

# REQUEST FOR PROPOSALS (RFP)

**October 11, 2011**



## **CITY OF EAST PALO ALTO Request for Proposals**

### **Gloria Way Well Water Production Alternatives Analysis & East Palo Alto Water Security Feasibility Study**

An Electronic Version of the RFP is available at: <http://www.ci.east-palo-alto.ca.us/economicdev/planandinfrast.html>

#### **IMPORTANT DATES**

RFP Issued: October 11, 2011

Voluntary Gloria Well Site Visit & Pre Proposal Meeting: 10:00 am, October 20, 2011

Deadline for submittal: November 4, 2011 at 12:00 pm

Inform Applicants of Ranking: Week of November 14th

Tentative Consultant Interviews: 9:30am to 1pm, November 22, 2011

Tentative City Council Award of Contract: December 6, 2011

Execute Contract and Notice to Proceed (mid December 2011) (Contingent upon release of funds by the Environmental Protection Agency)

All responses to be submitted to:

Attn: Mr. Kamal Fallaha, P.E.

City Engineer

1960 Tate Street

Engineering Division

East Palo Alto, CA 94303

(650) 853-3117

[kfallaha@cityofepa.org](mailto:kfallaha@cityofepa.org)

## Gloria Way Well Alternatives Analysis and EPA Water Security Feasibility Study

**Background:** The City of East Palo Alto receives the majority of its water supply from the SFPUC. East Palo Alto owns the distribution system (the pipes in the ground) and then hires American Water Company to manage the system. There are two small private water companies, the Palo Alto Park Mutual Water Company and the O'Connor Tract Water Cooperative, (the Private Water Companies) which augment the supply. East Palo Alto requires additional water supplies and emergency storage. East Palo Alto has an annual allocation of between 2,033 to 2,199 Acre Feet per Year (AFY) from the SFPUC. In a year of normal precipitation, East Palo Alto's allocation is 2,199. In a dry year, East Palo Alto's allocation is 2,033. Water planning uses the Dry Year as a benchmark because it is the worst case scenario. East Palo Alto has exceeded its dry year allocation in 8 of the last 9 years. See table 1.

**Table 1.** Historical SFPUC Purchases and EPA Dry Year Water Allocation

Year	Net Purchase from SFPUC	Dry Year Allocation	Over/Under Allocation	% Over/Under
2002	2,110	2,033	77	4%
2003	2,111	2,033	78	4%
2004	2,303	2,033	270	13%
2005	2,108	2,033	75	4%
2006	2,113	2,033	80	4%
2007	2,291	2,033	258	13%
2008	2,284	2,033	251	12%
2009	2,147	2,033	114	6%
2010	1,935	2,033	(98)	-5%
<b>Average</b>	<b>2,156</b>	<b>2,033</b>	<b>123</b>	<b>6%</b>

(1) All numbers in AFY

(2) 2010 Urban Water Management Plan

On average, East Palo Alto has exceeded its Dry Year Allocation by 6% per year over the last 9 years. Staff speculates that East Palo Alto used less than its Dry Year Allocation in 2010 because of the downturn in the economy and the relatively high number of housing foreclosures.

Over the next 25 years, East Palo Alto will need to acquire an additional 1,201 AFY to meet future projected demand. The potential sources are an additional allocation from the SFPUC or other water provider, Gloria Way Well, additional groundwater, the purchase of outside water, and recycled water. The 2010 Urban Water Management Plan (UWMP) identified the estimated supply and demand through 2035. At current levels of supply, the City faces a shortfall of 1,201 AFY. See Table 2.



**Table 2: Demand/Supply Calculation Through 2035**

	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>
Supply Totals	2,199	2,199	2,199	2,199	2,199
Demand Totals	2,658	2,780	2,960	3,161	3,400
<b>Surplus or (Shortfall)</b>	<b>(459)</b>	<b>(581)</b>	<b>(761)</b>	<b>(962)</b>	<b>(1,201)</b>
<b>Potential New Supply Sources</b>					
Gloria Way Well	420	420	420	420	420
New Groundwater Wells	1,210	1,210	1,210	1,210	1,210
Recycled Water		125	150	150	150
Transfers/Exchanges					
Total Potential Additional Supplies	1,630	1,755	1,780	1,780	1,780
<b>Surplus or (Shortfall)</b>	<b>1,171</b>	<b>1,174</b>	<b>1,019</b>	<b>818</b>	<b>579</b>

(Source: UWMP page 1)

The lack of water poses a serious threat to East Palo Alto's ability to develop new projects of any type, whether the projects are office, industrial, retail, residential, affordable housing, or community oriented. New projects in East Palo Alto will need to show an existing water allocation or a new source of water to meet the additional water needs of the project.

The City of East Palo Alto requires emergency storage. There are no emergency storage facilities in the City of East Palo Alto. If the SFPUC system were to experience a catastrophic disruption, East Palo Alto would be without water for consumption and emergency (fire suppression) uses. Typically, emergency storage is provided by water tanks, and/or emergency wells. The UMWP recommends a storage capacity of 4.2 million gallons.

A local groundwater source increases East Palo Alto's water security and land use control independence.

### **GLORIA WAY WELL**

The City owns Gloria Way Well, which is located along Gloria Way at Bay Road. Gloria Way Well is a groundwater well. It's use was discontinued in the past after aesthetic complaints. A well development feasibility analysis was conducted in 2004. Gloria Way Well water has concentrations of manganese and iron. The current depth of the well, according to the original well driller's log is 351 feet. The stratum of the aquifer is within the range of 319-325 feet. The casing is 12-inch, spiral seam, steel. The estimated yield is between 350 gallons per minute (gpm) and 450 gpm. The well is occasionally used for non potable uses. Gloria Way Well could potential meet between 47% and 60% of the potential shortfall. See Table 3.



