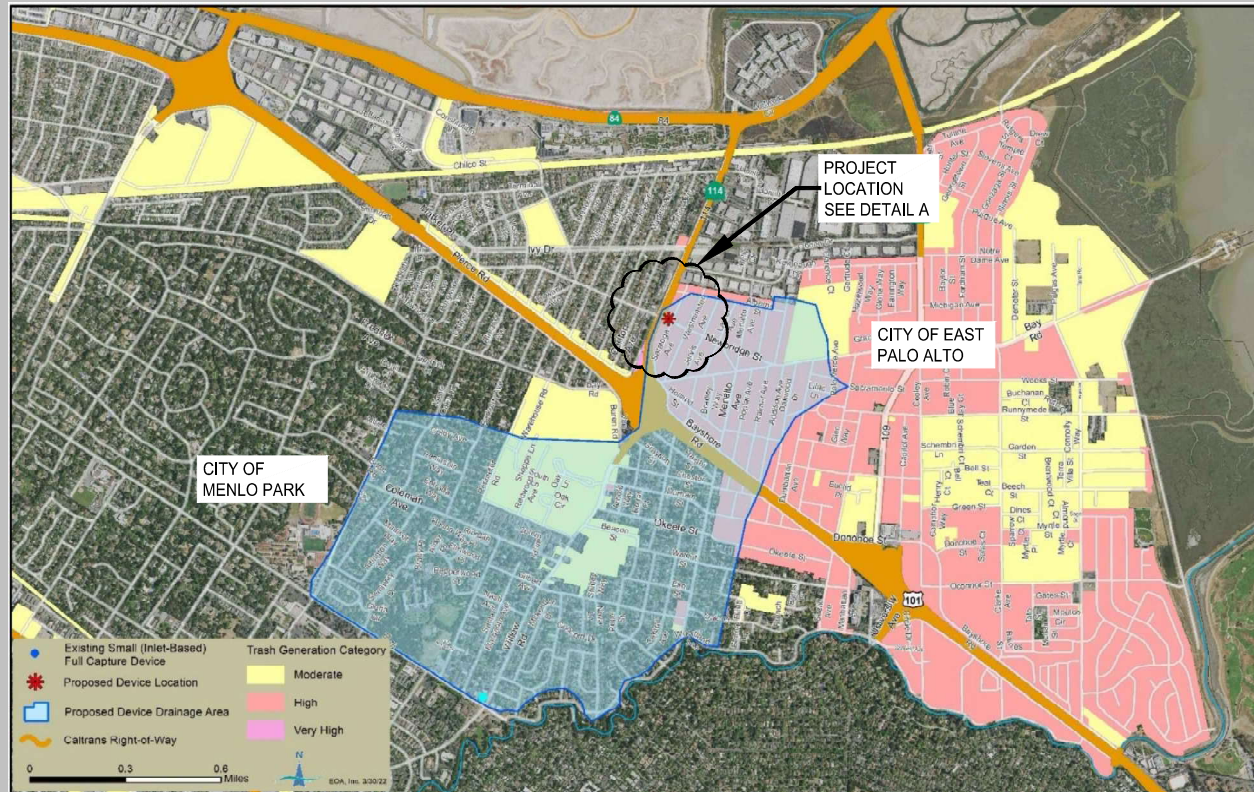
## **VII. DISCLAIMERS**

This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The City reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

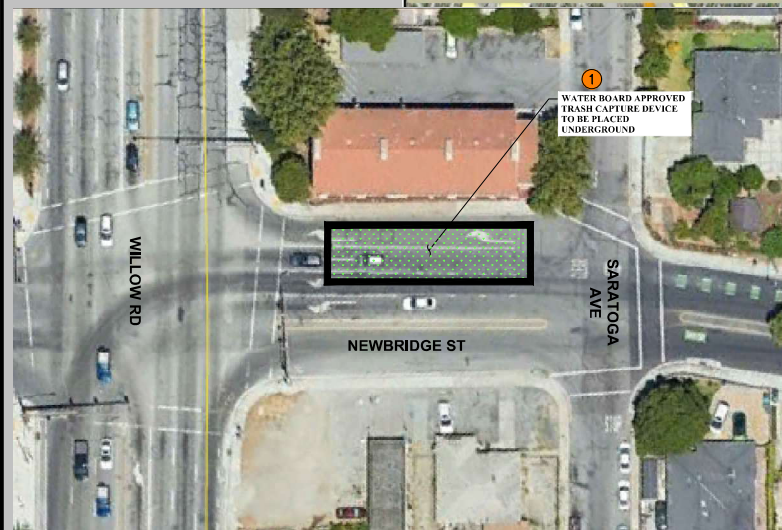
The City may require proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

