



Environmental Services

REQUEST FOR PROPOSAL

**Consultant Services to Develop a Master Plan
for the San José/Santa Clara Water Pollution Control Plant**

**PROPOSAL DUE: August 20, 2007, 4:00 P.M., City of San José Environmental
Services, Attn: Matt Krupp, 200 East Santa Clara St, 10th Floor, San José, CA 95113.**

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Section I. INTRODUCTION

The City of San José, representing the cities of San José, Santa Clara, and the seven tributary agencies of the San José/Santa Clara Water Pollution Control Plant (Plant), hereinafter the "City," is in the process of developing a Plant Master Plan. This Request for Proposal (RFP) serves to solicit proposals from qualified engineering and environmental consultants for the provision of technical support on the development of the Plant Master Plan.

The Plant Master Plan will be a comprehensive short-, medium-, and long-term planning document that will guide the Plant's facilities, operations, staffing, and land use, from its completion in 2010 for the next 30 years. The Plant Master Plan will address the Plant's capacity to continue to accommodate growth in the South Bay, the need to repair and replace aging or inadequate facilities, and opportunities to install improved and "green" technologies as well as plan the future of the Plant's buffer lands, including a former saltpond. A Plant Master Plan will balance these needs with evolving regulatory requirements and community, economic and environmental benefits.

The Plant Master Plan will be developed over the course of approximately 32 months in three phases. The Consultant, hereinafter referred to as "Proposer," shall propose how to accomplish the scope described in this RFP over three years with the budgeted levels of effort to be as follows: year 1 – \$2.5 million; year 2 – \$2.5 million; and year 3 – \$1 million for a total budgeted amount of \$6 million. The Proposer shall also outline their management and technical approach to address the scope included in this RFP to complete the Plant Master Plan.

Proposers shall also provide examples of previous successful work developing a master plan for a large advanced wastewater treatment plant or other large infrastructure projects with complex regulatory issues. In particular, examples of how Proposers have evaluated facilities and treatment process conditions, examples of Proposer's knowledge of cost-effective and energy efficient new technologies and environmentally sustainable treatment trends, and examples of development of a coherent prioritized plan with stakeholder input are requested. Some of the concerns facing this Plant include; evaluating the future needs of the Plant based on population growth, need for replacement of aging infrastructure, new regulatory initiatives, "green" technology related to wastewater treatment, integrating asset management capabilities, and building community support. In addition, facility and land use planning for significant portions of buffer lands surrounding the Plant, including the former salt pond A18 is part of the master planning effort.

Purpose of the Plant Master Plan

The current Plant Master Plan process brings together multiple planning efforts, including:

- Land uses for Pond A18 and the Buffer lands;

- Infrastructure Condition Assessment – ICA;
- Electrical System Master Plan;
- The Biosolids Treatment and Drying Process, including digester rehabilitation;
- Computerized Maintenance Management System development (CMMS); and
- Ongoing implementation of an Environmental Management System (EMS)

The Plant Master Plan will be the central planning document for the Plant that will unite these planning efforts, building on their recommendations and earlier planning efforts by:

- Integrating existing plans and planning efforts currently underway;
- Creating a common set of goals and objectives encompassing multiple objectives and multiple benefits for the future;
- Prioritizing future projects; and
- Providing an innovative and clear plan for what facilities will be needed in the short-, medium, and long-term.

Vision, Goals and Objectives

The current vision developed for the Plant Master Plan is for the Plant to serve to protect public health, the environment, and the community's quality of life while maintaining the ability to grow sustainably. A steering committee created for the Plant Master Plan of staff from the City of San José and the Tributary Agencies defined the following goals:

- **Sustainability:** Ensure that the Plant operates more cost-effectively and anticipates future Plant needs for capacity, treatment, and reliability improvements;
- **Regulatory Compliance:** Meeting and exceeding current Federal, State, and regional regulatory requirements while providing new opportunities for recycled water utilization;
- **Worker and Community Safety:** Minimize toxic hazards and replace them with less hazardous alternatives;
- **Habitat Protection and Restoration:** Particularly related to former salt pond A18 and other on-site habitat, encourage environmentally positive outcomes consistent with the South Bay Salt Pond restoration effort that will increase wildlife habitat, reduce flood risk, and conserve energy;
- **Good Neighbor/Public Value:** Improve integration and acceptance with the local community by becoming an ecological asset of natural beauty and free of odor; and
- **Economic Opportunities:** Allow complementary, sustainable land uses that either generate revenue or reduce costs while providing flexibility for future growth.

These goals will be refined as part of the Plant Master Plan process. In order to evaluate the alternatives that will be identified, the goals will be further refined into objectives with measurable outcomes with community and stakeholder input. That is,

a process in the wastewater treatment chain produces a current set of products (desired end products and waste products), and the quantity and quality of current products or outcomes will be evaluated against the desired target based on the goals and objectives. In order to identify the optimum alternative that will yield the best results from a level-of-service indicator, first the existing and expected conditions and service levels must be identified in the planning parameters.

Defining the Planning Parameters

All the components of the Plant Master Plan must address internal (inside the Plant fence line) and external (local, regional, and global) forces that define the planning parameters.

Internal Planning Parameters

Internal planning parameters will be based on the integration of an Asset Management Systems approach. The Plant is currently developing a Computerized Maintenance Management System (CMMS) that will form the basis of the asset management program. However, the CMMS will not be completed before the inception of the Plant Master Plan. The CMMS asset management system is needed to define the existing systems and operations of the Plant so that future improvements can be accurately measured in comparison to the current conditions. The Consultant will assist in integrating this asset management approach, define levels of additional asset management development and implementation, and recommend an ongoing program for implementation.

All assets will be evaluated with respect to their utility in the wastewater treatment process, costs, and impacts on the environment, to determine the assets' overall level-of-service. The level-of-service assessment will be a measurable indicator of how effective the asset performs the desired function. This baseline level-of-service data will identify gaps in the desired objectives (based on the SMART goals that are Specific, Measurable, Achievable, Relevant, and Time-bound). Level-of-service indicators will examine but not be limited to the following items:

- Existing capacities and treatment levels
 - Liquids
 - Solids
 - Odor control
- Organic loading parameters
- Energy Use and Production
- Greenhouse gasses released and other air quality impacts
- Recycled Water Production

Internal factors affecting level-of-service outcomes also include:

- Facilities, office space, or other land uses within the Plant's buffer land area

- Planned or partially constructed improvements under separate projects or programs
- On-site habitat and regulatory jurisdictions
- Existing or planned public access or educational facilities
- Shift structure, staffing levels, skills and years to retirement to determine staffing capacity and needs for future training facilities
- Business processes and systems that impact the facility including resource availability and purchasing

Core Documents

Two core documents have assessed the immediate infrastructure needs of the Plant and the challenges and possibilities of different developments on the Plant lands to further define the internal planning parameters.

The Infrastructure Condition Assessment (ICA), completed by CH2M HILL in January 2007, identifies immediate physical repair needs required to keep the Plant operating at its current capacity. This assessment is a foundational document for the Plant Master Plan, because it defines the vital facilities needs of the Plant. The Plant Master Plan will integrate these needs with the other level-of-service gaps and goals and objectives identified by the steering committee and refined by the community to meet future needs. The Plant Master Plan can identify more creative and comprehensive solutions to the needs in the ICA than just merely rebuilding the existing structures.

In addition to the ICA, the Plant Lands and A18 Opportunities and Constraints Assessment was completed by H.T. Harvey and Associates in January 2007. This assessment defines the constraints to land use changes in the operational areas of the Plant, biosolids treatment area, buffer lands, and Pond A18. The assessment also identifies some land use opportunities that would significantly alter the landscape of the Plant lands and the treatment processes. These opportunities and constraints create a framework for defining alternatives to address level-of-service gaps and the goals and objectives of the Plant Master Plan. These documents are available at <http://www.sanjoseca.gov/esd/plantmasterplan/default.asp>.

The Consultant must integrate the findings of these two documents into the entire Plant Master Plan. Both of these core documents will be made available at the Pre-proposal conference. In addition to these core documents, a number of other key documents will need to be reviewed and integrated into the Plant Master Plan after the selection process. A comprehensive list will be provided to the Consultant after selection.

As noted in the vision for the Plant Master Plan, sustainability is a core value of this planning effort. The link to sustainability and minimizing the environmental footprint of the Plant is a key goal. The Plant Master Plan will meet the City's 2020 *General Plan* "Sustainable City Major Strategy" by creating a plan that will enable the Plant to be "designed, constructed, and operated to efficiently use its natural resources, minimize waste, and to manage and conserve them for the use of present and future

generations.” The Plant Master Plan will also be linked to the update of the City of San José General Plan, *Envision 2040*. See <http://www.sanjoseca.gov/planning/gp/> for more information.

The current core functions of the Plant is to eliminate the public health risks associated with wastewater and protect the natural communities of the South San Francisco Bay. The Plant is seeking to take this 50-year record of achievement higher by requiring the recommendations of the Plant Master Plan to include innovative, “green” technologies and building practices that not only minimize environmental impacts but also enable the Plant to become an ecological asset and leader in innovative designs, yielding further benefits to the environment.

Over the course of the Master Plan process, additional goals will be into the plan’s designs, including: reductions of greenhouse gas emissions, comprehensive flood protection, and further utilization of renewable energy. While these actions are responses to external factors, planning for these outcomes is fundamental to the Plant’s operations and commitment to a proactive environmental management system.

