

City of Piedmont
COUNCIL AGENDA REPORT

DATE: February 3, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of an Agreement with EKI Environment & Water, Inc. for Services to Design Improvements Associated with the Phase 7 Sanitary Sewer Project in the Amount of \$805,147

RECOMMENDATION

By a single motion, take the following action with regard to the proposed agreement with EKI Environment & Water, Inc. for the design of Phase 7 of the City's Sanitary Sewer Rehabilitation Project:

1. Approve the attached agreement with EKI Environment & Water, Inc. for Services to Design the Phase 7 Sanitary Sewer Project, in the amount not to exceed \$805,147.
2. Approve a total design budget of \$805,147, which includes a base fee of \$647,600 and a contingency of \$157,547 and authorize the City Administrator to spend up to this amount, if required.
3. Authorize the City Administrator to execute project related documents.

BACKGROUND

Over the past several years, the City of Piedmont has undertaken rehabilitation of the City's sanitary sewer collection system in response to a Consent Decree that the City entered along with several other public agencies and the United States Environmental Protection Agency (US EPA). The Consent Decree requires the City to implement a program to reduce sanitary sewer overflows and inflow and infiltration of groundwater into the City's sanitary sewer collection system.

To date, the City has replaced nearly 70% of the City's sanitary sewer collection system in a total of five phases that started in 2001. Design of Phase 6 of the Sewer Rehabilitation Project was awarded in March 2023 and is nearly complete. The State Revolving Loan application to fund Phase 6 was submitted in December 2024. Phase 6 encompasses rehabilitation of 16,565 linear feet of sewer mains. Once completed, 86% of the City's overall sewer collection system will be rehabilitated.

The proposed design project is the final phase of sewer mainline rehabilitation work – Phase 7. Phase 7 spans 23,257 linear feet and, once completed, will bring the total amount of sewer mains rehabilitated to 100%.

DISCUSSION

Phase 7 includes rehabilitation of approximately 23,257 feet of the City's collection system. A listing of the areas where pipes are scheduled to be replaced is attached to the staff report. The methods that will be used for repair are anticipated primarily to utilize pipe bursting and cured in place pipe. This involves pipe lining that is installed remotely in the existing pipe without excavation and removal - a far less invasive method. This approach has been utilized in past phases and has demonstrated excellent results. It is estimated that the overall project (including construction) will be approximately \$8.4 million.

All past phases of sanitary sewer system rehabilitation have been financed through the State Revolving Loan Fund (SRF) program offered by the State Water Quality Control Board. Although qualifying for the low interest loans associated with the SRF program is a lengthy process, it has proven to be an excellent way to finance the improvements. The process typically involves preliminary engineering to determine the exact locations, methods of repair and estimated costs, followed by completion of an environmental document that meets both State and some level of Federal regulations. Once the environmental document is completed, applications are filed with the State for the SRF program. Once the loan is approved by the State (which typically will include reimbursement to the City for the preliminary engineering and environmental work), the final design can be completed and construction drawings produced.

In order to ensure compliance with State regulations, staff prepared a Request for Proposal (RFP) and distributed the RFP to six qualified consultants. The scope of work included preliminary engineering, environmental documentation, preparation of the SRF application and final construction drawings. Three of the six firms responded with excellent proposals. Upon evaluation of the proposals submitted, EKI Environment & Water, Inc. presented the most thorough and comprehensive proposal. As such, staff recommends the City retain EKI Environment & Water, Inc. for this work.

SCHEDULE

The overall estimated schedule for design and environmental document preparation is approximately 24 months. The construction start date will depend on how long the State takes to approve the application. Staff will return to the Council for approval of the project.

FISCAL IMPACT

Initially, the preliminary engineering, environmental document preparation and grant application preparation will be supported by the Sewer Fund. It is anticipated that once approvals are received from the State for the SRF loan, the Sewer Fund will be reimbursed for the costs incurred. Long term repayment of the loan is currently built into the sewer rate structure. In 2023, the average interest rate for the Clean Water State Revolving Fund (CWSRF) was 1.46%. The Sewer Fund has adequate funds to meet loan obligations at a rate conservatively assumed at 2.5%.

