



Council Meeting: January 27, 2009

SUBJECT: Award of Request for Proposals No. F0809-20 for Engineering Design Services for Water Well Connections to Transmission Mains and Approval of Budget Modification No. 26

REPORT IN BRIEF

Approval is requested for the award of a contract in the amount of \$170,338 to HydroScience Engineers, inc. of San Jose for engineering design services for Water Well Connections to Transmission Mains for the Department of Public Works Engineering Division (Project No. UW-08/07-09). Approval is also requested for Budget Modification No. 26 to adjust the funding for this project.

BACKGROUND

This project consists of two distinct phases, each involving new connections between City wells and water transmission lines. The Raynor Well Project will connect Raynor Well to the Wolfe Avenue Transmission Main. Construction will involve installation of 12" diameter PVC pipe and valves at the well site on Dunford Way and proceeding west to Marion Way. The 12" pipe will then connect to the 16" transmission main on Wolfe Road, a distance of approximately 1,890 linear feet. The Ortega Well Project will connect Ortega Well to the Homestead Road Transmission Main. Construction there will involve installation of 10" diameter PVC pipe and valves at the well site on Inverness Way and proceeding west to Canary Drive, then proceeding south to connect to the 16" transmission main at Homestead Road, a distance of approximately 2,615 linear feet.

The connections will greatly improve the stability of the City's water system and its ability to respond to water demands in an emergency. Two new pressure transmitters will be provided at each location for monitoring and control of the transmission systems. Although design of both phases will be completed under the proposed contract, it is anticipated that the construction of each phase will be bid separately, with completion of the entire project by the end of FY 2010/2011.

DISCUSSION

In October 2008, Request for Proposals No. F0809-20 was prepared by City staff. The Request for Proposals process was selected because it allows the consideration of consultant evaluation criteria in addition to cost as opposed to an Invitation for Bids which requires award of contract to the lowest responsive and responsible bidder. The RFP package was directly mailed to six local design

firms and broadcast to other potential consultants through the Onvia DemandStar public procurement network. Twenty six consultants requested the RFP documents.

Sealed proposals were publicly opened on October 29, 2008. Nine responsive proposals were received:

- ECO:LOGIC, of Stockton, CA
- JMH Weiss Inc., of San Jose, CA
- RMC Water and Environment, of San Jose, CA
- Sandis, of Mountain View, CA
- HydroScience Engineers, Inc., of San Jose, CA
- Sigfried Engineering, Inc., of Stockton, CA
- Lee & Ro, Inc., of San Jose, CA
- Infrastructure Engineering Corp. (IEC), of Poway, CA
- Winzler & Kelly, of San Francisco, CA

A selection committee of representatives from the Field Services and Engineering Divisions of Public Works reviewed and evaluated the proposals based upon the following criteria:

- Company qualifications, experience and referenced projects
- Qualifications, experience and commitment of the project manager
- Proposed scope of services and approach
- Project management plan and schedule
- Overall RFP responsiveness

Proposed costs for the project ranged from \$91,213 to \$237,200 depending upon each proposer's understanding of the City's needs and its approach to meeting those needs.

The selection committee unanimously agreed that the HydroScience Engineers, Inc. proposal which fell in the middle of the range of costs at \$148,120, offers the best value to the City based on the firm's extensive pipeline design experience, demonstrated project management skills, and comprehensive response to the RFP. Staff therefore recommends the award of a contract to HydroScience Engineers, Inc., of San Jose.

The company will perform an operation and maintenance review of the City's water system. Additionally, the California Department of Public Health significantly revised the waterworks standards that govern public water system design, and HydroScience Engineers, Inc. was involved in the development of those standards. It should also be noted that, as part of their proposal to the City, HydroScience proposed alternate pipeline alignments which would minimize project costs and construction impacts.

FISCAL IMPACT

The total costs for the design portion of this project are as follows:

Professional Design Services	\$148,120
Design contingency (15%)	\$22,218
Total Cost	\$170,338

Originally, staff had planned and budgeted for the design of each phase separately. Staff is recommending combining the design of both phases under one contract, resulting in the need to bring forward some of the funding planned for future years. Designing both phases under one contract will be more efficient and insure consistency throughout the project.

Funds in the amount of \$70,000 are currently available in Public Works Project No. 825431 (Water Connections to Transmission Main). These funds were originally budgeted for design of the Raynor Well Connection. This project also has funding of \$475,000 planned for FY 2009/2010 and \$585,000 for FY 2010/2011. Funds for design of the Ortega Connection in the amount of \$115,000 were budgeted in FY 2010/2011. Staff is recommending Budget Modification No. 26 to reallocate a total of \$100,338 from the FY 2009/2010 budget so that design of both phases may be completed at the same time.

As part of the scope of this project, the consultant will provide revised cost estimates to perform the construction work. Should the future budget for this project require adjustment as a result of the design work, staff will bring the proposed increase forward with the FY 2009/2010 Recommended Budget.

BUDGET MODIFICATION NO. 26
FISCAL YEAR 2008/2009

<u>Water Supply and Distribution Fund</u>	<u>Current</u>	<u>Increase (Decrease)</u>	<u>Revised</u>
Expenditures:			
Project 825431 – Well Connections to Transmission Mains FY 2008/2009	\$70,000	\$100,338	\$170,338
Project 825431 – Well Connections to Transmission Mains FY 2009/2010	\$475,000	(\$100,338)	\$374,662

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$148,120 to HydroScience Engineers, Inc. for engineering design services for Water Well Connections to Transmission Mains;
2. Approve a design contingency in the amount of \$22,218; and
3. Approve Budget Modification No. 26 to provide additional funding for the project.