External Planning Parameters

While many of the factors that determine the current level-of-service are within the physical fence line of the Plant, there are other factors that influence the Plant. These factors must also be examined within the context of the Plant Master Plan. They range from community concerns over adjacent land-uses to global issues like climate change and sea-level rise. To identify the best alternatives to meet future level-of-service goals, the Plant Master Plan must consider at least the following external factors that will have an effect on the operation and planning of the facility:

Local:

- Surrounding natural communities
- Surrounding land-uses and businesses
- Current flood protection
- Earthquakes and other natural disasters
- Community values
- Land use regulations
- Sanitary Sewer collection system issues
- Localized treatment
- Stormwater treatment
- Recycled water demand

Regional:

- Demographic changes and the impacts to wastewater generation rates
 - General Plan projections from the City of San José and the Tributary Agencies
 - Population projections

- Economic projections
- Regional restoration and flood control projects
 - South Bay Salt Pond Restoration Project
 - Shoreline Study
- Aging workforce, and new workforce development
- Regulations (defined in greater detail below)
- Future biosolids management and reuse
- Legislation

Global:

- Climate change and Sea-level rise
- Energy production costs
- Water costs and shortages
- Security and terrorism
- Advances in automation technology

Regulatory Requirements:

The vast majority of planning and construction projects in the 50-year history of the Plant have addressed regulatory requirements. From the initial construction of the Plant to the installation of the South Bay Water Recycling system, the Plant has acted to comply with changing and increasingly stringent regulatory requirements. The Plant operates under a complex set of requirements. These include but are not limited to: National Pollutant Discharge Elimination System (NPDES) permits for discharge and recycled water, Water Discharge Requirements for Pond A18, San Francisco Bay Basin Plan, proposed Capacity, Management, Operations and Maintenance (CMOM) regulations, Title 22 and other reclaimed water regulations, California Toxics Rule, Total Maximum Daily Load (TMDL) requirements, 303(D) listed pollutants, emerging pollutants, biosolids disposal and reuse, and Title V air quality requirements. The Plant Master Plan alternatives must be evaluated with the understanding of impact of the current regulatory framework and possible intersection of future regulations related to the treatment of both wastewater and stormwater.

These current and anticipated internal and external factors shape the current level-of-service provided by the Plant. The Plant Master Plan will identify opportunities and alternatives to reduce and/or eliminate the level-of-service gaps.

Plant Master Plan Organizational Structure

The selected consultant will be required to provide a broad range of technical and specialized services to support the development of the Plant Master Plan. Work will be commenced in phases, upon issuance of Task Orders by the City, which will define a specific scope of work, schedule of performance and budget.

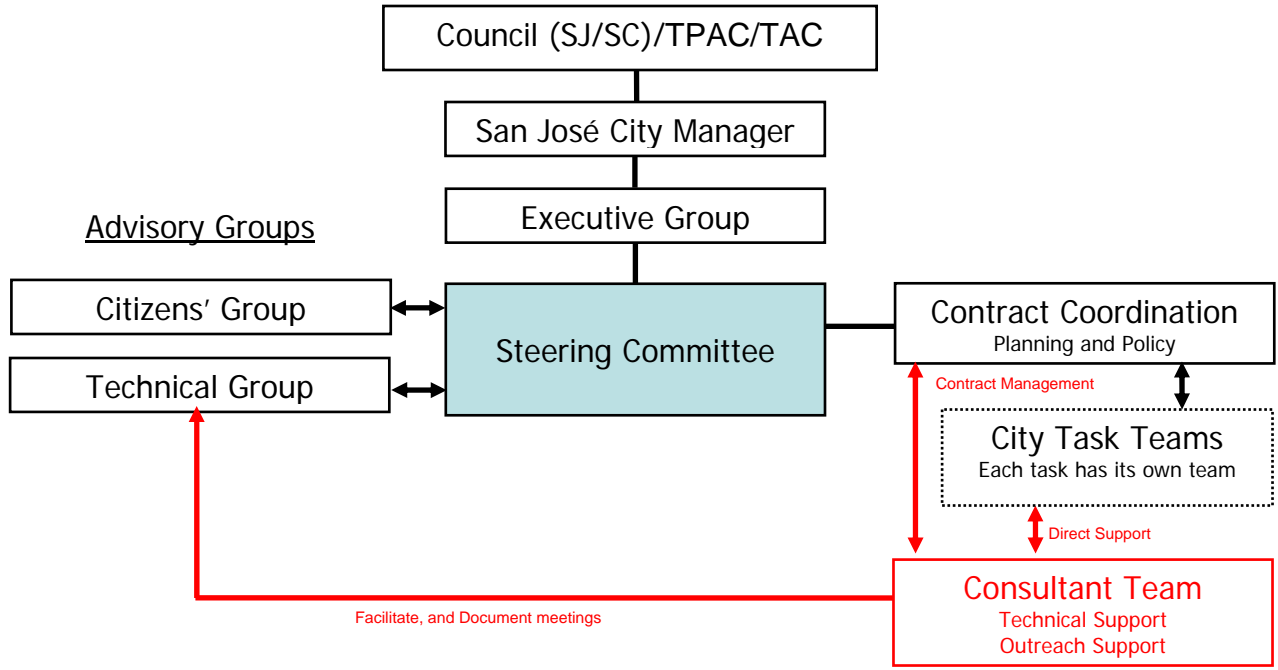
The Consultant will work directly with the Environmental Services Department (ESD) contract manager on issues related to overall project coordination, deliverables, and invoicing. The contract manager will receive input from a steering committee made up of staff from the City of San José and the Tributary Agencies. The steering committee will be organized by staff from ESD. The Consultant will also interface directly with other City staff on a per-task basis depending on the specific requirements of the task in integrated teams of staff and consultants. The Consultant will be expected to meet with the contract manager at least once a month over the duration of the contract and as needed with staff working on the specific tasks. The meeting schedule will be incorporated into the City issued Task Orders.

A number of advisory groups will assist the steering committee in evaluating the Plant Master Plan's progress and deliverables. The final approval for the Plant Master Plan lies with the city councils of the cities of San José and Santa Clara. The Treatment Plant Advisory Committee (TPAC), which is composed of elected representatives from the cities of San José and Santa Clara, and Tributary agency officials, advises the San José and Santa Clara City Councils on decisions related to the Plant. A Technical Advisory Committee (TAC) is comprised of staff from the aforementioned agencies and advises TPAC. All major Plant expenditures must go through these bodies. The Consultant may be asked to present interim and final product reports to these bodies as requested by the City; however, the Consultant will not be responsible for preparing agendas for these meetings.

In addition to these standing decision-making and advisory groups, three groups will be created to help guide the Plant Master Plan steering committee. These include: an Executive Group made up of decision makers in the City of San José, a Technical Group consisting of experts in a number of disciplines (including but not limited to wastewater, biology, and ecology) and regulatory bodies, and a Citizens' Group composed of members from the public, nonprofit groups, and business interests. The schedule of the advisory groups will be determined as part of Task 1. The Consultant will be expected to provide suggestions for members of the technical group, and once set up by City staff, the Consultant will facilitate and document the Technical Group meetings. The Consultant will provide a public agenda and notices to the Technical Group meetings when needed. The Consultant may also be required to provide expertise, technical support, and make presentations, as needed to the Executive Group and the Citizens' Group. However, these groups will be organized, facilitated, and documented by City staff.

The Consultant will be expected to work with the City of San José's Marketing and Communications Group in the Environmental Services Department whenever necessary.