The proposed budget for the project includes:

Design Services (EKI Environment & Water, Inc.)	\$647,600
<u>Design Contingency</u>	<u>\$157,547</u>
Total Project Budget	\$805,147

The design contingency funds are intended to cover costs for potholing utilities during the design, as well as geotechnical services if relocation of any sewer mains are needed for additional locations. Both of these tasks have been estimated by EKI Environment & Water, Inc. but will not be used unless they are needed. If they are needed, the overall budget will allow staff to add these additional services up to a total amount not-to-exceed \$805,147.

EKI has also estimated engineering support services that may be needed during construction to review submittals, answer questions and consult on change orders, if needed at a cost of \$60,163. This total is not included above, as construction support services may not be needed for 2-3 years. At the time of award of the construction contract, a new updated total will be presented for construction-related services and a contract amendment will be executed at that time.

CITY ATTORNEY REVIEW

The City Attorney has reviewed this staff report and the agreement.

ATTACHMENTS

- A: List of locations included in the proposed project
- B: Proposed Contract with EKI Environment & Water, Inc.

By: Daniel Gonzales, Public Works Director
John Wanger, City Engineer

ATTACHMENT A
City of Piedmont Phase 7 Sanitary Sewer System
Rehabilitation Locations

Upstream	Downstream	Pipe Diameter	Pipe Length	Sewer Map Index
400-62	400-60	12	111	10-D
405-36	405-35	6	102	10-E
405-39	405-38	6	74	10-E
405-41	405-40	6	107	10-E
405-42	405-42A	6	80	10-E
405-42A	405-41	6	46	10-E
405-40	405-39	6	170	10-E
405-37	405-35	6	133	10-E
405-38	405-37	6	64	10-E
405-51	405-48	6	98	10-F
405-48	405-47	6	111	10-F
400-45	400-44	12	41	11-D
400-52	400-51	10	36	11-D
400-57	400-56	12	105	11-D
400-58	400-57	12	207	11-D
400-59	400-59A	12	10	11-D
400-59A	400-58	12	115	11-D
400-60	400-59	12	62	11-D
405-04A	400-56	6	16	11-D
405-07A	400-59A	6	26	11-D
405-08A	400-60	6	32	11-D
405-08C	405-08A	6	85	11-D
400-56	400-52	12	401	11-D
404-43	404-42	8	58	11-D
405-1B	400-66A	8	86	11-E
405-35	405-34	6	102	11-E
405-58	400-67B	6	241	11-E
405-45	405-34	6	41	11-E
405-53	405-51	6	60	11-F
405-66	405-65	6	26	11-F
405-67	405-66	6	28	11-F
405-68	405-68A	6	47	11-F
405-68A	405-67	6	25	11-F
405-69	405-68	6	28	11-F
405-72	405-69	6	20	11-F
405-54	405-53	6	17	11-F
405-55	405-54	6	80	11-F

405-56	405-53	6	129	11-F
405-64	405-64A	6	37	11-F
405-65	405-64	6	94	11-F
402-70	402-71	6	166	12-A
440-05	440-04	16	87	12-B
440-06	440-1A	16	98	12-B
440-07	440-07A	16	38	12-B
440-07A	440-06	16	144	12-B
440-1A	440-05	16	32	12-B
400-40	400-39	10	190	12-C
400-41	400-40	10	192	12-C
440-08	440-07	16	70	12-C
440-09	440-08	12	69	12-C
405-04	405-04A	6	266	12-D
404-11	404-10	6	54	12-D
404-5A	404-12	6	376	12-D
404-6A	404-32	6	210	12-E
343-45	343-44	6	114	12-F
402-3A	402-58	8	21	13-A
402-52	402-51	8	225	13-A
402-53	402-52	8	64	13-A
402-56	402-53	8	115	13-A
402-57	402-56	8	126	13-A
402-58	402-57	8	195	13-A
402-59A	402-3A	6	110	13-A
402-60	402-59	6	30	13-A
402-60A	402-60	6	33	13-A
402-54	402-53	6	422	13-A
402-3B	402-3A	6	215	13-A
402-62	402-3A	8	56	13-A
441-24A	441-24	6	187	13-B
441-24	440-01	6	35	13-B
440-02	440-02A	15	79	13-B
440-03	440-02	16	103	13-B
440-04	440-03	16	125	13-B
400-33	400-32	12	62	13-C
400-34	400-33	12	31	13-C
400-35	400-34	10	199	13-C
400-36	400-35	10	134	13-C
400-37	400-36	10	190	13-C
403-69	400-32	8	79	13-C
403-76	400-35	6	175	13-C
403-79	400-37	6	194	13-C

