AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND INFRASTRUCTURE ENGINEERING CORPORATION (IEC)

THIS AGREEMENT made and entered into at Menlo Park, California, this 19th day of July, 2016, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and INFRASTRUCTURE ENGINEERING CORPORATION (IEC), hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Emergency Wells 2 & 3 project

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $1,607,450 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

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

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, 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.

D. 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 FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I.C. Murphy
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740

Notices required to be given to FIRST PARTY shall be addressed as follows:

Preston Lewis
Infrastructure Engineering Corporation (IEC)
39221 Paseo Padre Parkway, Suite K
Fremont, CA 94538
510-574-0820

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY 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 9, of any pending cancellation of the policy. FIRST PARTY 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:
   The FIRST PARTY 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, the FIRST PARTY makes the following certification, required by Section 18616 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” (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:
   The FIRST PARTY 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 FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY 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 Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000), in aggregate or Four Million Dollars ($4,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident 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:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the 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.

D. 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.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of July 19, 2016 through Project Completion unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract. Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature

PRESTON LEWIS

Name

01-061-7154

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

City Manager

Title

ATTEST:

Pamela Aguilar, City Clerk, City of Menlo Park

Date
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY 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.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK – EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, 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 FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY 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 FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
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Emergency Wells 2 and 3

TASK 1 – KICK-OFF AND DATA REVIEW

1.1 Kick-Off Meeting
We will attend a kickoff meeting with key IEC team members and City staff. We will prepare (1) draft and (1) final meeting agenda, and will provide (1) draft and (1) final version of meeting minutes for City files.

1.2 Data Review
We will review the following information relative to the project.

- Potential to improve the hydrologic evaluations of the potential well sites using recent information from adjacent parts of the groundwater basin.
- Whether any of the potential sites originally eliminated on hydrogeologic grounds should be incorporated into an updated Tier 2 or 3
- Whether additional sites not previously available should now be included, potentially including new sites as well as Fire Station No. 1

Budget provides for up to (4) meetings (assumed 2 with Public Works staff and 1 each with Planning staff and Menlo Park Fire District staff). We will provide meeting notes for your files; we assume (1) draft and (1) final version of the notes for each meeting.

TASK 2 – WELL SITE RECOMMENDATION

2.1 Update Hydrogeologic Review of Tier 2 & 3 Sites
We will review the existing hydrogeologic ranking of the preferred well sites if needed based on Task 1.2. This subtask will apply up-to-date information to the evaluation of hydrogeologic conditions at each potential site. Specifically, screening and ranking of potential well sites will consider aquifer properties, potential aquifer yield, water quality distribution, and potential for environmental impacts.

2.2 Update Engineering Ranking of Tier 2 & 3 Sites
If needed, we will review the existing engineering screening and ranking for the wellhead facilities at the potential well sites listed in the RFP based on property ownership, operation and maintenance feasibility, construction feasibility, regulatory compliance, system hydraulic considerations, construction feasibility and cost, and potential for community and environmental impacts. The ranking will be updated based on changed conditions and newly identified sites in Task 1.2.

2.3 Community Meetings
We will prepare for, attend, and facilitate (2) community meetings. Meetings will reintroduce the Emergency Water Supply Project, present the results of the updated site screening and ranking, and provide a forum to answer community questions and discuss ways to address community concerns, if any.

We will provide meeting invitation notices, a PowerPoint presentation, and up to (6) large-format display graphics mounted on foamcore or similar. We will also provide meeting signage and sign-in sheets, manage the collection of attendee contact information, and provide meeting notes for City files. For all meeting materials, our base budget assumes (1) draft and (1) final submittal. We assume the content of the two meetings will be the same, so the same materials can be used for both meetings.
Meeting notices and signage will be bilingual in English and Spanish and we will provide Spanish/English interpreter services during the meetings if requested. Our base budget also provides for attendance at (1) 4-hour prep session with City staff, prior to the first meeting; set-up and tear-down at both meeting venues; and limited additional coordination/follow-up by phone and email. We assume that meeting venues will be arranged by City staff and that the City will reproduce and mail the meeting invitations. Additional follow-up meetings with the community can be provided on a time-and-materials cost basis under separate authorization if desired.

2.4 **Recommendation of Sites for Wells 2 & 3 TM**
The preferred sites for Wells 2 and 3 will be identified based on the updated site screening and ranking developed through Tasks 2.1 and 2.2. A Technical Memorandum (TM) will be prepared that documents the updated siting criteria, final site rankings, and public comments, and identifies the selected sites. A map of each well site with a preliminary/proposed exploratory boring location will be included in the TM.

