



May 10, 2024

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR UTILITY PROJECTS**

The City of Livermore is seeking consultants to perform engineering services for utility projects, including water and wastewater projects in the City's Fiscal Year 2023-2028 5-Year Capital Improvement Plan, subsequent updates to the plan, and the City's Engineering Division's annual operations.

Attached is a Request for Qualifications describing the timeline, anticipated projects, services requested, format for statement of qualifications, and selection process/criteria. Interested parties are to respond by submitting a statement of qualifications to:

City of Livermore
101 W Jack London Blvd
Livermore, CA 94551
Attn: Vincent Sendaydiego

Five copies of your statement of qualifications must be received at the above address and a digital copy transmitted to vmsendaydiego@livermoreca.gov on or by 5:00 p.m. Friday, May 24, 2024. If you have any questions or need additional information, please feel free to contact Vincent Sendaydiego at (925) 960-8156 or vmsendaydiego@livermoreca.gov.

**CITY OF LIVERMORE
REQUEST FOR QUALIFICATIONS (RFQ) FOR
ENGINEERING SERVICES FOR
UTILITY PROJECTS**

I. INTRODUCTION

The City of Livermore (City) Community Development Department Engineering Division is seeking consultants to perform engineering services for utility projects, including water and wastewater projects associated with the City's Fiscal Year 2023-2028 5-Year Capital Improvements Plan (CIP), subsequent updates to the plan, and the City's Engineering Division annual operations.

Interested consultants are invited to respond to this RFQ by submitting a single statement of qualifications (SOQ) for consideration by the City. After review and evaluation of the SOQs, the City may select consultants as follows:

Initial Support (refer to Section III)

The City requests on-call engineering services to support utility projects.

1. On-Call Engineering Services – Utility Engineering Support: Selection of a consultant will be made based on evaluation of the SOQs.
2. On-Call Engineering Services - Water and Wastewater Hydraulic Analysis: Selection of a consultant will be made based on evaluation of the SOQs.

The City anticipates retaining at least one consultant for each of the support roles indicated above. Following execution of an on-call agreement, the selected firm may then be issued task orders by the City to support ongoing and future utility projects. Award of an on-call agreement does not preclude the selected consultant from being considered for separate engineering services agreements to support specific projects, as described below.

Anticipated Projects and Services (refer to Section III)

The City anticipates retaining multiple consultants on a short list based on an evaluation of the SOQs. These short-listed firms will then be eligible for award of engineering service agreements for ongoing and future utility projects. For each project, the City may select a consultant from the short list whose qualifications are best suited for that specific project. In some instances, the City may send a project-specific request for proposals (RFP) to some or all of the short-listed firms so that scope and cost proposals can be considered in the evaluation and selection process.

A consultant is not required to demonstrate qualifications for every project to make the short list. Consultants shall designate the projects they wish to be considered for as part of their SOQ (refer to Section V).

II. ESTIMATED TIMELINE AND REQUIRED RESPONSE DATES

- 5/10/24 RFQ transmitted to prospective consultants and posted for general solicitation.
- 5/24/24 **Submittal Deadline** - Five (5) written, signed copies of the SOQ enclosed in a sealed envelope must be received at the City of Livermore Water Resources - Community Development Department - Engineering Division, located at 101 W Jack London Blvd, Livermore, CA 94551, on or before 5 p.m. ***Postmarks will not be accepted. Incomplete responses, late responses, and/or responses not in compliance with the RFQ format and requirements will not be considered.***
- 6/7/24 Notification of selection committee's interview list (if necessary). **Note: The City may elect to conduct interviews to assist in the selection process for on-call engineering services and to establish the short list for future projects.**
- 6/14/24 Interviews (if necessary).
- 6/21/24 Notification of selection committee's:
1. Top ranked consultant for On-Call Engineering Services – Utility Engineering Support.
2. Top ranked consultant for On-Call Engineering Services – Water and Wastewater Hydraulic Analysis.
3. Consultant short list.
- 9/9/24 Items presented for City Council approval:
1. On-Call Engineering Services Agreement – Utility Engineering Support.
2. On-Call Engineering Services Agreement – Water and Wastewater Hydraulic Analysis.
3. Consultant short list (informational item only).

III. SUMMARY OF PROJECTS

Initial Support

Initial engineering support requested by this RFQ include the following:

1. **On-Call Engineering Services – Utility Engineering Support**: An agreement with a single consultant to provide on-call engineering services for the City's various utility projects for a three-year period (including an option to extend for an additional two years) with a maximum expenditure of \$500,000. Commencement of any work under the on-call engineering services agreement would be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. On-call engineering services will be used to support the City's various

utility projects that typically require a quick design turnaround or engineering analysis.

2. On-Call Engineering Services – Water and Wastewater Hydraulic Analysis: An agreement with a single consultant to provide on-call engineering services for water and wastewater hydraulic analysis for a three-year period (including an option to extend for an additional two years) with a maximum expenditure of \$150,000. Commencement of any work under the on-call engineering services agreement would be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. On-call engineering services would be used for assisting the City in updating their water, recycled water, and wastewater collection system dynamic hydraulic models (InfoWater and InfoSewer), performing model runs, and in performing other engineering evaluations of designs and existing infrastructure in support of fee studies, alternative analysis, operations, and maintenance.