**ATTACHMENT A**  
**LOCATION MAP**



## LOCATION MAP

KEY DESIGN ELEMENTS		
No.	DESCRIPTION	DESIGN CONSIDERATIONS
1	TRASH CAPTURE SYSTEM	THE TRASH CAPTURE DEVICE NEEDS CERTIFICATION FROM THE STATE WATER RESOURCES CONTROL BOARD



**DETAIL A**

## ATTACHMENT A EAST PALO ALTO TRASH CAPTURE DEVICE PROJECT



**ATTACHMENT B**

**COOPERATIVE AGREEMENT**

## **STORMWATER MITIGATION COOPERATIVE AGREEMENT**

This AGREEMENT, executed on and effective from February 26, 2024, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of East Palo Alto, a municipal agency, referred to hereinafter as CITY.

CALTRANS and CITY are individually referred to as PARTY and collectively referred to as PARTIES.

### **RECITALS**

1. CALTRANS and CITY, are authorized to enter into a Cooperative Agreement for Stormwater Mitigation hereinafter referred to as AGREEMENT pursuant to California Streets and Highways Code Section 126.1.
2. Section 303(d) of the Federal Clean Water Act (CWA) requires the State of California to establish a priority ranking for impaired waters, referred to as the 303(d) list. The United States Environmental Protection Agency (USEPA) has oversight authority for the 303(d) list. The USEPA approves the State's 303(d) list.
3. CALTRANS must comply with the Statewide National Pollutant Discharge Elimination System (NPDES) Permit (Order # 2022-0033-DWQ effective January 1, 2023), and associated Time Schedule Order (TSO) Number 2022-0089-DWQ.
4. As per the Attachment D and E of the CALTRANS NPDES Order 2022-0033-DWQ Section D5.1 and E3, CALTRANS and CITY may collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) or contain Significant Trash Generating Areas (STGA) for a Stormwater Improvement Project (hereinafter referred to as 'PROJECT') located at in the County of San Mateo.
5. CALTRANS District 4 must comply with the California Regional Water Quality Control Board San Francisco Bay Region (CRWQCBSFBR) per Cease and District Order (CDO) No. R2-2021-0030 and Order No. R2-2019-0007, collectively referred to hereinafter as CDO. CALTRANS and CITY may collaboratively implement the Trash Reduction requirements in areas that contain Significant Trash Generation Area (STGA).
6. In addition to 13.4 acres of STGA credit, CALTRANS District 4 may seek additional trash reduction credit from the CRWQCBSFBR per CDO Provision 5.1.
7. CITY intends to design and construct the PROJECT and will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.

8. PROJECT will receive flows from a total tributary area of 772 acres which includes runoff from CALTRANS roadways and impervious surfaces. Out of 772 acres of PROJECT, 13.4 acres are from CALTRANS roadways and 0.0 acres are from CALTRANS impervious surfaces.
9. CALTRANS will contribute an amount, not to exceed, \$2,225,000 to CITY for PROJECT to satisfy in part of its NPDES requirements.
10. CALTRANS is expected to receive 2.7 credits to the contribution amount towards the dry and wet weather TMDL pollutant loads reduced by this PROJECT and 13.5 acres of STGA treated. The preliminary analyses prepared by CALTRANS and their consultants has documented these load reductions in a memorandum from Michael Baker International (MBI) dated January 2024 (see Attachment). The load reductions shown in the memorandum are preliminary and subject to change in the assumptions used in the MBI analysis. Waste Load reductions claimed by CALTRANS may change due to PROJECT operation and maintenance outcomes. The GIS mapping provided by CITY has documented CITY's 758.6 acres of Right-Of-Way and CALTRANS 13.5 acres of STGA.
11. PARTIES intend to define herein the terms and conditions under which PROJECT will proceed.
12. CALTRANS share of PROJECT funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHOPP	STATE	\$2,225,000