2.5 **Preliminary DDW Contact & Presentation**
We will meet with the State Water Resources Control Board’s Division of Drinking Water (DDW) following confirmation of the preferred sites for Wells 2 and 3. The meeting will be structured to bring DDW staff up to date on the project, present the updated siting process and results, and introduce the top-ranked sites, with the goal of obtaining preliminary buy-in for the preferred sites. We will develop and present a PowerPoint for the meeting—(1) draft and (1) final assumed—and will respond to DDW questions and take input for the DW5AP process. We will also provide large-format layout graphics and a Summary of Municipal Water Well Design Requirements matrix for each site; budget assumes (1) draft and (1) final submittal of each deliverable.

**TASK 3 EXPLORATORY DRILLING**

3.1 **Site Survey**
We will provide a topographic survey at a scale of 1"=20′ for each well site, with a 1-foot contour interval. Survey will include location of existing trees, structures, walkways, fences, roadways, and utility information, invert elevations of storm drains and sanitary sewers; and locations of underground utilities and property lines based upon available agency records and field conditions.

3.2 **Plat & Legal Descriptions (See Optional Services below)**

3.3 **Exploratory Drilling Layout Refinement**
One of the initial tasks will be finalizing the location of the exploratory boring at the selected sites. We propose to meet with City staff at each site, and select the exploratory boring location. Consideration will be given to the location and alignment of the drill rig, mud tank systems, cuttings storage bin, and support vehicles during construction, as well as potential locations of the future production wells.

3.4 **CEQA Notice of Exemption**
This task provides for IEC’s environmental staff to prepare and file a CEQA Notice of Exemption (NOE) for field site evaluations, consistent with Sections 15061–15062 of the state’s CEQA Guidelines. We assume that drilling activities at both sites can be covered under the same notice and that activities will be covered under a Class 6 Categorical Exemption per CEQA Guidelines Section 15306.
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Per Guidelines Section 15062, the NOE is filed after approval of the covered activities. Following the Council authorization of exploratory drilling, we will provide an administrative draft NOE in PDF format, using the current standard State Clearinghouse format, for City staff review. We will revise and finalize the NOE based on (1) round of review comments, and will file it with the County Clerk on behalf of the City.

3.5 Exploratory Drilling Bid Assistance
We will prepare an exploratory drilling bid package (a single package for one boring at each of two sites) for contractor selection. Construction documents for the borings will include maps and written specifications for the drilling method, boring depth and diameter, sampling methodologies, geophysical program, and if optional monitoring wells are installed (see Task 3.4.1B, below), written specifications for well casing and screen, filter pack, and wellhead and vault completion. The bid package will also include requirements/specifications for advance notification to the public (bilingual in English and Spanish), and if needed for work hour limitations, temporary security fencing, and noise control measures.

We will assist City in construction bidding and contractor selection, including interfacing with drillers during the open bid process. We will assist the City in reviewing drilling contractor bids and advise the City in evaluating and rating drilling proposals.

3.6 Exploratory Drilling Construction Budget and Construction Support
We will provide construction support for drilling (1) deep exploratory boring (and as an option, installing a test well) at each selected site. We anticipate that the borings will be drilled to a total depth of approximately 500 or 600 feet below ground surface using the mud rotary method.

Aquifer core samples will be collected at regular intervals and lithologic logs will be prepared. The core samples will be retained for grain size analysis in order to optimize the well screen and gravel pack specifications for the full-scale wells. The borehole will be geophysically logged using downhole electrical (spontaneous potential and resistivity) methods. These methods measure the electrical characteristics of the aquifer and aquitard zones and provide very detailed hydrogeologic information regarding the presence and properties of potential deep aquifer zones along with some information on the distribution of water quality with depth.

After evaluation of the geologic and geophysical data, specifications (casing and screen depths and intervals) for Wells 2 and 3 will be developed.

3.7 Drilling Investigation Report
We will prepare an Exploratory Drilling Investigation Report. The report will document the boring installation, lithologic and geophysical logging, and the hydrogeologic conditions encountered at each site. If the City elects to install monitoring wells in the borings then pumping and water quality sampling results will also be documented and evaluated with respect to potential future well treatment requirements and operational parameters. Estimates of the potential pumping rates of a larger-diameter and production well will be provided. Recommendations will be made for next steps in constructing a full-scale production well at each site, and a preliminary design for a production well will be provided. We will deliver (1) draft and (1) final report in PDF format.
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3.8 Monitoring Wells and Testing (See Optional Services below)

3.9 Depth Discrete Flow and Water Quality Testing (See Optional Services below)

3.10 Biologist Support for Drilling Adjacent to Sensitive Habitat (See Optional Services below)

3.11 Council Presentation
We will prepare and deliver a PowerPoint presentation—(1) draft and (1) final assumed—for City Council documenting the updated site screening/ranking, discussing the exploratory drilling investigation program and results, identifying the recommended sites for Wells 2 and 3, and recommending next steps. We will attend (1) City Council meeting to make the presentation and assist City staff in responding to questions.