Reviewed by:

Mary J. Bradley, Director of Finance
 Prepared by: Pete Gonda, Senior Management Analyst

Reviewed by:

Marvin Rose
Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Draft Consultant Services Agreement

DRAFT

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND HYDROSCIENCE ENGINEERS, INC. FOR DESIGN AND
CONSTRUCTION SUPPORT SERVICES FOR
WATER WELL CONNECTIONS TO TRANSMISSION MAINS**

THIS AGREEMENT, dated _____; _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HYDROSCIENCE ENGINEERS, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Water Well Connections to Transmission Mains (Project No. UW-08/07-09).

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT,

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Mary Hoang to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1"

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Forty Eight Thousand One hundred Twenty and No/100 Dollars (\$148,120.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT'S firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY'S review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not

connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential, CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY'S Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.6), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT'S performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Richard Chen/Project Manager
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088T3707

To CONSULTANT: HydroScience Engineers, Inc.
Attn: Mary Hoang
6090 Hellyer Avenue, Suite 150
San Jose, CA 95138

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of

CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY'S reporting requirements to the state and other agencies with respect to CONSULTANT'S work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect,

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

HYDROSCIENCE ENGINEERS, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

SECTION FIVE

Statement of Understanding

This section describes HSE's project understanding, our project methodology, and the tasks included in the scope of work.

Project Understanding

The City's service area has three sources of potable water supply: 1) groundwater from City-owned wells, 2) SCVWD treated supply, and 3) Hetch-Hetchy water from the SFPUC. Groundwater is used to meet peak demands and emergency needs such as fire or when water from the SCVWD or the SFPUC is unavailable. The groundwater meets all drinking water standards without further treatment. The SCVWD supply serves primarily the southern half of the City, and the SFPUC water serves the northern half with blending of both supplies occurring near El Camino Real. Only the SFPUC supply is fluoridated. The City's system is designated into three different pressure zones. Pocket areas of the City are served by California Water Company (Cal Water).

The City's proposed water well connections project has two components. The Raynor Well component will connect the Raynor Well to the Wolfe 16-inch transmission main, and the Ortega Well component will connect the Ortega Well to the Homestead 16-inch transmission main in the southern end of the city. Both wells are the largest producing wells in Sunnyvale with Raynor at approximately 2.7 MGD and Ortega at approximately 2.0 MGD. The pipeline connection for Raynor Well will consist of approximately 1,890 feet of 12-inch diameter pipe, and the Ortega Well connection will consist of approximately 2,615 feet of 10-inch diameter pipe. The pipe material will be C900, Class 200 PVC. Both connections will include the installation of isolation valves and pressure-reducing control valves with pressure transmitters to monitor and control the transmission and distribution systems. This will allow the wells to serve the Wolfe/Homestead area during normal well operating schedules and during emergency situations such as interruptions in SCVWD and/or SFPUC supply.

It is not anticipated that any other service connection such as fire hydrant laterals, domestic service, or irrigation service will be needed along the new pipeline connecting the wells to the transmission main. However,



The Raynor Well (top) and Ortega Well (bottom)

the City may want to consider installing a sample station in preparation for future regulations. The design of this project must meet City standards, specifications, and contract document format in addition to meeting the CDPH Waterworks Standards. The design consultant will be responsible for obtaining all permits including environmental if required. Each well connection will have its own bid package including plans and details. Bidding and construction services will be needed for the Raynor Well connection between Fiscal Year 2008/2009 and 2009/2010 and the following Fiscal Year for the Ortega Well connection.

Project Methodology

Below is an overview of project objectives as well as the project methodology and the project management plan that HSe intends to use to meet these objectives.

Project Objectives

Objective 1: Engineer an effective, reliable system that meets City standards and CDPH requirements.

We propose the following to meet this objective:

- Incorporating operations and maintenance reviews into our design. Our proposed Project Manager, Mary Hoang, was the former Operations and Maintenance Manager for the City of San Jose and is a Grade T4/D5 water treatment and distribution operator. Our Project Engineer, Vance Cave, is also a Grade T2/D2 water treatment and distribution operator with over 15 years of experience in operating water treatment and distribution systems. The HSe team will work with City staff to ensure the design meets the needs of the system's distribution operators. For example, the City has a number of existing pressure regulating valves and may prefer a particular manufacturer to reduce the number of spare parts and ensure consistency in maintenance and operations; HSe's operations and maintenance reviews would ensure that this type of preference would be included in the design. Our reviews will also help ensure that the control valves are located for maximum accessibility for operations staff.
- Providing in-house electrical and instrumentation expertise. HSe has an in-house electrical engineering department with SCADA design capability. This team has provided power, control, instrumentation and SCADA design services for numerous complex water and wastewater facilities. This in-house expertise is available if needed to provide support to ensure pressure transmitters and control valves

are appropriately integrated into the City's SCADA system.

- 0 Addressing potential water quality issues. The recently adopted Groundwater Rule by the United States Environmental Protection Agency (USEPA) requires water utilities to meet its requirements by December 2009, Since the project involves the connection of groundwater wells to the City's transmission mains, HSe will work with City staff to incorporate design elements such as sample stations and/or flushing facilities that may benefit the City in addressing this future regulation. Project Manager Mary Hoang specializes in water quality and stays up to date on the latest regulatory requirements.
- Meeting recently adopted CDPH Waterworks Standards. The new CDPH Waterworks Standards included many significant changes in design requirements, and our team is thoroughly familiar with these changes. Mary represented the California Water Association in meeting the Chief of CDPH's Drinking Water Program along with the Association of California Water Agencies to provide comments on behalf of water utilities. Some of the proposed standards had onerous and impractical requirements, and Maiy was successful in working with CDPH to modify the requirements to meet CDPH's objectives without unduly burdening water utilities. Her extensive knowledge of the standards will help ensure the designs meet CDPH requirements,

Objective 2: Minimize project costs and construction impacts.

