



Council Meeting: November 9, 2010

SUBJECT: Award of Sunnyvale Works! Contract for Peer Review of the WPCP Strategic Infrastructure Plan and Approval of Budget Modification No. 16 (F1010-35)

REPORT IN BRIEF

Approval is requested to award a contract to CH2M Hill of San Jose in an amount, including a 10% contingency, not to exceed \$136,985 to conduct a Peer Review of the Water Pollution Control Plant Strategic Infrastructure Plan (SIP) as required by the Public Works Department. Approval is also requested for Budget Modification No. 16 to provide funding for the project.

BACKGROUND

In 2004, the City commissioned a condition assessment of Water Pollution Control Plant assets. The assessment was completed in August 2006 by Carollo Engineers, and indicated that a number of the treatment plant facilities were at or nearing the end of their useful life. The assessment report also recommended that the City prepare a Master Plan for the treatment plant in order to select and prioritize rehabilitation or replacement projects for the future. A Public Works staffing study completed by Matrix Consulting Group in 2007 also recommended that the City prepare a Master Plan for the treatment plant.

In 2007, Request for Proposals No. F0707-19 was issued to solicit proposals for the preparation of a Strategic Infrastructure Plan (SIP), a comprehensive plan to determine whether to replace or rehabilitate the plant, and to prioritize and lay out a general schedule for accomplishing that work. Council awarded a contract to Brown and Caldwell Consulting of Walnut Creek in the amount of \$848,669 to perform the work (RTC #08-058). The work was completed in August, 2010.

DISCUSSION

Because plant assets are valued at nearly \$400 million, and the SIP estimates that rehabilitation/replacement alternatives are on the order of \$350 million, it is prudent to verify that the SIP addresses all reasonable alternatives, and that the cost estimates are sound for planning purposes. A work scope to conduct a "peer review" of the document was prepared by Public Works and Purchasing staff. The intent was to contract with a different engineering firm than the SIP preparer, a company who could use their knowledge and expertise in wastewater treatment to quickly and proficiently confirm the direction and

completeness of the SIP, or recommend alternatives they feel should be considered. The proposed peer review contract was developed in conjunction with the pre-qualification process established at the outset of the **Sunnyvale Works!** program. Request for Proposals No. SVW-015 was sent to five prequalified wastewater engineering firms. Three proposals were received from Carollo Engineers of Walnut Creek, RMC Water and Environment of San Jose, and CH2M Hill of San Jose.

The Request for Proposals process was selected for this project because, unlike an Invitation for Bids, it allows for consideration of factors in addition to cost during proposal evaluation. In this instance, staff determined that proposals would be evaluated, based on the following criteria:

- Qualifications/Experience
- Quality of proposal
- Project understanding
- Proposal pricing

The evaluation committee included PW/Environmental Services (WPCP), PW/Engineering and Purchasing staff. Proposal costs ranged from \$90,000 to \$124,532, depending on each proposer's understanding of the City's needs and how to address those needs. The lowest cost proposal was more focused on making engineering design recommendations for the new facility rather than objectively reviewing the existing SIP document.

Following a comprehensive review of the written proposals, the committee unanimously agreed that the proposal submitted by CH2M Hill offered the best value to the City. The peer review team proposed by this firm exceed all others in experience and credentials and includes three (3) Environmental Engineering PhD's, amongst them the Professor Emeritus of the Department of Civil and Environmental Engineering at UC Berkeley, and the Professor Emeritus of the Department of Civil and Environmental Engineering at UC Davis. Given the magnitude of the investment the City will need to make in infrastructure improvements at the WPCP facility, having the SIP document reviewed by individuals with this level of expertise and experience will add credibility to the peer review process.

Based on the information presented above, staff recommends award of contract to CH2M Hill to perform a Peer Review of the Water Pollution Control Plant Strategic Infrastructure Plan (SIP). Once the Peer Review is complete, staff will bring the results of the SIP and the Peer Review forward to Council early in 2011, for a full discussion of alternatives, and to determine direction for proceeding with rehabilitation or replacement of wastewater treatment plant facilities.

FISCAL IMPACT

The total cost of the project, including a 10% contingency of \$12,453, is \$136,985. Project 827030 – WPCP Strategic Infrastructure Plan has provided funding for this project to date. The current budget balance for this project is being used up as expenses for the SIP are paid and the project budget is closed out.