TASK 4 DWSAP/PERMIT

This task consists of the preparation of the Drinking Water Source Assessment (DWSAP) and related coordination with DDW for each well site. Preparing the DWSAP will include the following activities.

4.1 Preliminary DWSAP
- Data collection and review – We assume that we have already reviewed much of the relevant information, but for completeness will formally request information per DWSAP guidelines from the City and review the available reports, surveys, studies, and test results, which characterize existing conditions and the proposed facilities
- Preparation of a draft preliminary DWSAP for City review – IEC will prepare the draft report for City review. Included in this task is an inventory of potential contaminant activities using available database searches by Environmental Data Resources, Inc.
- Submittal of Preliminary DWSAP – we will revise our DWSAP approach based on City review and DDW comments on our presentation, and will submit a Preliminary DWSAP to DDW. We will also provide PDF and hardcopies of the DWSAP to the City and DDW upon request. We assume (1) Preliminary DWSAP submittal and (1) follow up submittal if more information is requested by DDW.

4.2 Final DWSAP
- Submittal of Final DWSAP – Following well construction, we will finalize the DWSAP per the as-built conditions and resubmit to DDW. We assume (1) Final DWSAP submittal and (1) follow up submittal if more information is requested by DDW.

4.3 Amend Drinking Water Permit
- Amendment to City’s existing Drinking Water Permit – Following completion of the wellhead and associated facilities, we will assist the City with amendments to the existing permit to cover the addition of the new water source. This will entail completing the Permit Amendment forms, and compiling water quality test results and submitting them to DDW on the City’s behalf, and coordinating the permit amendment process with the DDW. We assume (1) Drinking Water Permit submittal and (1) follow up submittal if requested by DDW.
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Deliverables:
• Draft and final DWSAP for both wells (2 iterations each)
• Amended Drinking Water Permits for both wells (2 iterations)

TASK 5 PLANNING SUBMITTAL & ENVIRONMENTAL DOCUMENTATION

5.1 Develop and Submit Planning Submittal
We will prepare and submit the documentation needed to obtain Planning approvals (assumed limited to Generator Permit and Planning Application) for Wells 2 and 3. We assume that separate submittal packages will be needed for each well, but that meetings can be combined to address both wells. Our base budget provides for the following activities and deliverables.

• Pre-submittal meeting with Planning staff
• Administrative draft Planning submittal packages for Wells 2 and 3, for review by Public Works staff
• Revisions in response to (1) round of Public Works staff comments
• Submittal-ready packages for Wells 2 and 3; in-person submittal via Planning Counter
• Up to (2) rounds of revision in response to Planning staff comments; revisions assumed to be moderate at the first iteration and minor at the second iteration
• Attendance at (1) Planning Commission hearing
• Coordination with Planning and Public Works staff throughout the process, up to the level of effort reflected in our base budget

For each well site, the plan set developed for the Planning Submittal will include the following drawings:

• Title Sheet and Drawing Index
• Site Plan, showing parcel and site features and proposed improvements, existing trees and trees to be removed
• Area Plan, showing adjacent parcels and land use, zoning, and existing trees and trees to be removed
• Landscape Concept Plan, showing proposed landscape improvements with proposed facilities shown screened back
• Landscape Palette showing proposed plant palette, fencing, and other images as deemed pertinent to City Council and Planning Commission presentation
• Visual Simulations (2), showing before and after photo simulations of the well site from (2) different points of view
• Material Sheet including sample photos of proposed materials
• Emergency Generator Sheet, including catalog information and anticipated dimensions and rating of generator
• Preliminary Civil and Mechanical Sheets, showing preliminary site improvements and facilities
• Tree Disposition and Protection Plan, showing existing trees (size, species, condition, heritage status) and proposed removals and tree protection requirements
• Landscape and Irrigation Plans, showing proposed landscaping and irrigation details
5.2 Prepare Environmental Documents

We will prepare the project CEQA document (assumed to be an IS/MND) and supporting technical reports and assist the City with circulation and the related noticing required by CEQA and the state's CEQA Guidelines. Our base budget assumes that Well 2 and Well 3 will be analyzed in the same CEQA document.

Our base budget provides for the following activities and deliverables.

