

**Council Meeting: November 29, 2011****SUBJECT: Award of a Contract for the Design of the Rehabilitation of Anaerobic Digesters No. 1 and 2 (F1004-100)****BACKGROUND**

Approval is requested to award an engineering design contract in the amount of \$968,048 (baseline services in the amount of \$789,948 and \$178,100 in additional design services) to Kennedy/Jenks Consultants of Palo Alto for the Rehabilitation of Anaerobic Digesters No. 1 and 2 and related work at the Water Pollution Control Plant. Approval is also requested for a 15% design contingency in the amount of \$145,207.

DISCUSSION

The anaerobic digesters breakdown biodegradable material taken from the influent stream by the primary sedimentation basins at the Water Pollution Control Plant, and in the absence of oxygen produce Class B biosolids that are then dried and removed from the facility for land application or landfill. They also produce methane gas in the process that is captured and used to replace fossil fuels for the headworks pumping engines and Power Generation Facility (PGF). The Water Pollution Control Plant has four digesters, Digesters #1 and 2 were built in 1955, #3 in 1961, and #4 in 1969. The digester lids have deteriorated, and methane gas has been found between the structural layers of the lids. Spot repairs have been completed and have provided some addition to the useful life, but are no longer adequate. To prevent failure, the lids need to be replaced.

Capital Project 824301 (Rehabilitation of Digesters) provides funds for the design and construction to renovate all four digesters at the facility, including the replacement of lids, rehabilitation and seismic retrofit of the digester tanks, the sludge mixing equipment and related peripheral equipment. Digester #3 was rehabilitated in FY 2008/09. Digester #4 is currently under construction and is scheduled to be completed in FY 2011/12. The design for Digesters #1 and 2 is scheduled to commence in FY 2011/12, with construction scheduled to be complete in FY 2012/13. Rehabilitation is expected to extend the life of the digesters another 30 years and the anaerobic digesters will be required regardless of any new process designs that will accompany anticipated plant renovations under the Strategic Infrastructure Plan (SIP). This project is considered essential to keeping the plant in operation and meeting the requirements of the City's NPDES permit.

Request for Proposals No. F1004-100 for the project design was prepared and distributed in May 2011 to eleven engineering firms that were pre-qualified in the Water Pollution Control Plant category of the Sunnyvale Works! pre-qualification program. Four responsive proposals were received as follows:

| | |
|-----------------------------------------|-----------|
| Lee & Ro, Inc., of Walnut Creek | \$318,200 |
| Carollo Engineers, of Walnut Creek | \$783,077 |
| West Yost Associates, of Roseville | \$789,621 |
| Kennedy/Jenks Consultants, of Palo Alto | \$995,500 |

Proposals were evaluated on qualifications, experience, quality, project understanding and price. West Yost Associates, Carollo Engineers and Kennedy/Jenks, the three highest ranking proposers, were invited for interviews with the evaluation team. As a result of the interview process, Kennedy/Jenks was unanimously selected as the highest ranked proposer.

As part of the evaluation process, the three selected consultants were asked to propose on, and detail in the interviews, any optional or additional design services that would optimize the use of the rehabilitated digesters for maximum energy production. All three proposers recommended the introduction of Fats, Oils and Grease (FOG) into the digesters for maximum methane gas production. The processing of FOG would be beneficial to the City in two ways: 1) the City could introduce FOG into the digesters to produce additional methane gas which could be burned in the PGF facility to generate additional electricity (which would help offset the purchase of natural gas required to fulfill current energy requirements), and 2) the City could become a disposal site for FOG coming from local restaurants and food service providers, many of whom contract with FOG haulers who truck the waste out of the area.

Subsequently the City entered into negotiations with Kennedy/Jenks on their design fees for both the baseline rehabilitation of Digesters # 1 and 2, and the additional services related to the design of a FOG receiving station at the Water Pollution Control Plant facility, and also Supervisory Control and Data Acquisition (SCADA) integration to tie the rehabilitated digesters into the City's existing SCADA control system. Baseline fees were negotiated from \$995,500 to \$789,948 without compromising the required scope of work, while additional services were proposed in the amount of \$178,100.

Staff recommends awarding a contract to Kennedy/Jenks Consultants for the Design of the Rehabilitation of Anaerobic Digesters # 1 and 2 and additional services related to the design of a FOG receiving station at the Water Pollution Control Plant and SCADA integration services.

FISCAL IMPACT

Project costs are as follows:

| | |
|--------------------------------------|------------------|
| Baseline engineering design services | \$789,948 |
| Additional design services | \$178,100 |
| Design contingency (15%) | <u>\$145,207</u> |
| Total design costs | \$1,113,255 |

Budgeted funds are available in Capital Project 824301 (Rehabilitation of Digesters).

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 an amount not-to-exceed \$968,048, to Kennedy/Jenks Consultants, for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
2. Approve a 15% design contingency in the amount of \$145,207.