Staff completed several wastewater projects under budget and has proposed to return those funds to reserve through the project carryover process currently underway. As a result, staff recommends approval of Budget Modification No. 16 to appropriate \$136,985 from the Wastewater Capital and Infrastructure Reserve to Project 827030 to fund the needed work. The funds to be returned through the carryover process exceed the funds needed to complete this project. Therefore there will be no impact to planned wastewater utility rates.

Budget Modification No. 16
Fiscal Year 2010/2011

	Current	Increase (Decrease)	Revised
Wastewater Management Fund			
Expenditures:			
Project 827030 – WPCP Strategic Infrastructure Plan	\$409,721	\$136,985	\$546,706
Reserves:			
FY 2010/2011 Wastewater Capital and Infrastructure Reserve	\$316,813	(\$136,985)	\$179,828

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 to CH2M Hill, in substantially the same form as the attached draft Consultant Services Agreement and in an amount not to exceed \$124,532 for the Peer Review of the Water Pollution Control Plant Strategic Infrastructure Plan (SIP);
2. Approve a project contingency in the amount of \$12,453; and
3. Approve Budget Modification No. 16 to provide funding for this project.

Reviewed by:

Grace K. Leung, Acting Director, Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Marvin Rose, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Draft Consultant Services Agreement

ATTACHMENT A
DRAFT
CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CH2MHILL
FOR PEER REVIEW OF THE WATER POLLUTION CONTROL PLANT STRATEGIC
INFRASTRUCTURE PLAN (SIP)

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CH2MHILL ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, review, consultation, and other services for a project known as Peer Review of the Water Pollution Control Plant Strategic Infrastructure Plan (SIP); 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 Susan Dennis, P.E. 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, including optional services if required, exceed the sum of One Hundred Twenty Four Thousand Five Hundred Thirty Two and No/100 Dollars (\$124,532.00) 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, 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 negligent act, error, omission or negligence 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 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, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Lorrie Gervin, Environmental Division Manager
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: CH2MHill
 Attn: Susan Dennis, P.E.
 1737 North First Street
 San Jose, CA 95112-4524

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 after written notification of failure to pay.

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

CH2MHILL ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Exhibit A SCOPE OF WORK

The City of Sunnyvale RFP (City of Sunnyvale - Sunnyvale Works! Pre-qualification Program Proposal Submittal Instructions for Peer Review of the WPCP Strategic Infrastructure Plan (SIP)) and CH2M HILL's proposal (Proposal for Peer Review of the WPCP Strategic Infrastructure Plan, September 22, 2010) are incorporated herein by reference. The Scope of Work from the RFP and Proposal are modified as shown below. In the event of discrepancies this Exhibit A shall take precedence.

Task 1 Review Existing SIP Documents and Conduct Workshop 1

Review Draft SIP:

- Peer Review Team members will review the draft SIP to develop their understanding of the contents of the SIP and the work that was performed and opinions on how the alternatives compare with their professional experience at similar facilities.

Conduct Workshop 1 with City Staff and Core Team Members:

- Charter the City-consultant Peer Review Team to develop a common sense of purpose and understand the City's needs, concerns, and preferences.
- Confirm the City's guidance on what the team should and should not consider, and receive other information to guide and establish sideboards for the Peer Review Team.
- Understand the City's goals for the SIP and WPCP improvements
- Confirm Peer Review Team's understanding of City goals and of the draft SIP, level-of-service or process-related goals, any constraints for use of the site, goals for the facility related to public use and sustainability, the City's financial objectives for the project, operations and staffing guidelines, and other criteria that may affect the viability of alternatives.
- Brainstorm with City staff to identify any other alternatives that may better achieve your goals. Using our experts' professional experience and judgment, we can then answer the question "Have all reasonable alternatives been identified?"
- With help from the Peer Review Team, the City will decide on the next steps that the team should undertake. If the team concludes that there are other alternatives that should be evaluated to compare with the SIP alternatives, the City can decide to have the Peer Review Team develop additional alternatives as an Optional Service.