Anticipated Projects and Services

Ongoing and future projects that are anticipated to be under the scope of the on-call engineering services and the short list of consultants eligible for project-specific support include but are not limited to the following list of projects. See Attachment 1 for the list of projects and Attachment 2 for the project descriptions and programmed budgets, as approved in the City's Fiscal Year 2023-2028 5-Year Capital Improvements Plan:

1. Wastewater Projects:

- a) CIP 2022-03 – Annual Sewer Replacement
- b) CIP 2022-17 – WRP Primary and Secondary Treatment Improvements Phase 2
- c) CIP 2023-13 – South Livermore Sewer Extension
- d) CIP 2023-15 – WRP Digester Heating Loop Replacement
- e) CIP 2025-03 – Annual Sewer Replacement
- f) CIP 2025-12 – Airport Lift Station Improvements

2. Water Projects:

- a) CIP 2023-14 – Springtown Water Service Replacements
- b) CIP 2024-12 – Altamont Tank Recoating
- c) CIP 2025-13 – Trevarno Pump Station Demolition and Site Improvements

A consultant is not required to demonstrate qualifications for every project to make the short list. Consultants shall designate the projects they wish to be considered for as part of their SOQ (refer to Section V).

The City may perform additional utility projects from the City's Fiscal Year 2023-2028 5-Year Capital Improvements Plan, add projects from subsequent updates to the plan, or add projects as part of the Engineering or Public Works annual operations that may or may not be included in this short list scope.

IV. DESCRIPTION OF ENGINEERING SERVICES

Consultants must have substantial experience in providing the services requested. Consultants must be currently engaged in the business of water and/or wastewater engineering for at least the past ten (10) years.

The requested engineering services apply to both the on-call engineering services agreements that may be awarded as described in Section III and subsequent project-specific engineering services agreements that may be awarded to short-listed consultants. Engineering services requested include the following:

Utility Engineering Support

Consultants must have experience and expertise to provide support during planning, design, and construction/implementation of the projects of interest. The City is seeking Consultants comfortable and capable of working as an extension of the City's engineering staff, with an emphasis on expedited identification and implementation of solutions to ongoing operational, maintenance, process improvement, and infrastructure replacement challenges. Given the variety of future projects considered by the City, there are a wide range of services that are needed to successfully support the City's utility projects, including the following:

1. Assist with project scoping and budgeting.
2. Support master planning, process improvement development, alternative analysis and feasibility assessment, life cycle studies, and design development.
3. Provide technical expertise related to the following:
 - a) Structural engineering.
 - b) Architectural analysis and design.
 - c) Electrical, instrumentation, and controls engineering.
 - d) Treatment process engineering.
 - e) Fluid conveyance.
 - f) Mechanical engineering related to pumping, piping, blower, and HVAC systems.

Technical support will include reviewing City-provided materials, participating in onsite and teleconferences, and documenting findings, conclusions, and recommendations via email correspondence and technical memoranda.

4. Engineering design support services including the following:
 - a) Condition assessment of existing equipment/structures.
 - b) Structural analysis.
 - c) Compatibility of materials.
 - d) Coating analysis and corrosion inspections.
 - e) Geotechnical investigation and engineering services.
 - f) Surveying, potholing, and utility location services.

- g) Traffic control planning support.
 - h) Environmental and regulatory permitting support.
 - i) Project delivery/funding assistance.
5. Product recommendations and cost estimates, including vendor coordination and preparation of technical specifications.

In addition to these more specific service requests described above, Consultants must also provide the following general services:

1. Engineering analysis, including:
 - a) Calculations.
 - b) Alternative development.
 - c) Feasibility assessment.
 - d) Improvement recommendations and project scoping and budgeting.
2. Development of construction documents, including:
 - a) Drawings.
 - b) Technical specifications.
 - c) Construction sequencing/constraints.
 - d) Commissioning procedures and processes.
 - e) Construction cost estimates.
 - f) Project schedules.
3. Bid phase and construction phase support services, including:
 - a) Bid review.
 - b) Addendum and conformed drawing preparation .
 - c) RFI processing.
 - d) Submittal processing.
 - e) Construction inspection .
 - f) Contractor payment request review .
 - g) Record drawing preparation .
4. Engineering review services such as peer reviews of studies and design documents.
5. Extensive knowledge of and capability in using AutoCAD to prepare construction drawings. All AutoCAD files provided to the City are to be compatible with the latest version of AutoCAD used by the City.

Water and Wastewater Hydraulic Analysis

The City is interested in Consultants familiar with the City's existing modeling software packages and capable of leveraging the existing model to inform the City's planning, operational, and maintenance activities. Consultant must provide extensive knowledge

of and capability in using Innowyze software products (i.e. InfoWater, and InfoSewer) for dynamic hydraulic modeling of water, recycled water, and wastewater collection systems. Consultant shall be capable of the following:

1. Maintaining the City's existing hydraulic models.
2. Operating the City's existing hydraulic models to evaluate the City's operational and development scenarios.
3. Modifying the City's existing hydraulic models to incorporate operational and development improvements.

The described engineering services shall be provided on an as-needed basis, in the case of on-call services agreements, or in accordance with project-specific needs, in the case of individual engineering service agreements that may be awarded to a short-listed consultant. As such, the volume of work tends to fluctuate and vary based upon the realities imposed by changing economic conditions and budget authorizations. Therefore, there is no guaranteed volume of work.

V. FORMAT AND CONTENTS OF SOQ

Interested consultants are invited to respond by providing the information requested in this RFQ. Responses shall be in the form of a SOQ. The SOQ must identify the consultant's qualifications, demonstrate an understanding of the engineering services requested, and describe the services the consultant is able to provide.