**Table 3.** Gloria Way Well's potential contribution to EPA Estimated 2035 water shortfall need in GPM

	<b>Gloria Way Well Low End Range</b>	<b>Gloria Way Well High End Range</b>	<b>Source</b>
Shortfall in 2035 in AFY	1,201	1,201	2010 UWMP
Shortfall in 2035 in GPM	745	745	AFY*.62
Gloria Way Well GPM	350	450	Gloria Way Well 2004 Study
Surplus/(Deficit) GPM	(395)	(295)	Calculated
% of Shortfall provided	47%	60%	Calculated

The improvement of Gloria Way Well is a City priority. Improving Gloria Way Well will have major benefits to the City. It is likely that the improvement will have to occur in phases. However, each phase will confer significant benefits on the City. Improving or rehabilitating, and stabilizing the water production of Gloria Way Well will provide at the minimum, a source of non potable water for use in an emergency. Adding the aesthetic and taste treatment component will provide the City with a potable water source that can be used in an emergency. Connecting the treated water to the distribution system will provide an independent source of potable water other than the SFPUC system, which, with the exception of the Private Water Companies, is currently the sole source of potable water. If the SFPUC system is disrupted, aesthetic and taste concerns will be less prominent.

### **PROJECT DESCRIPTION**

There are two phases to the Project.

#### **Phase #1:**

1. Maximize the production of potable water from Gloria Way Well. The Study will explore and evaluate alternatives and provide recommendations for the City Council to maximize the well's water production, as well as an overall treatment, storage and distribution system.
2. Identify additional potential sources of water and facilities needed to strengthen East Palo Alto's water supply. In addition, the Study will provide the City with a strategic plan regarding the potential for additional groundwater wells, the recommended management system for city owned groundwater systems, and emergency storage.

#### **Optional Phase #2:**

- 1) The completion of construction design documents for the recommended Gloria Way Well project.
- 2) The completion of the entitlement and permitting process for the recommended Gloria Way Well Project.

Phase III will consist of the construction of the recommended Gloria Way Well Project.

There are 9 major tasks in Phase I and 2 major tasks in Phase II.

## **PHASE I: Project Definition and Feasibility**

### **Task 1 – Summarize existing planning and geotechnical (water basin) conditions**

1. Kick Off/Project Initiation Meeting
2. Summarize existing conditions and estimated demand and supply based on the adopted Urban Water Management Plan, August 2005 Feasibility of Supplemental Groundwater Resources Development, Draft Engineering Plan for the Ravenswood Business District, April 2004 Gloria Way Well Investigation Summary Report, and other relevant information sources. Identify existing known wells and capacity in East Palo Alto.

### **Task 2 – Ground Water Model**

1. Create a groundwater model to support analysis of Project A or Project B.
2. Use electro seismic analysis (or other technology or research) to determine if a test Boring for Project B is warranted and the best depth and dimensions for the test boring. Prepare a brief Technical Memo providing a go/no go recommendation for conducting a test boring at Gloria Way Well.

### **Task 3 – Analyze Project A: Gloria Way Well Rehabilitation.**

1. Prepare a Well Investigation Well Investigation (See April 2004 Report)
2. Identify Hydraulic performance and capacity, including specific conductance, Yield Potential and Sustainable Yield
3. Test Water Quality and identify treatment requirements to Minimum Local, Regional, State, and Federal standards, SFPUC, and taste and odor Standards
4. Identify risk of saltwater intrusion or subsidence and if necessary, measures to prevent saltwater intrusion or subsidence
5. Recommend treatment methodology. Provide physical scope of recommended Treatment Method (sqft required, land, tanks, pumps, treatment technology, distribution)
6. Provide preliminary Design for well, treatment methodology, and required distribution (land required, location, pump, tank, well casing, treatment facility, distribution pipes).
7. Provide capital budget for well, treatment facility, and distribution; and annual operating and maintenance budget

### **Task 4 – Analyze Project B: Gloria Way Well Expansion.**

1. If warranted by Task 2, prepare test boring to determine maximum depth for maximum sustainable yield.
2. Add as an Optional Item a monitoring well.
3. Identify Hydraulic performance and capacity, including specific conductance, Yield Potential and Sustainable Yield
4. Test Water Quality and identify treatment requirements to Minimum Local, Regional, State, and Federal standards, SFPUC, and taste and odor Standards
5. Identify risk of saltwater intrusion or subsidence and if necessary, measures to prevent saltwater intrusion or subsidence
6. Recommend treatment methodology. Provide physical scope of recommended Treatment Method (sqft required, land, tanks, pumps, treatment technology, distribution)
7. Provide preliminary Design for well, treatment methodology, and required distribution (land required, location, pump, tank, well casing, treatment facility, distribution pipes).

8. Provide capital budget for well, treatment facility, and distribution; and annual operating and maintenance budget

**Task 5 – Recommend Project A: Gloria Way Well Rehabilitation; or Project B: Gloria Way Well Expansion.**

1. Recommendation for Project A or Project B based on maximum sustainable yield and capital and annual operating costs.
2. Provide feasible phasing options for construction.
3. Provide Schedule for design, permitting/entitlements, and construction

**Task 6– Overview of Governance, Management Options, Funding Sources and Recommendations of Governance and Management Option**

1. Groundwater Management Program – Recommendations
2. City Governance Issues- Provide 3 case studies of how other cities structure this function. Include information on joint venture with other jurisdictions, water users, water purveyors; groundwater management programs, legal issues and structure; structure for issuing water permits.
3. Recommend Governance and Management structure for City.
4. Identify sources of funding for both capital and operating and maintenance costs. Include an overview of impact fees, connection fees, water rates, and opportunities for cost sharing with other jurisdictions or water providers.
5. Create a matrix with Local, Regional, State, and Federal Permits and regulatory requirements and permits required for Gloria Way Well, new freshwater wells, and new brackish groundwater wells.

**Task 7 – Identify other potential freshwater groundwater and shallow brackish groundwater well sites in EPA**

1. Use groundwater model from Task 2 and electro seismic analysis (or other technology) to determine where potential future Freshwater or Brackish Wells could be located. Identify potential sites for test borings and potential future wells.
2. To extent possible, identify Hydraulic performance and capacity, including specific conductance, Yield Potential and Sustainable Yield
3. To extent possible, test Water Quality and identify treatment requirements to Minimum Local, Regional, State, and Federal standards, SFPUC, and taste and odor Standards
4. To extent possible, identify risk of saltwater intrusion or subsidence and if necessary, measures to prevent saltwater intrusion or subsidence
9. Recommend treatment methodology. Provide physical scope of recommended Treatment Method (sqft required, land, tanks, pumps, treatment technology, distribution)
10. Provide preliminary Design for well, treatment methodology, and required distribution (land required, location, pump, tank, well casing, treatment facility, distribution pipes).
11. To extent possible, provide capital budget for well, treatment facility, and distribution; and annual operating and maintenance budget
5. Identify potential to use additional wells for emergency supply.
6. Identify Next Steps and prototypical project schedules.