430-17B	430-17A	12	294	13-C
430-18	430-17B	12	36	13-C
423-2B	423-16	6	122	13-E
423-16	423-1E	6	341	13-E
423-65	423-4A	8	172	13-F
423-66	423-65	8	80	13-F
423-63	423-50	6	173	13-G
423-64	423-63	6	217	13-G
423-4A	423-64	8	155	13-G
402-1B	402-46	8	292	14-A
402-51	402-1B	8	291	14-A
402-2A	402-54	6	156	14-A
402-45	402-43	8	208	14-B
402-46	402-45	8	37	14-B
402-43	402-42	8	159	14-B
432-56A	430-20	10	67	14-D
432-8A	430-20D	6	37	14-D
423-13	420-21	6	451	14-E
423-11	420-20	6	187	14-E
423-16A	423-16	6	173	14-E
423-17	423-2B	6	254	14-E
423-18	420-23	6	279	14-E
423-11A	423-11	6	215	14-E
420-23	423-11A	6	225	14-E
423-31	423-21	6	98	14-F
423-40	420-23	8	303	14-F
423-43	423-43A	6	154	14-F
423-44	423-43	6	61	14-F
423-48	423-48A	8	157	14-F
423-48A	423-77	8	109	14-F
423-49	423-48	8	251	14-F
423-50	423-62	8	22	14-F
423-60	423-46	8	65	14-F
423-61	423-60	8	304	14-F
423-62	423-61	8	350	14-F
423-67	423-40	6	53	14-F
423-72	423-67	6	155	14-F
423-75	423-72	6	239	14-F
423-77	423-47	8	36	14-F
423-45	423-43	6	130	14-F
423-50	423-49	6	88	14-F
423-73	423-72	6	88	14-F
341-39	341-38	6	81	14-G

341-50	340-40	6	118	14-G
340-41	340-40	10	107	14-G
341-1B	341-39	6	304	14-G
341-51	341-50	6	269	14-G
342-21	342-20	6	247	14-H
422-01	422-3B	6	28	15-C
331-85	330-18A	6	259	15-D
420-12	420-12A	12	80	15-D
420-12A	420-12B	12	26	15-D
420-12B	420-2C	12	51	15-D
420-3B	420-3C	12	183	15-E
423-01A	423-01	6	125	15-E
420-19	420-18	12	27	15-E
420-3C	420-17	12	45	15-E
341-3B	341-3A	6	124	15-G
341-38	341-37	6	150	15-G
341-3A	341-37	6	19	15-G
341-47	341-46	6	189	15-G
341-46	340-30	6	84	15-G
341-36	340-27	8	483	15-G
341-37	341-36	8	387	15-G
340-27	340-26	8	126	15-G
350-17	350-16	8	94	15-H
308-07	308-2A	6	119	16-D
308-09	308-07	6	131	16-D
331-04	331-03	6	112	16-D
322-71	320-30	6	245	16-F
322-73	322-72	6	178	16-F
341-2D	340-22	8	149	16-G
341-35	340-25	6	27	16-G
340-24	342-2B	8	209	16-G
341-2C	341-2D	8	111	16-G
350-16	350-15	8	155	16-H
352-26	352-26A	8	25	16-H
352-26A	352-25	8	66	16-H
313-38A	313-38	6	181	17-F
322-68	320-29	6	204	17-F
322-72	320-31	6	43	17-F
320-28	320-27	6	159	17-F
320-29	320-28	8	170	17-F
320-30	320-29	6	154	17-F
320-31	320-30	6	177	17-F
320-32	320-31	6	421	17-F

322-67	320-28	6	265	17-F
340-02	340-01	10	147	17-G
341-08	341-08B	6	69	17-G
350-02	350-01	10	29	17-G
316-28A	316-28	6	105	17-H
316-50	316-48	6	51	18-H
		6" Diameter	13,475	
		8" Diameter	5,947	
		10" Diameter	1,303	
		12" Diameter	1,754	
		15" Diameter	79	
		16" Diameter	698	
		Total Length	23,257	

ATTACHMENT B

CONTRACT

This Contract made February 3, 2025 ("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and EKI Environment & Water, Inc., an ("Independent Contractor").