At a minimum, the SOQ must comply with the General Conditions in Section IX and provide the following:

1. **Contact Information:** Provide contact information, including address, telephone, and email address.
2. **Acknowledgements:**
 - a) Provide a statement acknowledging the consultant has reviewed and agrees to the General Conditions in Section IX.
 - a) Provide a statement acknowledging the consultant has reviewed the attached On-Call Engineering Services Agreement and Engineering Services Agreement (see Attachments 3 and 4, respectively) and state that the consultant agrees to sign the agreement if awarded. In case the consultant takes exceptions to the City's agreements, these exceptions shall not be substantive in nature, as solely determined by the City. The consultant shall provide comments and suggested modifications in the SOQ. Modifications to the agreement will only be at the sole discretion of the City.
3. **Resources Statement:** Provide a statement substantiating that the consultant has sufficient financial resources to provide all work necessary to complete all the work and fulfill the offered services.

4. **Insurance Capacity**: Specify the consultant's insurance capacity. Stated insurance capacity shall be itemized to map directly to the limits identified in Attachment 5.
5. **Conflict of Interest Disclosure**: Disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other individuals relative to the services to be provided under an agreement awarded pursuant to this RFQ. If the consultant has no conflicts of interests, include a statement to that effect in the SOQ.
6. **Verification**: Provide a statement that the SOQ has been verified by the consultant before submission to ensure the SOQ is accurate and satisfies the RFQ requirements for submittal.
7. **Signature**: The SOQ shall be signed by a responsible officer for the consultant.
8. **List of Services**: Provide a comprehensive list of services offered. Explain how those services satisfy the services requested in this RFQ. List the consultant's key personnel, subconsultants, and subconsultant's key personnel expected to provide the services to City, along with their resumes and statements of experience. Special emphasis should be on the project managers, project engineers, and discipline engineers. The consultant shall review the proposed scope of services, confirming their ability to perform these services.

Response shall be limited to the following:

- Up to two (2) double-sided pages of narrative.
- One (1) table, no larger than a single-sided 11x17 sheet, listing services, level of effort, personnel, and explanation, as indicated above.
- Up to one (1) single-sided page per resume/statement of experience for each of the key personnel. Include in an appendix of the SOQ.
- Consultant shall fill out the table provided in Attachment 1 of this RFQ indicating what projects the consultant would like to be considered for as part of their SOQ. Include in an appendix of the SOQ.

9. **Project Experience**: Provide a brief narrative describing experience in similar water and wastewater projects.

Response shall be limited to the following:

- Up to two (2) double-sided pages of narrative.
- One (1) table, no larger than a single-sided 11x17 sheet.

10. **References**: Provide at least five (5) specific project references for clients with whom the consultant has worked or coordinated with to provide similar services in the past five (5) years. At least three (3) of the project references must be from public agencies/municipalities. Include a brief description of the project and the services performed, as well as the name, telephone number, address, and email address of the client representative, suitable for facilitating contact for reference checks.

Response shall be limited to the following:

- Up to one-half (1/2) page of narrative per project, with a maximum cumulative page limit of two (2) double-sided pages.
- One (1) table, no larger than a single-sided 11x17 sheet, summarizing the provided references.

11. **Fee Schedule:** Include rate sheets for internal staff and any subconsultant staff required to provide the requested scope of services in Section IV. The fees and rate sheets shall be valid through June 30, 2027. If an executed agreement or the short list is extended past June 30, 2027, adjustments to the fee schedule can be negotiated at that time.

The SOQ shall include each of the items listed above clearly identified in the proposal using headings and sections to differentiate responses and presented in the same sequence as above. Interested consultants shall deliver five (5) hard copies of their SOQ enclosed in a sealed envelope labeled *Engineering Services SOQ for Utility Projects, City of Livermore, Engineering Division*. Deliver SOQ to *City of Livermore, 101 W Jack London Blvd, Livermore, CA 94551, Attn: Vincent Sendaydiego*, on or before 5 p.m. on Friday, May 24, 2024. PDF copies of the SOQ shall also be submitted to Vincent Sendaydiego at vmsendaydiego@livermoreca.gov on or before 5 p.m. on Friday, May 24, 2024.

VI. SELECTION PROCESS/CRITERIA

In soliciting qualifications, it is the intent of the City to have the best possible service. The City reserves the right to act as the sole judge of the content of all responses. In addition, the City reserves the right to reject any or all SOQs, and to waive irregularities in the selection procedures.

The City will establish a selection committee at its sole discretion. The selection committee will conduct an initial review of each SOQ to make sure they are timely and meet the minimum standards for consideration. The selection committee will then evaluate the qualifying SOQs to identify the best consults as finalists.

1. **Initial Review:** After the Submission Deadline, the selection committee will perform an initial review of the SOQs to confirm they comply with the requirements of the RFQ for submittal and consideration. The initial review will include the following:
 - b) Proposal received on or before the Submittal Deadline.
 - c) Required number of proposals provided, including PDF copy.
 - d) Proposal provided in the required format and includes all required information described in Section V of this RFQ.
2. **Qualifications Review:** The selection committee will consider the qualifications of the properly submitted SOQs. Consideration will be given based on, but not limited to, the following:

- e) Depth and breadth of services offered and relevance to the services requested, as indicated in Section V of this RFQ. At a minimum, consultant must have familiarity with all aspects of services requested and must possess licenses and certifications required to provide the requested services and comply with local, State, and Federal requirements.
 - f) Experience of consultant's firm, proposed project manager, and key individuals on similar projects, as requested in Section V of this RFQ.
 - g) Staff availability, stability, past performance on similar projects, as well as qualifications and past performance of consultant's key personnel.
 - h) Familiarity with the local site conditions and City's practices and policies.
 - i) References from other entities similar to the City for services similar to those requested in this RFQ.
3. SOQ Evaluation: The selection committee will evaluate the strength of the properly submitted SOQs. At a minimum, the selection committee will evaluate the SOQs on the basis of the following criteria:
- a) Overall quality of SOQ.
 - b) Contact information, acknowledgements, verification, and signature provided, as required in Section V of this RFQ.
 - c) Minimal or no requested modifications to the Agreement as discussed in Section V of this RFQ.
 - d) Insurance capacity equal to or greater than the limits indicated in Attachment 5.
 - e) No personal or organizational conflicts of interest, per Section V of this RFQ.
 - f) Ability, possession of, and ability to retain qualified personnel and other resources, as indicated in Section V of this RFQ.
 - g) Fair and reasonable price, as indicated by the consultant's rate sheets and fees requested in Section V of this RFQ.
 - h) Reference checks.
4. Interviews/Discussions: The selection committee may request that finalists attend an interview as part of the selection process. The finalists may be required to make an oral presentation as part of the interview. Presentations may include a summary and discussion of their proposal, response to City questions, or a combination of each. If required, finalists must attend the interview in person. Interviews are to be attended by the consultant's proposed Project Manager. Regardless of whether an interview is requested, the selection committee may conduct discussions with a finalist for the purpose of clarification to assure full understanding of the SOQ.
5. Recommendations: The selection committee will recommend the top ranked consultant for each of the on-call agreements and the short list for future projects. The City will then issue a Notice of Intent to Award to the selected consultant or consultants and transmit two originals of the agreement for the consultant's signature. Alternatively, the City may transmit the agreement to the consultant via DocuSign for execution. Each of the on-call agreements will be presented to the City Council for approval.

VII. AWARD OF AGREEMENT

If a consultant is selected for award of an on-call agreement or an agreement on a specific project, that consultant shall, within ten (10) calendar days from the date of the *Notice of Intent to Award* or receipt of the agreement via DocuSign, provide the City with the following documents:

1. Two executed originals of the agreement or the executed DocuSign documents.
2. Insurance and endorsements acceptable to the City and uploaded in the City's PINS system.
3. Proof of purchase of a valid City business license.
4. Any other documentation required by the RFQ.

Agreements greater than \$100,000, must be approved by the City of Livermore City Council.

In the event the top ranked consultant for an on-call agreement or a specific project fails to return the documents to the City in a timely manner, the City may negotiate with another short listed firm. The City also reserves the right to award more than one agreement depending upon the qualifications and strengths of the SOQs, for all or a portion of the services requested.

VIII. CONFIDENTIALITY AND NON-DISCLOSURE

The City recognizes that the SOQs may include proprietary or confidential information. The City will take every reasonable precaution in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears. However, the City is subject to the California Public Records Act and must disclose records as required by the Act.

SOQs submitted as a part of this RFQ will not be returned. The City reserves the right to reject any and all SOQs.

XI. ATTACHMENTS

The following attachments are included with this RFQ:

1. Project consideration form.
2. Project descriptions.
3. Standard on-call engineering services agreement.
4. Standard engineering services agreement.
5. Insurance coverage requirements.

IX. GENERAL CONDITIONS

1. This RFQ does not commit the City to execute an agreement. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so.
2. The City reserves the right in the future to add a project to the scope of this short list without undergoing a new qualifications process if it feels it is in the best interest of the City to do so.
3. The City reserves the right in the future to remove a project from the scope of this short list and issue a separate request for qualifications and proposals if it feels it is in the best interest of the City to do so.
4. There are no guarantees of volume of work for any of the short-listed consultants.
5. The City reserves the right to issue addenda or amendments to this RFQ.
6. In order to be considered, SOQs must be submitted in the manner set forth in this RFQ. It is the consultant's responsibility to ensure that its SOQ arrives before the specified Submittal Deadline. SOQs submitted after the Submittal Deadline will not be accepted.
7. SOQs shall not be withdrawn or corrected after being opened. The City will not be responsible for errors or omissions on the part of consultants in preparing their SOQs.
8. This RFQ does not commit the City to pay any costs incurred in the preparation of a SOQ in response to this request and consultant agrees that all costs incurred in developing this SOQ are the consultant's responsibility.
9. The City reserves the right to perform investigations as may be deemed necessary to ensure competent persons will be utilized in the performance of the anticipated services.
10. The City reserves the right to award an agreement at this time for all or only some of the services requested.
11. In accordance with laws of the State of California, the consultant, if awarded an agreement, will be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification.
12. Consultant is responsible for determining whether its services under a proposed agreement, or its services rendered for any task assigned to it pursuant to the agreement, requires the payment of prevailing wages to its agents, employees, and contractors for work related to that task.
13. Consultant agrees to accept award of an agreement based upon the candidate's proposal and price and execute the City's standard engineering services agreements if selected as the top candidate for a project or service. It is the

responsibility of each consultant, before submitting the SOQ, to thoroughly examine the City's standard engineering services agreements attached to this RFQ.

14. More than one SOQ from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. If the City believes that collusion exists among the consultants submitting SOQs, all SOQs will be rejected.
15. The short list of consultants to remain in effect for a period of three (3) years from the time of approval by City Council. City reserves the right to extend the short list duration for an additional two-year term for a total duration of five (5) years as approved by the City Engineer.

XII. PROJECT ADMINISTRATION

All communications related to this RFQ shall be directed to Vincent Sendaydiego prior to submission of SOQ. All questions relating to interpretation of the RFQ must be submitted in writing at least seven (7) calendar days prior to the SOQ submission date and responses will be in the form of written addenda to the RFQ. Questions submitted after this time period may not be answered.