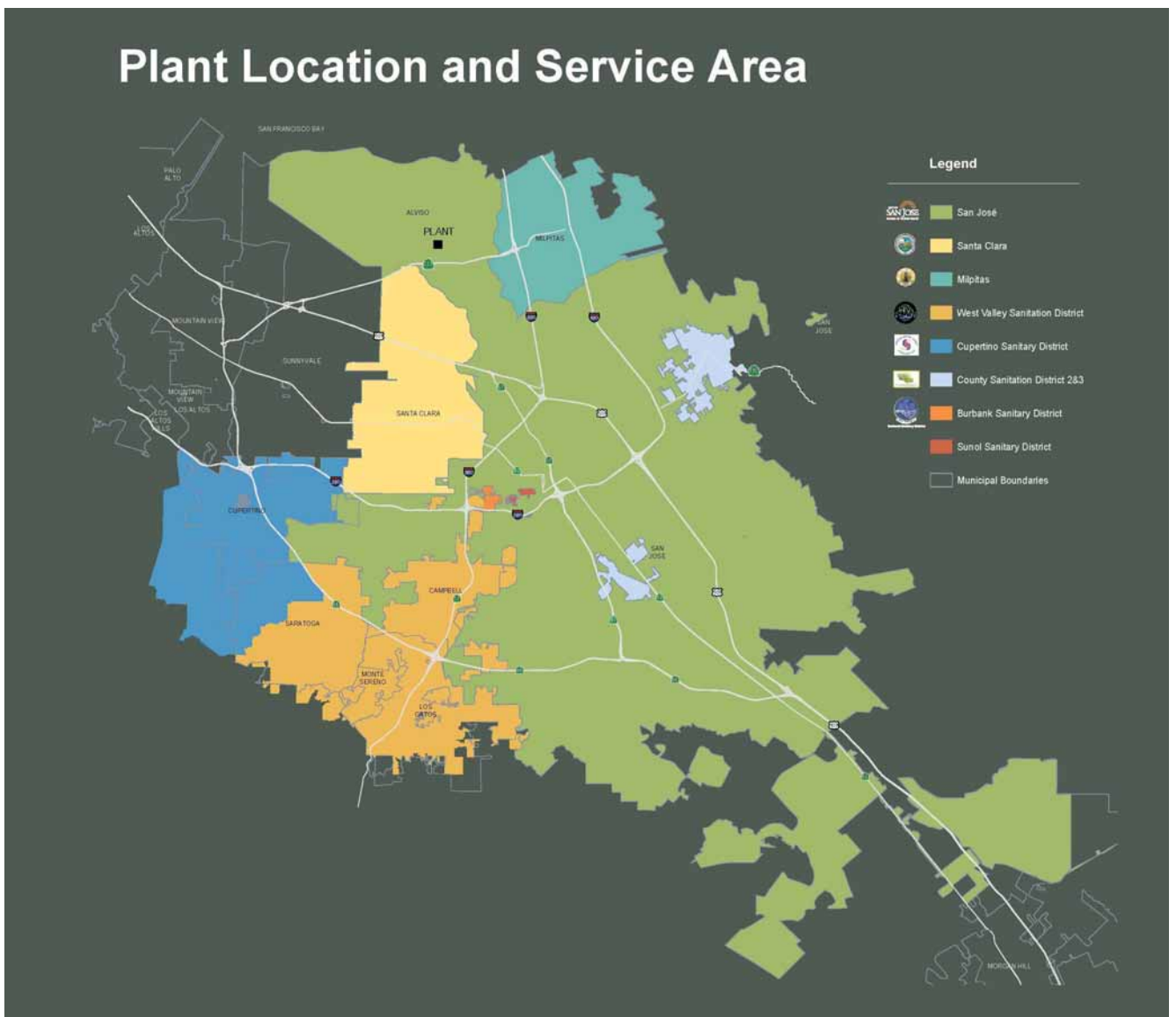
Plant Master Plan Management Structure



Section II. BACKGROUND INFORMATION

City of San Jose and Tributary Agencies

The cities of San José and Santa Clara jointly own the San José/Santa Clara Water Pollution Control Plant (Plant), a regional advanced wastewater treatment facility. The Plant serves a population of approximately 1.3 million and is administered and operated by the City of San José for Santa Clara and tributary agencies located within the Santa Clara Valley. The tributary agencies are: the City of Milpitas, West Valley Sanitation District (serving Campbell, Los Gatos, Monte Sereno, Saratoga, and unincorporated areas in the westerly part of the valley), Cupertino Sanitary District (serving Cupertino and nearby unincorporated areas), County Sanitation District 2 & 3 (serving the eastern part of the valley and central parts of the valley), Sunol Sanitary District, and Burbank Sanitary District.



Mission of the Plant

The mission of the Plant is to manage wastewater for suitable discharge into the South San Francisco Bay (South Bay) and for beneficial reuse to protect the environment and public.

The Plant and Buffer lands

The Plant first began operations in 1956 as a primary treatment facility with the capacity to treat 38 million gallons per day (mgd) of wastewater. The Plant received major upgrades in 1964 and 1979 to a tertiary treatment Plant. The central operational area of the Plant now covers nearly 190 acres at the southernmost tip of the San Francisco Bay and has a rated regulatory capacity to treat 167 mgd, making it one of the largest advanced water treatment plants in the nation.

Over 200 employees work at the Plant treating average dry weather influent flows of 125 mgd from the Cities of San José, Santa Clara and the Tributary agencies. The wastewater is treated through physical, biological, filtration, and chemical processes removing over 99 percent of the impurities in the wastewater before the water is discharged to Artesian Slough in the Lower San Francisco Bay or reused as recycled water in the South Bay Water Recycling system. About 10 percent of the effluent is distributed over 100 miles of pipeline in the Plant service area as recycled water for irrigation and cooling towers.

The Plant is located at the southernmost portion of the San Francisco Bay in the Alviso neighborhood of San José. The Don Edwards Wildlife Refuge is located just north of the Plant. Located to the east are Coyote Creek and the City of Milpitas. The growing area of North San Jose is situated to the south. The Alviso residential neighborhood is located just to the west.

The Plant is just a few feet above sea level with bay mud as the predominant underlying soil type. Of the 2,680 acres owned by the Plant in Alviso, only the Plant operational area is located outside of the 100-year flood plain.

The prevailing winds travel from the north and northwest at speeds generally under 10 mph.

The weather pattern is a Mediterranean climate with wet winters and dry summers. Due to infiltration in the sanitary sewers, the Plant's influent rates are much higher in the winter.

The Plant lands (not including former salt pond A18) comprise 1,824 acres that include wastewater treatment facilities, sludge lagoons and drying beds, recycled water pump station, expansion area, and buffer lands to buffer neighboring land uses from odors and chemicals. A burrowing owl mitigation area, private horse ranch, and a number of utility and flood control/habitat protection easements are currently located on the buffer lands.

The City purchased a former salt pond, Pond A18, from Cargill in 2005 as additional buffer land. The Pond is approximately 856 acres in size and is currently managed as a flow through lagoon with separate waste discharge requirements. Pond A18 was purchased to provide long-term operational flexibility to the Plant. The City is an active participant in the ongoing South Bay Salt Pond Restoration process.

Regulatory Requirements

A. Effluent to the Bay

The Plant must meet stringent regulatory requirements on discharges to the sensitive ecosystem of the South San Francisco Bay. These requirements include pollutant limits and the need to ensure that Plant freshwater flows do not adversely impact the salt marsh habitat of the California Clapper Rail and the Salt Marsh Harvest Mouse. In the past, 120 mgd has been considered the “trigger” for evaluating whether adverse impacts may occur. The average dry weather effluent flow in the last year for which records are available is approximately 100 mgd.

B. Biosolids

Biosolids are thickened, anaerobically digested and stabilized in lagoons and drying beds. The biosolids are then solar dried to about 75% total solids before reuse as alternative daily cover at the nearby Newby Island Landfill. This treatment process yields “Class A” biosolids.

C. Recycled Water

Current dry weather maximum reuse is approximately 12.6 mgd. Water recycling is regulated by the Health and Safety Code, Water Code, and Titles 22 and 17 of the California Code of Regulations. The specific conditions and planning for the recycled water system will not be part of this Plant Master Plan. A separate long-range planning process is underway for the entire South Bay Water Recycling System; however, process improvements and land use requirements for any upgrades must be considered as part of the Plant Master Plan process.

D. Air

The Plant’s air emissions are under the authority of the Bay Area Air Quality Management District (BAAQMD). Permits cover emissions of a range of by-products from the treatment processes such as NO_x, SO_x, methane gas, and other air-borne compounds. BAAQMD also monitors odor complaints.

E. Security and Disaster Preparedness

Publicly Owned Treatment Works (POTW) across the United States have been listed by the Department of Homeland Security as high risk terrorist targets. The Plant must consider this specific scenario in addition to other manmade disasters and natural disasters such as flooding and seismic events in all day-to-day operations and long-range planning.

F. Other Regulatory Authorities

The levees around the Plant lands are under the jurisdiction of the United States Army Corps of Engineers and the Bay Conservation and Development Corporation. Actions taken on the Plant's lands may also require the regulatory approval of the United States Fish and Wildlife Service (USFWS), the California Department of Fish and Game, the State Coastal Conservancy, and National Oceanic and Atmospheric Administration Fisheries Service. In addition, some of the levees surrounding A18 are owned by the USFWS and the Santa Clara Valley Water District.

Past and Current Planning Efforts

The last major Plant Master Plan was completed in 1968 to plan for the construction of the tertiary treatment system. Since then the Plant's planning efforts have addressed a single function or condition. One example of a recent issue specific planning effort is the wet weather reliability project. In addition, a land use policy was adopted by the San José City Council in 2000 to guide land use decisions on the Plant buffer lands. The following past planning effort serve as foundational documents for the Plant Master Plan process.

A. Plant Lands and A18 Opportunities and Constraints Assessments

The Plant Lands and A18 Opportunities Assessment (two companion reports), completed in January 2007 by H. T. Harvey and Associates, describe a wide range of land-use alternatives for the 2,680 acres of Plant property. The Assessment also details the physical, environmental, social, and land-use constraints to these opportunities. See <http://www.sanjoseca.gov/esd/plantmasterplan/default.asp> for a copy of the report.

B. Infrastructure Condition Assessment

Also completed in January 2007, this CH2M Hill Infrastructure Condition Assessment (ICA) details the needs of the Plant to ensure continued wastewater treatment at existing levels. The ICA identified over \$250 million critical improvements needed immediately out of nearly \$1 billion in total improvements needed. The \$250 million in critical needs will be included in the Plant's 5-year Capital Improvement Plan (CIP) budget. These improvements will include upgrades to the electrical systems and the digesters. See <http://www.sanjoseca.gov/esd/plantmasterplan/default.asp> for a copy of the report.

C. Electrical Reliability Improvements

The ICA identified the electrical system as an immediate critical need. An Electrical System Master Plan was completed by YEI Engineers in October 2004, defining the needs and solutions for the Plant's entire electrical system including co-generation, generators, switchgears, transformers, cabling, and all other components of the electrical system. These plans have been augmented by the Plant's plans to construct a 1 MW fuel cell. These plans will be made available to the proposer after the contract has been awarded.

D. Digester Rehabilitation

The Plant is currently developing a contract for immediate digester repair and rehabilitation as identified by the Infrastructure Condition Assessment. These immediate repairs are needed to continue non-stop operation of the Plant's solid processing facilities. The selected Master Plan Consultant will be required to coordinate Master Plan efforts related to solids processing with the digester rehabilitation process, to avoid duplication of effort or the implementation of redundant or outdated systems.

E. Asset Management

The Computerized Maintenance Management System (CMMS) is a multi-purpose project designed to perform the functions of asset management, inventory control, as well as asset tagging through a geographic information system (GIS). The implementation of the CMMS system will continue throughout the Plant Master Plan process and will be completed and fully implemented in 2012.

F. Succession Planning

Like many POTWs around the country, the Plant faces a crisis in the availability of qualified workers to operate and maintain the Plant's facilities. The Plant is working with other departments to identify options for succession planning.

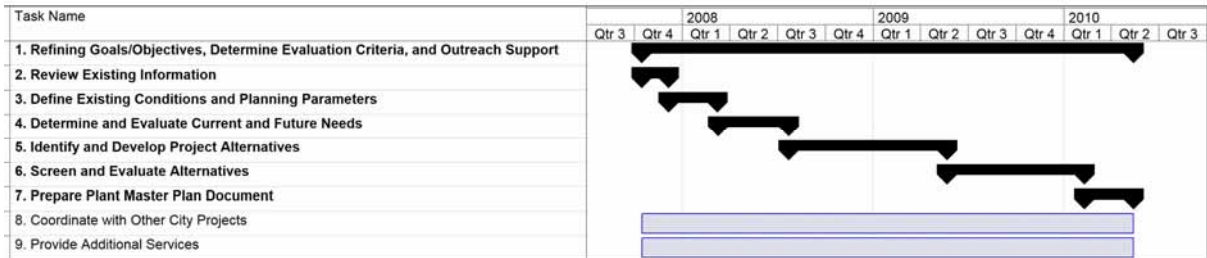
G. Health and Safety and Regulatory Compliance Assessment

The Plant is currently engaged in an audit of health and safety records as well as regulatory compliance for Environmental Management System compliance.