## **Task 8 – Overview of need for Emergency Storage**

1. Overview of need for emergency storage. Estimate optimal need for emergency storage (gallons and tanks)
2. Describe options for emergency storage (underground and above ground tanks, emergency wells) Include dimensions of tanks, required set backs, land required, distribution requirements, and pumps. Prepare estimates of project costs for tanks. Identify funding sources for emergency tanks.
3. Recommend locations or general zones within the city for the location of emergency water supply and prioritize locations.

## **Task 9 – Report**

1. Administrative Draft Report for Tasks 1-8
2. Public Draft Report for Tasks 1-8
3. Public Final Report for Tasks 1-8
4. Two Public Presentations at City Council (One for the Draft and one for the Final Report)
5. Attendance at 4 working meetings with Staff (and potentially American Water and the Fire Dept.) throughout the project.

## **Phase I Key Deliverables**

6. Task 1: Kick Off/Project Initiation Meeting
7. Task 2: Technical Memo providing Recommendation for Test Boring at Gloria Way Well
8. Task 9: Administrative Draft Report for Tasks 1-8
9. Task 9: Public Draft Report for Tasks 1-8
10. Task 9: Public Final Report for Tasks 1-8
11. Task 9: Two Public Presentations at City Council (One for the Draft and one for the Final Report)
12. Tasks 2-9: Attendance at 4 working meetings with Staff (and potentially American Water and the Fire Dept.)

## **OPTIONAL PHASE II- PROJECT DESIGN AND ENTITLEMENTS**

### **Task 10 – Gloria Way Well Recommended Project CEQA/NEPA & Regulatory Permits**

1. Prepare CEQA/NEPA Analysis (Admin Draft, Draft, and Final) (Assume a CEQA Initial Study and Negative Declaration and an EID for NEPA.)
2. Prepare and submit required Regulatory Permits and Applications.
3. Attendance at 2 Planning Commission and 2 City Council meetings and 4 working meetings with staff.

### **Task 11– Gloria Way Well Recommended Project Construction Documents (Assume a well at 700 gpm and a treatment facility for 1,000 gpm)**

1. 50% Design Documents and Specifications
2. 95% Construction Design Documents and Specifications
3. 100% Design Documents
4. Construction Bid Package and Specifications and Engineers Cost estimate for Construction Documents



5. Assist with Construction Bidding process
6. Attendance at 3 working meetings with staff.

## **PROJECT ASSUMPTIONS**

1. Both phases of the project are contingent upon the US Environmental Protection Agency (USEPA) releasing STAG funds that are currently being restricted due to budget uncertainty in Washington DC.
2. Phase I will be funded at the time of award of contract and the release of funds from the USEPA. Phase II is optional. The USEPA will not release the funds for Phase II until Phase I is completed. The current goal of the City is to use the same consultant for both Phases. However, the City reserves the right to execute the Optional Phase II with the consultant that performed Phase I, or to award the Optional Phase II another qualified consultant that responded to the original RFP, or to initiate a new RFP process.
3. Phase II, Environmental and Permitting. For purposes of responding to the scope of work, assume an Initial Study for CEQA, an EID for NEPA, and a CEQA Negative Declaration for the project.
4. Phase II, Construction Design Documents. For purposes of responding to the scope of work, assume a 700 gpm well and a treatment facility for 1,000 gpm.
5. The 2010 Urban Water Management Plan is available at: [http://www.ci.east-palo-alto.ca.us/publicworks/pdf/Water\\_System\\_Master\\_Plan.pdf](http://www.ci.east-palo-alto.ca.us/publicworks/pdf/Water_System_Master_Plan.pdf). The August 2005 Feasibility of Supplemental Groundwater Resources Development, April 2004 Gloria Way Well Investigation Summary Report, and Draft Engineering Plan for the Ravenswood Business District are available at: <http://www.ci.east-palo-alto.ca.us/economicdev/planandinfrast.html>
6. If the consultant identifies additional scope items necessary to complete the project description or cost savings or tasks that are in the scope by potentially not necessary, identify them in the proposal and the budget. Maintain the format for the budget, but add the additional items or cost savings and optional items consistent with attached budget in **Exhibit A**.
7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE).**-- This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference. The City has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project: Disadvantaged Business Enterprise (DBE): 6 percent (4% Race Neutral; 2% Race Conscious). See **Exhibit D** for DBE and good faith effort requirements. Also note that the budget template requires the identification of DBE consultants.



8. This is a Federally funded project. The City cannot require the use of local contractors. The City encourages respondents to consider using qualified and responsive local businesses. There are two well drilling companies in East Palo Alto.

Pitcher Drilling Company 218 Demeter Street East Palo Alto, CA 94303 <a href="http://www.pitcherdrilling.com">www.pitcherdrilling.com</a> (650) 328-8910	Hew Drilling Company 1045 Weeks Street East Palo Alto, CA 94303 <a href="http://www.hew-gwp.com">www.hew-gwp.com</a> (650) 322-2803
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## **PROPOSAL REQUIREMENTS**

Firms submitting a proposal are requested to provide detailed information regarding their qualifications and experience to provide the necessary professional services. This information will be used to select the consultant best qualified to provide the services. Specifically, it is requested that each firm provide the following information:

1. Comments as to your firm's specific expertise relating to water works, and well development, water treatment, storage and distribution, as well as water systems design and construction. Furthermore, it would be helpful to include any information you may have regarding your specific experience and knowledge regarding similar water related issues in East Palo Alto's ground water basin.
2. A list of recent projects where your firm has performed similar services to those being requested in this RFP, including three (3) examples of similar projects developed in the Bay Area, including contact information and references from your clients, i.e., Public Works Director, City Engineer, Water Board directors, operators, etc. Also, please provide a description of the projects, including their size, plans, etc.
3. Résumés of key individuals who will work on the project, and the identification of the Project Manager as well as the principal who will be responsible for the work.
4. Identification of past partner builders or general contractors.
5. A budget in the format in **Exhibit A. The Budget must be submitted in 10 separate envelopes and 1 electronic copy.** Schedule of hours by major tasks with breakdown of hours allocated to each staff member of the consultant team, and hourly rates of staff members; including sub-consultants.
6. Project Schedule for Phase I and Phase II consistent with Schedule in **Exhibit B.**
7. Ability of the lead consultant firm to comply with the provisions of the City's standard Contractual Services Agreement, including its insurance provisions. See **Exhibit C.**
8. Site Visit and Pre Proposal Meeting: At 10:00 am, Thursday, October 20, 2011, there will be a voluntary site visit at the Gloria Way Well site and a pre proposal meeting. The site visit will



start at the Gloria Way Well location, which is at the corner of Gloria Way and Bay Road, and then proceed to the Community Room at City Hall at 2415 University Ave., East Palo Alto, CA 94303.

9. All proposals are to be submitted to the Engineering Department by 12:00 p.m. on Friday, November 4, 2011. Submit 10 complete copies of the proposal and 1 Electronic copy of the proposal to Mr. Kamal Fallaha, P.E., City Engineer, City of East Palo Alto, 1960 Tate Street, East Palo Alto, CA 94303, [kfallaha@cityofepa.org](mailto:kfallaha@cityofepa.org), (650) 853-3117. All proposals will remain the property of the City, and the City shall not be subject to any reimbursement costs.

## **SELECTION PROCESS, CRITERIA, and SCHEDULE**

A selection committee will review the proposals and the most highly ranked consultant teams will be asked to attend an oral interview. The interview process will allow the consultant team an opportunity to expand on the information contained in their proposal and to discuss the scope of work and approach for preparing the Plan. After the interview process, a contractual services agreement will be negotiated with the highest ranked consultant team. If an agreement cannot be reached, the City may choose to negotiate with the next highest ranked consultant team. The City is under no obligation to enter into a contract with any of the firms that submit a proposal.

The proposals will be evaluated based on the following general criteria:

1. *Technical Competence:* Technical competence to perform the work specified in this Proposal. Factors to be considered include, but may not be limited to: breadth and depth of experience of the consultant team with similar projects and developments issues; the expertise, experience, and project management skills of key personnel; community workshop experience; and the quality, originality, and comprehensiveness of work products.
2. *Record of Past Performance:* Past record of performance as determined from all available information, including direct communication by City staff with the supplied references. Factors to be considered include but may not be limited to: excellence of work products; innovation and creativity; effective communication and coordination with client and consultant team; cost control and efficiency; and completion of tasks on schedule.
3. *Responsiveness to the RFP:* Providing a complete response to the RFP.
4. *Budget:* Provide a budget consistent with the scope of work and the Budget in **Exhibit A**. The budget should include all applicable fees and charges, the hourly rates of staff, estimated hours per staff, and subcontractor expenses. The prices in the budget should be valid for no fewer than 6 months beginning December 2011.
5. *Approach to Work:* Proposed methods and techniques for accomplishing the scope of work described in this RFP. Factors to be considered include, but may not be limited to: methodology to accomplish project tasks and project management approach.

6. *Capability to Meet Schedule*: Capability under current workload to perform the work within the project schedule. Factors to be considered include but may not be limited to: size of staff assigned to the project and availability of staff.

A panel of City staff will evaluate the Proposals based on criteria mentioned above. The highest ranked consultants will be invited to interviews in November 2011. The tentative schedule for selection of the consultant team is as follows:

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City Engineer  
City of East Palo Alto  
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Exhibit A: Budget

Exhibit B: Schedule

Exhibit C: Standard City Contract

Exhibit D: DBE Requirements



## Exhibit A: Budget

**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
			Total Hours			Total Hours					Sub Markup (Add % HERE) 10%		TOTAL \$\$
Staff Name and Title	Staff 1	Staff 2		Staff 1	Staff 2		ITEM	COST	Prime Labor	Subconsul tants		Expenses	
Hourly Rate	\$100	\$100		\$100	\$100								
	HRS	HRS		HRS	HRS								
<b>Task 1 – Summarize existing planning and geotechnical (water basin) conditions</b>													
1. Kick Off/Project Initiation Meeting	5		5	5		5	Mileage	\$100					
2. Summarize existing conditions and estimated demand and supply			0			0							
<b>Optional</b>			0			0							
<b>Subtotal Hours</b>	5		5	5		5							
<b>Subtotal Cost</b>	\$500			\$500				\$100	\$500	\$500	\$50	\$100	\$1,150
<b>Task 2 – Ground Water Model</b>													
1. Create a groundwater model to support analysis of Project A or Project B.													
2. Determine if a test Boring for Project B is warranted													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													

**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
			Total Hours			Total Hours			Prime Labor	Subconsul tants	Sub Markup (Add % HERE) 10%	Expenses	TOTAL \$\$
Staff Name and Title	Staff 1	Staff 2		Staff 1	Staff 2		ITEM	COST					
Hourly Rate	\$100	\$100		\$100	\$100								
	HRS	HRS		HRS	HRS								
<b>Task 3 – Analyze Project A: Gloria Way Well Rehabilitation.</b>													
1. Prepare a Well Investigation Well Investigation													
2. Identify Hydraulic performance and capacity													
3. Test Water Quality													
4. Identify risk of saltwater intrusion or subsidence													
5. Recommend treatment methodology													
6. Provide preliminary Design for well, treatment methodology, and required distribution													
7. Provide capital and operating budget													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													