Direct inquiries to: City of Livermore
 101 W Jack London Blvd
 Livermore, CA 94551
 Attn: Vincent Sendaydiego
 (925) 960-8156
 vmsendaydiego@livermoreca.gov

X. WAIVER

By submitting a response to this RFQ, each consultant expressly waives any and all rights that it may have to object to, protest, or seek legal remedies whatsoever regarding any aspect of this request, the City's selection of the short list, the City's rejection of any or all responses, and any subsequent agreement that might be entered into as a result of this request.

Attachment 1

Project Consideration Form

PROJECT CONSIDERATION FORM

Item No.	Description	Consultant Wishes to be Considered for the Following	
		YES	NO
1	2019-2021 Short List	✓	
2	On-Call Engineering Services for Utility Engineering Support		
3	On-Call Engineering Services for Water and Wastewater Hydraulic Analysis		
Wastewater Projects			
4	CIP 2022-03 Annual Sewer Replacement		
5	CIP 2022-17 WRP Primary and Secondary Treatment Improvements Phase 2		
6	CIP 2023-13 South Livermore Sewer Extension		
7	CIP 2023-15 WRP Digester Heating Loop Replacement		
8	CIP 2025-03 Annual Sewer Replacement		
9	CIP 2025-12 Airport Lift Station Improvements		
Water Projects			
10	CIP 2023-14 Springtown Water Service Replacements		
11	CIP 2024-12 Altamont Tank Recoating		
12	CIP 2025-13 Trevarno Pump Station Demolition and Site Improvements		

Attachment 2

Project Descriptions

Wastewater – Introductory Comments

The City of Livermore operates a sewer collection system that conveys sewage across the entire City to the Water Reclamation Plant at the western end of City. The collection system contains four sewer lift stations in areas where gravity flow is not possible to the Water Reclamation Plant. Sewage is treated at the Water Reclamation Plant. Effluent from the Water Reclamation Plant is discharged to the LAVWMA system where it is pumped over hills to the west and discharged in the bay. A portion of wastewater at the Water Reclamation Plant is treated further to produce recycled water which is used for irrigation and other non-potable applications in the northwest portion of the City.

Wastewater projects include replacing, upsizing, or extending sewer lines, improvements at the sewer lift stations, rehabilitation and process improvements at the plant, building upgrades at the plant, and modifications to the computer systems that monitor the facilities.

The primary funding sources for wastewater collection and treatment systems are operating revenues from the Sewer Enterprise Fund and the City's sanitary sewer connection fees paid by new development. The expansion of the Water Reclamation Plant wastewater disposal capacity and the upsizing of pipes to serve new development are funded primarily from the sanitary sewer connection fee. Major maintenance and repairs at the Water Reclamation Plant and in the existing collection system are funded by operating revenues from the Sewer Enterprise Fund. Cost allocation between new development and existing users for projects is specified in the City's Wastewater Connection Fee Study.

Projects listed comply with the goals and policies of the City's General Plan, Downtown Specific Plan, Sewer Master Plan, Wastewater User Fee Study, Wastewater Connection Fee Study, Recycled Water Master Plan, Wastewater Asset Management Plan, Water Reclamation Plant Master Plan, and applicable state and federal standards.





FY 2023-25 Capital Improvement Plan

Project Description

Annual sanitary sewer replacement and repair project. Projects involves replacing approximately 1,100 linear feet of existing sewer pipe, including approximately 1,000 feet via open trench construction primarily along S Street and 100 feet via tunneling under the railroad tracks north of Railroad Avenue to Ventura Avenue. Some of the sewer lines will be relocated. The project includes obtaining required right of way.

Project Justification

Conditions assessments conducted on these pipe segments identified these pipe segments as high risk portions of the sewer collection system. This project reduces the potential for sewer overflows by repairing deteriorated sanitary sewer lines that require on-going maintenance.



Project Funding

Replacement and repair of sewers is funded by Water Resources Replacement Funds (Fund 239).

O&M Cost Assumptions

Replacing sewer lines does not increase O&M costs.

Funding Source and Budgeted Expenditures - Project #202203 - Annual Sewer Replacement 2020 Phase 2

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(239) SEWER REPLACEMENT	\$0	\$461,000	\$3,583,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$461,000	\$3,583,000	\$0	\$0	\$0	\$0

Project Description

This project encompasses the second phase of rehabilitation and process improvements to the primary and secondary treatment facilities at the Water Reclamation Plant (WRP) which have been identified in the 2012 WRP Master Plan and the 2016 WRP Asset Management Plan. Major improvements include primary sludge piping modifications; primary sludge pump room exhaust fan and drain replacements; ferric chloride facility rehabilitation including new tanks, piping, supports; primary odor control tower replacement; secondary clarifier tank No. 1 and 3 piping, gate and concrete improvements; secondary diversion box replacement; RAS/WAS pumping facility concrete rehabilitation; mixed liquor distribution box concrete repair and gate replacements; and equalization basin pump and piping upgrades.

Project Justification

Equipment additions and rehabilitations will increase the efficiency and reliability of plant operations. Structural rehabilitation will extend the useful life of the related structures. Ventilation and odor control improvements will reduce odors at the plant and reduce future corrosion. Improvements to the secondary clarifiers will improve the reliability of the system and extend its overall life. Improvements to the emergency holding basin return pumps will provide required capacity to return stored wet weather flow back to the plant for treatment during future storm events.

**Project Funding**

All infrastructure improvements will be sized for future buildout flows. Therefore, funding will be split between Sewer Replacement (Fund 239) and Sewer Connection Fees (Fund 241) based on the ratio of existing wastewater flows (7.0 mgd) and projected new wastewater flows (2.4 mgd).