HSe will meet this objective by implementing the following strategies:

- Avoid potential conflicts. Several potential conflicts/obstacles exist that may increase the cost of construction. For example, the proposed Raynor alignment travels from Partridge Court along Dunford Way to Marion Way (see FIGURE 5.1). According to City records, Cal Water has a 6-inch transite main located on Marion Way to serve Cal Water's service area to the north. To minimize construction impacts, care will be given to coordinating with Cal Water and ensuring adequate clearance.

The proposed Ortega alignment travels along Canary Drive which has existing sanitary sewer and water lines. In addition, a large circular median island and speed bump are located on Ortega to control traffic speed (see FIGURE 5.2). This appears to be a more heavily traveled way compared with Eagle Drive. An alternative alignment along Eagle Drive from Inverness Way to Langport Way that then ties into E. Homestead Road may provide less above ground physical obstruction and traffic concerns. The pipeline length would be

slightly shorter, but in addition to water and sewer, a storm line travels down a portion of Eagle Drive. However, it is anticipated that there will be adequate clearance from all utilities to comply with CDPH Waterworks Standards. The feasibility of this alignment would have to be compared with the conditions on Canary Drive in which the City may have already constructed a tie-in point to the 16-inch transmission main. In which case, the cost of a live tap to the 16-inch main would have to be compared to any savings the alternative alignment might provide.

- Perform a hydraulic analysis. HSe will perform a limited hydraulic analysis to confirm pipeline route, sizes, and ensure appropriate pressure reducing valve settings. The hydraulic analysis will be used to evaluate other potential pipeline routes to find the most economical option and/or to avoid underground conflicts.
- **Design with constructability in mind.** HSe's proposed Project Engineer, Vance Cave, is a Certified Construction Manager with the Construction Manager Certification Institute, He has served as Construction Manager for numerous pipeline projects, and his expertise in this area will ensure the design of the connections take into account constructability to potentially reduce costs and save time. In addition, his experience will be valuable in providing construction support services for the City for the two different construction periods.