1. City is a municipal corporation which needs certain services as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services to the City under the terms and conditions set forth in this Contract ("Contract").

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein.

4. Compensation

- a. City will pay the Independent Contractor on a time and materials basis for a not to exceed the amount of \$805,147 dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate 30 months from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorney’s fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) (“Liability”), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor’s obligation to provide them. The

City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor’s services, and not less than \$2,000,000 per occurrence.

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

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor’s insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor’s insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, by personal delivery or via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 2001 Junipero Serra Boulevard, Suite 300, Daly City, California 94014, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall perform its services consistent with and limited to the professional skill and care ordinarily provided by professionals providing similar services and practicing in the same or similar locality under the same or similar circumstances (the "standard of care") and shall use the standard of care to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

Independent Contractor shall have no liability for damages arising out of the use of any materials prepared or provided to City by Independent Contractor 1) on other projects or 2) as a result of modifications to such materials by others.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits,

insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

22. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either City or Independent Contractor. Independent Contractor's Services hereunder are being performed solely for the benefit of City.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

EKI ENVIRONMENT & WATER, INC.:

By: _____
Rosanna Bayon Moore, City Administrator

By: _____
Title:

Attest:

Anna Brown, City Clerk

Approved as to form:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

TASK 1: PRELIMINARY ENGINEERING AND ASSESSMENT

EKI will attend a kickoff meeting with the City to discuss and verify key Project components and assumptions of the project, confirm communication protocols, and review the Project schedule. EKI will prepare and distribute the meeting notice, agenda, and minutes.

Following the kickoff meeting, EKI assumes that the City will provide existing data for the sanitary sewer system including GIS maps and shapefiles, record drawings, CCTV inspection videos, and operator notes on specific problem areas in the sewer system. EKI will thoroughly review existing records and CCTV to confirm pipe alignment, size, condition, manhole rehabilitation considerations, and potential pipe defects. EKI will fill in any utility data gaps with information provided by CivilGrid and request maps from other utilities (e.g., EBMUD, communication lines, etc.) as references for all utilities. EKI will download high-resolution, geo-referenced aerial imagery from NearMap of the Project area that will become the background of the basemap and design drawings in AutoCAD Civil 3D.

Field Locating of Utilities: Psomas will field locate and survey observable utility locations based on above-ground appurtenances and USA markings, if provided by the City and other utility providers. Psomas staff will measure and record manhole coordinates, rim elevation, and invert depths. Psomas will also capture photos of each manhole that will guide making recommendations on the how each manhole should be rehabilitated or replaced.

For other utilities, Psomas will use the reference maps from each utility provider and CivilGrid to support field reconnaissance to locate and measure all relevant and available surface utility features. These features, as detailed in the RFP, include:

- Catch basins, drain inlets, and storm drain manholes
- Water valves, vaults, and meters
- Fire hydrants
- Power poles (including overhead lines)
- Utilities with service type, diameter and material type (if able to observe from street level)

EKI and Psomas will work with the City to provide notice to property owners and gain access to the sewer appurtenances located on their properties. EKI will join Psomas staff in the field for all sewer segments anticipated to present challenges to pipe bursting to document and better understand the restrictions and limitations that will impact design decisions made during Tasks 5 through 7 of this Proposed Scope of Work.

The results of the existing conditions review, utility coordination, and field locating will be documented in a basis of design memorandum (BODM). The BODM will include a summary of pipe defects identified during the data review, constructability issues identified during the field locating, the Project basemaps with utilities that are adjusted based on field locating, and preliminary recommendations for rehabilitation methods for the sanitary sewer pipelines and each manhole. EKI will provide a draft of the

BODM for City review and will finalize the document based on City comments prior to preparation of the 35% design documents (Task 2).