Section III. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

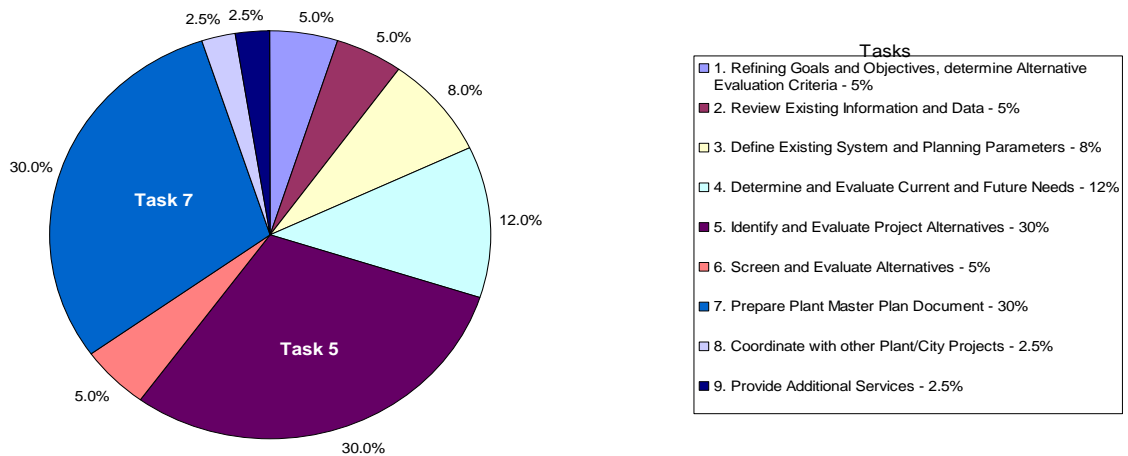
The Master Planning effort is anticipated to involve nine general tasks, which are more specifically described below:

The following chart illustrates the anticipated time frames for each task.



The following pie chart illustrates the approximate level-of-effort anticipated for each task. As part of the RFP, the Proposer should determine if the level-of-effort chart indicated below is sufficient to complete the Plant Master Plan.

**Plant Master Plan
Expected Task Percent Effort**



A. Scope of Services and Tasks:

The following sections provide the overall tasks of the contract and additional information pertinent for each task.

These tasks will be accomplished in three phases based on available budget. No work will commence on any of these tasks until a more specific Task Order has been issued by the City, including detailed subtasks, timelines, deliverables and compensation.

Task 1 – Assist in refining the goals and objectives for the Plant Master Plan, determine alternative evaluation criteria, and outreach support

Consultant team will assist in refining the vision, goals, and objectives for the Plant Master Plan. The Plant Master Plan steering committee developed a vision and six goals specific to address the land use planning for the Plant's buffer lands and Pond A18.

The goals are:

- Sustainability: Ensure that the Plant operates more cost-effectively and anticipates future Plant needs for capacity, treatment, and reliability improvements;
- Regulatory Compliance: Meeting and exceeding current Federal, State, and regional regulatory requirements while providing new opportunities for recycled water utilization;
- Worker and Community Safety: Minimize toxic hazards and replace them with less hazardous alternatives;
- Habitat Protection and Restoration: Particularly related to former salt pond A18 and other on-site habitat, encourage environmentally positive outcomes consistent with the South Bay Salt Pond restoration effort that will increase wildlife habitat, reduce flood risk, and conserve energy;
- Good Neighbor/Public Value: Improve integration and acceptance with the local community by becoming an ecological asset of natural beauty and free of odor; and
- Economic Opportunities: Allow complementary, sustainable land uses that either generate revenue or reduce costs while providing flexibility for future growth.

At this point no specific objectives or targets have been identified. While these goals apply to the entire Plant Master Plan effort, they need to be refined to more accurately reflect the complexities of Plant's infrastructure, facilities, and operations. The current vision and goals have been presented to the public at a workshop that was part of the Plant Open House on October 14, 2006. The public comments will be made available to the selected consultant team. The vision and goals have also been presented to the Plant's Technical Advisory Committee (TAC). The Consultant will work with City staff, stakeholders, and community groups to refine the vision and goals and develop specific objectives with measurable outcomes based on level-of-service indicators. This will be the first and a key component to be used for the

outreach portion of the master planning process, which will be led by ESD's Marketing and Communication staff.

The Consultant team will assist the City as requested in all outreach related activities to define the vision, goals, and objectives of the Plant Master Plan to a variety of stakeholders. Services may include the following but are not limited to: meeting organization and logistics, meeting announcements and invitations, meeting facilitation, and supplying collateral materials. Technical support for 15 to 20 meetings may be required.

Ongoing stakeholder outreach will continue throughout the Plant Master Plan process beyond Task 1 in three forums:

- B. Consultant will assist in the meetings of the Technical Advisory Group made up of experts in fields related to the wastewater treatment field and other technical and regulatory issues;
- C. Consultant will assist ESD's Marketing and Communication Group with technical support for the Citizen Advisory Group; and
- D. Consultant will present technical information and interim products to the Executive Group.

Additionally, the consultant may be asked to attend monthly steering committee meetings to provide technical information, progress updates, and other information as needed.

Task 1.1: Develop specific workplan, budget, and timeline for Task 1.

Task 1.2: Refine vision, goals, and objectives

Deliverables:

- Workplan, budget, and timeline
- First draft refined vision, goals, and new specific objectives with measurable outcomes based on level-of-service indicators for the committee's review
- Second Draft for stakeholder review (stakeholder process to be managed by the City)
- Final Draft of vision, goals, and specific objectives

Task 1.3: Assist in the identification of the Technical Advisory Group consisting of experts in a number of disciplines (including but not limited to wastewater, biology, and ecology) and regulatory bodies

Task 1.4: Other outreach services as requested.

Deliverables may include:

- Meeting organization and logistics
- Meeting announcements and invitations
- Meeting facilitation
- Supplying collateral materials and displays
- Website development and maintenance

Task 2 – Review Existing Information and Data

Throughout the 50 years of Plant operation, many studies, plans, policies, regulatory documents, and other technical information have been collected to define the conditions and operations of the Plant. The Consultant will review key studies that define the overall condition of the Plant. Three key documents will be made available for the preparation of this RFP: The 2000 City Council Policy on Use of San Jose/Santa Clara Water Pollution Control Plant Lands, the 2007 Pond A18 and Plant Lands Opportunities and Constraints Assessment (H.T. Harvey), and the 2007 Infrastructure Conditions Assessment from CH2MHILL. All relevant documents will be made available to the Consultants once the contract has been awarded.

Additional review of prior studies may be required as part of the contract. Any ongoing studies or reports that will be completed over the course of the contract period may need to be incorporated into the Plant Master Plan. Staff may also ask for the Consultant's input and comments on draft documents before they are finalized.

Some of the items to be review include, but are not limited to:

1. Technical Documents.
 - a. Infrastructure Condition Assessment, CH2M Hill, January 2007
 - b. Pond A18 Existing Conditions and Opportunities and Constraints Assessment, H.T. Harvey and Associates, January 2007
 - c. Plant Lands Opportunities and Constraints Assessment, H.T. Harvey and Associates, January 2007
 - d. Electrical System Master Plan
 - e. CMMS scope of services
 - f. Preliminary Feasibility Report: Land Use Study for the City of San José Nine Par Landfill Site, SCS Engineers, March 2007
 - g. Record Drawing and Asset Tagging Report, CH2M HILL, November 2006
 - h. Facilities Condition Assessment Study, Black and Veatch, August 1997
 - i. Others as needed
2. Regulatory Documents and Requirements
 - a. Plant's NPDES Permit, San Francisco Bay Regional Water Quality Control Board, 2003
 - b. Plant and Pond A18 discharge reports
 - c. Bay Area Air Quality Management District permits
 - d. Municipal Regional Permit for Urban Runoff
 - e. Others as needed
3. Policy Documents
 - a. San José 2020 General Plan
 - b. Alviso General Plan
 - c. City Council Policy on the Use of San José/Santa Clara Water Pollution Control Plant Lands, October 19, 2000.

Task 2.1: Develop specific workplan, budget, and timeline for Task 2.

Task 2.2: Existing Information Report

Deliverables:

- White paper on major findings from review of existing information and data as they relate to the development of the Plant Master Plan

Task 3 - Define Existing System and Planning Parameters (Boundary Conditions)

The Consultant shall identify the Plant's physical conditions and all of the inputs that affect its current performance inside and outside of the physical Plant fence-line. Integrating and building on the in-development Computerized Maintenance Management System (CMMS) project of asset management is a key component of this process in defining the Plant's existing operations. Proposers shall outline the level of effort that would be required for an asset management system to support the Plant Master Plan process beyond the current CMMS effort.

The Consultant shall also fully define the current wastewater operations and the level-of-treatment provided by all areas of the Plant. The Consultant must identify essential information regarding flow capacity, quality of treatment, energy consumed, replacement/maintenance costs, and labor required to define the internal parameters and level-of-service currently provided by each core process.