Assumptions:

- One 8-hour workshop in City of Sunnyvale offices.
- Workshop attendees: Glen Daigger, George Tchobanoglous, David Jenkins, Dana Rippon, Susan Dennis, and Project Engineer.
- City or Brown and Caldwell staff may make a presentation to summarize key elements the SIP recommendations to begin the discussion.
- City will provide consolidated review comments on draft deliverables on one copy of the document.

Deliverables:

- Draft and final meeting agenda; draft in PDF and Word format, final in PDF and hard copy (5 copies).
- Draft and Final Workshop PowerPoint presentations; both in PDF format.
- Draft and final workshop notes to document discussions and decisions; electronic draft in PDF and Word format, final in PDF and hard copy (5 copies).

Task 2 Perform Detailed Review of SIP Documents

- Perform a detailed review of the draft SIP, focusing on consistency of the technical elements of the work.
- Document the findings from the review and recommendations for resolution of any inconsistencies in a Technical Memorandum.

Assumptions:

- Dana Rippon will conduct detailed review with input (20 hours total) from structural, electrical, mechanical, I&C, and other technical specialists.
- City will provide consolidated review comments on draft deliverables on one copy of the document.

Deliverables:

- Draft and final Technical Memorandum to document the review findings and recommendations; electronic draft in PDF and Word format, final in PDF and hard copy (5 copies).

Task 3 Analyze SIP Recommendations

Analyze SIP Recommendations

- Core Peer Review Team will analyze the SIP recommendations in detail. Involve subject matter experts as needed to confirm elements of the alternatives and identify possible opportunities for cost savings, energy savings, better use of the site, sustainability features, public access, public image, or to realize other project goals. Include senior cost estimator to analyze cost impacts and issues.
- Analyze the recommendations to understand phasing assumptions and the trigger points that would drive each construction phase.
- Compare any additional alternatives that are developed under Optional Services against the SIP recommendations.

Conduct Workshop 2 with City staff and Core Peer Review Team Members

- Present findings of the analysis of SIP Recommendations and discuss implications of findings with City staff.
- Present findings of the detailed SIP review conducted in Task 2.
- With help from the Peer Review Team, the City will decide on the next steps that the team should undertake.

Assumptions:

- One 8-hour workshop in City of Sunnyvale offices

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- Workshop attendees: Glen Daigger, George Tchobanoglous, David Jenkins, Dana Rippon, Susan Dennis, and Project Engineer
 - City will provide consolidated review comments on draft deliverables on one copy of the document.

Deliverables:

- Draft and final meeting agenda; draft in PDF and Word format, final in PDF and hard copy (5 copies)
- Draft and Final Workshop PowerPoint presentations; both in PDF format.
- Draft and final workshop notes to document discussions and decisions; electronic draft in PDF and Word format, final in PDF and hard copy (5 copies).

Task 4 Review SIP Cost Estimates

- Review the SIP construction estimate components and methodology to confirm conformance with the Association for the Advancement of Cost Engineering International (AACE) standards and estimating practices.
- Examine details of the SIP estimate to determine if labor and material quantities and prices appear accurate.
- Review allowances for other construction costs (contractor overhead, profit, mobilization, etc.) to determine if they are properly placed and applied, and are reasonable and complete.
- Written documentation of the cost estimate review in a Technical Memorandum for inclusion in the final report.

Assumptions:

- The level of detail of the review is dependent on the cost estimate completeness and detail provided and allocated level of effort for this Task.
- City will provide all available worksheets from the SIP cost estimate work including documentation of all percentages applied.
- City will provide consolidated review comments on draft deliverables on one copy of the document.

Deliverables:

- Draft and final Technical Memorandum to document the review findings and recommendations; electronic draft in PDF and Word format, final in PDF and hard copy (5 copies).

Task 5 Prepare Total Project Cost Estimate

- Confirm the appropriateness of each of the SIP total project cost elements based on AACE standards and recent implementation experience.
- Written documentation of the estimate in a Technical Memorandum will be prepared for inclusion in the final report. Assumptions

Assumptions:

- Any proposed cost revisions will be based on existing data.
- City, with input from the Peer Review Team, will provide strategy for environmental documentation, costs, and schedule.

-
- City will provide all available worksheets from the SIP cost estimate work including documentation of all percentages applied.
 - City will provide consolidated review comments on draft deliverables on one copy of the document.