O&M Cost Assumptions

Annual O&M costs associated with new equipment are estimated at \$22,000/year beginning in FY 28-29.

Funding Source and Budgeted Expenditures - Project #202217 - WRP Primary & Secondary Treatment Improvements Phase II

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(239) SEWER REPLACEMENT	\$0	\$0	\$748,000	\$748,000	\$4,535,000	\$4,535,000	\$2,268,000
(241) SEWER CONNECTION FEES	\$0	\$0	\$257,000	\$257,000	\$1,555,000	\$1,555,000	\$777,000
TOTAL	\$0	\$0	\$1,005,000	\$1,005,000	\$6,090,000	\$6,090,000	\$3,045,000



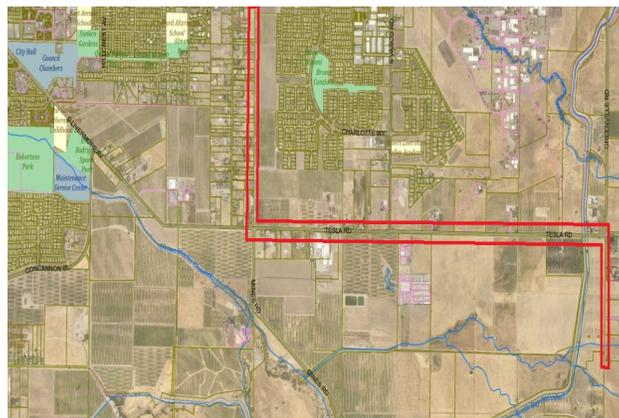
FY 2023-25 Capital Improvement Plan

Project Description

In accordance with Measure P, the project extends City sewer service beyond the Urban Growth Boundary to a limited portion of the South Livermore Valley. The sewer expansion involves connecting to the existing 12-inch sewer in East Ave at Buena Vista, extending south along Buena Vista, then east along Tesla to Greenville, and then south along Greenville to Poppy Ridge.

Project Justification

Expansion of the City sewer system will help protect water quality, support agriculture, and enable limited compatible commercial uses. The proposed initiative would allow sewage treatment and disposal services for parcels outside of the South Livermore Urban Growth Boundary if the property is located within the South Livermore Valley Area Plan adopted February 1993. The sewage treatment and disposal services would be provided only to uses authorized by and consistent with the provisions of the South Livermore Valley Area Plan.



Project Funding

The project is anticipated to be grant funded (Fund 624), with significant Alameda County contributions.

O&M Cost Assumptions

Operation, maintenance, and replacement reserves are estimated at \$120,000 per year. Approximately 19,000 LF at \$6.40/LF per year.

Funding Source and Budgeted Expenditures - Project #202313 - South Livermore Sewer Expansion

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(624) LOCAL & OTHER GRANTS	\$0	\$1,000,000	\$14,000,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$14,000,000	\$0	\$0	\$0	\$0



FY 2023-25 Capital Improvement Plan

Project Description

This project will improve the hot water loop system which heats the anaerobic digesters at the Water Reclamation Plant. This project includes replacement of two biogas boilers, hot water piping, and other improvements.

Project Justification

The current biogas boilers are near the end of their expected useful life. The heat loop currently services the HVAC systems in the Administration and Maintenance buildings, but as those buildings are renovated, they will no longer require the use of this hot water loop. The loop can therefore be reduced significantly in size at the same time the boilers are replaced. This system in its entirety is critical in ensuring the anaerobic digesters function properly.



Project Funding

Wastewater Asset Replacement (Fund 239)

O&M Cost Assumptions

No net new O&M costs are anticipated.

Funding Source and Budgeted Expenditures - Project #202315 - WRP Digester Heating Loop Replacement

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(239) SEWER REPLACEMENT	\$0	\$150,000	\$1,850,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$150,000	\$1,850,000	\$0	\$0	\$0	\$0



FY 2023-25 Capital Improvement Plan

Project Description

Sanitary sewer replacement and repair projects at various locations throughout the City. This project funds work in Old Anza Road between Breeze Way and Lakeside Circle, in Anza Way between Aberdeen Avenue and Holmes Street, and in Holmes Street between Anza Way and Mocho Street.

Project Justification

This project reduces the potential for sewer overflows by repairing deteriorated sanitary sewer lines that require on-going maintenance. Sewer segments were selected based on recommendations of the Sewer Master Plan and condition assessments performed as part of the City's Asset Management Plan.



Project Funding

Replacement and repair of sewers is funded by Water Resources Replacement Funds (Fund 239).

O&M Cost Assumptions

Replacing sewer lines does not increase O&M costs.

Funding Source and Budgeted Expenditures - Project #202503 - Annual Sewer Improvements 2025

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(239) SEWER REPLACEMENT	\$0	\$0	\$0	\$343,000	\$1,356,000	\$0	\$0
TOTAL	\$0	\$0	\$0	\$343,000	\$1,356,000	\$0	\$0



FY 2023-25 Capital Improvement Plan

Project Description

Based on the Sewer Lift Stations Assessment Study in FY 2019-20 the City will improve the existing lift station to meet the operational requirements for efficiencies and capacities, and reduce maintenance costs. Improvements will include increasing the pumping capacity, upsizing the force main in West Jack London Blvd, lining the wet well and manhole, installing an emergency generator, replacing PLCs, electrical repairs, and structural repairs. The lift station will comply with the codes for mechanical, electrical, structural, control, instrumentation, and reliability.