Deliverables:

- Kickoff meeting agenda and minutes
- Project plan view base maps (PDF 11x17, scale of 1-inch equal to 40-feet)
- Draft and Final BODM

Assumptions:

- Kickoff meeting will be in-person.
- During the kickoff meeting, existing City maps will be reviewed and the sanitary sewer pipes, manholes, and cleanouts to be rehabilitated shall be confirmed prior to performing field locating.
- City will provide GIS shapefiles for sanitary sewer pipelines, and any other available utilities (storm drain, water, etc.).
- City will mark their own utilities (sewer and storm drain lines).
- EKI will work with the City to determine whether specific areas warrant calling USA to mark for other utilities (PG&E, EBMUD, communication or fiber optic).
- For field investigation in easements, City will assist EKI Team in coordinating access and confirming accessibility with property owners (e.g., bushes and/or shrubs cut back, etc.).
- Field locating will be based on USA markings, if any, and readily observable above-ground utility appurtenances, such as manholes, water valve covers, electric vaults, etc.

TASK 2: PREPARATION OF PRELIMINARY PLANS AND COST ESTIMATE (35% DESIGN)

Upon completion of Task 1, EKI will produce the 35% design, which will consist of plan view design sheets, City standard details, stormwater best management practices, and an engineering opinion of probable construction cost (OPC). During the 35% design, EKI will further refine manhole rehabilitation recommendations, identify construction methods for each sewer segment on the design drawings, and identify access points for each replacement or rehabilitation. At the 35% design meeting, it is anticipated that segments potentially requiring alternative replacement methods will be discussed; however, these will be further refined as part of the 75% design. EKI understands that the 35% design package will be the basis for finalizing the environmental documentation (Task 3) and the State Revolving Fund loan application package (Task 4).

Following the City's review of the 35% design, EKI and the City will hold a design review meeting to discuss City comments. EKI will be responsible for preparing and distributing the meeting notice, agenda, and minutes.

Deliverables:

- 35% Design Submittal: PDF of the plans and OPC.
- 35% design review meeting agenda and minutes.

Assumptions:

- The 35% design review meeting is assumed to be held remotely.
- EKI anticipates approximately 36 plan view drawings for the 35% design submittal.

TASK 3: ENVIRONMENTAL DOCUMENT PREPARATION

EKI's subconsultant ESA will provide services necessary to prepare and complete environmental review of the Project, including all steps associated with development and adoption of the environmental documentation, as described herein. Environmental documentation will meet CEQA, City and SWRCB requirements. Under this task, ESA will provide the following services:

Subtask 3.1 Technical Studies

ESA will prepare the following technical studies to support the CEQA Plus document, as well as required studies for SRF funding.

Biological Assessment Technical Memorandum: ESA will prepare a Biological Assessment technical memorandum that will review the Project sites relative to sensitive species and checklist topics relating to biological resources, including the Migratory Bird Treaty Act and wetlands. The technical memorandum will consider the potential presence of special-status plants and wildlife, including federal and state-listed species. It is anticipated that federal or state Endangered Species Act consultation will not be required with the U.S. Fish and Wildlife Service (USFWS) or California Department of Fish and Wildlife (CDFW). In the event that additional resources are required to document biological conditions at proposed project locations, ESA could assist with this under a separate scope of work. This subtask assumes that biological field surveys will not be required and that a wetland delineation and arborist survey are not needed.

Cultural Resources Survey Report: The Cultural Resources Survey Report (CRSR) will address Project-specific effects on prehistoric and historic/architectural resources to support the National Historic Preservation Act (NHPA) Section 106 effort for the SWRCB application. This information will support the environmental application for the SRF. This scope assumes the finding will be No Historic Properties or No Adverse Effects to Historic Properties. If the adverse effects are identified, additional documents to support Section 106 consultation would be scoped separately. This subtask assumes that no field surveys will be needed.