**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
	Staff 1	Staff 2	Total Hours	Staff 1	Staff 2	Total Hours	ITEM	COST	Prime Labor	Subconsul tants	Sub Markup (Add % HERE) 10%	Expenses	TOTAL \$\$
Staff Name and Title													
Hourly Rate	\$100	\$100		\$100	\$100								
	HRS	HRS		HRS	HRS								
<b>Task 4 – Analyze Project B: Gloria Way Well Expansion.</b>													
1. If warranted by Task 2, test boring													
2. Add as an Optional Item a monitoring well.													
3. Identify Hydraulic performance and capacity													
4. Test Water Quality													
5. Identify risk of saltwater intrusion or subsidence													
6. Recommend treatment methodology													
7. Provide preliminary Design for well, treatment methodology, and required distribution													
8. Provide capital and operating budget													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													

**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
	Staff 1	Staff 2	Total Hours	Staff 1	Staff 2	Total Hours	ITEM	COST	Prime Labor	Subconsul- tants	Sub Markup (Add % HERE) 10%	Expenses	TOTAL \$\$
<b>Staff Name and Title</b>													
<b>Hourly Rate</b>	\$100	\$100		\$100	\$100								
	HRS	HRS		HRS	HRS								
<b>Task 5 – Recommend Project A: Gloria Way Well Rehabilitation; or Project B: Gloria Way Well Expansion.</b>													
1. Recommendation for Project A or Project B													
2. Provide feasible phasing options for construction.													
3. Provide Schedule													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													
<b>Task 6– Overview of Governance, Management Options, Funding Sources and Recommendations of Governance and Management Option</b>													
1. Groundwater Management Program – Recommendations													
2. City Governance Issues-													
3. Recommend Governance and Management structure for City.													
4. Identify sources of funding for both capital and operating and maintenance costs.													
5. Create a matrix with Permits and regulatory requirements													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													

**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
	Staff 1	Staff 2	Total Hours	Staff 1	Staff 2	Total Hours	ITEM	COST	Prime Labor	Subconsul tants	Sub Markup (Add % HERE) 10%	Expenses	TOTAL \$\$
Staff Name and Title													
Hourly Rate	\$100	\$100		\$100	\$100								
	HRS	HRS		HRS	HRS								
<b>Task 7 – Identify other potential freshwater groundwater and shallow brackish groundwater well sites in EPA</b>													
1. Determine where potential future Freshwater or Brackish Wells could be located.													
2. To extent possible, identify Hydraulic performance and capacity													
3. To extent possible, test Water Quality													
9. To extent possible, identify risk of saltwater intrusion or subsidence													
10. Recommend treatment methodology.													
11. Provide preliminary Design for well, treatment methodology, and required distribution													
4. To extent possible, provide capital and annual operating budget													
5. Identify potential to use additional wells for emergency supply.													
6. Identify project schedules.													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													



**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
	Staff 1	Staff 2	Total Hours	Staff 1	Staff 2	Total Hours	ITEM	COST	Prime Labor	Subconsul tants	Sub Markup (Add % HERE) 10%	Expenses	TOTAL \$\$
<b>Staff Name and Title</b>													
<b>Hourly Rate</b>	<b>\$100</b>	<b>\$100</b>		<b>\$100</b>	<b>\$100</b>								
	<b>HRS</b>	<b>HRS</b>		<b>HRS</b>	<b>HRS</b>								
<b>Task 8 – Overview of need for Emergency Storage</b>													
1. Overview of need for emergency storage.													
2. Describe options for emergency storage													
3. Recommend locations for the location of emergency water supply.													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													
<b>Task 9 Key Deliverables</b>													
1. Administrative Draft Report for Tasks 1-10													
2. Public Draft Report for Tasks 1-10													
3. Public Final Report for Tasks 1-10													
4. Two Public Presentations at City Council													
5. Attendance at 4 working meetings with Staff													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													

**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
	Staff 1	Staff 2	Total Hours	Staff 1	Staff 2	Total Hours	ITEM	COST	Prime Labor	Subconsul tants	Sub Markup (Add % HERE) 10%	Expenses	TOTAL \$\$
Staff Name and Title													
Hourly Rate	\$100	\$100		\$100	\$100								
	HRS	HRS		HRS	HRS								
<b>OPTIONAL Task 10 – Gloria Way Well Recommended Project CEQA/NEPA &amp; Regulatory Permits</b>													
1. Prepare CEQA/NEPA Analysis													
2. Prepare and submit required Regulatory Permits and Applications.													
3. Attendance at 2 Planning Commission and 2 City Council meetings and 4 working meetings with staff.													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													
<b>TOTAL Phase I</b>													
<b>TOTAL HOURS</b>													
<b>TOTAL COSTS</b>	\$500	\$0		\$500	\$0	\$0	\$0	\$100	\$500	\$500	\$50	\$100	\$1,150
<b>Total Labor Budget Per Firm</b>													

**Gloria Well RFP Budget**

	Prime Consultant (Note if DBE/MBE)			SubConsultant (Note if DBE/MBE)			EXPENSES		Budget \$\$\$				
	Staff 1	Staff 2	Total Hours	Staff 1	Staff 2	Total Hours	ITEM	COST	Prime Labor	Subconsul tants	Sub Markup (Add % HERE) 10%	Expenses	TOTAL \$\$
Staff Name and Title													
Hourly Rate	\$100	\$100		\$100	\$100								
	HRS	HRS		HRS	HRS								
<b>Optional Task 11– Gloria Way Well Recommended Project Construction Documents (Assume a well at 700 gpm and a treatment facility for 1,000 gpm)</b>													
1. 50% Design Documents and Specifications													
2. 95% Construction Design Documents and Specifications													
3. 100% Design Documents													
4. Construction Bid Package and Specifications and Engineers Cost estimate for Construction Documents													
5. Assist with Construction Bidding process													
6. Attendance at 3 working meetings with staff.													
<b>Optional</b>													
<b>Subtotal Hours</b>													
<b>Subtotal Cost</b>													
<b>TOTAL PHASE II</b>													
<b>TOTAL HOURS</b>													
<b>TOTAL COSTS</b>													
<b>Total Labor Budget Per Firm</b>													
<b>TOTAL PHASE I &amp; II</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100</b>	<b>\$500</b>	<b>\$500</b>	<b>\$50</b>	<b>\$100</b>	<b>\$1,150</b>