In addition to asset management and understanding the Plant's operations, a number of other factors both internal to the Plant's boundaries and external forces shape the current conditions and future options of the Plant. The following needs shall be included in the review:

1. Define the current operations (flow, loadings, etc.), facilities and the surrounding environments that will have an effect on the operation and planning of the facility and included in the Plant Master Plan – this is the planning parameters fence-line
2. Identify all the planned or partially constructed improvements under separate projects or programs
3. On-site Habitat and regulatory jurisdictions including defining and mapping jurisdictional wetlands and any other regulatory jurisdictions on Plant lands
4. Human Assets – Evaluate the shift structure, staffing levels, skills and years to retirement to determine staffing capacity and needs for the future facilities
5. Business Processes – Evaluate business processes and systems that impact the facility including elements such as resource availability and purchasing
6. Parameters to include but not limited to:
 - a. Planning period: 30 years
 - b. Population and economic data and any additional relevant projections that will determine influent flow rates and composition
 - c. Land use regulations
 - d. Current flood protection
 - e. Community values/impacts

- f. External Constraints (outside of the control of the Plant or the City)
 - i. Aging workforce
 - ii. Energy production/costs
 - iii. Climate change and sea-level rise
 - iv. Legislation
 - v. Future biosolids management and reuse
 - vi. Advances in automation technology
 - vii. Water costs and shortages
 - viii. Odor impacts to surrounding communities
- g. Per capita wastewater generations rates
- h. Commercial and industrial wastewater flow rates
- i. Dry weather flow rates
- j. Wet Weather flow rates
- k. Infiltration/inflow rates as identified in the Sanitary Sewer Master Plan
- l. Existing capacities and treatment levels
 - i. Liquids
 - ii. Solids
 - iii. Odor control
- m. Organic loading parameters
- n. Greenhouse gasses released and other air quality impacts
- o. Recycled Water Demand as identified in the Recycled Water Master Plan

Task 3.1: Develop specific workplan, budget, and timeline for Task 3

Task 3.2: Develop integration parameters for an asset management program for the Plant with the Computerized Maintenance Management System (CMMS) currently in development.

Deliverables:

- Existing conditions report
- Outline the level of effort that would be required for an asset management system to support the Plant Master Plan process beyond the current CMMS effort

Task 4 - Determine and Evaluate Current and Future Needs

The Consultant shall assist the Steering Committee in determining the future needs of the Plant by examining the connection between possible changes in regulatory requirements, projected wastewater flows and characteristics, the findings of the Infrastructure Condition Assessment, and community priorities.

1. Regulatory Requirements. The consultant will identify improvements needed to reliably maintain compliance with all current regulations. The consultant will also identify the most probable regulatory developments in the next 30 years and the long-term system improvements that will likely be needed to address these future regulatory trends, including the Municipal Regional Permit for urban runoff. Improvements

- recommended to meet current needs should provide for the flexibility to address potential future changes in standards and regulations.
2. Evaluate immediate needs assessment. The Infrastructure Condition Assessment report identified the systems needed to be repaired or replaced to maintain the current Plant operations. The Consultant will integrate this needs assessment and other planned or partially completed needs assessments with the analysis of current level-of-service gaps to identify the future needs. The gaps will be determined by comparing the existing conditions (reliability and redundancy from task 3) with the desired level-service. The level-of-service indicators include but are not limited to:
 - a. System reliability
 - b. System optimization (to maximize cost-effectiveness)
 - c. Flows and loadings
 - d. Effluent limits
 - e. Liquid stream treatment type and capacity
 - f. Solids stream treatment type and capacity
 - g. Fats, oils, and grease digestion
 - h. Air stream (odor) treatment type and capacity
 - i. Landscaping
 - j. Communications and networking
 - k. Plant worker safety
 - l. Plant security
 - m. Transportation safety and traffic
 - n. Other systems
 - o. Impacts on the host neighborhood
 - p. Community impacts
 - q. Effects on the business community
 3. Determine Long-term planning needs
 - a. Redundancy
 - b. Automation
 - c. Physical/Mechanical (primary) treatment
 - d. Biological (secondary) treatment
 - e. Filtration (tertiary) treatment
 - f. Disinfection
 - g. Biosolids processing (including legacy biosolids)
 - h. Office space, warehouse facilities, and support facilities
 - i. Asbestos removal
 - j. Inventory and warehousing of spare parts
 - k. Documentation and record keeping
 - l. Green infrastructure
 - m. Energy consumption and generation
 - n. "Natural" treatment systems and "green" options
 - o. Flood control (tidal and fluvial) including sea-level rise due to global warming
 - p. Other global warming impacts
 - q. Limiting effluent discharge to the South Bay

- r. A18 Future uses and link to South Bay Salt Pond Restoration Project
- s. Odors
- t. Visual impacts
- u. Regional cooperation
- v. Satellite treatment facilities
- 4. Identify public concerns and interests
- 5. Determine long-range staffing impacts for operators, mechanics, and engineers
 - a. Succession planning
 - b. Knowledge retention
 - c. Training, development, and retention

Task 4.1: Develop specific workplan, budget and timeline for Task 4.

Task 4.2: Needs Evaluation Report

Deliverables:

- Draft and Final Report on Needs Evaluation and level-of-service gaps

Task 5 - Identify and Develop Project Alternatives

Project alternatives will be identified and developed by integrating the findings and level-of-service gaps identified in Task 4. The alternatives shall integrate the goals and objectives and seek to maximize multiple benefits without sacrificing the minimum level-of-service required for the Plant. The alternatives shall also reduce the Plant's overall environmental footprint. A number of viable alternatives (no fewer than four and no more than 10) will be developed.

1. Identify project alternatives to address specific needs of the wastewater treatment system. This may include but not be limited to alternatives to reuse or remediate the old biosolids lagoons and alternatives to optimize biosolids treatment processes and operation, including use of alternative technologies, where changes will result in higher energy efficiency, higher reliability, lower residual volume, and/or lower odor impact. Project alternatives must also integrate optimal uses of the Plant's buffer lands including Pond A18, the land along Highway 237 and the 9 Par landfill.
2. Explore innovative and creative strategies that yield multiple benefits. These shall include but not be limited to innovative and energy efficient, sustainable technologies or designs that reduce or eliminate the use of hazardous products. Additional public access opportunities and educational displays should be explored whenever possible.
3. Perform a preliminary assessment of the feasibility and applicability of the various project alternatives and their effectiveness at addressing the identified needs.
4. Develop technical information, including performance, reliability, ease of operation, capital and O&M costs, environmental impacts, energy consumption, and other information to facilitate the preliminary screening of project alternatives.

Task 5.1: Develop specific workplan, budget, and timeline for Task 5.

Task 5.2: Project Alternatives Report

Deliverables:

- Draft, second draft, and final report describing four to ten project alternatives for review by the Committee and stakeholders.

Task 6 – Screen and Evaluate Alternatives

The alternatives developed in Task 5 will be reviewed and evaluated by the City of San José project team, the technical advisory committee, and stakeholders, to narrow down the list of possible options. The Consultant shall compile the feedback to further define the most-favored options and perform cost-benefit, life-cycle cost, and preliminary environmental impact analyses. These options will be further narrowed down through the continuing public participation process that was established as part Task 1, to define the preferred options. These options, or best apparent alternative, will be the basis of the NEPA/CEQA documentation.

Task 6.1: Develop specific workplan, budget, and timeline for Task 6.

Task 6.2: Alternative Evaluation Report

Deliverables:

- Using documents prepared by the Outreach consultants, compile public and stakeholder feedback on the alternatives.
- Draft of Final alternatives report, including cost-benefit analysis.
- Second Draft and Final reports on alternatives

Task 6.3: Identification of “preferred project” for EIR/EIS analysis. The Consultant will prepare technical documents to support the NEPA/CEQA process as requested by the City of San José project team.

Deliverables:

- Preferred project summary statement

Task 7 – Prepare Plant Master Plan Document

The Plant Master Plan documents will only be complete once the NEPA/CEQA documentation has been completed under a separate contract. The environmental documentation will be incorporated into these final documents.

1. Facilities, including site layout (30-year CIP with prioritization and phasing that will allow the Plant to accommodate planned growth, meet existing and anticipated regulatory requirements, extend the useful life of existing facilities, and to operate sustainably at its current location into the indefinite future)
2. Buffer Land Plan (including appropriate land uses) that will be the basis for changes to the San José General Plan.
3. Staffing Plan
4. Master Plan Implementation Costs

5. Implementation Program with Schedule (including planning, environmental documentation, permitting, design, and construction)

Task 7.1: Develop specific workplan, budget, and timeline for Task 7.

Task 7.2: Master Plan Documents

Deliverables:

- Outline of Master Plan (draft and final)
- 3 drafts of Master Plan document and final document

Task 8 - Coordinate with Other Plant/City projects

Upon request, consultant shall coordinate with other Plant or City projects such as the sewer collection system master plan.

Task 9 - Provide Additional Services

Additional Services as assigned and specifically authorized by the City based on development of specific task orders may include:

1. Additional engineering analysis
2. Public presentations
3. Review work performed by staff
4. Technical assistance addressing issues raised during the process
5. Documentation to support the environmental clearance process

B. Schedule of Performance:

The Plant Master Plan is scheduled to be a 32 month project with intermediate deliverables produced throughout the term of the contract. The schedule for each task and its deliverables will be set for in Task Orders issued by the City. The initial contract will be for the first year. Extensions for the second and third years will need to be authorized by the San José City Council.

Section IV. DESIRED QUALIFICATIONS

The successful RFP submittal shall demonstrate that the team proposed to work on this project has the appropriate technical and professional background as well as access to adequate resources to fulfill the stated scope of services. Submittals shall present an outline of the work plan for delivering the tasks and deliverables stated in the scope. This shall include a description of the proposed steps to complete the project, a timetable, a staffing plan and any other information relevant to developing the Plant Master Plan within the budget provided.

Proposers should have broad experience that can inform this project and successful experience with similar projects. This may include, but not be limited to, the following:

- Previous master planning experience for a large, complex wastewater treatment plant and/or other infrastructure projects.
- Previous experience with treatment process evaluations, including new and “green” technologies.
- Knowledge of regulatory requirements and emerging trends.
- Previous bufferland planning experience, including wetlands creation.
- Demonstrated technical and analytical skills.
- Demonstrated management experience.
- Previous experience with stakeholder input in the development of a coherent and integrated plan.