Federal Air Conformity Analysis: ESA will prepare a Technical Memorandum explaining the applicability of the General Conformity Rule under the Federal Clean Air Act. The memorandum will include the following: (1) review of the project area relative to National Ambient Air Quality Standards attainment status; (2) calculation of Project-emissions resulting from construction, with consideration of the type of equipment and construction phasing, and operation information, consistent with the California Emissions Estimator Model (CalEEMod) version 2022.1 methodology; (3) review of Project-related emissions relative to federal de minimis levels for the following constituents: reactive organic gases (ROG) and nitrogen oxides (NOx), the precursors for ozone, carbon monoxide (CO), volatile organic compounds (VOC), and particulate matter less than 2.5 microns in diameter and less than 10 microns in diameter (PM 2.5 and PM 10), and sulfur dioxide; and (4) conclusion regarding General Conformity applicability assessment.

Environmental Alternative Analysis: ESA will develop an Environmental Alternatives Analysis to support the SRF Environmental Package application. ESA will submit the draft Alternatives Analysis to the Project team and City for review, and will prepare a final Environmental Alternatives Analysis. The following will be included:

1. A range of feasible alternatives, including a "no project/no action" alternative that meets the project needs and objectives.

2. Comparative analysis among the alternatives that includes discussions of beneficial and adverse environmental impacts on the existing environment, future environment, and individual sensitive environmental issues identified through project management or public participation.
3. Analysis of direct, indirect, and cumulative impacts on sensitive environmental resource, if applicable.
4. Potential reasonably foreseeable future environmental impacts, if applicable.
5. Appropriate mitigation measures not already included in the proposed action or alternatives, if appropriate, to mitigate adverse impacts.
6. Thorough discussions of reasoning for selection of the chosen alternative for the project.

Deliverables

Draft and Final Biological Assessment Technical Memorandum (electronic only)
 Draft and Final Cultural Resources Survey Report (electronic only)
 Draft and Final Federal Air Conformity Analysis (electronic only)
 Draft and Final Environmental Alternative Analysis (electronic only)

Subtask 3.2. CEQA Plus Documentation

CEQA Initiation and Approach Confirmation: For the purposes of this task, it is assumed that an Initial Study/Mitigated Negative Declaration (IS/MND) is the appropriate document for the Project. ESA and EKI will conduct a CEQA kickoff meeting with the City to review the CEQA scope of work, scheduling and critical path items, communications protocols, and scope, schedule and budget controls, and to discuss the CEQA approach. ESA will prepare an agenda, environmental schedule, and other required materials in advance, and will provide meeting minutes after the CEQA kickoff; minutes will be based on meeting agenda and will summarize decisions and action items. The City will make the final determination regarding the most appropriate level of CEQA documentation. If the City determines that a more extensive CEQA document is necessary (e.g., an Environmental Impact Report), this can be performed under a separate scope of work.

This task also includes ESA's organization and facilitation of up to four (4) two-hour Environmental Meetings with EKI and City staff, as needed.

CEQA Project Description: EKI and ESA will develop a Project Description for the Project and obtain City approval before moving forward with the IS/MND. A draft Project Description will be prepared based on information including (but not limited to) construction dates, equipment types and usage, grading and excavation activities, etc. and provided to the City for review. Based on City review, EKI and ESA will revise the draft Project Description, which will then be incorporated into the IS/MND.

Administrative Draft IS/MND: ESA will prepare an IS/MND for the Project in accordance with CEQA and City requirements. The IS/MND will contain the following sections:

Introduction and Project Description. Description of regulatory requirement and purpose of the IS/MND, Project background, existing conditions and location, elements, and objectives, supplemented with graphics to illustrate the proposed improvements. This section will identify the characteristics of the Project and construction details (e.g., construction dates, equipment types and usage, grading and excavation activities, etc.).

Environmental Setting, Impacts, and Mitigation. Brief description of the setting (including pertinent regulations) for each impact area, evaluation of impacts based on established CEQA thresholds, and identification of mitigation for significant impacts.

Completed CEQA Checklist. Analysis to identify the significance of impacts for each resource topic contained within the CEQA Guidelines' Appendix G checklist.

Graphics. Preparation of appropriate graphics and tables to present the environmental analysis. ESA will provide all figures in PDF format.

References. Identification of all sources and persons contacted during preparation of the document.