## SECTION I

### CALTRANS AGREES:

1. To reimburse CITY within forty-five (45) calendar days of receipt of a signed invoice for actual PROJECT costs incurred and paid.
2. The total financial obligation provided by CALTRANS for PROJECT shall not exceed the amount of \$2,225,000.
3. To provide encroachment permits to CITY and its consultants and contractor for access to CALTRANS right-of-way, if necessary, to fulfil PROJECT requirements.
4. To review and provide comments to CITY for the 60% complete plan set and 95% complete plan set and specifications for PROJECT within fifteen (15) working days of receipt.
5. To provide quality management work for all portions of PROJECT that resides within CALTRANS right-of-way.

## SECTION II

### CITY AGREES:

1. To prepare, sign and submit monthly billing statements in arrears (invoices) to CALTRANS for actual PROJECT costs incurred and paid by CITY.
2. All work performed by CITY, or performed on behalf of CITY, shall be performed in accordance with state, federal and local laws, regulations, and standards.
3. To be fully responsible for completing the environmental clearance, , design, right-of-way requirements, and construction of PROJECT.
4. To obtain all necessary property rights (easements, rights of entry, fee, etc.) required to complete and maintain PROJECT. Said rights of entry shall also include rights for CALTRANS and resource agency personnel to monitor PROJECT for a period of five (5) years.
5. To obtain all environmental approvals and resource agency agreements and permits, including California Environmental Quality Act (CEQA) documents and approvals and National Environmental Quality Act (NEPA) documents and approvals, California State Water Resources Control Board permit for PROJECT prior to the commencement of construction.
6. To fully comply with all the terms and conditions expressed in the environmental approvals, agreements and permits.
7. To prepare, or cause to prepare, a complete set of design plans, specifications, and estimate, TMDL waste (or pollutant) reduction calculation and report, and any other necessary technical documents, sufficient to advertise and award a construction contract for PROJECT. All documents shall be signed and sealed by an engineer duly registered in the State of California.
8. To provide CALTRANS with the 60% complete plan set and 95% complete plan set and specifications for PROJECT so that CALTRANS can review and provide comments within twenty (20) working days of receipt.
9. To incorporate or resolve all comments submitted by CALTRANS on the 60% complete plan set and 95% complete plan set and specifications for PROJECT.
10. To provide CALTRANS with copies of the final plans, specifications, and estimate; applicable environmental approvals, agreements and permits; right-of-way clearances, hereinafter referred to as PS&E package, prior to advertising the contract for construction.



11. To prepare contract documents, advertise and award a construction contract in accordance with CITY acquisition processes.
12. To manage all aspects of PROJECT.
13. To be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.
14. To provide annual documentation of PROJECT progress to CALTRANS for the Stormwater compliance files.
15. To prepare and submit a final accounting for all PROJECT costs. Based on the final accounting, CALTRANS will refund or invoice as necessary to satisfy the financial commitments of this AGREEMENT.
16. To conform with the provisions of Labor Code section 1720-1815, and all applicable provisions of the California Code of Regulations found in Title 8, Chapter 8, subchapter 3, articles 1-7 where Labor Code section 1720(a)(1) definition of “public works” includes construction, alteration, demolition, installation, repair or maintenance work under Labor Code section 1771.
17. To include prevailing wage requirements in its contracts for public work. Work performed by CITY’s own forces is exempt from the Labor Code’s prevailing wage requirements.
18. To require the contractors to include prevailing wage requirements in all subcontracts funded by this AGREEMENT when the work to be performed falls within Labor Code sections 1729(a)(1) definition of “public works” under Labor Code section 1771. Subcontractors shall include all prevailing wage requirements set forth in CITY’s contracts.
19. If work performed under this AGREEMENT is paid for in whole or in part with federal funds and is the type of work subject to federal prevailing wage requirements, CITY must conform to the provisions of the Davis-Bacon and related acts, 40 U.S.C. 1341 et seq. in addition to Labor Code provisions.
20. To include federal prevailing wage requirements in its contracts for public work. Work performed by CITY’s own forces is exempt from federal prevailing wage requirements.
21. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and to make such materials available to CALTRANS at all reasonable times for three (3) years after completion and acceptance of PROJECT. CALTRANS, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CITY that pertain to this AGREEMENT for audits, examinations, excerpts, transactions, and copies thereof shall be furnished when requested.