- **CEQA Start-Up.** Conduct kick-off meeting with Public Works and Planning staff to finalize CEQA approach. **Deliverables:** (1) draft and (1) final meeting agenda

- **Administrative Draft IS and Proposed MND.** Prepare technical reports: groundwater hydrology/well operations, biological resources, cultural resources. For biological resources, technical study will include regulatory database searches and pedestrian reconnaissance survey by qualified staff; we assume that no protocol survey or jurisdictional habitat delineation will be needed. For cultural resources, our base scope provides for a records search, pedestrian survey where warranted in the judgment of qualified archaeological staff, and risk assessment. Subsurface testing is not included but can be provided under separate scope and budget authorization if warranted. For groundwater impact analysis, technical study will be developed analyze that operation of the emergency supply wells and determine the impacts with respect to groundwater basin overdraft, land subsidence, or seawater intrusion. In order to determine the impacts from short-term operations including groundwater drawdown and recovery over time, they will be estimated using a MODFLOW groundwater model. These analyses will show that the effects of short-term well operations on groundwater levels. Technical reports will be presented as appendices to the administrative draft IS and will be subject to the same revision cycle. **Prepare administrative draft IS and proposed MND** consistent with all requirements of CEQA, the state’s CEQA Guidelines, and City format preferences. Administrative draft will be delivered first: for Public Works review, will be revised based on (1) round of Public Works staff input, and will then be delivered for Planning review. Following each review, meet with City staff to discuss the draft, receive feedback, and identify needed revisions needed. **Deliverables:** administrative Draft IS/MND, including technical report appendices (5 bound hard copies and corresponding Word files at each iteration)

- **Screencheck and Public Review IS/MND; IS/MND circulation.** Based on (1) round of Planning review comments, revise administrative draft IS/MND and technical reports; deliver screencheck IS, allowing City reviewers to verify that all changes have been incorporated appropriately. Make final editorial changes (assumed limited to minor copyediting items) based on (1) round of City (Public Works and Planning) review. Reproduce public/agency review IS/MND for City submittal to State Clearinghouse, and provide Notice of Completion for City use. IS/MND filing and noticing assumed to be conducted by Planning. **Deliverables:** screencheck public review IS/MND (PDF format), public review IS/MND (up to 25 bound hard copies and 1 CD copy); (1) draft and (1) revised Notice of Completion for submittal to State Clearinghouse
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- **Consideration of Comments.** Following close of IS review period, attend up to (2) meetings with Public Works and Planning staff to discuss comments and develop response approaches. At City’s direction, prepare concise *Comments and Responses* technical memorandum that itemizes the comments received and provides brief but thorough consideration/response for each comment. Memorandum will be delivered first for Public Works review, will be revised based on (1) round of Public Works staff input, and will then be delivered for Planning review. Revise *Comments and Responses* memorandum based on (1) round of Planning review comments and provide a final version for City administrative record. *Deliverables: Draft Comments and Responses memorandum (2 iterations, Word format), Final Comments and Responses memorandum (PDF format; up to 3 hard copies if requested)*

- **MMRP, Final MND, NOD, and Filing.** Deliver draft Mitigation Monitoring and Reporting Plan (MMRP) for City review. MMRP will be delivered first for Public Works review, will be revised based on (1) round of Public Works staff input, and will then be delivered for Planning review. Revise MMRP based on (1) round of Planning review comments and provide a final version for City use. Prepare draft and final MND and Notice of Determination (NOD); both forms assumed to be reviewed in parallel by Public Works and Planning, and revised in response to (1) round of City review. Assist with MND adoption; attend City Council meetings to present IS findings, discuss public/agency comments and City responses, and assist City staff in responding to questions related to project and environmental analysis CEQA compliance. NOD filing assumed to be handled by Planning staff. *Deliverables: draft MMRP (2 iterations, Word format), final MMRP (PDF format), final MND form (PDF format), draft and revised NOD (PDF format)*

**TASK 6 WELL CONSTRUCTION PS&E**

**6.1 50% PS&E Submittal**

We will provide requirements and specifications related to the production well construction methods, well materials, depth and diameter details. Well specifications will include well casing and screen diameter, depth, casing, screen, filter pack, and seal materials and depth intervals, screen slot size, filter pack and annular seal materials, silt trap, centralizers, and well tubing. Up to (6) core samples from the exploratory borings will be analyzed for grain size distributions, and used to optimize screen aperture and filter pack specifications. Depth intervals for well screen, filter pack, and seals will be carefully evaluated in order to provide a design that maximizes yield and water quality. Core samples from the exploratory borings will be analyzed for grain size distribution in order to optimize screen aperture size and filter pack gradation.

We will also prepare specifications for well pump and control systems, including pump type and model, pump control system, water level sensors (if used), downhole lift pipe, access ports, and well head completion.