FIGURE 5.1—Proposed Raynor Alignment

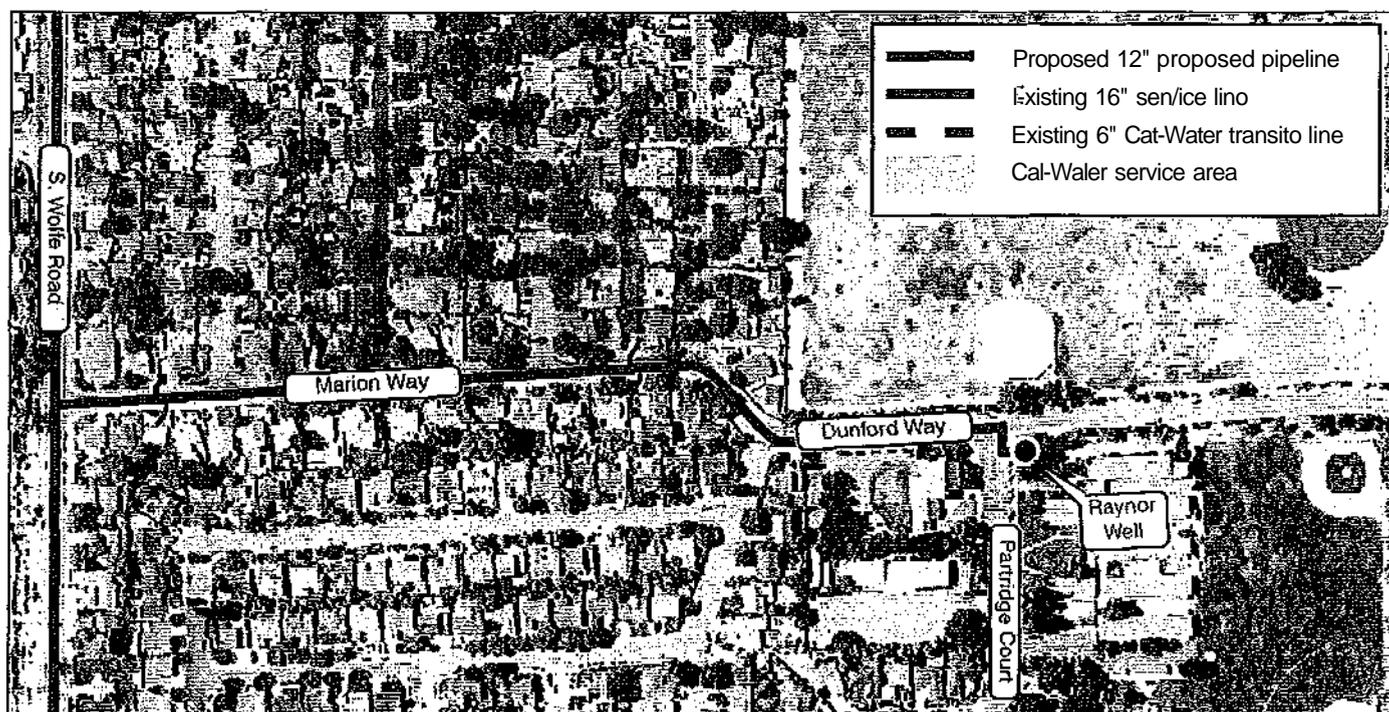
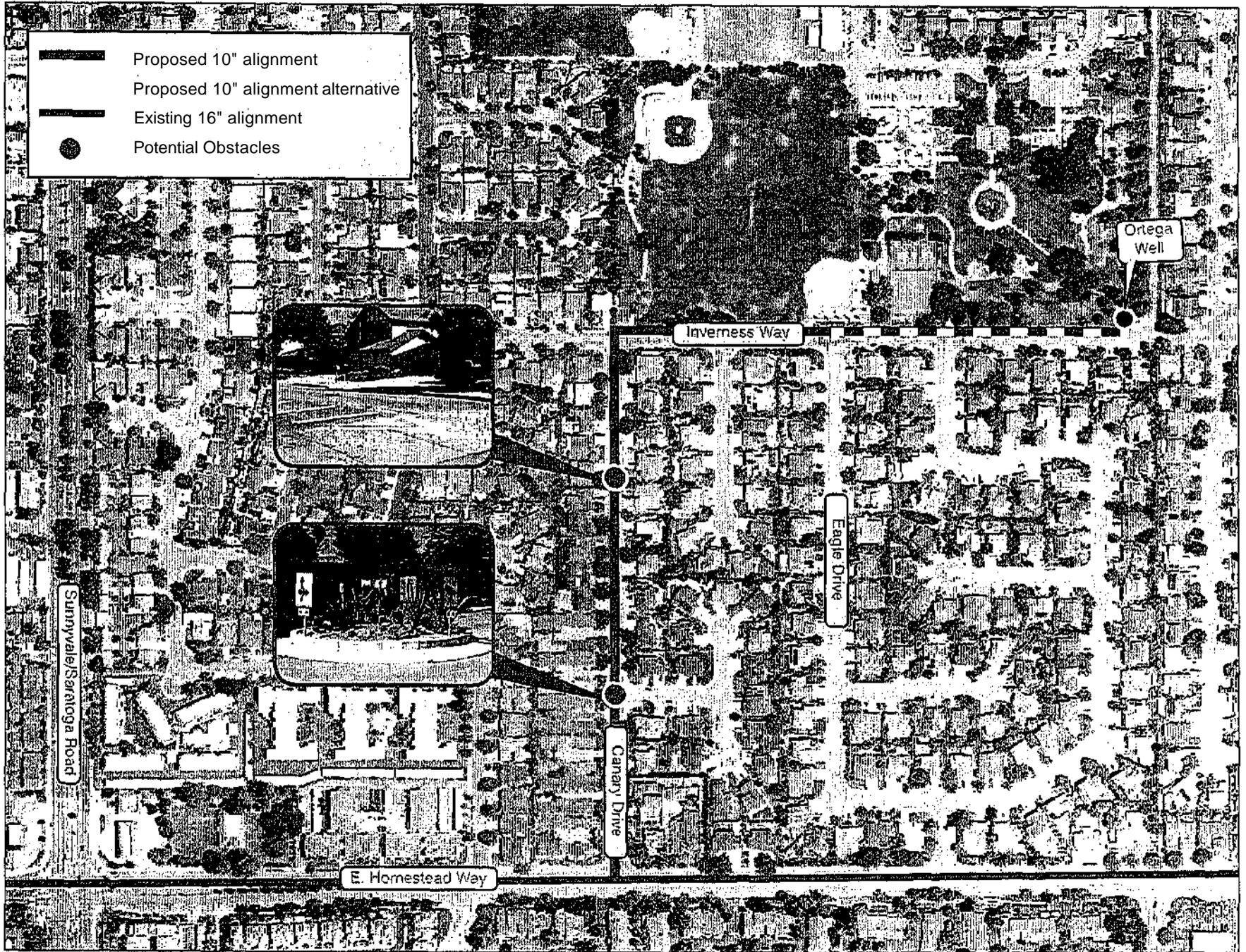


FIGURE 5.2—Alternative Alignment



- Perform technical review for Quality Assurance/Quality Control (QA/QC). HSe's QA/QC Lead, John Houlihan, has over 30 years of experience working for water utilities and is currently managing a number of water transmission and distribution projects. For this project, John will be responsible for maintaining quality control for all design submittals, reviewing permit applications, and ensuring design standards are met. As with all our projects, we will begin QA/QC reviews at the outset of this project and continue them throughout the design phase; these repeated QA/QC reviews reduce ambiguity in the final bid set, streamlines construction, and reduces the potential for claims.

The PMP ensures consistency throughout a project, which is especially important for the City's project since it has two separate bidding and construction phases.

Project Management Plan

The project management plan (PMP) is a document that sets quality expectations and defines key project management protocols such as communication procedures, project documentation, and budget and schedule control. The PMP ensures consistency throughout a project, which is especially important for the City's project due to its two separate bidding and construction phases. That is, since the Ortega Well connection will not be constructed until a year after completion of the design, it is important that the design process is carefully documented for future reference. The documentation can be used to compare conditions at the time of design with conditions at the time of construction.

HSe will develop a project-specific PMP in line with our standard project management practices. Specifically, the PMP will address key documentation and project management factors such as:

- Ensuring that internal and external communications protocols are clearly established
- Documenting design standards and quality expectations
- Assigning a task leader, as appropriate, to monitor scope, schedule and budget of discrete tasks
- Ensuring that all staff members understand their respective work assignments, including scope, schedule, budget, and required QA/QC practices
- Conducting technical meetings on an as-needed basis
- Performing routine and formal QA/QC reviews throughout the design process by project team members and by HSe's designated QA/QC reviewer, John Houlihan