Project Justification

The improved lift station will minimize the risk of regulatory violations such as sanitary sewer overflows. The improvements will bring the system up to the current code requirements, improve operational controls and reliability, and reduce maintenance costs.



Project Funding

All infrastructure improvements will be sized for future buildout flows. Therefore, funding will be split between Sewer Replacement (Fund 239) and Sewer Connection Fees (Fund 241). The Fund 241 cost is based on the additional pumping capacity required for future flow divided by the total pumping capacity required by existing and future flow.

O&M Cost Assumptions

These improvements will not increase O&M costs.

Funding Source and Budgeted Expenditures - Project #202512 - Airport Lift Station Improvements

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(239) SEWER REPLACEMENT	\$0	\$0	\$0	\$155,000	\$1,160,000	\$0	\$0
(241) SEWER CONNECTION FEES	\$0	\$0	\$0	\$45,000	\$340,000	\$0	\$0
TOTAL	\$0	\$0	\$0	\$200,000	\$1,500,000	\$0	\$0

Water – Introductory Comments

The City of Livermore is the water retailer in the northwest, northeast, and east portions of the City. The central and southern parts of the City are served by a private water purveyor, the California Water Service Company and the Lawrence National Laboratory obtains water from the Hetch Hetchy Water System. The City produces and distributes recycled water to the northwest section of the City and to eastern Pleasanton including East Bay Regional Parks Shadow Cliffs and along Stanley Boulevard for roadway landscaping and along West Jack London Boulevard for eastern Pleasanton.

Zone 7 Water Agency supplies water to the City of Livermore water system through metered turnout facilities. The City system contains pump stations that lifts the water into City reservoirs. Water is conveyed to customers through the water pipeline system. Water projects include replacing, upsizing, and extending water lines; pump station modifications, tank construction and rehabilitation, and modifications to the computerized network that monitors the system. The program also provides credits to private development for oversizing water pipelines for anticipated future demand.

Projects are funded using Water User fees and Water Connection fees charged on new development. Water storage facilities and transmission system improvements that are needed to serve new development are financed through the Water Connection fee. Major maintenance and repairs to the City's pump stations, water tanks, and distribution system are funded by operating revenues of the Water Enterprise Fund. Cost allocation between new development and existing users for projects is specified in the City's current Water Connection Fee Study.

Projects listed comply with the goals and policies of the City's General Plan, and Downtown Specific Plan. These projects also are consistent with the City's current Water Master Plan, Water Connection Fee Study, Water User Fee Study, Urban Water Management Plan, Recycled Water Master Plan, Water and Recycled Water Asset Management Plan, and applicable state and federal standards.





FY 2023-25 Capital Improvement Plan

Project Description

This project will replace approximately 70 polybutylene potable water service lines.

Project Justification

Polybutylene water services lines installed in the 1980s in certain areas have experienced a significantly higher failure rate than surrounding areas with similar characteristics. To minimize water loss, reduce emergency replacements, and minimize overall cost, the Water Resources Division proposed to proactively replace about 70 service lines in the Springtown neighborhood.



Project Funding

Water Enterprise (Fund 259).

O&M Cost Assumptions

O&M costs will not increase.

Funding Source and Budgeted Expenditures - Project #202314 - Springtown Water Service Replacements

	2022 - 23 Budget	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
(259) WATER REPLACEMENT	\$0	\$100,000	\$1,300,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$100,000	\$1,300,000	\$0	\$0	\$0	\$0



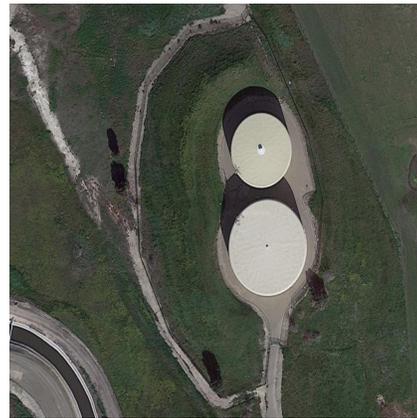
FY 2023-25 Capital Improvement Plan

Project Description

Altamont Tank is a 5 million gallon potable water steel storage tank constructed in 2003. The interior of the tank will be recoated and gaskets/rubber boots will be replaced.

Project Justification

The tank was inspected and cleaned in December 2022. The interior roof coating is deteriorating, exposing bare steel, which is beginning to corrode. Gaskets and rubber boots are deteriorating and losing elasticity. Recoating and replacing gaskets and rubber boots will help ensure the integrity of the water storage tank and help maintain critical water supplies.



Project Funding

Water Enterprise (Fund 259).

O&M Cost Assumptions

O&M costs will not increase.

Funding Source and Budgeted Expenditures - Project #202412 - Altamont Tank Recoating

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(259) WATER REPLACEMENT	\$0	\$0	\$150,000	\$800,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$150,000	\$800,000	\$0	\$0	\$0



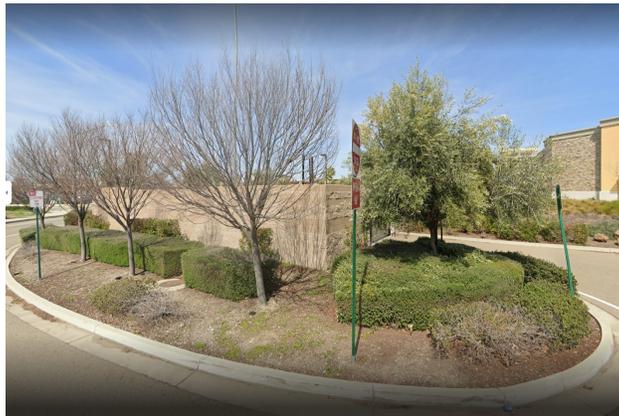
FY 2023-25 Capital Improvement Plan

Project Description

This project involves demolishing the existing pump station, stabilizing the site conditions, and installing permanent dedicated emergency connection point for temporary booster pumping to the existing potable water distribution system.