Plans will include title sheet, construction site plan, construction drilling management plan with equipment and material staging and storage area(s) delineated, well development and pump-testing plan and discharge permits, water quality testing program, temporary parking areas, traffic control plan,
erosion control plan, and if needed, a Storm Water Pollution Prevention Plan (SWPPP) and noise mitigation requirements.

6.2 90% PS&E Submittal
Based upon the approved Preliminary design, we will incorporate City comments, further develop the design documents, and submit the 90% PS&E. The plans, specifications, and cost estimate will be delivered in PDF and also hardcopies, if requested by City (up to 5 copies each).

6.3 100% PS&E Submittal
Based upon the approved 90% design, we will incorporate City comments, further develop the design documents, and submit the 100% PS&E. The plans, specifications, and cost estimate will be delivered in PDF and also hardcopies, if requested by City (up to 5 copies each).

This task also includes submittal of separate Bid Packages with final construction documents prepared for each well site. Construction documents for the wells will include engineering drawings and written specifications for the well casing and screen, filter pack, seal, tubing, access ports, gravel-fill tube, access ports, well head and vault completion. Performance specifications including well plumb and turbidity will be included in the construction specifications. Additional project requirements for work hours and schedule, sound suppression, and site management will be included in the bid package.

Deliverables:
- 50%, 90%, and 100% PS&E for both wells (separate packages for each well site)
- Summary of permits obtained for both wells

TASK 7 WELL DRILLING CONSTRUCTION PHASE SERVICES

7.1 Bid Phase Services
We will assist the City in construction bidding and contractor selection, including interfacing with water well drillers during the open bid process. We will assist the City in reviewing drilling contractor bids and well construction materials, and advise the City in evaluating and rating drilling proposals.

7.2 Construction Phase Services
A California Professional Geologist and Certified Hydrogeologist will conduct up to (6) on-site visits during construction, and review field procedures, progress, and final well completions. If requested, we can also provide prepare a scope and budget for complete construction management/supervision of the well drilling contractor and have a Professional Geologist on-site during all phases of drilling and construction. Costs for these additional oversight services are not include in our fee estimate, but can be provided for separate authorization after review of driller bids.

7.3 Post-Construction Water Quality and Well Testing and Results
We will provide construction support services to ensure that the well construction phase is completed in compliance with contract documents. We will prepare construction reports following each site visit. We will review contractor pay requests, daily work logs, requests for information from the contractor, and punch list items; assist with contract change orders; and compile final construction documents. We will
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also provide post-construction services, including as-built drawings and final recommendations for well pump specification.

After installation and performance testing of the well pump, a groundwater sample will be obtained from each new well, and submitted to an analytical laboratory. The composite sample will be analyzed for a full Title 22 water quality suite of analyses, including general physical parameters, pH, general minerals, other inorganics/metals, organic compounds including volatiles, semi-volatiles, pesticides, and dioxins, radioisotopes, and additional substances.

A (1) preliminary composite sample may also be collected from each well after well development but prior to the pumping tests, in compliance with RWQCB water discharge permit requirements.

In addition to evaluating the water quality data for overall compliance with drinking water standards and the distributions of general minerals, iron, and manganese with depth we will also apply geochemical evaluation and fingerprinting methods in order to identify different groundwater sources. These will include water source analyses, which can be used to fingerprint the groundwater sources, such as Bay water, San Francisquito Creek water, and local marine clay aquitards. We will provide as-built drawings of the well, and a TM will be prepared documenting the water quality sampling and results.

Deliverables:

- Separate bid documents for both wells
- Construction reports, contract change orders, as-built drawings, and final recommendations for well pump specification
- Hydrogeologic analysis, water well design, and construction support
- As-built drawings
- Summary of well water testing results and findings

**TASK 8 WELLHEAD FACILITY PS&E**

8.1 50% PS&E Submittal (Wellhead Facilities Preliminary Design Report (PDR) and 50% Plans)

We will prepare a Preliminary Design Report (PDR) that provides the basis of design for the wellhead facilities. Our base cost assumes that the design will include civil site improvements, mechanical wellhead facilities, chemical disinfection, new electrical service, connection to the existing storm drain for well discharge, connection to existing potable water facilities, a hydropneumatic tank, an emergency backup generator, instrumentation and controls, and landscaping.

The PDR will evaluate up to three (3) preliminary facility layout alternatives for each of (2) well sites, and will identify equipment size, determine regulatory requirements, and establish design criteria.