Screen check and Public Draft IS/MND: ESA will revise the Administrative Draft IS/MND based on comments received from City and prepare the Screen check Administrative Draft IS/MND. Upon final approval of the Screen check document, ESA will provide an electronic copy of the Public Draft IS/MND document to City for posting. ESA will also upload copies of the Public Draft IS/MND to the State Clearinghouse (SCH) via CEQA Submit. This task assumes that the City will approve ESA to submit documents. ESA will also prepare and file the notices associated with publication of the document, including the Notice of Completion (NOC), required by the SCH, and the Notice of Availability (NOA) for the County Clerk.

Response to Comments/Final IS/MND: Following the public review period, ESA will prepare formal written responses to any comments received on the IS/MND for City review. ESA will also prepare a Final IS/MND, if needed, that will consist of responses to comments received, the Draft IS/MND and a Mitigation Monitoring and Reporting Program (MMRP).

Once draft responses to comments have been completed, ESA will submit the final document to the City for review and approval. ESA will also prepare the Notice of Determination (NOD). We assume the City will file the NOD with Alameda County and pay the applicable CDFW and County filing fees.

Deliverables

Draft CEQA Project Description (electronic only)

Tribal Notification Letters (electronic only)

Administrative Draft, Screen check Draft, and Public Draft IS/MND (electronic only)

NOC (electronic only)

Response to Comments/Administrative Draft Final IS/MND (electronic only)

Final IS/MND (electronic only)

MMRP (electronic only)

NOD (electronic only)

Assumptions:

Any revisions to the Project Description information after initiation of the analyses may cause schedule delays. If revisions require additional effort, such as subsequent fieldwork, substantial revisions to analyses, or revised modeling (e.g., for air quality or noise investigations), the Project team and ESA may elect to negotiate an amendment that provides for these services.

For scoping purposes, we assume no more than 5 comment letters will be received and that 46 hours will be sufficient for responding to comments and preparing the Final IS/MND.

Site reconnaissance can be completed by an ESA biologist and ESA archaeologist on the same day during one visit.

Subsurface testing for buried archaeological resources is not included in this scope of work and would be scoped separately if deemed necessary.

There are no architectural resources in the project site that would require recordation or evaluation.

Formal government-to-government contact will remain the purview of the City (AB52).

Minor clarifying revisions may be made to the project description during development of the Public Draft IS/MND.

ESA, in coordination with the City, will upload an electronic copy of the CEQA documents to the State Clearinghouse via CEQA Submit.

The IS/MND will be ADA compliant.

ESA will respond to public comments related to the potential physical impacts of the project as they relate to the environmental analyses presented in the Public Draft IS/MND within the estimated level of effort shown in the budget spreadsheet. Responses will involve explanation, clarification, or amplification of the contents of the Public Draft IS/MND; no new technical analyses will be required.

The City will send the NOC to the County clerk's office and notify adjacent landowners.

The City will pay the CDFW CEQA and County filing fees with filing of the NOD with the County.

TASK 4: STATE REVOLVING FUND LOAN COORDINATION

The EKI team will prepare draft and final versions of select SRF application attachments associated with the technical package of the SRF Loan application, including the project description, planning documents and design plans, and project schedule. Completion of these application attachments will be based on the BODM, the 35% design plans, and the OPC.

The EKI team will also prepare draft and final versions of select SRF application attachments associated with the environmental package, including the Environmental Package Checklist, Evaluation Form for Environmental Review and Federal Coordination, and the alternatives analysis described in Task 3.1. This effort will consist of an assessment of the project's compliance with federal regulations, including the Federal Endangered Species Act (ESA), Clean Air Act, and Coastal Zone Management Act. Completion of these application attachments will be based on the public draft IS/MND.

EKI will compile each section of the application package, including financial and other information from the City and EBMUD, and submit the final application package to the SWRCB via their Financial Assistance Application Submittal Tool (FAAST).

The EKI Team will attend two meetings with SWRCB representatives to review the project application and address questions they may have. Information obtained from these meetings will be used to update the application, if necessary, and will be shared with the City.