## Exhibit B: Schedule

## Exhibit B: GLORIA WELL SCHEDULE

	Mnth	Oc	No	De	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oc	No	De	Jan	Feb
<b>Consultant Selection</b>																		
Issue RFP	1	X																
Review RFP, Interview and select consultant, and negotiate scope and contract.	1		X															
<b>Award contact and issue notice to proceed.</b>	<b>Dec 6th</b>			*														
<b>Phase I</b>																		
Task 1 – Summarize existing planning and geotechnical (water basin) conditions	1			X														
Task 2 – Ground Water Model	2			X	X													
Task 3 – Analyze Project A: Gloria Well Rehabilitation.	3			X	X	X												
Task 4 – Analyze Project B: Gloria Well Expansion.	3			X	X	X												
Task 5 – Recommend Project A: or Project B:	4			X	X	X	X											
Task 6– Overview of Reg. Req. & Governance and Management Options	3			X	X	X												
Task 7– Identify other potential freshwater and shallow brackish groundwater well sites	3			X	X	X												
Task 8 – Overview of need for Emergency Storage	3			X	X	X												
Task 9 – Report (Admin Draft, Draft, and Final)	4			X	X	X	X											
<b>Phase II</b>																		
Task 10 – Gloria Well Recommended Project CEQA/NEPA & Reg Permits	6						X	X	X	X	X	X						
Task 11 – Gloria Well Recommended Project Construction drawings	7						X	X	X	X	X	X	X					
<b>Phase III Construction Gloria Well</b>																		
Request Construction Bids	1												X					
Award Bid	2													X	X			
Construction	3															X	X	X

## Exhibit C: Standard City Contract Language



**AGREEMENT BETWEEN THE CITY OF EAST PALO ALTO AND  
\_\_\_\_\_ FOR [INSERT TYPE OF SERVICES]  
\_\_\_\_\_ SERVICES**

This Agreement is entered into \_\_\_\_\_, 2010, by and between the CITY OF EAST PALO ALTO ("CITY" herein), a Municipal Corporation, and \_\_\_\_\_, a corporation (hereinafter "CONTRACTOR").

**RECITALS**

A. The CITY has determined it is necessary to \_\_\_\_\_, hereinafter referred to as the "PROJECT".

B. The requirements of devising the PROJECT are more efficiently satisfied by the CITY'S retention of a contractor.

C. The CITY has determined that the CONTRACTOR possesses such specialized professional skill and ability, and the CITY has approved the selection of the CONTRACTOR.

D. The CITY will pay all costs associated with the \_\_\_\_\_, in an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SCOPE OF ENGAGEMENT:** CONTRACTOR shall perform in a professional manner the services as detailed in EXHIBIT A and incorporated herein by reference as if fully set forth as part of this Agreement.
2. **CONTRACT PERIOD:** This Agreement shall be in full force and effect until completion of the project, unless terminated according to Section 17 of this Agreement.
3. **SCHEDULE OF PERFORMANCE:** CONTRACTOR acknowledges that time is an important element in this Agreement, and CONTRACTOR agrees to complete the PROJECT prior to June 30, 2011. If CONTRACTOR is unable to procure necessary information from the CITY in order to meet the schedule, CONTRACTOR shall immediately notify the CITY, and the CITY and CONTRACTOR shall agree to a new deadline for the completion of CONTRACTOR'S work.

4. COMPENSATION AND PAYMENT: The agreement between CONTRACTOR and the CITY shall not exceed \$ \_\_\_\_\_. Payments to CONTRACTOR by the CITY shall be made within sixty (60) days after receipt by the CITY of CONTRACTOR'S itemized invoice.

As each payment is due, CONTRACTOR shall submit an itemized invoice to CITY describing the services performed. This invoice shall include, at a minimum, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

CONTRACTOR'S fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, reimbursable expenses and supplies, materials, and equipment, and services incurred by CONTRACTOR and used in carrying out or completing the work.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the CONTRACTOR'S relevant records pertaining to the charges.

5. INDEPENDENT CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. It is understood and agreed that this agreement is not a contract of employment in the sense that the relationship of master and servant exists between the CITY and undersigned. At all times, CONTRACTOR shall be deemed to be an independent contractor and CONTRACTOR is not authorized to bind the CITY to any contracts or other obligations in executing the Agreement. CONTRACTOR is not to be considered an agent or employee of the CITY, and is not entitled to participate in a pension plan, insurance, bonus or similar benefits the City of East Palo Alto provides. CONTRACTOR will determine the method, details and means of performing the services described in EXHIBIT A.
6. ASSIGNMENT/DELEGATION: The parties agree that the expertise and experience of CONTRACTOR and any subcontractors are material considerations for this Agreement. CONTRACTOR shall not assign or transfer any rights, duties, obligations or interest in this Agreement nor the performance of any of CONTRACTOR'S obligations hereunder, without the prior written consent of the City Manager, and any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect and a breach of this Agreement. Consent to any single



assignment or transfer shall not constitute consent to any further assignment or transfer.

7. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by the CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from the CITY.
8. OBLIGATION TO DISCLOSE MATERIAL INFORMATION: If the PROJECT is a public project requiring CONTRACTOR'S services as a design professional and/or project manager, CONTRACTOR shall provide the typical information found in public work bid sets that meets the industry standard of care. The indemnification provisions and the insurance requirements set forth in Sections 10 and 11, and Exhibit C, shall apply if the CITY receives a contractor claim for increased cost of performance due to CONTRACTOR'S failure to disclose material information.
9. PROPRIETARY OR CONFIDENTIAL INFORMATION: CONTRACTOR understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by the CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CITY. CONTRACTOR agrees that all information disclosed by the CITY to CONTRACTOR shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential data.
10. INDEMNIFICATION
  - 10.1 ☐ **Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.** To the fullest extent permitted by law, CONTRACTOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its councilmembers, officers, employees and agents (each an "Indemnified Party") from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorneys fees, experts fees, court costs and disbursements) or liability (collectively called

"Actions") of any nature, including death or injury to any person, property damage or any other loss, arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the CONTRACTOR, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of CONTRACTOR'S services by the CITY shall not operate as a waiver of such right of indemnification.