Proposers who anticipate needing to use subconsultants to deliver a successful master planning project customized for the Plant, must identify the disciplines for the work that will be subconsulted and provide the above information for each proposed subconsultant.

Section V. TERM OF AGREEMENT

The initial term on the agreement is anticipated to be October 1, 2007 – September 30, 2009, based on the budget provided for the project for fiscal year 2007-08. The City will have two options to extend the term of the Agreement, through June 30, 2010 and increase the maximum compensation, based on the budget provided for fiscal years 2008-09 and 2009-2010.

Section VI. COMPENSATION AND WORK HOURS

The maximum amount of compensation for the initial term and each option year will be negotiated with the selected consultants, based on the submitted proposal, including that consultant’s submitted rated schedule. Each Task Order issued by the City will specify the maximum amount of compensation and the rate and schedule of payment for the work described in that Task Order. The maximum amount of compensation in both the Agreement and each Task order will be stated on a not-to-

exceed basis and will include the total payment for professional services, including reimbursable expenses, additional services, supplies, materials, and equipment. Payments for labor for services will be made on the basis of actual time expended by the Consultant or Consultant's approved sub-consultants.

The successful proposer will be required to submit a detailed rate schedule for all professional services and reimbursable expenses for which payment may be required, including subconsultant rate and expenses.

Sub-consultant work will not exceed 50% of the total work without City approval. Markup on sub-consultant work must be justifiable and approved by City, and will be limited to a maximum of 5% of the sub-consultant cost.

Section VII. SUBMITTAL REQUIREMENTS

To be considered responsive to this Request for Proposal (RFP), submittals shall address the requested items in subsections A, B, C, D, E, and F below. The proposal, excluding appendices, shall not exceed 50 pages. Extensive, complex, analytical work that would otherwise be performed during the course of work for the project shall not be included.

The cover letter shall not exceed two pages. Resumes for the proposed project and subconsulting teams, if any, shall be provided as an appendix. Do not submit additional information. Proposals shall be bound with numbered tabs identifying each section herein specified.

Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

To demonstrate its qualifications and ability to perform the consultant services described in the Scope of Services and Schedule of Performance and subject to the provisions of the Standard Agreement, the Consultant shall submit a proposal containing information as summarized in this section. Responses shall be concise and shall address the Consultant's qualifications and experiences.

The Consultant's or a subconsultant principal, partner, and/or officers (at least one of the above) must possess a valid State of California professional registration in the claimed field of expertise.

A. Executive Summary

A summary containing highlights of Consultant's qualifications to provide the services described in the RFP, demonstrating Consultant's knowledge of the elements of the scope.

B. Project Approach

A summary presentation of the proposed approach for performing the services, i.e., how the proposer plans to address each of the tasks listed in the scope, including any proposal for modification to the proposed scope of work, work schedule or level of effort shall be addressed in the proposal, to describe how the proposer project team would be organized and the work would be structured to ensure:

1. Quality performance.
2. Responsiveness to City's staff and project goals and requirements.
3. Ability to complete the project within scope and schedule.

C. Management Plan

A management plan describing how the services would be organized, including:

1. Proposer shall describe the functional and/or organizational structure of overall project management.
2. Describe the staffing plan the proposer intends to employ in order to provide the required services. Include any relevant qualifications and experiences of staff that will be used to provide the services.
3. Proposer shall note all of the sub-consultants that will be used throughout the project.
4. Outline background, past experience and organizational qualifications that enable proposer to provide the required services.
5. Any innovative management methods to increase effectiveness of the operation shall be described, as well as their projected value to the overall operation.
6. Proposer shall provide the specific tasks needed/recommended to address the scope of work.

D. Consultant Firm Information

Consultant will present the following information, demonstrating its experience on similar projects to that contemplated in the RFP. Information presented shall be brief, shall not include any unnecessary promotional material, and shall be presented in the sequence listed herein:

1. Legal name of firm.
2. Location(s) and telephone number(s).
3. Name of parent company, if any.
4. Date firm established.
5. Type of organization incorporated, if applicable (partnership, corporation, etc.) and where incorporated, if applicable.
6. Current size of firm and size variation during the past five years including size of office doing work locally.
7. Bank reference(s).
8. Firm organization chart (if different from C.1).
9. Names and resumes of firm's officer, principals and other key personnel (additional to those in item C.2).

10. A brief description of projects for which the Consultant has provided similar service during the past five years including the following information:
 - a. Client reference(s).
 - b. Project description and location.
 - c. Description of services provided.
 - d. Total value of services provided.
 - e. Budget performance.
 - f. Schedule of performance.
 - g. Key personnel involved.
 - h. Sub-consultants employed
11. Current commitments to other projects to confirm Consultant's ability to commit services and personnel to subject project.
12. List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name and telephone number, and insurance company.
13. List of subconsultants and their expertise and qualifications.
14. Additional pertinent information to aid the City in assessing Consultant's qualifications and experience.

E. Costs

The successful proposer will be required to submit a detailed rate schedule for all professional services and reimbursable expenses for which payment may be required, including subconsultant rates and expenses. The rate schedules should be submitted for the entire 32 months of the project, and therefore include any projected annual increases.

F. Attachments

1. ATTACHMENT A ACKNOWLEDGMENT FORM (optional)

Optional form to ensure improved communication with interested proposers
2. ATTACHMENT B CERTIFICATION (required)
3. ATTACHMENT C LOCAL AND SMALL BUSINESS PREFERENCE (optional)

Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

4. ATTACHMENT D CONFLICT OF INTEREST FORM (required)

All prime consultant principals and project managers identified in the proposal must submit this form.

G. Proposal Submittal Procedure

1. Consultant shall submit its proposal in accordance with the following requirements:

- Proposals shall be prepared on standard 8½" x 11" paper, double sided. The body of the proposal, excluding appendices shall not exceed 50 pages. Fold-outs containing charts, spreadsheets, etc., are permissible. Include a table of contents, section headings, and page numbers.
- One original and five (5) copies of the proposal shall be submitted. The proposal shall be firmly sealed in an envelope, which shall be clearly marked "**RFP Proposal for: Plant Master Plan Project**". Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the proposer unopened. Therefore, the envelope must also have a return address on the outside.
- The cover letter shall not exceed two pages. Resumes for the proposed project and subconsultants, if any, shall be provided as an appendix.
- One CD-ROM version of the full proposal shall be made available with files saved in a .pdf format.

2. The proposal shall be addressed to:

Matt Krupp, Planner II
City of San José
Environmental Services Department
200 East Santa Clara Street, 10th Floor
San José, CA 95113
Attn: RFP Proposal for: Plant Master Plan Project

3. The proposal will be received at the above address no later than 4:00 P.M. August 20, 2007.

The cost for developing the proposals are entirely the responsibility of proposers/consultant and the City will assume no liability therefore.

H. RFP Schedule

- Acknowledgement Forms from Consultants Due Date – July 2, 2007, 4:00 P.M. (these forms are optional, however, they will allow the City to ensure communication with interested consultants)
- Mandatory Preproposal Conference – July 10, 2007

A mandatory pre-proposal conference will be conducted at the San Jose/Santa Clara Water Pollution Control Plant offices on July 10, 2007, from 2:30 p.m. to 5:00 p.m.

The purpose of this conference is to review the RFP, provide clarification and respond to questions, and to allow consultants to review previous materials and reports pertinent to this effort.

ALL POTENTIAL PROPOSERS ARE REQUIRED TO ATTEND THIS CONFERENCE. Failure of proposer to attend this conference will result in rejection of proposer's proposal(s) without further consideration.

- Deadline for questions and requests for clarification from proposers – July 20, 2007
- City posts response to questions and clarifications – July 27, 2007
- Proposal Due – August 20, 2007, 4:00 P.M.
- Short-listing and Notification of Oral Interviews – August 31, 2007
- Consultant Interview – September 17 - 19, 2007
- Notification of Consultant Selection – October 12, 2007

Section VIII. SELECTION PROCESS AND EVALUATION CRITERIA

A strong combination of the information from Section IV, i.e. proposing team's background and expertise, thoroughness of the work plan to address the scope, and special relevant experiences, will comprise the core of the City's assessment about whether the submittal offers a well-organized and achievable proposal within the desired scope, time, and budget guidelines. More specifically, submittals will be reviewed and evaluated based on the following criteria:

- Up to 35% weight will be allotted for demonstration of organizational and staff professional background, experience, and access to resources to fulfill the stated scope of services, including past service record and reference checks.
- Up to 35% weight will be allotted for a work plan that achieves the scope and deliverables, including the proposed management structure and capacity of the consultant to perform the service.
- Up to 20% weight will be allotted for special relevant experiences or capabilities, including use of innovative methods and a commitment to a sustainable approach that help inform the project and contribute to its likelihood of success.
- A 5% weight will be allotted for local business enterprise status.
- A 5% weight will be allotted for small business enterprise status.

The top six ranked firms will be invited for an oral interview and will be further evaluated by a second and new panel on the clarity and relevance of project approach and other information presented using the same scoring method as indicated above. The consultant's proposed project manager must lead the presentation. Any subcontractors shall also have a representative at the interview. The final evaluation will be based on 60 percent of the score on the written submittals and 40 percent of the score on the interviews, and a contract will be negotiated with the selected consultant who, in the City's sole judgment, best meets the qualification criteria. The 5 percent weight for local business enterprise status and the 5 percent weight for small business enterprise status applies to the overall score.

Section IX. PROCESS INTEGRITY GUIDELINES

In accordance with Procurement and Contract Process Integrity and Conflict of Interest Council policy adapted on 02/07/2007, proposers may be disqualified from the procurement without further consideration for any of the following:

- A. Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
- B. Failure to direct all questions/inquiries through the contact listed in this document.
- C. Offering gifts or souvenirs, even of minimal value, to City officers or employees.
- D. Any attempt to improperly influence any member of the selection staff.
- E. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
- F. Evidence of submitting incorrect information in the response to a solicitation or misrepresentation or failure to disclose material facts during the evaluation process.