We propose to prepare the PDR as a series of technical memoranda (TM) to be reviewed individually by the City as they are completed. We assume one draft and one final version of each TM:

- TM 1: Basis of Design/Design Criteria/Regulatory Requirements
- TM 2: Emergency Power Supply
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- TM 3: Treatment System(s)
- TM 4: Concept Facility Layouts
- TM 5: Water System Hydraulic Analysis and Operational Settings
- TM 6: Preliminary Construction Cost Estimate
- TM 7: Construction Schedule

Input from the sub-disciplines of Landscape Architecture and Electrical & Control will be integrated into the PDR as appropriate.

Based upon the PDR, we will incorporate City comments and develop the design documents and submit the 50% Plans, Specifications, and Cost Estimate (PS&E). We will include catalog cuts for key components of the proposed materials, equipment, and products to be specified, as well as supporting engineering calculations.

8.2 90% PS&E Submittal
Based upon the PDR and 50% plans, we will incorporate City comments, further develop the design documents, and submit the 90% PS&E. We will include catalog cuts of proposed materials, equipment, and products to be specified, as well as supporting engineering calculations.

8.3 100% PS&E Submittal
We will incorporate City design review comments from the 90% submittal and advance the PS&E to the 100% complete stage. In addition to the 100% level PS&E a final design report will be submitted, containing engineering calculations, catalog cuts of specified materials, products and equipment, and other miscellaneous technical data. A Final Submittal will also be delivered under this task, incorporating final City comments. We anticipate that the Final drawing package will include the following sheet counts for each of the two well sites:

- Title and General – (3)
- Civil – (6)
- Mechanical – (4)
- Electrical – (6)
- Instrumentation – (3)
- Landscape Architecture – (5)

8.4 Electrical & Instrumentation
Design and engineering construction support services for electrical and instrumentation will be provided throughout the project by JSP Automation, who will perform these duties as a subconsultant to IEC. JSP Automation will provide professional engineering services for well pump station electrical, instrumentation and control system upgrades contained within the RFP. JSP’s services will include predesign and design documents as indicated to be completed for the bid and construction of two well pumping facilities.

Pump Station Electrical and Control System Engineering:
JSP will provide Electrical, Instrumentation and Control System design services to address the electrical distribution, standby generator, motor control center and monitoring and control system requirements for the pump station electrical and control system upgrade. Services will include:
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- Single Line Diagram
- Electrical Equipment Elevation Diagrams
- Conduit Development Plans
- P&ID for Instrumentation and Control
- PLC and Control System Wiring Diagrams
- Installation Details

JSP will evaluate the existing SCADA system to establish the interface requirements for SCADA monitoring and control of the pump station utilizing the latest proven technology and City standards for PLC based SCADA monitoring and control. The control systems will include associated instrumentation to provide for full automatic control with advanced data monitoring to optimize pump station control, alarm notification and enhanced diagnostics for maintenance.

JSP will consider all types of motor control systems including Variable Frequency Drives, Reduced Voltage and Across the Line starting to provide for optimized motor control.

JSP will provide electrical engineering services for the installation of lighting, equipment power distribution and control equipment interfacing. Electrical design will include power diagrams, conduit schedules and installation details.

JSP will provide general electrical coordination with the local power utility to provide for service entrance requirements. JSP will provide load calculations, single line diagram, equipment elevations and secondary connection requirements for connection to a local utility service connection.

8.5 Landscape Architecture
Our landscape architecture subconsultant, Callander Associates will provide the following design services:

- **50% Submittal:** Develop landscape plans for each facility to a 50% level of completion. Submit one (1) hard copy and one
  (1) electronic copy on disk of all deliverables noted below:

  - *Irrigation plan:* with equipment layout, water and electrical services, notes and legend, 1”=20’, 1 sheet – coordinate with your electrical engineer for provision of electrical service to controller
  
  - *Planting plan:* plants located and types identified, with planting notes, plant list and plan legend, 1”=20”, 1 sheet
  
  - *Detail sheets:* planting and irrigation details as warranted to facilitate construction, various scales, total of up to 2 sheets
  
  - *Technical specifications:* technical specifications for all work shown including soil preparation, planting, irrigation and landscape maintenance; specifications to be prepared in CSI format
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- Estimate of Probable Construction Costs formatted to match City bid form

- **90% Submittal**: Incorporate comments on the 50% submittal develop landscape plans to a 90% level of completion.

- **Final Design Submittal**: Incorporate comments on 90% submittal proceed to refine documents to a 100% level of completion. Final documents to include all items noted in 90% submittal.

8.6 **Geotechnical Report**
We propose the following scope of work for Geotechnical Investigation
- perform a review of any available existing geotechnical data relevant to the project
- perform one boring to a maximum depth of 30 feet or until competent material at the Well site.
- contact Underground Surface Alert at least 48 hours prior to any excavation to identify and locate utilities within the immediate area of our proposed exploration locations.
- obtain soil samples during our explorations and perform lab testing including shear strength and index testing to better characterize the subsurface soil.
- summarize our findings in a report which will discuss observed site conditions, results of our laboratory test data, foundation recommendations, and 2013 California Building Code seismic parameters.