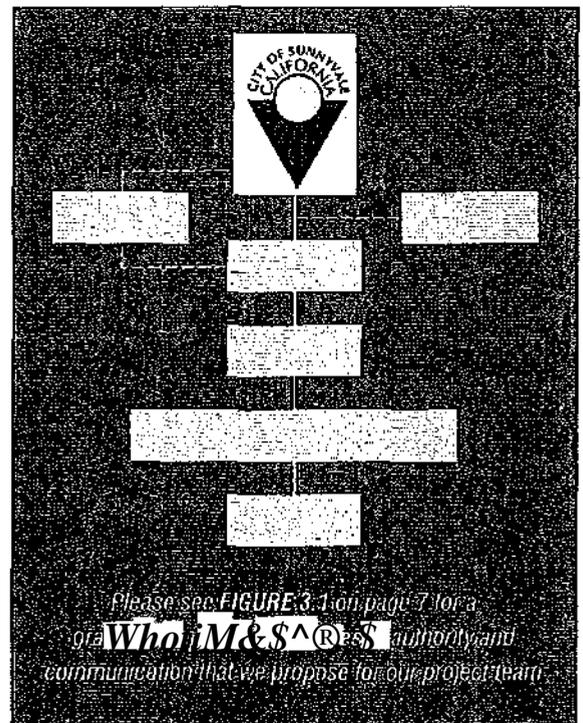
- Monitoring on a weekly basis the project budget, schedule, estimated percentage of technical completion, and effort-to-complete
- Making adjustments to meet the project schedule and budget
- Notifying and working with the City immediately if the possibility of a change in the budget or schedule becomes apparent
- Providing technical progress reports to the City that include budget, schedule, and critical elements on a monthly basis (unless a more frequent basis is requested by the City)
- Preparing timely invoices with appropriate details
- Preparing and submitting deliverables to the City
- Conducting design review workshops with City staff to facilitate the review process
- Documenting all meetings, emails, and conversations that relate to the project
- Tabulating all comments/edits made for each design submittal
- Conducting a "lessons-learned" session, closing the project, and transferring the appropriate records to the City's Project Manager.

Additional information regarding HSe's Project Management procedures can be provided upon request.

Team Organization

FIGURE 3.1 on page 7 shows the structure of our project team. Project Manager Mary Hoang will serve as the primary contact for City staff on this project and will hold responsibility for assigning work tasks, keeping the project on track, and adhering to the project budget in accordance with the project-specific PMP. She will be supervised by Principal-in-Charge Sim Blake, who will serve as an alternate point of contact for the City, ensure that adequate resources are committed to the project, and provide additional technical or regulatory assistance to the team, if needed. QA/QC Lead John Houlihan will interface directly with Mary and provide essential QA/QC and design reviews throughout the project.

The remaining team members, under Mary's direction, will be responsible for completing project tasks in a timely manner.



Scope of Work

Based on our understanding of the project and our project methodology, HSe proposes the following scope of work, which has been divided into four major tasks. It is understood that the Raynor Well connection and the Ortega Well connection will each have its own set of deliverables for bidding at different times.

Task 1—Project Design Management

- 1.1. Conduct kickoff meeting and prepare PMP. HSe will conduct a kickoff meeting with the project team members to formally establish lines of communication and coordination, confirm project goals and schedules, review existing documentation, and receive City input. A PMP will be prepared by HSe.

DEUVERABLES

- One (1) PDF and one (1) hard copy of the Project Management Plan

- 1.2. Facilitate progress meetings. HSe will attend and facilitate progress meetings as needed with City staff. To maximize the team's efficiency and to save City staff time, whenever possible, these meetings will be combined with the submission of key deliverables. HSe will work with City staff to schedule the meeting, prepare the agenda, and provide meeting minutes.

A formal design presentation will be scheduled and conducted by HSe at the 60% design review stage. HSe will provide visual aids in addition to the design submittals noted below in Task 2.5. The meeting will provide the City's Customer Department Project Coordinator and Project Administration staff with an opportunity to understand the project objectives and key design criteria, review the 60% design submittals discuss concerns, and share information.

- 1.3. Prepare and maintain a project design schedule. HSe will prepare a project design schedule that charts the expected progress of the project tasks. The schedule will be updated monthly and, along with the issuing monthly progress reports (see Task 1.5), recommendations will be made for corrective action to address unanticipated delays and to keep the project design schedule on track.

DELIVERABLES

- One (1) hard copy and one (1) electronic version of the project design schedule, with periodic updates issued as needed,

- 1.4. Prepare and maintain a project decision log. HSe will prepare and maintain a project decision log that records design decisions. This

log will include summaries of the decisions made, any key items used to reach those decisions, and any other relevant information. It is anticipated that most decisions will be made at the 60%, 90%, and 100% design meetings with City staff.

DELIVERABLES

⁰ One (1) hard copy and one (1) electronic version of the project decision log, with periodic updates issued as needed

1.5. Prepare monthly progress reports. HSe will prepare monthly progress reports outlining the team's progress on the project tasks. These reports will include summaries of progress meetings and recommendations for corrective actions to address any unanticipated delays to help maintain the project schedule.

DELIVERABLES

⁶ One (1) hard copy and one (1) electronic version of the each monthly progress report

Task 2—Design

2.1. Site investigation. A site investigation will be conducted to identify and verify existing facilities within the project boundaries. HSe will review as-builts for the wells and roadways for the proposed pipeline alignments. Record utility information will be obtained and analyzed to determine areas that will require extensive topographic surveying or potholing to determine the precise location of underground facilities. Coordination with an underground utility locating company and a surveyor will occur as needed. Other pertinent information will be reviewed such as existing hydraulic information, pump curves for the wells, and operating parameters for the wells and distribution systems that will be connected.

2.2. Project site survey. HSe's sub consultant, Geomatics Transportation Services, Inc. (GTS) will provide topographic sunning along proposed alignments and facility locations. The topography will generally include visible USA markings, utility vaults, manholes, inlets, valve covers, and other visible surface features. Parcel boundaries and known easements will also be located. Invert elevations will be identified at manholes and drain inlets. Surveying will conform to horizontal and vertical coordinate systems compatible with existing City data. Plan view contours will be 1-foot. Two separate topographic surveys will be prepared, one for the Raynor Well connection project and the other for the Ortega Well connection project.