Deliverables:

Draft and final application attachments in PDF format

Meeting minutes from each meeting with SWRCB

Assumptions:

EKI will prepare agenda and meeting minutes for the meeting with SWRCB representatives

TASKS 5 THROUGH 7: DETAILED DESIGN

Following direction to proceed from the City, EKI will produce three design submittals corresponding to 75%, 95%, and Final design level development.

As discussed above, EKI will prioritize pipe bursting and CIPP construction methods in the design, but will incorporate open trench and other in-kind replacement techniques as needed based on potential access constraints and conflicts with other utilities. All pipe segments will include a profile of the proposed pipeline replacement or rehabilitation, along with additional subgrade utility lines and appurtenances that

could conflict with improvement plans. EKI understands that the segments designated for replacement may change depending on Project budget and shifting City priorities; our team is prepared to incorporate Project scope changes across all design documents.

The anticipated list of construction drawings for the Project is presented in the table below.

Sheet No.	Description
G-1	Title Sheet
G-2	General Notes, Legend, and Abbreviations
G-3	Project Location Key Maps for Subbasins
C-1 thru C-36	Project Plans and Profiles
C-37 thru C-38	City Standard Details
C-39	Project Specific Details
C-40	Construction Best Management Practices

Following the 75% and 95% design submittals, EKI and the City will hold a design review meeting to discuss City comments. EKI will be responsible for preparing and distributing the meeting notice, agenda, and minutes.

Design Assumptions:

The design review meetings are assumed to be held remotely.

Sheets will be 1" = 40' scale.

Realignment of sewer pipes is not anticipated. However, if it is deemed necessary, EKI has included an optional task (Task 5B) for geotechnical investigation assuming up to 4 geotechnical borings.

Profile views will be included for all pipe segments. Surface elevations are assumed to be based on the Alameda County Digital Elevation Model and elevations of surface utility features captured as part of the project basemap.

If required, EKI will recommend potholing locations as part of the 75% design. Performing the potholing investigation is included as an optional task (Task 5A).

Task 5: 75% Submittal of Plans, Specifications, and Cost Estimate

The 75% submittal will include: plan view sheets showing sewer, sewer lateral, and manhole rehabilitation; City standard details; Caltrans-type technical specifications; an OPC; and recommendations for potholing locations (if needed). The OPC will be of sufficient detail to provide an accurate overall construction cost based on unit prices determined by bid price results from EKI's recent similar projects and feedback from the City. The price will be refined by the conditions of access, traffic control, tree protection, landscape repairs, and other considerations that will modify typical unit prices.

Deliverables:

75% Design Submittal: A PDF file of the plans, OPC, and specifications

Meeting agenda and minutes for 75% design review meeting

Task 6: 95% Submittal of Plans, Specifications, and Cost Estimate

The 95% submittal will include updates to the documents and deliverables from the 75% submittal based on City review, as well as the addition of Project-specific details, profile sheets (if needed), and the City provided front end specifications (general provisions, bidding, contract requirements, etc.). Updates will include all new information from the potholing and geotechnical investigation efforts, if required.

Deliverables:

95% Design Submittal: A PDF file of the plans, OPC, and specifications
Meeting agenda and minutes for 95% design review meeting

Task 7: Final Submittal of Plans, Specifications, and Cost Estimate

The Final Design submittal will be a complete set of Contract Documents ready for bid and include all design drawings and specifications. The Final Design submittal will be signed and stamped contract documents.

Deliverables:

Final Design Submittal: A PDF file of the plans, OPC, and specifications

TASK 8: BIDDING PHASE ASSISTANCE

EKI will provide bid assistance to the City who will host bid documents on the City's Planroom website. EKI will conduct a pre-bid conference at the City's offices, drive to any key project site locations, and prepare the meeting agenda and minutes. We have assumed preparation of up to two addenda to be issued to address bidder questions.

EKI will attend the bid opening and assist the City with their review of bids received by being available to answer questions or discuss contractor bids.

Deliverables:

Pre-bid conference agenda and meeting minutes with list of attendees.
Two addenda during the bidding period.

Assumptions:

City will upload Bid Documents to Planroom.
EKI assumes the two bid addenda will be provided electronically and uploaded to Planroom by the City.