8.7 **Building Design (See Optional Services below)**

**TASK 9 WELLHEAD FACILITY CONSTRUCTION PHASE SERVICES**

9.1 **Bid Phase Services**
We will provide Bid Phase Services comprising response to potential bidder questions; facilitation of a prebid meeting; and assistance with bid evaluation. We assume 4 RFI’s and 5 bid package reviews for completeness. We do not include reference checks for bidders.

9.2 **Construction Phase Services**
Engineering Construction Support Services will include the following items of work for each Bid Package:

- Receive, log and process Requests for Information (RFIs); we assume ten (10) RFI’s for the purposes of this proposal
- Receive, log and process to Contractor Submittals; we assume twenty (20) Submittals (with one initial and one re-submittal each)
- Attend a Preconstruction Conference
- Provide design clarification of contract documents
- Attend Two-Day Final Site Inspection
- Provide Two-Day Start-Up and Commissioning Assistance

We have not included field observation, inspections, contract administration, or other construction management services in this proposal; these services can be provided by IEC as an extended scope of work.
9.3 Post-Construction Services
We will provide post-construction services comprising preparation of as-built drawings and final test results.

9.4 SCADA/PLC Programming (See Optional Services below)

9.5 Electrical Inspection Services/Start up and testing (See Optional Services below)

TASK 10 – PROJECT MANAGEMENT
Project management and administration activities are assumed to consist of the following: holding project progress meetings with City staff, internal team meetings, coordination with City, coordination and management of subconsultants, and administrative efforts including accounting activities and maintaining insurance requirements. The project schedule will also be periodically updated as the project progresses.

10.1 Progress Meetings
- Monthly coordination meetings with City: agenda and meeting minutes for all meetings for the duration of the project as shown in the attached Schedule
- Weekly project updates via email and/or telephone to discuss budget, schedule, and project issues.
- Monthly report summarizing progress to date, pending action items, project budget, and updated schedule.
- Conduct an effective quality assurance and quality control program.
- Presentations to City staff as indicated in each task and at the end of the preliminary design to discuss the project, construction schedule, costs, and constraints.

10.2 Project Schedule and Updates
- Provide monthly electronic project design schedule in MS Project and PDF format. Schedule shall include all submittals, meetings, and milestones, and will provide a minimum (3) week period for each City submittal review.
- Maintain and submit the project schedule monthly.

GENERAL ASSUMPTIONS
Following are our working assumptions for this project:

- We provide a topographic survey at a scale of 1"=20' for each well site. Contours will be shown at 1-foot intervals. Survey will include location of existing trees, structures, walkways, fences, roadways, and utility information. Invert elevations of storm drains and sanitary sewers will also be provided. Survey will include location of underground utilities and property lines based upon available agency records and field conditions. The format for the survey file will be AutoCAD 2016, or a compatible previous version.
- The design will incorporate civil, mechanical, plumbing, electrical/instrumentation, structural, and landscape architecture disciplines
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- In developing our cost estimate we have assumed that the project will generally consist of two municipal well sites with concrete pad, fencing/screening, emergency generator, new electrical service, chlorine and ammonia chemical feed system, wellhead, civil site work, drainage, and landscaping.
- We do not anticipate that a building will be required for either the wellhead or treatment facility. Design services for building(s) are included as an optional item. Advanced treatment systems (for other than disinfection facilities) are not included in the proposal, but can be provided as an extended service as needed.
- Connection to the City’s potable water system will be at or near to each well site, and connection to gravity pump-to-waste will be to the existing storm drain system, also assumed to be at or near each well site.
- Bid-ready construction plans will be prepared in AutoCAD format utilizing City drafting standards (if available). Designs will be supported by the necessary engineering calculations and where applicable will utilize City Standard Design Criteria as well as applicable/appropriate local, state, and federal codes, standards, and guidelines. Plans will be prepared on 24x36-inch 4-mil mylar or equivalent and will become property of the City. Final electronic files of the plans will also be provided to the City in AutoCAD format.
- Contract specifications will include the City’s standard boilerplate contract and bid forms, along with general and special provisions. We will prepare the necessary project-specific technical specifications.
- Construction estimates will be provided at each design submittal, and will include the Engineer’s Opinion of Probable Construction Cost based on quantity take-offs, unit costs from past construction projects, manufacturer cost data, local material supplier costs, and estimates provided by construction contractors.