2.3. **Permitting/utility coordination.** HSe will prepare a CDPH permit amendment if required. No other permits are anticipated.

It is assumed both projects will be categorically exempt from California Environmental Quality Act (CEQA), based on HSe's understanding of the project and the CEQA requirements. Should the City, as lead agency, require additional environmental review, HSe can provide CEQA documentation services using HSe's environmental subconsultant, Analytical Environmental Services (AES). This would be scoped as part of a separate authorization.

Coordination with underground locating company and surveyor will occur as needed.

2.4, **Hydraulic analysis.** HSe will perform a hydraulic analysis of the proposed alignment and possible alternative alignments using existing hydraulic information provided by the City for the wells and transmission mains. This will be a limited desktop analysis to confirm the pipeline size requirement based on well outlet pressure, headloss at design flows, and required delivery pressure for the purposes of comparing alternatives.

2.5. **Design submittal - 60%, 90%, and Final Bid Set.** The plan set submittals will include plan and profile pipeline alignment and control valve details. The City's set of standard specifications will be used as the basis of the technical specifications for the project as applicable, supplemented by HSe's in-house master specifications where needed.

The plan set submittals will all be prepared in conformance with the City's preferred format to a level of detail suitable for the level of completion of the submittal.

HSe will submit design drawings and specifications at the 60%, 90%, and Final Bid Set level. These submittals will contain the drawings, specifications, engineer's opinion of cost, and responses to comments from the previous submittal. The City will have two weeks to comment on each submittal. City comments will be incorporated into each subsequent submittal. Progress meetings will be used as design review workshops if desired by the City. HSe will track all comments and document how each comment was responded to in a memo distributed to the reviewers.

DEUVERABLES

The following will be provided for both the Raynor Well and Ortega Well projects at the 60%, 90%, and Final Bid Set:

- ° Table of Comments: one (1) electronic MS Word 2003 version
- ° Engineer's opinion of probable cost: one (1) electronic MS Excel 2003 version and two (2) hard copies

- o Design and Construction Schedule: one (1) electronic MS Project 2000 version and two (2) hardcopies
- 60% Submittal: two (2) copies half-size plans and specifications
- 90% Submittal: two (2) copies half-size plans and specifications; 2 full size plan sets
- o Final Bid Set: 1 full-size reproducible plan set, 1 half-size reproducible plan set, 1 set "camera ready" specifications, electronic PDF plans and specifications

Task 3—Bidding Services

HSe will provide bidding services for Raynor Park well connection between PY 2008/2009 and 2009/2010 and Ortega Park well connection between FY 2009/2010 and FY 2010/2011. HSe will answer questions posed by the bidders and prepare clarifications and addenda as required, HSe will assist the City in reviewing contractor bids and will make a recommendation for award of the construction contract.

DELIVERABLES

- » Clarifications and addenda as necessary
- » Responses to questions posed by bidders
- Memorandum evaluating bids and making recommendation for contract award

Task 4—Construction Support

HSe will provide construction support for Raynor Park well connection between FY 2008/2009 and FY 2009/2010 and Ortega Park well connection between FY 2009/2010 and FY 2010/2011. The HSe team will review all technical submittals from the contractor in sufficient detail to determine whether or not the submitted item conforms to the intent of the plans and specifications. HSe will respond to RFIs throughout construction as directed by the City. All RFI and submittal reviews will be properly coordinated with the City's designated Construction Manager and/or Project Inspector. HSe will prepare record drawings to reflect the as-built condition of the project. Red-lines from the contractor and/or City Inspector will be used as the basis for preparing the as-builts.

DELIVERABLE

- RFIs
- o Submittal responses
- o One (1) hard copy of full-size record drawings and an electronic Autocad version will be provided for both the Raynor Well and Ortega Well projects.

EXHIBIT B

Cost Proposal
RFP No. F0309-20

CITY OF SUNNYVALE ENGINEERING DESIGN SERVICES FOR WATER WELL CONNECTION TO TRANSMISSION MAINS

2008 Labor Rates:		Senior Manager \$160 /hr		Project Engineer \$145 /hr		Associate Engineer \$100 /hr		Sr. CAD Designer \$85 /hr		Administrative \$50 /hr		Total Labor		Direct Charges
Task	Description	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Fee
1.1-1.5	Project Design Management	40	\$ 6,400	3	\$ 1,160	4	\$ 400	0	\$ -	20	\$ 1,000	72	\$ 8,960	
2.1	Site Investigation	2	\$ 320	24	\$ 3,480	24	\$ 2,400	0	\$ -	0	\$ -	50	\$ 6,200	
2.2	Project Site Survey (GTS)		5 -		\$ -		5 -		\$ -		\$ -		\$ -	\$ 29,000
2.3	Permitting/Utility Coordination	4	\$ 640	16	\$ 2,320	8	\$ 800	6	\$ 680	0	\$ -	36	\$ 4,440	
2.4	Hydraulic Analysis	2	\$ 320	4	\$ 580	24	\$ 2,400	0	\$ -	0	\$ -	30	\$ 3,300	
2.5	Design Submittal - 60%. 90%. Final	80	\$ 12,300	160	\$ 23,200	190	\$ 19,000	200	\$ 17,000	20	\$ 1,000	650	\$ 73,000	\$ 2,400
3A	Bidding Phase 1 (Raynor)	4	\$ 640	8	\$ 1,160	8	\$ 800		\$ -	2	\$ 100	22	\$ 2,700	\$ 200
3B	Bidding Phase 2 (Ortega)	4	\$ 640	8	\$ 1,160	8	\$ 800		\$ -	2	\$ 100	22	\$ 2,700	\$ 200
4A	Construction Support (Raynor)	4	\$ 640	16	\$ 2,320	8	\$ 800	40	\$ 3,400	2	\$ 100	70	\$ 7,260	\$ 250
4B	Construction Support Phase 2 (Ortega)	4	\$ 640	16	\$ 2,320	8	\$ 800	40	\$ 3,400	2	\$ 100	70	\$ 7,260	\$ 250
TOTAL HOURS/COSTS:		144	\$ 23,040	260	\$ 37,700	262	\$ 28,200	288	\$ 24,480	48	\$ 2,400	1022	\$ 115,820	\$ 32,300