Project Justification

The existing water supply from Zone 7 provides adequate pressure for delivery of potable water via the City's distribution system. Accordingly, the pump station has not been used for many years. The Water Resources Department seeks to remove the pump station from its asset inventory and convert the space to a temporary connection point for booster pumping as a contingency measure for future emergency conditions.



Project Funding

Water Enterprise (Fund 259).

O&M Cost Assumptions

There will be no increase in O&M.

Funding Source and Budgeted Expenditures - Project #202513 - Trevarno Pump Station Demolition & Site Improvements

	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-43
(259) WATER REPLACEMENT	\$0	\$0	\$0	\$0	\$200,000	\$1,500,000	\$0
TOTAL	\$0	\$0	\$0	\$0	\$200,000	\$1,500,000	\$0

Attachment 3

Standard On-Call Engineering Services Agreement

ENGINEERING SERVICES AGREEMENT ON AN ON-CALL BASIS

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, (“Effective Date”) by and between the City of Livermore, a municipal corporation (“City”), and _____, (a/an State of registration and business type ie: California corporation) (“Consultant”).

RECITALS

City requires engineering services to provide on-call [brief description of services].

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

- 1. Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
- 2. Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
- 3. Description of Services.** Consultant shall provide the following engineering services as more particularly set forth in Exhibit “A” (collectively “the Services”):

Provide on-call [insert brief description of services]

These services shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

- 4. Consultant Responsibilities.** Consultant shall:

(a) Consultant shall investigate and verify all existing site conditions for the Project and take them into account when preparing the Project's design even when "As Built" or "Record Drawings" are used by Consultant.

(b) Consultant shall review and respond to construction submittals and shop drawings within fourteen (14) calendar days following their receipt by Consultant; requests for information with comments noted thereon shall be reviewed and responded to within seven (7) working days following their receipt by the Consultant.

(c) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(d) Provide the resources necessary to complete the Services in a timely manner;

(e) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(f) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(g) Comply with all laws in effect that are related to Consultant and the Services;

(h) Coordinate the Services with ("Project Manager"), or such other person designated as the Project Manager by City;

(i) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(l) Prepare and submit a written report to the Project Manager, with each invoice and when requested in writing by the Project Manager, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(m) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

(n) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$ _____ ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts, or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or _____, 20____, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and any and every other types of items prepared or obtained by Consultant in the performance of the Services under this Agreement shall be the property of the City and Consultant shall deliver them to City upon demand. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of the Services described under this Agreement.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Indemnity and Defense.

(a) Definitions. When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant's obligation or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) Non-Design Professional Services. Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) Design Professional Services. For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or

willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) Mixed Services. If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any-and-all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12 month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

26. Governing Law. This Agreement is governed by California law. Consultant consents to the exclusive jurisdiction and venue of the state and federal courts of Alameda County, California.

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT:

Dated:

By:
Title:

CITY OF LIVERMORE:

Dated:

Maryanna Marysheva
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO FORM:

Risk Manager/Analyst

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

Attachment 4

Standard Engineering Services Agreement

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, (“Effective Date”) by and between the City of Livermore, a municipal corporation (“City”), and _____, a _____ (“Consultant”).

RECITALS

City requires engineering services to _____.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Consultant shall provide engineering services to _____ in conjunction with _____ (“Project”), as more particularly set forth in Exhibit "A" (collectively “the Services”).
4. **Consultant Responsibilities.** Consultant shall:
 - (a) Consultant shall investigate and verify all existing site conditions for the Project and take them into account when preparing the Project’s design even when "As Built" or "Record Drawings" are used by Consultant.
 - (b) Consultant shall review and respond to construction submittals and shop drawings within fourteen (14) calendar days following their receipt by Consultant; requests for information with comments noted thereon shall be reviewed and responded to within seven (7) working days following their receipt by the Consultant.
 - (c) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(d) Provide the resources necessary to complete the Services in a timely manner;

(e) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(f) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(g) Comply with all laws in effect that are related to Consultant and the Services;

(h) Coordinate the Services with _____ (“Project Manager”), or such other person designated as the Project Manager by City;

(i) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(j) Only invoice City for the Services rendered. Consultant’s invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City’s place of business during normal business hours. Consultant shall give City 30 calendar-days’ written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(l) Prepare and submit a written report to the Project Manager, with each invoice and when requested in writing by the Project Manager, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(m) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

(n) Consultant’s services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$ _____ ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or _____, 20_____, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and any and every other types of items prepared or obtained by Consultant in the performance of the Services under this Agreement shall be the property of the City and Consultant shall deliver them to City upon demand. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of the Services described under this Agreement.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination

and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Indemnity and Defense.

(a) Definitions. When used in this “Indemnity and Defense” section, these terms have the following meaning:

(1) “City,” means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) “Design Professional,” means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) “Non-Design Professional,” means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) “Loss,” or “Losses,” mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant’s obligation or work to perform this Agreement including the City’s active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) Non-Design Professional Services. Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) Design Professional Services. For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) Mixed Services. If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit “B” against claims

that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any-and-all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

20. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT:

Dated:

By:
Title:

CITY OF LIVERMORE:

Dated:

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO FORM:

Risk Manager/Analyst

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

Attachment 5

Insurance Coverage Requirements

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$5,000,000 per occurrence/**\$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
\$5,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated

volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.