Deliverables:

- Draft and final Technical Memorandum to document the review findings and recommendations; electronic draft in PDF and Word format, final in PDF and hard copy (5 copies).

Task 6 Peer Review Report

- Prepare a Draft and Final Report tailored to the City's targeted stakeholder audiences.

Assumptions:

- The proposed Workshop 3 will not be conducted.
- At the conclusion of Workshop 2, City staff will decide on the format and contents of the Final Report that aligns with the level of effort allocated for this task.
- City will provide consolidated review comments on draft deliverables on one copy of the document.

Deliverables:

- Draft and final Report to document the Peer Review project activities, conclusions, and recommendations; electronic draft in PDF and Word format, hard copy final (5 copies) and PDF.

Optional Services

The City may identify optional services during the course of the Peer Review Project including but not limited to:

- Development of additional alternatives to a level of detail that will allow comparison with the draft SIP recommendations.
- Attending additional meetings in person or by teleconference.
- Development of presentation materials for City Council, committee, stakeholder or other meetings.
- Process calculations for each of the SIP alternatives to provide 'apples to apples' comparison of alternatives (using CH2M HILL Pro2D or another model).

Any optional services would be funded from the Optional Services allowance as authorized by the City Project Manager.

Assumptions:

- Budgets and deliverables will be identified as Optional Services are assigned to CONSULTANT commensurate with the budget allocated for this task.

EXHIBIT "A-1"

City of Sunnyvale - Peer Review of WPCP SIP

ID	Task Name	Duration	Week 1	Week 2	Week 3	Week 4	Week 5
1	City of Sunnyvale	21 days					
2	Notice to Proceed	1 day	◆				
3	1 - Review Existing SIP Documents	2 days	▬				
4	Workshop 1	1 day	◆				
5	2 - Detailed Review of SIP Documents	5 days		▬			
6	3 - Analyze SIP Recommendations	5 days		▬			
7	Workshop 2	1 day		◆			
8	4 - Review SIP Cost Estimate	5 days			▬		
9	5 - Prepare Total Cost Estimate	5 days			▬		
10	7 - Draft Report	5 days				▬	
11	Submit Draft Report	0 days				◆	
12	Final Report	5 days					▬
13	Submit Final Report	0 days					◆

Project: City of Sunnyvale - Review of WPCP SIP
 Date: Wed 10/27/10

Task  Milestone 

Exhibit B
Compensation Schedule
City of Sunnyvale – Review of WPCP SIP

Task	Description	Dennis Project Manager	Daigger	Jenkins	Tchobanoglous	Rippon	Lawson Cost Estimator	Technical Resources	Office Services	Total Labor		Total Expenses	Grand Total
		Core Peer Review Team					\$88		Hours	\$			
1	Review Documents	16	32	16	16	16			16	8	120	\$28,128	\$1,500
3	Analyze SIP Recommendations	8	32	16	16	16		28	8	124	\$28,728	\$1,500	\$30,228
2	Detailed Review of Documents	8				32		20	2	62	\$13,728	\$ 550	\$14,278
4	Review SIP Estimate	4				4	32	8	0	48	\$ 9,360	\$ 110	\$ 9,470
5	Prepare Cost Estimate	4				4	32	8	0	48	\$ 9,360	\$ 110	\$ 9,470
6	Prepare Report	12	8	4	4	8		24	32	92	\$15,456	\$ 550	\$16,006
	Optional Services	4	16	8	8	8	4	4		52	\$13,252	\$2,200	\$15,452
Grand Total Labor & Expenses		56	88	44	44	88	68	108	50	546	\$118,012	\$6,520	\$124,532

Exhibit B-1

CH2M HILL
Professionals and Technicians*
Hourly Billing Rates**
City of Sunnyvale
Peer Review of the WPCP SIP Project

Classification	Rate
Principal-in-Charge*	\$268
Principal Professional*	\$242
Sr. Professional*	\$196
Project Professional*	\$144
Staff Professional*	\$113
Sr. Technician	\$144
Technician	\$103
Office/Clerical	\$88

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2010 through December 31, 2010

A markup of 10% shall be applied to all Subconsultant Costs only

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Service

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract 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 the Consultant, his 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 and \$2,000,000 aggregate for bodily injury, personal injury and property damage. 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 the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The 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. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the 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 the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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 the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

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 the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.