Note: For contracts that extend beyond the effective date of the Billing Rates shown, the Billing Rates then in effect shall be used.

TOTAL COST: \$ 148,120

EXHIBIT 'CO' INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General 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. ISO Occurrence Form CG 0001 is required,
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT'S profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other insurance Provisions

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

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to this project, CONSULTANT'S insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANTS insurance and shall not contribute with it,
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A;VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements affecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.



CITY OF SUNNYVALE, CALIFORNIA

REQUEST FOR PROPOSALS NO. F0809-20

ENGINEERING DESIGN SERVICES FOR
WATER WELL CONNECTIONS TO TRANSMISSION MAINS

PUBLIC WORKS PROJECT NO. UW-08/07-09

OCTOBER 1, 2008

PROPOSALS DUE:
WEDNESDAY, OCTOBER 29, 2008 AT 3:00 PM

In the Purchasing Division
Sunnyvale City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707

BUYER: David Gakte
(408) 730-7403
dqakle@ci.sunnyvale.ca.us

A. INVITATION

The City of Sunnyvale is seeking proposals from qualified consulting firms to provide professional engineering services for the design and preparation of plans, specifications, cost estimate (PS&E), and construction support services for two Water Well Connections to Transmission Mains projects in the City of Sunnyvale, California.

B. PROJECT DESCRIPTION

Two projects will connect the Raynor Well to the Wolfe transmission main and Ortega Well to the Homestead transmission main, respectively. After the completion of the projects, the Raynor Well and Ortega Well will provide water to the Wolfe/Homestead area during normal well operating schedules and if the water supply from Hetch-Hetchy, Santa Clara Valley Water District, or both, is interrupted.

The Raynor Well Project will involve installation of 12"-diameter C900 Class 200 PVC pipe, a new pressure-reducing valve, and isolation valves between FY 2008/2009 and 2009/2010. The project will start at the well site located on Dunford Way and proceed West to Marion Way and then the 12" pipe will connect to 16" transmission main stub out on Wolfe Road, approximately 1,890'.

The Ortega Well Project will involve installation of 10"-diameter C900 Class 200 PVC pipe, a new pressure-reducing valve, and isolation valves between FY 2009/2010 and 2010/2011. The project will start at well site located on Inverness Way and proceed West to Canary Drive, proceed South and then the 10" pipe will connect to 16" transmission main stub out on Homestead Road, approximately 2,615'.

The connections will greatly improve the stability of the water system and its ability to respond to water demands in an emergency. Two new pressure transmitters shall be provided at each location for monitoring and control of transmission and distribution systems.

Because of budgetary constraints, it is anticipated that the projects will not be bid for construction together, but in subsequent fiscal years.

C. SCOPE OF WORK

In general, the proposed scope of services should cover but not limited to the following:

1. The preliminary design, design, and preparation of construction documents for two separate construction packages, to be bid for construction in two separate fiscal years, all done in accordance with the City's standards, specifications and contract document format for the work.
2. Provide **two complete sets** of plans, specifications and cost estimate for each selected design with appropriate reviews by City staff at the 60%, 90% and 100% stages of development.

3. The Consultant will meet with City staff as necessary to review the design at various stages in the project, including a 60%, 90% and 100% PS&E review of the plans and specifications. The Consultant shall obtain all permits and approvals required for the project, including environmental, if required.
4. Arrange and conduct a formal design presentation at the 60% design review stage. The presentation will be for the Customer Department Project Coordinator (Field Services Division) and the Project Administration Staff including the Senior Engineer, Contract Administrator, Senior Inspector, and the Inspector.
5. Provide support services during **two bidding periods** as necessary, including preparation of addenda and response to contractor questions. Assist with bids evaluation and recommendation of construction contract approval.
6. Provide construction phase support including submittal approval, providing responses to contractor's Requests for Information (RFIs), and resolution of design issues. Provide record drawings of the two completed projects from the contractor's marked-up drawings.

D. PROPOSAL CONTENT

1. Contact information - At a minimum, each proposal must include the following contact information:
 - a. Business name
 - b. Mailing address
 - c. Telephone number
 - d. Fax number
 - e. Email address
 - f. Contact person
 - g. Contact person's direct telephone number
2. Organizational information - A description of the Consultant's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.
3. Qualifications - Names, qualifications, and experience of the proposed project team.
4. References - Three references for which Consultant has performed similar services of similar scope within the past three years. Include the organization name and address, the name and telephone number of a contact person, and a brief description of the services performed by the consulting firm.
5. Statement of understanding - A narrative statement that;
 - a. Illustrates the Consultant's understanding of the two projects requirements;
 - b. Sets out the methodology the Consultant intends to employ and that illustrates how this methodology will serve to perform the described services;

- c. Describes the management plan the Consultant intends to employ for the projects and an explanation of how it will support all project requirements and logically lead to the required deliverables. The description must include the organization of the project team, including accountability and lines of authority;
 - d. Breaks down the project by tasks leading to the deliverables and milestones. This work plan would then be used for preparation of a cost proposal.
6. Timeline for completion - **Two timelines** for completion of the PS&E Phase of the two projects, with milestones.
 7. Signatures - The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, general partner).
 8. A cost proposal - A cost proposal and allocation of work hours to team staff personnel, by task, that support the proposed scope of services, delivered in a separate sealed envelope.