22. To maintain and operate the PROJECT.
23. To provide an annual inspection, and maintenance reports to CALTRANS.

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. All portions of this AGREEMENT, including the Recitals section, are enforceable.
2. If any provision of this AGREEMENT is held invalid, the other provisions shall not be affected thereby.
3. All CALTRANS' obligations and commitments under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, and programming and allocation of funds by the California Transportation Commission (CTC).
4. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
5. All applicable laws, regulations, rules, and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this AGREEMENT.
6. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.
7. CITY will retain all PROJECT related records for three (3) years after the final voucher.
8. CITY will accept operation, maintenance and ownership or title to all materials or equipment installed as part of PROJECT.
9. CALTRANS has a total of fifteen (15) working days to perform review and return comments to CITY for each review cycle (60% plans complete and 95% plans and specifications complete).
10. CITY will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, environmental, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of the operation and maintenance of PROJECT.
11. HM-1 is hazardous materials (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

12. HM-2 is hazardous materials (including but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.
13. The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
14. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify the other PARTY.

15. CALTRANS, independent of the PROJECT is responsible for any HM-1 found within the existing state highway system right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay the cost of HM-1 MANAGEMENT for HM-1 found within the existing state highway system right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

16. CITY is responsible for HM-2 MANAGEMENT for PROJECT and shall be paid from funds obligated in this AGREEMENT.
17. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
18. CITY is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. [LOCAL AGENCY] will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

CITY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

19. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY or under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents under this AGREEMENT.
20. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its

contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under this AGREEMENT.

21. This AGREEMENT will terminate upon execution of a Cooperative Agreement Closure Statement (CLOSURE STATEMENT) by PARTIES. The CLOSURE STATEMENT is a document that verifies all commitments of this AGREEMENT have been met and PROJECT is fully complete.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

## **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

### **CITY OF EAST PALO ALTO**

Project Manager: Anwarbeg Mirza, P.E.

Phone Number: (650) 340 1264

E-mail: amirza@cityofepa.org

Billing Address: 1960 Tate Street

East Palo Alto, CA 94560

### **CALTRANS**

Project Manager: Gregory Carroll

Phone Number: (510) 306-5004

E-mail: Gregory.carroll@dot.ca.gov

Billing Address: 111 Grand Ave

Oakland, CA 94612

## **SIGNATURES**


PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF EAST PALO ALTO

By:   
Robert Effinger  
Acting Deputy District Director, Design

By:   
Melvin Gaines  
City Manager


VERIFIED OF FUNDS & AUTHORITY:


By:   
Jeffrey Kuehnle  
District Budget Manager

Attest: Anwarbeg Mirza  
Anwarbeg Mirza  
City Engineer

APPROVED AS TO FORM & PROCEDURE:

CERTIFIED AS TO FINANCIAL TERMS &  
POLICIES:

By:   
Nadine Karavan  
HQ Accounting Supervisor

By:   
By: John Le (Feb 26, 2024 14:52 PST)  
John Le  
City Attorney


# Cooperative Agreement 04-2977 Execution Process


Final Audit Report


2024-02-27


Created:	2024-02-08
By:	Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWD-wGjRyOfK87NQd0fDdv2Ht6b8rHWSI


## "Cooperative Agreement 04-2977 Execution Process" History


 Document created by Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)  
2024-02-08 - 8:17:07 PM GMT


 Document emailed to Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov) for approval  
2024-02-08 - 8:18:35 PM GMT


 Email viewed by Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov)  
2024-02-13 - 5:02:16 PM GMT


 Document approved by Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov)  
Approval Date: 2024-02-13 - 5:03:32 PM GMT - Time Source: server


 Document emailed to Jeffrey Kuehnel (jeffrey.kuehnel@dot.ca.gov) for signature  
2024-02-13 - 5:03:34 PM GMT

 Email viewed by Jeffrey Kuehnel (jeffrey.kuehnel@dot.ca.gov)  
2024-02-13 - 5:32:29 PM GMT

 Document e-signed by Jeffrey Kuehnel (jeffrey.kuehnel@dot.ca.gov)  
Signature Date: 2024-02-13 - 5:32:38 PM GMT - Time Source: server