Section X. CONFLICT OF INTEREST

In order to determine whether a conflict of interest may exist, all proposers must complete the attached Conflict of Interest Form (Attachment D).

In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide services under this RFP will be subject to the following requirements:

- A. The proposer(s) selected under this RFP may be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.
- B. Proposer(s) may be precluded from having any interest in any potential proposals for future City procurements that may result from the work performed under the agreement resulting from this RFP.

Section XI. GENERAL INFORMATION

- A. Responses will be evaluated as outlined in Section VIII
- B. Final award shall be contingent upon selected firm (Contractor) negotiating Terms and Conditions in substantial conformity to the terms listed in Attachment E of this RFP.
- C. City reserves the right to accept an offer in full, or in part, or to reject all offers.
- D. You must respond to this RFP by the due date and time as stated on the cover sheet of this document in order for your quotation to be considered. Quotations may be submitted via fax or e-mail, and must be addressed to the attention of the contact listed on the cover sheet of this document, clearly labeled **RFP - Plant Master Plan Project**.
- E. The successful proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment E.
- F. All questions/inquiries must be made through the contact listed on the cover sheet of this document, via e-mail. Contact with representative(s) other than name listed in this RFP is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.
- G. All costs associated with responding to this request are to be borne by the Proposer.
- H. It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

Section XII. PUBLIC NATURE OF PROPOSAL MATERIAL

- A. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- B. Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.
- C. Do not mark your entire proposal as “confidential”.
- D. The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public records Act which provides the exemption as well as the factual basis for claiming the exemption.
- E. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Section XIII. OBJECTIONS AND PROTESTS

OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the purchasing contact listed below. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

PROTESTS

If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Director of Environmental Services no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

The address for submitting objections or protests is:

City of San José, Environmental Services
Attention: Mr. John Stufflebean
200 East Santa Clara Street, 10th Floor
San Jose, CA 95113

ATTACHMENT A

ACKNOWLEDGMENT FORM

Plant Master Plan Agreement

DATE_____

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NO:_____ FAX NO:_____

EMAIL ADDRESS:_____

REPRESENTATIVE_____ TITLE:_____

We are in receipt of the subject solicitation and anticipate the following course of action:

- YES, our firm may submit a proposal.
- NO, thank you, but at this time we are not intending to submit proposals on this solicitation.

Acknowledgment to be received by the City by email, mail, or fax no later than 4:00 p.m., July 2, 2007 to:

Matt Krupp, Plant Master Plan RFP Administrator
City of San José
200 East Santa Clara Street, 10th Floor
San José, CA 95113
Tel: 408-975-2578
Fax: 408-292-6213
Email: matt.krupp@sanjoseca.gov

ATTACHMENT B

CERTIFICATION

Proposing Firm Name:			
Address:			
Telephone:			
Facsimile:			
Contact person name and title:			

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

ATTACHMENT C

LOCAL AND SMALL BUSINESS PREFERENCE

**City of San Jose
Request for Contracting Preference for Local and Small Businesses**

Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements where price is not the determinative factor such, as an RFP, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total **points** in the **scoring**.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
Type of Preference	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost		LBE preference = 5% of Points SBE preference = 5% of Points

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone No.			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

--	--

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

--

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): Local Business Enterprise Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California

Date: _____

Signature _____ 39 _____

Print name _____

ATTACHMENT D

CONFLICT OF INTEREST FORM

To be completed by consultants making proposals. All prime consultant principals and project managers must complete this form.

NAME

DATE

PROPOSED ASSIGNMENT:

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
<p>1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?</p>		
<p>2. Stock and Investments</p> <p>(a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>(d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.</p>		
<p>3. Employment & Consulting</p> <p>(a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.</p>		

<p>4. Payments or Gifts</p> <p>(d) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(e) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the amount the payment or value of the gift, the name and position of the payor/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the location of the property.</p>		
<p>6. Positions</p> <p>(a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the name of the entity, and the title of the position held.</p>		

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

Signature

Print Name

Date

ATTACHMENT E
EXEMPLAR AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND

THIS AGREEMENT is made and entered into this _____ day of _____ 2007, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and _____, a _____ authorized to do business in California (hereinafter "CONSULTANT").

R E C I T A L S

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date of execution by CITY, and continue through June 30, 2008, inclusive, subject to the provisions of SECTION 11. CITY has three (3) options to require CONTRACTOR to continue performing services under this AGREEMENT, provided that CITY notifies CONSULTANT in writing of its exercise of each option by June 25th of each year beginning June 25, 2008. In the event that CITY exercises its options to extend the term, this Agreement shall be extended as follows, subject to the provisions of SECTION 12:

- Option No. 1 - term shall be extended through June 30, 2009
- Option No. 2 - term shall be extended through June 30, 2010
- Option No. 3 - term shall be extended through June 30, 2011

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ . If CITY exercises any option to extend this AGREEMENT, the maximum amount of compensation payable shall increase by such amount as may be appropriated by action of the City Council for each option period, which amount will be included in the Notice of Exercise of Option which is provided by City pursuant to SECTION 2 above. The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY, a statement of the services performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures. Such statement shall be sent to the following address:

The City of San José, Department of Environmental Services
Attn: (*Project Manager*)
200 East Santa Clara St, 10th Floor
San José, CA 95113

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. SUBCONTACTORS. [will be included only if subcontractors are identified in the selected proposal.]

Notwithstanding Section 7 above, CONSULTANT may use the following subcontractors in performing work under this AGREEMENT:

Change in subcontractors shall be made only with the prior written approval of the CITY's Director of Environmental Services. CONSULTANT shall be responsible for directing the work of the approved subcontractors and for any compensation due to any approved subcontractors. CITY assumes no responsibility whatsoever concerning compensation to subcontractors.

SECTION 9. INDEMNIFICATION.

CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT or sub consultant officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification. The provisions of this section survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of Section 10 relating to insurance.

SECTION 10. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 12. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this

AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

- C. CITY's Department of Environmental Services is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY, copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 13. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 14. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder, shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 19. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 20. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a

material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 12 of this AGREEMENT.

SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code (“Revolving Door Ordinance”). CONSULTANT shall not utilize, either directly or indirectly, any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 22. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 23. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 24. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F entitled “SPECIAL PROVISIONS” which is attached hereto.

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:
corporation

CITY OF SAN JOSE, a municipal

Deputy City Attorney

By _____

“CONSULTANT”

By _____

By _____

EXHIBIT A

RECITALS

WHEREAS, the CITY OF SAN JOSE desires to obtain engineering and technical support consultant services for the development of a Master Plan for the San Jose/Santa Clara Water Pollution Control Plant; and

WHEREAS, _____ has the necessary professional expertise and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain _____ as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

EXHIBIT B

SCOPE OF SERVICES

CONSULTANT shall provide engineering and technical support consultant services for the development of a Master Plan for the San Jose/Santa Clara Water Pollution Control Plant.

CONSULTANT'S services shall be provided as requested by the DIRECTOR on an as-needed basis, as set forth in a specific project service order.

BASIC SERVICES

SECTION 1. GENERAL PROVISIONS.

- A. CONSULTANT shall perform all services to the satisfaction of the DIRECTOR.
- B. All of the services furnished by CONSULTANT under this AGREEMENT shall be of the currently prevailing professional standards and quality which prevail among environmental and engineering consultant professionals of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines which are in effect at the time such documentation is prepared.
- C. All work performed under this AGREEMENT shall be authorized by a specific Service Order. Each Service Order given by CITY shall detail the nature of the specific services to be performed by the CONSULTANT, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which CONSULTANT shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. CONSULTANT shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by CONSULTANT shall be at no cost to the CITY.
- D. CONSULTANT shall begin work under the service order only after receipt of the service order bearing the approval signature of the DIRECTOR or the DIRECTOR'S designee and the signature of the City Attorney approving the service order as to form. Each authorized Service Order issued under this AGREEMENT by CITY shall be incorporated into the terms and conditions of this AGREEMENT.

- E. CITY will assign a Project Manager to facilitate each Service Order authorized under this AGREEMENT. CONSULTANT shall coordinate with the designated Project Manager on the performance of each Service Order.
- F. The CONSULTANT will designate a project manager, acceptable to the CITY, who will be responsible for the work, developing the scope of work, implementing the project management procedures and controls, and maintaining effective communications among the CONSULTANT, the CITY, and other involved agencies and organizations.
- I. The CONSULTANT will be available for consultation with the CITY's project manager at all reasonable times and will immediately advise the project manager of requests, technical decisions, or problems that may significantly impact the approved construction schedule or budget, or materially affect the project scope, schedule, or cost.

SECTION 2. SPECIFIC SERVICES.

A. Service Initiation

Prepare Service Order - Upon request of CITY's Project Manager, CONSULTANT shall meet with the Project Manager to discuss the Project. CONSULTANT shall become familiar with the Project description, scope and goals and develop proposed scope of services.

Within fifteen (15) calendar days after being notified by the CITY of a project or services, the CONSULTANT will submit to the CITY a scope of work that will include:

- a. Description of the CONSULTANT's approach to performing the scope of services, including any constraints, specific strategies, or special considerations that apply.
- b. The roles and responsibilities of the project team members, including sub-consultants, if different from the proposal.
- c. Cost proposals for each task identified by the CITY including number of hours and cost for each sub-task.
- d. A schedule that details activities of each engineer's service in an appropriate time frame consistent with the duration of the project or service.
- e. Development of cost proposals for each task identified by the CITY.

The engineering work scope will be prepared in the degree and detail appropriate to each task. The Project Manager will review and comment on proposed scope of work, and the parties shall agree on the terms of the final

Service Order. CONSULTANT shall not be compensated for work performed in preparing a draft scope of services for a Service Order.