OPTIONAL SERVICES/ESTIMATED BUDGETED TASKS

3.2 Plat & Legal Descriptions
If needed this optional service is for the preparation of plat and legal descriptions for easement modifications. If this optional task is authorized by the City, the plat and legal descriptions will be prepared based on recorded parcel data. Our fee summary assumes (2) well sites.

3.8 Monitoring Wells and Testing
This optional task would provide for converting the (2) test borings into 4-inch diameter monitoring wells, to allow preliminary flow testing and collection of groundwater quality samples. Pumping tests and water quality sampling can provide useful information on yield of the full-scale wells and produced water quality. Groundwater samples can be analyzed to assess drinking water suitability, and potential future well treatment requirements.

We have included in our fee summary estimates for constructing the monitoring wells, permitting, 4-hour pumping tests, and collection and analysis of groundwater samples for basic inorganic chemistry (major anions and cations, total dissolved solids, iron and manganese, and saline water indicators boron bromide and iodide).
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- Preliminary Design: Prepare Preliminary Design alternatives for the Architectural design of the Well Building. The design will address the functional requirements of the structures and site as well as any visual impact to the surrounding uses. IEC will provide BTA with the basic building configuration and relevant design criteria, including any City design Standards. Two alternatives will be developed based on the design criteria. The design variables include; the roof form, the finish wall material and detailing, the detailing of openings, the design of exterior elements for mitigation of visual impact, as well as coordination with site work, fencing and landscaping. Deliverables include: Preliminary design narrative, schematic plans and elevations and up to two (2) photo-composite perspective renderings of the alternatives.

This Task includes the following subtasks:
- review site, mechanical, electrical & structural issues and develop design concepts
- generate schematic plans and exterior elevations
- Perspective rendering(s), colored presentation plans and elevation, assume two (2) max.
- Attend Community Design Meeting 1 to review alternatives and receive comments
- Refine preferred alternative
- Attend Community Design Meeting 2 to review preferred alternative and receive comments
- Attend Preliminary Design coordination meeting (1)

- Initial Design (50% Submittal): Prepare fifty (50%) drawings and list of specifications for the approved preliminary design for the Well Building. Drawings will include plans, exterior elevations, sections, schedules, and selected details.

- Final Design (90 and 100% Submittals): Incorporate 50% review comments. Prepare 90% Design drawings and specifications. Drawings will include plans, exterior elevations, sections, schedules, and details.
  - Prepare final exterior elevations, sections, and architectural details.
  - Coordinate architectural drawings with structural, mechanical and electrical drawings.
  - Prepare architectural specification sections
  - Prepare 100% Draft submittal for QA/QC and review by City
  - Revise and resubmit drawings & specifications for 100% Final Bid Ready Package

Preliminary list of drawings:
A1  Details
A2  Details
A3  Details & Door & Finish Schedules
A4  Sections
A5  Floor Plan & Roof Plan
A6  Exterior Elevations

Drawings will be 22” x 34” format, conformed to IEC or City standards. We will provide PDF files of the architectural drawings and MSWord files of specifications for all submittals. One full-size set of Final
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<td>Task 5 - Planning Submittal &amp; Environmental Documentation</td>
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**Optional Services**

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EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
# AGREEMENT COVERSHEET

City Manager’s Office  
701 Laurel Street, Menlo Park, CA 94025  
tel 650-330-6610

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**Project Manager:** Pam Lowe  
**Department:** Public Works  
**Date:** 7/19/2016

- [ ] Attest Only  
- [ ] Time Sensitive  
- [x] New Agreement  
- [ ] Amendment

**First Party:** Infrastructure Engineering Corporation (IEC)

**Title:** Emergency Wells 2 & 3 project

**Purpose:**  
To identify the next two emergency well locations, prepare environmental documents, design emergency wells 2 & 3, and provide construction support.

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**Agreement Amount:** $1,607,450  
**Begin Date:** 7/19/2016  
**End Date:** Project Completion

**Funding Information:**  
855 20101 77012 5514

**Approved Budget:** $5,130,181  
**Budgeted YR:** 2016-17  
**Available Budget:** $5,130,181

**Required Approval:**  
- [ ] Department  
- [x] City Manager  
- [ ] City Council  

- [ ] Language Modifications  
- [ ] Approved by City Attorney

**Summary of Modifications:**

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**Attachments:**  
- [x] Three (3) Agreements  
- [ ] Staff Report  
- [ ] Prior Agreement/Amendments(s) for reference  
- [x] Other PO

**Approval:**

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**Supervisor**  
**Department Head**  
**Budget/Finance**  

**Assistant Director or Manager**  
**City Attorney**

CC Rev 20160324