 Document emailed to Timothy Dobek (timothy.dobek@dot.ca.gov) for approval  
2024-02-13 - 5:32:40 PM GMT
















 Email viewed by Timothy Dobek (timothy.dobek@dot.ca.gov)  
2024-02-13 - 10:49:49 PM GMT

 Document approved by Timothy Dobek (timothy.dobek@dot.ca.gov)  
Approval Date: 2024-02-13 - 10:50:00 PM GMT - Time Source: server



Powered by  
Adobe  
Acrobat Sign



-  Document emailed to Nadine Karavan (nadine.karavan@dot.ca.gov) for signature  
2024-02-13 - 10:50:02 PM GMT
-  Document e-signed by Nadine Karavan (nadine.karavan@dot.ca.gov)  
Signature Date: 2024-02-14 - 3:03:10 AM GMT - Time Source: server
-  Document emailed to Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov) for approval  
2024-02-14 - 3:03:12 AM GMT
-  Email viewed by Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov)  
2024-02-14 - 4:21:09 PM GMT
-  Document approved by Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov)  
Approval Date: 2024-02-14 - 4:21:20 PM GMT - Time Source: server
-  Document emailed to Anwarbeg Mirza (amirza@cityofepa.org) for signature  
2024-02-14 - 4:21:22 PM GMT
-  Email viewed by Anwarbeg Mirza (amirza@cityofepa.org)  
2024-02-20 - 5:22:00 PM GMT
-  Document signing delegated to Melvin Gaines (mgaines@cityofepa.org) by Anwarbeg Mirza (amirza@cityofepa.org)  
2024-02-20 - 5:29:53 PM GMT
-  Document emailed to Melvin Gaines (mgaines@cityofepa.org) for signature  
2024-02-20 - 5:29:53 PM GMT
-  Document e-signed by Anwarbeg Mirza (amirza@cityofepa.org)  
Signature Date: 2024-02-20 - 5:31:00 PM GMT - Time Source: server
-  Document emailed to John Le (jle@cityofepa.org) for signature  
2024-02-20 - 5:31:02 PM GMT
-  Email viewed by John Le (jle@cityofepa.org)  
2024-02-25 - 5:20:02 PM GMT
-  Document e-signed by John Le (jle@cityofepa.org)  
Signature Date: 2024-02-26 - 10:52:52 PM GMT - Time Source: server
-  Document emailed to Melvin Gaines (mgaines@cityofepa.org) for signature  
2024-02-26 - 10:52:54 PM GMT
-  Email viewed by Melvin Gaines (mgaines@cityofepa.org)  
2024-02-26 - 11:05:15 PM GMT





Document e-signed by Melvin Gaines (mgaines@cityofepa.org)

Signature Date: 2024-02-26 - 11:06:26 PM GMT - Time Source: server



Document emailed to Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov) for approval

2024-02-26 - 11:06:29 PM GMT



Document approved by Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov)

Approval Date: 2024-02-27 - 0:02:18 AM GMT - Time Source: server



Document emailed to Gregory Carroll (gregory.carroll@dot.ca.gov) for approval

2024-02-27 - 0:02:20 AM GMT



Email viewed by Gregory Carroll (gregory.carroll@dot.ca.gov)

2024-02-27 - 0:09:05 AM GMT



Document approved by Gregory Carroll (gregory.carroll@dot.ca.gov)

Approval Date: 2024-02-27 - 0:09:52 AM GMT - Time Source: server



Document emailed to Robert Effinger (robert.effinger@dot.ca.gov) for signature

2024-02-27 - 0:09:54 AM GMT



Email viewed by Robert Effinger (robert.effinger@dot.ca.gov)

2024-02-27 - 0:53:42 AM GMT



Document e-signed by Robert Effinger (robert.effinger@dot.ca.gov)

Signature Date: 2024-02-27 - 1:41:08 AM GMT - Time Source: server



Agreement completed.