B. Service Implementation

Upon receipt of an authorized Service Order, CONSULTANT shall begin Project services described in the Service Order in accordance with the Schedule of Performance in the Service Order. For each Project, in addition to the specified services, products and deliverables detailed in the Service Order, CONSULTANT shall perform the following tasks:

Task 0.1 - Initial Meeting - Prior to beginning substantive work on a project, CONSULTANT shall meet with CITY to establish procedures and notifications for any necessary meetings and communications with CITY staff; collect available data from the CITY and establish additional data needs and availability; confirm the format for all project products and deliverables; and address any preliminary project concerns. The meeting will be the primary opportunity to discuss the CITY'S intent, schedule and budget for the project. The CONSULTANT shall prepare minutes of the meeting and distribute minutes to meeting participants.

Task 0.2 - Project Coordination Meetings - CONSULTANT shall attend and/or conduct project coordination meetings as required to perform authorized services and as required by Project Manager. CONSULTANT shall prepare minutes of each meeting and distribute minutes to participants.

Task 0.3 - Project Schedule - CONSULTANT shall prepare and submit a detailed schedule of performance consistent with the schedule contained in the Service Order to the Project Manager for review and approval. CONSULTANT shall confirm or update the schedule monthly at a minimum. Any changes to the schedule shall only be permitted with the written approval of CITY's Project Manager.

Task 0.4 - Project Progress Report - CONSULTANT shall submit a monthly report to the Project Manager detailing progress on the Project services.

Task 0.5 - Request for Payment / Invoice - CONSULTANT shall submit progress payment invoices to the Project Manager monthly, as specified in EXHIBIT D. The updated Project schedule and progress report may be submitted as attachments to the invoice. During the course of the project and to support each and every invoice, the Consultant will furnish engineering control reports that will include the following:

- a. A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated, accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, inspections, etc.
- b. A cost report, for each specific engineer's service, that shows:
 - b.1 The current period and cumulative expenditures to date.

- b.2 The estimated date to complete each task.
- b.3 The approved budget.
- b.4 A comparison of the estimated cost with the approved budget to show any variance.

Task 0.6 - Project Record - CONSULTANT shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of the Project. CONSULTANT shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in both paper and electronic format.

Task 0.7 - Project Documents - Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, CONSULTANT shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, topographical surveys and mapping, utility mapping, site inventories, base plans, reports and studies, permit applications and permits, environmental documentation, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

EXHIBIT C

SCHEDULE OF PERFORMANCE

Work shall be initiated on an as-needed basis at the request of CITY, and work shall be prosecuted pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT. Time is of the essence in performance of this AGREEMENT. The estimated time for completion is June 30, 2008, subject to extension as follows in the event that CITY exercises its options to extend the term of this Agreement:

- Option No. 1 – time for completion shall be extended to June 30, 2009
- Option No. 2 – time for completion shall be extended to June 30, 2010
- Option No. 3 – time for completion shall be extended to June 30, 2011

At the discretion of CITY, the term and/or schedule of performance of this AGREEMENT may be extended for up to six months in order to complete the specific project work that is authorized by a Service Order issued by CITY within the term of the AGREEMENT. Extension of the term and/or schedule of performance of the AGREEMENT shall be accomplished only by written authorization of the Director of Environmental Services or the Director's designee, and only in the event that no other provision of this AGREEMENT is modified.

EXHIBIT D
COMPENSATION

SECTION 1. MAXIMUM COMPENSATION.

Maximum Amount: The maximum amount of compensation the CITY will pay to the CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed _____ . If CITY exercises any option to extend this AGREEMENT, the maximum amount of compensation payable shall increase by such amount as may be appropriated by action of the City Council for each option period, which amount will be included in the Notice of Exercise of Option which is provided by City pursuant to SECTION 2 above. The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

Any hours worked for which payment would result in a total exceeding the then applicable maximum amount of compensation shall be at no cost to the CITY.

Manner of Payment: Each Service Order will set forth whether the CITY will pay the CONSULTANT for work performed under such Service Order on a lump sum basis or on an hourly basis. Section 2 of this Exhibit applies to each Service Order where the CITY will pay the CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where the CITY will pay the CONSULTANT on an hourly basis for the work performed.

SECTION 2. LUMP SUM PAYMENT.

2.1 Lump Sum Amount: The Service Order shall specify the lump sum amount the CITY will pay the CONSULTANT for performing the required work. The lump sum amount compensates the CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.

2.2 Progress Payments: The Service Order may provide for the CITY to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the DIRECTOR's satisfaction, the CONSULTANT shall invoice the CITY for the appropriate progress payment. The CITY will make the appropriate progress payment to the CONSULTANT within thirty (30) days of the DIRECTOR's approval of the CONSULTANT's invoice.

2.3 Lump Sum Payment: If the Service Order does not provide for the CITY to make progress payments, then the CITY shall make a single, lump sum payment to the CONSULTANT upon completion of all the work to the DIRECTOR's satisfaction. Upon completion of the work to the DIRECTOR's satisfaction, the CONSULTANT

shall invoice the CITY for the lump sum amount. The CITY shall pay the lump sum amount within thirty (30) days of the DIRECTOR's approval of the CONSULTANT's invoice.

SECTION 3. PAYMENT ON AN HOURLY BASIS.

3.1 Maximum Compensation: The Service Order shall specify the maximum amount of compensation for the work, including both payment for professional services and reimbursable expenses. The CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

3.2 Budget: If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the DIRECTOR's prior written authorization. The DIRECTOR may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed the maximum compensation.

3.3 Hourly Rates: CITY will compensate CONSULTANT at the hourly rates in Exhibit D-1 of this AGREEMENT. These hourly rates are valid for the term of this Master Agreement.

3.4 Reimbursable Expenses: The CITY will reimburse for expenses subject to the following:

The following expenses shall be reimbursable to the extent CONSULTANT provides documentation satisfactory to the Director that such expenses were incurred in performing the services under this AGREEMENT:

TO BE BASED ON NEGOTIATIONS

Any expenses incurred by the CONSULTANT not listed herein shall not be reimbursable unless the Director has pre-approved, in writing, the incurrence of such expenses.

Each Service Order will specify the maximum amount of expenses for which the CITY will reimburse the CONSULTANT. The CITY will reimburse expenses, including approved subconsultant costs and expenses, at actual cost plus five percent (5%). Any expense the CONSULTANT incurs beyond the specified amount is at no cost to the CITY.

3.5 Invoice: Every month the CONSULTANT shall invoice the CITY for work performed during the immediately previous month. The monthly invoice shall set forth for the relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be

paid for the invoice period, the aggregate amounts of payments received to date under the Service Order and the balance of maximum compensation for remaining work on the Service Order.

EXHIBIT D-1

SCHEDULE OF CHARGES

STANDARD HOURLY RATES

Employee classification	\$X
Employee classification	\$X
Continue as required...	\$X

EXHIBIT E

INSURANCE

The Consultant, at his sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the Consultant, its agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. The coverage described in Insurance Services Office Form Commercial General Liability coverage (“occurrence”) Form Number CG 0001, including X, C, U; and (explosion, collapse, and underground) coverage, products and completed operations; and
- B. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 “any auto”, or Code 2 “owned autos” and Endorsement CA 0025. Coverage shall also include Code 8 “hired autos” and Code 9 “non-owned autos”; and
- C. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
- D. Professional Liability Errors & Omissions.

II. Minimum Limits of Insurance

The Consultant shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form 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; and
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- C. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

D. Professional Liability Errors & Omissions: \$1,000,000 Aggregate Limit

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

IV. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverages.

1. Insured. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; and automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents and contractors.
2. Contribution Not Required. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officers, employees, agents or contractors shall be excess of the Consultant's insurance and shall not contribute with it.
3. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by the Consultant shall not affect coverage provided the City, its officers, employees, agents, or contractors.
4. Coverage. Coverage shall state that the Consultant'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.

B. All Coverages.

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days prior written notice has been given to the City's Risk Manager.

V. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

VI. Verification of Coverage

The Consultant shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

City of San José
Department of Finance
Debt & Risk Management Division
200 E Santa Clara Street
San José, CA 95113-1903

VII. Subcontractors

The Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT F
SPECIAL PROVISIONS

NON - DISCRIMINATION

1. Prohibition on Discrimination and Preferential Treatment.

The CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the CITY, the CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether the CONSULTANT or its subcontractor is complying with the nondiscrimination and non-preference provisions of this AGREEMENT and Chapter 4.08 of the Municipal Code.

3. Failure to Comply with Nondiscrimination Provisions.

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or non-preference provisions of this AGREEMENT, the CITY may terminate or suspend this AGREEMENT, in whole or in part. Failure to comply with these provisions may also subject the CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.

4. Subconsultants Agreements.

The CONSULTANT shall include provisions 1 through 3, inclusive, in each subconsultant agreement entered into in furtherance of this AGREEMENT so that such provisions are binding upon each of its subconsultants.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this AGREEMENT may be waived by the Compliance Officer, if the Compliance Officer determines that the CONSULTANT has its own

nondiscrimination requirements or is bound in the performance of this AGREEMENT by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

PREVAILING WAGES

Consultant shall pay or cause to be paid, prevailing wages, as set forth in the California Labor Code Section 1770 et. seq., for all labor performed to facilitate the professional services provided under this AGREEMENT, including, but not limited to, inspection, surveying, drilling, trenching, and excavation, etc. Consultant shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice that prevailing wages apply.

Consultant shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wages law. Consultant shall maintain these records for a minimum of three years, or for any longer period required by law, from the date of termination or expiration of the AGREEMENT. CONSULTANT shall provide to the City, at no cost to the City, a copy of all such records within 10 working days of a request for such records by the CITY's OFFICE OF EQUALITY ASSURANCE.

CONSULTANT shall expressly agree that the compensation agreed to between the parties includes all payment necessary to meet State prevailing wage law requirements. CONSULTANT shall indemnify the CITY for any claims, costs or expenses which the CITY incurs as a result of CONSULTANT 's failure to pay, or cause to be paid, prevailing wages.