10.1 ☐ **Option B applies to any contractor who does not qualify as a design professional as defined in Civil Code Section 2782.8.]** To the fullest extent permitted by law, CONTRACTOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its councilmembers, officers, employees and agents (each an "Indemnified Party") from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorneys fees, experts fees, court costs and disbursements) or liability (collectively called "Actions") of any nature, including death or injury to any person, property damage or any other loss, resulting from, arising out of or in any manner related to performance or nonperformance by CONTRACTOR, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of CONTRACTOR'S services by the CITY shall not operate as a waiver of such right of indemnification.

10.2 CONTRACTOR acknowledges and agrees that it has an immediate and independent obligation to defend CITY, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to CONTRACTOR by CITY and continues at all times thereafter.

10.3 All of CONTRACTOR'S obligations under this section are intended to apply to the fullest extent permitted.

11. **INSURANCE REQUIREMENTS:** CONTRACTOR agrees to have and maintain the policies set forth in EXHIBIT C entitled "INSURANCE REQUIREMENTS," which is attached and incorporated in this Agreement as if set forth in full. All policies, endorsements, certificates and/or binders shall be subject to approval by the City Attorney. These requirements are subject to amendment or waiver only if so approved in writing by the City Attorney. CONTRACTOR shall not commence work until all insurance required hereunder has been submitted and approved. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

12. INSPECTION AND OWNERSHIP OF WORK: CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years from the date of final payment to CONTRACTOR pursuant to this Agreement. During such period, CITY shall have the right to examine and audit the records and to make transcripts therefrom. CITY shall provide thirty (30) days written notice of its intent to inspect or audit any such records. Copies of such documents shall be provided to the CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for inspection or audit at CONTRACTOR'S address indicated for receipt of notices in this Agreement during CONTRACTOR'S normal business hours. Any CITY'S employee, contractor, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR'S business, or closure of the local office of CONTRACTOR'S business, the CITY may, by written request by the Counsel of the CITY require that custody of the records be given to the CITY and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

Work products of CONTRACTOR for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become and remain the property of CITY without restriction or limitation upon their use. CONTRACTOR shall not release any materials or copies of any materials to any parties other than the City and City staff. The reuse of CONTRACTOR'S work products by CITY for purposes other than intended by this contract shall be at no risk to CONTRACTOR.

13. CONTRACTOR LIABILITY IF AUDITED: CONTRACTOR will assume all financial and statistical information provided to CONTRACTOR by CITY employees or representatives is accurate and complete. CONTRACTOR shall, upon notice of audit, make work papers and other records available to the auditors.

14. COPYRIGHT FOR CONTRACTOR'S PROPRIETARY SOFTWARE: To the extent that the service and/or deliverables provided by CONTRACTOR are generated by CONTRACTOR'S proprietary software, nothing contained herein is intended nor shall it be construed to require CONTRACTOR to provide such software to CITY. CITY agrees that all ownership, including copyright, patents or other intellectual property rights to that software, lie with CONTRACTOR.

Nothing herein shall be construed to entitle CITY to any pre-existing CONTRACTOR materials.

15. CONFLICT OF INTEREST: CONTRACTOR shall at all times avoid conflicts of interest and take reasonable steps to avoid appearances of conflicts of interest in the performance of this Agreement. Without limiting the foregoing, CONTRACTOR, including its officers, employees and subcontractors, specifically covenants that it presently has no interest, and shall not acquire, any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. CONTRACTOR further covenants that no one who has or will have any financial interest under this agreement is an officer or employee of the CITY.
16. NON-DISCRIMINATION & NON-HARASSMENT: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination and nonharassment 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 and incorporated herein by reference as if fully set forth as part of this Agreement.
17. TERMINATION: At any time and without cause, the CITY shall have the right in its sole discretion, to terminate this agreement by giving written notice to the CONTRACTOR. In the event of such termination, the CITY shall pay CONTRACTOR for services rendered to the termination date, but no other form of compensation shall be owed. It is equally understood that CONTRACTOR shall reimburse the CITY for services yet to be rendered. In the event of termination, CONTRACTOR shall deliver to the CITY copies of all reports, documents, computer disks and other work ("Materials") prepared by CONTRACTOR under this Agreement, if any, and upon receipt thereof, the CITY shall pay CONTRACTOR for services performed by CONTRACTOR to the date of termination. If CONTRACTOR'S written work is contained on a hard computer disk drive, in the event of termination, CONTRACTOR shall, in addition to providing a written copy of the information, immediately transfer any and all versions of written work from the hard computer disk drive to a compact disk or digital video disk and deliver the computer-readable materials to the CITY.
18. DIRECTION OF WORK: CONTRACTOR'S analysis and work product shall be performed and completed under the direction of the City Manager and her/his designee.
19. GOVERNING LAW: The law governing this Agreement shall be that of the State of California.

20. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
21. WAIVER: Waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.
22. NOTICES: All notices and other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid and return receipt requested, addressed to the respective parties as follows

To City: City of East Palo Alto  
Attn: \_\_\_\_\_, [INSERT TITLE]  
2415 University Avenue  
East Palo Alto, CA 94303  
Tel. No. (650) 853-\_\_\_\_\_  
Fax No. (650) 853-\_\_\_\_\_  
\_\_\_\_\_@cityofepa.org

To Contractor: \_\_\_\_\_ [INSERT TITLE]  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. No. (\_\_\_\_) \_\_\_\_\_  
Fax No. (\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_@\_\_\_\_\_

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

23. MERGER AND MODIFICATION: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification to this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.