2024-02-27 - 1:41:08 AM GMT



Powered by  
**Adobe**  
Acrobat Sign

**ATTACHMENT C**  
**PROPOSAL FORMS**

**ATTACHMENT C**  
**PROPOSAL FORMS**

Form A – Addendum Acknowledgment

Form B – Non-Collusion Declaration

Form C – Certification of Non-Discrimination

Form D – Statement of Convictions

Form E – Previous Disqualifications

Form F – Certification of Worker's Compensation Insurance

Form G – Certification of Prevailing Wage Rates and Records

Form H – Equal Employment Opportunity Certification

**FORM A: ADDENDUM ACKNOWLEDGMENT**

WE HEREBY ACKNOWLEDGE ADDENDUM NOS.\_\_\_\_, \_\_\_\_ &\_\_\_\_, AND HAVE REFLECTED  
THESE CHANGES IN OUR PROPOSAL.

---

PROPOSER'S SIGNATURE

**FORM B: NON-COLLUSION DECLARATION**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that the Consultant is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from submitting proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Business Address

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public in and for the County of

\_\_\_\_\_, State of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20

**FORM C: CERTIFICATE OF NON-DISCRIMINATION**

On behalf of the proposer making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

---

PROPOSER'S SIGNATURE



**FORM D: STATEMENT OF CONVICTIONS**

"I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

---

PROPOSER'S SIGNATURE

**FORM E: PREVIOUS DISQUALIFICATIONS**

"I hereby swear, under penalty of perjury, that the below indicated proposer, any officer of such proposer, or any employee of such proposer who has a proprietary interest in such proposer, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

---

PROPOSER'S SIGNATURE

**FORM F: CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as CONSULTANT, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

---

PROPOSER'S SIGNATURE

**FORM G: CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as an authorized representative of the company listed below, I certify that I am aware of the provisions of Section 1773 of the Labor Code which requires the payment of prevailing wage on public projects. I further certify that the company and any subcontractors under it shall comply, to the extent applicable, with all requirements of state prevailing wage law, including requirements pertaining to apprenticeship standards, payment of prevailing wage, contractor registration, certified payroll records, labor compliance oversight and hours of work. I understand and agree that it is the company's responsibility to ensure compliance by it and any and all subcontractors performing work on the Project with the foregoing prevailing wage requirements.

---

PROPOSER'S SIGNATURE

Company Name \_\_\_\_\_

Signed by (printed) \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**FORM H: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The \_\_\_\_\_ proposed  
Consultant \_\_\_\_\_, hereby certifies that he has  
\_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal  
opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where  
required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal  
Contract Compliance, a Federal Government contracting or administering agency, or the former  
President's Committee on Equal Employment Opportunity, all reports due under the applicable  
filing requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

**ATTACHMENT D**

**CITY STANDARD CONTRACTOR AND  
PROFESSIONAL SERVICES AGREEMENT**

**ATTACHMENT D**

**CITY STANDARD CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT**

## **CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Contractor and Professional Services Agreement ("Agreement") is made by and between the City of East Palo Alto, a municipal corporation ("City"), as authorized by the East Palo Alto City Council via Resolution No. [REDACTED], and [ type in name ], [ type in the type of entity ], hereinafter referred to as "Contractor", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.
- 3. Term.** The term of this Agreement shall commence on [ type in start date ] and shall continue in full force and effect until [ type in end date ].
- 4. Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 5. Indemnification.** Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
- 6. Insurance Requirements.** Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Contractor." Failure to maintain required insurance at all times shall constitute a default and material breach.



**7. Accident Reports.** Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

**8. Conflict of Interest.** Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall comply with the City of East Palo Alto Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.

**9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services pursuant to this Agreement.

**10. Licenses, Permits, Etc.** Contractor represents and warrants to City that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.

**11. Business License.** Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.

**12. Standard of Performance.** Contractor shall provide products and perform

all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Contractor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

**13. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Contractor is unable to meet the completion date or schedule of services, Contractor shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**14. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**15. Personnel.** Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Contractor pursuant to this Agreement shall be the full and

complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**16. Prevailing Wages for Public Works Projects.** For public works projects, Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. Contractor shall maintain certified payroll records evidencing such payment of prevailing wages as required by law.

**17. Contractor Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Contractor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**18. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**19. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Contractor resulting from services rendered pursuant to this Agreement, shall become the property of City. Contractor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**20. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Contractor in the performance of Contractor's services hereunder.

**21. Assignment and Subcontracting.** Contractor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Contractor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Contractor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Contractor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Contractor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**22. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**23. Non-Discrimination/Fair Employment Practices.** Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation,

medical condition or physical handicap. Contractor agrees to abide by the City's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit D.