The City of Sunnyvale does not pay for services before it receives them; therefore, do not propose terms that call for up-front payments or deposits. Also, the City reimburses direct expenses at actual cost only - not cost plus a percentage or markup.

E. SUBMITTAL DEADLINE

The Consultant shall submit; 1) five copies of its proposal and 2) one copy of its cost proposal; in separately marked and sealed envelopes, to:

David Gakle, Principal Buyer
City of Sunnyvale
Purchasing Division
650 West Olive Avenue, PO Box 3707
Sunnyvale, CA 94088-3707

Proposals must be received at the address above no later than 3:00pm on Wednesday October 29, 2008. Late proposals will not be considered for award.

F. RECEIPT OF PROPOSALS

The City does **not** hold public opening for the submittals of Requests for Proposals.

Proposals must be received by the submittal deadline, however; they will not be publicly opened or read aloud.

Proposals will not become public records until the Purchasing Officer issues a Notice of Intent to Award to all Proposers prior to the City Council meeting at which he/she asks Council to award the proposal.

G. EVALUATION OF PROPOSALS

A team of City employees consisting of engineering and utility management and staff will evaluate proposals. Written proposals will be ranked by the committee members, based upon the proposal's effectiveness and efficiency in supporting each of the following items:

- Overall responsiveness to the Request for Proposals (10%)
- Qualifications, experience and commitment of the Project Manager (25%)
- Firm (and Project Team) qualifications, experience, and referenced projects (25%)
- Project approach and proposed scope of services (20%)
- Project management plan and schedule (20%)

F. SELECTION PROCESS

After evaluation of the submitted written proposals and qualifications of the consultant teams by the evaluation committee, the top ranked consultant teams may be invited for presentations and interviews. The evaluation committee will again rank the interviewed consultants; and a consultant team will be selected, based on the best overall ranking by the committee members. Cost proposal envelopes may be opened by the evaluation committee to determine the level of effort and cost identified for each task. If negotiations with the top ranked Consultant are not successful, in consideration of either the scope or cost, the second ranked Consultant team will be invited to enter negotiations for the contract, and so on.

The City's Purchasing Officer will recommend to the City's awarding authority the firm that successfully completes the process. The awarding authority's acceptance of the proposal will be evidenced by a written Notice of Award from the City's Purchasing Officer delivered to the successful firm.

G. CONTRACT AND OTHER REQUIRED DOCUMENTS

Within ten (10) calendar days of the date of issuance by the Purchasing Division of the Notice of Award, the successful Proposer shall submit the following documents to the Purchasing Division:

1. A Consultant Services Agreement executed in duplicate by the successful Proposer. (A sample agreement is attached to this Request for Proposals, and its terms and conditions are incorporated herein by reference).
2. Evidence of the required insurance coverage, *naming the City Additional Insured*.
3. A Sunnyvale business license application and fee
4. A completed Internal Revenue Form W-9,

Failure of the successful Proposer to make a timely submission to the Purchasing Division may result in a rescission of acceptance of the proposal by the City and in award of contract to another Proposer.

H. ADDITIONAL INFORMATION

1. The City is not liable for Proposal costs. This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.
2. City reserves right to accept or reject any proposal, to negotiate, or to cancel RFP. The City reserves the right to accept or reject any proposal received, to negotiate with qualified Proposers, or to cancel the Request for Proposals.
3. City may require additional information or submittals. The City may require Proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the Proposer. The City may also require Proposer to revise one or more elements of its proposal in accordance with contract negotiations.
4. City reserves right to evaluate proposals for 60 days. The City reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept.
5. Proposals are not public information until awarded. The proposals that are received in response to this RFP will not be opened publicly and will not be considered public information until such time as the City makes an award.

1. CONTACT PERSON

inquiries relating to this Request for Proposals ***must be made in writing no later than ten days before the Submittal Deadline*** to:

David Gakle, Principal Buyer
City of Sunnyvale
650 West Olive Ave, PO Box 3707
Sunnyvale, CA 94088-3707
Phone (408) 730 - 7403
Fax (408) 730-7710
Email: [dpakle\(S\)ci.sunnwale.ca.us](mailto:dpakle(S)ci.sunnwale.ca.us)

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND {CONSULTANT'S NAME} FOR DESIGN AND CONSTRUCTION
SUPPORT SERVICES
FOR {DESCRIPTION OF WORK}**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and {CONSULTANT'S NAME} ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as {Project Name}; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign {Project Manager's Name} to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of {Amount Written in Words} (\$Amount in Numbers) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT'S firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California,

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY, The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY'S name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY'S Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.6), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT'S performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: {Project Manager's Name}
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: {CONSULTANT'S NAME
 Attn:
 Address
 City State Zip Code}

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY'S reporting requirements to the state and other agencies with respect to CONSULTANT'S work hereunder. AH records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

{CONSULTANT'S NAME}
("CONSULTANT")

APPROVED AS TO FORM;

By _____

Name/Title

City Attorney

By _____

Name/Title

WHEREAS, CITY is in need of specialized services in relation to providing professional engineering services required for _____;
and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

EXHIBIT "C" **INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General 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. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT'S profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

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

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
2. For any claims related to this project, CONSULTANT'S insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements affecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.