24. SEVERABILITY: Each provision of this Agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever; such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.
25. DISPUTE RESOLUTION: Any dispute or claim in law or equity between the CITY and CONTRACTOR arising out of this agreement, if not resolved by informal negotiation between the parties, shall be submitted to alternate dispute resolution, with each party bearing its own costs and legal fees. Should litigation result, the court shall determine who bears legal fees and costs.
26. CHANGE ORDERS: In no event shall CONTRACTOR be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

In addition to services described in EXHIBIT A, the parties may from time to time agree in writing that CONTRACTOR, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and CONTRACTOR shall agree in writing to any changes in compensation and/or changes in CONTRACTOR'S services prior to the commencement of any work. If CONTRACTOR deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, CONTRACTOR shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the CONTRACTOR in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and CONTRACTOR. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the CONTRACTOR. Such supplemental agreement shall be executed by the CONTRACTOR and the City Manager upon recommendation of the City Engineer.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE HEREBY  
ACKNOWLEDGED AND AGREED TO:

Agreement between the City of East Palo Alto and \_\_\_\_\_ for  
\_\_\_\_\_ Services  
Page 9

**CITY OF EAST PALO ALTO**

**CONTRACTOR**

\_\_\_\_\_  
ML Gordon, CITY MANAGER

\_\_\_\_\_  
[NAME], [TITLE]  
[NAME OF COMPANY]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Valerie J. Armento, INTERIM CITY ATTORNEY

Date: \_\_\_\_\_

EXHIBIT A:

**SCOPE OF SERVICES**

[INSERT SCOPE OF SERVICES HERE]

EXHIBIT B:

**COMPENSATION**

[INSERT TERMS OF COMPENSATION HERE]

**EXHIBIT C: INSURANCE REQUIREMENTS**  
*PLEASE GIVE TO YOUR INSURANCE AGENT*

- A. There shall be a contractual liability endorsement extending the GRANTEE'S coverage to include the contractual liability assumed by the GRANTEE pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 22 of the Agreement, of any pending cancellation of the policy. GRANTEE shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker's Compensation and Employer's Liability Insurance: GRANTEE 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, GRANTEE 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".
2. Liability Insurance:
  - a. Commercial General Liability Insurance: GRANTEE 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 GRANTEE'S operations under this Agreement, whether such operations be by GRANTEE or by any sub-consultant 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 One Million Dollars (\$1,000,000), in aggregate or one Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. GRANTEE shall provide the CITY with



acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.

b. Automobile Liability Insurance: GRANTEE shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage.

3. Professional Liability Insurance (If Applicable): GRANTEE 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 GRANTEE pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

B. **The City of East Palo Alto, its Councilmembers, subsidiary agencies, directors, officers, agents, employees, and servants shall be named as additional insured** on any such policies of comprehensive general and automobile liability insurance, except professional liability and worker's compensation, which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

C. 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.

- D. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

**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



## Exhibit D: DBE Requirements

## **DBE Requirements**

### **Gloria Way Well Water Production Alternatives Analysis & EPA Water Security Feasibility Study**

This is a federally funded project. DBE requirements apply. The proposals will be analyzed based on their good faith efforts to meet the City's DBE goal of 6% (4% Race Neutral, 2% Race Conscious).

**Administrative Conditions for Utilization of DBE Enterprises:** The City advises Bidders that this project is funded in part by U.S. Environmental Protection Agency (EPA) federal grant funds. DBE goals apply to this project:

The City has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project: Disadvantaged Business Enterprise (DBE): 6% (4% Race Neutral, 2% Race Conscious).

- a) Fulfillment of the DBE requirement is based on documented completion of the Good Faith Effort Requirements, not the level of DBE participation proposed/achieved. The Responsive Bidder shall conform with "Good Faith Efforts" to increase DBE awareness of procurement opportunities. Bidder agrees that it will exercise Good Faith Efforts to achieve minimum participation of minority and women-owned enterprises. In particular, in submitting a bid, the bidder shall, in selection of any and all subcontractors and vendors for the procurement equipment, supplies, construction, and services related to the project, at a minimum, undertake the following "Good Faith Effort" steps:
  1. Including small, minority, and women's businesses on solicitation lists;
  2. Assuring that small, minority, and women's businesses are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority and women's businesses;
  4. Establishing delivery schedules, when the requirements of the work permit, which will encourage participation by small, minority, and women's businesses;
  5. Using the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and
  6. Performing all of the above bullets if Bidder/Contractor awards subcontracts.
- b) The Bidder shall submit documentation with the Bid showing that, prior to bid opening, the required Good Faith Effort was made. The required "Bidder DBE Good Faith Efforts Documentation, Exhibit K-1," provided in these Contract Documents, must be completed by Bidder and are considered part of the Bid Proposal.
- c) If the Bidder has rejected or considered as non-responsible or non-responsive any DBE sub-bidder, a complete explanation must be provided to the City.
- d) Using the "Bidder DBE Information, Exhibit K-2" form provided in these Contract Documents, the Bidder must provide evidence of certification by a federal, state, or local government entity for each DBE firm to be utilized.
- e) If additional procurement becomes necessary after the award of the prime contract, good faith efforts shall be applied, and if DBE subcontracts are awarded, completed Exhibits K-1 and K-2 provided in these Contract Documents shall be provided to the City by the prime Contractor within 10 working days following award of each new subcontract.
- f) Any deviation from the information contained on Exhibits K-1 and K-2 provided in these Contract Documents shall not result in a reduction of DBE participation without prior approval of the City.
- g) Failure of the Bidder to perform the six affirmative (Good Faith Effort) steps prior to bid opening and/or to submit Exhibits K-1 and K-2 provided in these Contract Document with their bid will lead to the bid being declared non-responsive by the City. The City will then award the contract to the next low responsive, responsible bidder meeting the requirements of these contract provisions.
- h) DBEs must be certified by either the California Department of Transportation, or by a participating agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of certified DBEs are available from the following sources:

1. 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;
2. 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password;
3. 3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>;

**CITY OF EAST PALO ALTO  
EXHIBIT K**

**BIDDER: DBE GOOD FAITH EFFORTS DOCUMENTATION, EXHIBIT K-1**

The City of East Palo Alto has established DBE goals for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements, or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBE and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## **Bidder- DBE Information, Exhibit K-2**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

CITY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

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

BIDDER'S NAME: \_\_\_\_\_

[illegible]

**For City to Complete:**

City Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

City certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 City Representative \_\_\_\_\_

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed  
Participation

\$ \_\_\_\_\_

%

Signature of Bidder

Date \_\_\_\_\_ (Area Code) Tel. No. \_\_\_\_\_

Person to Contact (Please Type or Print)



**INSTRUCTIONS: BIDDER- DBE INFORMATION**  
**EXHIBIT 2**

**SUCCESSFUL BIDDER:**

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

**IMPORTANT:** Identify **all** DBE firms participating in the project.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE).

Exhibit K-2 must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.