**24. Official Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Melvin E. Gaines  
City Manager  
City Manager's Office  
2415 University Avenue  
East Palo Alto, CA 94303

If to Contractor: [insert name]  
[insert title]  
[insert company name]  
[insert street name and suite #, if any]  
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**25. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**26. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**27. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California or in the United States District Court, Northern District of California, San Francisco/Oakland Division, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**28. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**29. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Contractor will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality.** Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Agreement as confidential and shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City records or information to any third party, other than its own employees, agents or subcontractors who have a need for the City records or information for the performance of services under this Agreement. A violation by Contractor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Contractor agrees and acknowledges that this confidentiality provision does not limit the City's disclosure as required by law, pursuant to a subpoena, the California Public Records Act, or Order of the Court.

**33. News and Information Release.** Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**35. Authority.** The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

**36. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

Exhibit D, entitled "Policy Against Discrimination, Harassment and Retaliation"

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[ INSERT CONTRACTOR NAME ] CITY OF EAST PALO ALTO,  
a municipal corporation

[ INSERT TYPE OF ENTITY ]

By: \_\_\_\_\_

[ insert name ]

[ insert title ]

By: \_\_\_\_\_

Melvin E. Gaines

City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
East Palo Alto Business License No.

APPROVED AS TO CONTENT:

\_\_\_\_\_  
[ Insert Department Head Name ]

[ Insert Department Head Title ]

APPROVED AS TO FORM:

\_\_\_\_\_  
John D. Lê  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**1. Representatives.**

City Representative:

[ insert name ]  
[ insert title ]  
[ insert Department name ]  
2415 University Avenue  
East Palo Alto CA 94303  
[ insert telephone number ]  
[ insert facsimile number ]

Contractor's Representative:

[ insert name ]  
[ insert title ]  
[ insert company name ]  
[ insert street name and suite #, if any ]  
[ insert City, state and zip code ]  
[ insert telephone number ]  
[ insert facsimile number ]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor Representative and City's Representative.

**2. Services and Schedule.**

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference and performed according to the schedule set forth therein. Contractor will complete all services by [ insert date ].

**3. Phased Performance.**

If the schedule calls for the services to be performed in phases or discrete increments, Contractor shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

**4. Additional Services.** Additional services are those services related to the scope of Services of Contractor as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed



under this Agreement or an amendment.

Contractor's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Contractor, compensation to Contractor shall not exceed the fixed fee amount.

**5. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Key personnel: [ **INSERT LIST OF EMPLOYEES NAMES** – If the project does not require assignment of specific personnel, delete "Key Personnel" section ]

**EXHIBIT B**  
**COMPENSATION**

**1. Contractor's Compensation.**

A. City agrees to pay Contractor, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [ insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents ] [ insert dollar amount in number- e.g., \$2,550.13 ].

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

**2. Appropriate Billable Hourly Rates for Services and Additional Services.**

Contractor's billable hourly rates shall be:

[ Insert Name, Title and Hourly Rate ]

or

["Contractor will perform the services according to the schedule contained in Attachment [insert number] of [insert letter]."]

**3. Contractor's Reimbursable Expenses.**

Reimbursable Expenses shall be limited to actual reasonable expenditures of Contractor for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

#### **4. Payments to Contractor.**

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Contractor for correction. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

#### **5. Accounting Records of Contractor.**

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Contractor under this section shall survive this Agreement.

#### **6. Taxes.**

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Contractor hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section pursuant to the Indemnification provisions of this Agreement.

7. **Taxpayer Identification Number.** Contractor shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### I. TYPES OF INSURANCE

- A. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
- D. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

## II. ADDITIONAL REQUIREMENTS

- A. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- C. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).
- E. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
- F. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
- G. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## **EXHIBIT D**

### **CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION**

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

#### **I. PURPOSES**

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

#### **II. POLICY**

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

### **III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT**

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.



In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

#### **IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION**

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

#### **V. INVESTIGATION AND RESOLUTION**

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate

that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

## **VI. OUTSIDE ADMINISTRATIVE AGENCIES**

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212  
U.S. Equal Employment Opportunity Commission 1.800.669.4000