Reviewed by:

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

Reviewed by:

Kent Steffens, Director, Department of Public Works

Approved by:

Gary M. Luebbbers
City Manager

Attachments

- A. Draft Consulting Services Agreement

ATTACHMENT A
DRAFT
CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
KENNEDY/JENKS CONSULTANTS FOR DESIGN AND CONSTRUCTION SUPPORT
SERVICES FOR REHABILITATION OF ANAEROBIC DIGESTER NO, 1 AND 2

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KENNEDY/JENKS CONSULTANTS ("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 Rehabilitation of Anaerobic Digester No. 1 and 2; 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 Mike Joyce 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 Nine Hundred Sixty Eight Thousand Forty Eight and NO/100 Dollars (\$968,048.00), which includes Seven Hundred Eighty Nine Thousand Nine Hundred Forty Eight and NO/100 Dollars (\$789,948.00) in baseline services and One Hundred Seventy Eight Thousand One Hundred and NO/100 Dollars (\$178,100.00) in additional design services, 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 2782.8), 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, 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: Nasser Fakh
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: Kennedy/Jenks Consultants
 Attn: Mike Joyce
 2191 E. Bayshore Road, Suite 200
 Palo Alto, CA 94303

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

KENNEDY/JENKS CONSULTANTS ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Kennedy/Jenks Consultants

Engineers & Scientists

2191 East Bayshore Road
Suite 200
Palo Alto, California 94303
650-852-2800
FAX 650-856-8527

14 November 2011

Mr. David Gakle
Principal Buyer
City of Sunnyvale
650 West Olive Avenue
Sunnyvale, CA 94086

Subject: Proposal for Providing Professional Engineering Services
Rehabilitation of Anaerobic Digesters Nos. 1 and 2, and Improvements to No. 3.

Dear Mr. Gakle:

This proposal letter is intended to document the results of our recent negotiations regarding the scope and fee for the subject project. We have structured this letter into two sections; Section I addresses the Baseline Services that were described in the original RFP and addressed in our proposal, dated 1 June 2011, Section II addresses the Optional Services that were discussed during and subsequent to the interview.

SECTION I – Baseline Services for Rehabilitation of Anaerobic Digesters Nos. 1 and 2., and Improvements to No. 3.

Following is a description of the Scope of Work and Proposed Fee for the baseline services as described in the original RFP and as modified slightly by the City during the contract negotiations.

Scope of Work

Following is a description of the Scope of Work as described in the RFP, as it applies to the rehabilitation of Digesters Nos. 1 and 2, unless otherwise noted as work on Digester No. 3.

1. New fixed cover (lid.)
2. New gas collection system, pressure relief valves, sediment and water traps.
3. New sludge heat exchanger.
4. New sludge and hot water recirculation pumps.
5. Relining of the digester drain line.
6. All new piping and valves.
7. New external pump type sludge mixing system and internal piping and nozzles.

8. New hot water temperature control valve for sludge mixing system/heat exchanger.
9. Demolition of existing: digester lid, pumps, compressor, gas collection system, old motor control center, and other piping and valves which are no longer needed.
10. Associated electrical and instrumentation systems including connections to the new Motor Control Center installed on a previous contract.
11. Seismic structural reinforcing of the digester wall and floor connections.
12. Sealing of cracks in digester walls and floor.
13. Structural inspection of digester from exterior during design phase and interior during construction phase, following cleaning
14. Connecting digester SCADA system alarms to the plant alarm system.
15. Coatings for all piping, valves, metallic and other components as recommended by the designer.
16. Painting of all electrical and piping to the Plant's standard color code.
17. Evaluation of existing gas dryer system and repair or replacement as necessary.
18. Other work deemed necessary and appropriate by the designer.
19. Replace existing Gas Flow meter on Digester #3 from 0-60 scfm to 0-100 scfm.
20. Clean Digester #2 and lower the center column sludge mixing tube and remove the sample tubes.
21. Add non-slip surface to Digester #3 cover.
22. Hard pipe a mix pump flushing line for all four digesters.

Scope of Services

Following is a description of the Primary Tasks and Subtasks.

Task 1 – Preliminary Design

The preliminary design phase will include assisting the City with preparation of environmental documentation, structural analysis, and development of design options and recommendations. The objectives of preliminary design will be to make decisions on project elements that will be carried forward into final design and to document the options that were considered. The activities and deliverables for this phase are defined in each task below.

Task 1.1 – Kick-off Meeting

Kennedy/Jenks Consultants will attend a kickoff meeting with City staff at the project site. The purpose of the meeting will be to discuss project goals and priorities and to interview engineering and plant operations staff. Initial field investigation work will follow immediately after the kickoff meeting. Five (5) engineers from Kennedy/Jenks will attend this meeting and conduct the following field investigation. It is anticipated that the kickoff meeting and subsequent

field investigation will be four (4) hours in duration and will require an additional four (4) hours of time for meeting preparation and documentation.

For the kickoff meeting and field investigation we will require access to the plant site and plant operations staff. We will coordinate our field investigation visit with plant staff to minimize impact to plant operations.

Deliverables for Task 1.1

- Kick-off meeting notes

Task 1.2 – Environmental Documentation

This task includes assisting the City staff with preparation and submission of environmental documentation related to the California Environmental Quality Act (CEQA) as it pertains to this project. Since this project will be within the boundaries of the treatment facility and involves rehabilitating existing infrastructure, it is assumed for the purposes of this scope of work, that environmental documentation for this project will require a Categorical Exclusion.

Deliverables for Task 1.2

- Deliverables for Task 1.2 will be included as part of the Design Technical Memorandum (see Task 1.5) and will include:
 - Environmental documentation consisting of a Categorical Exclusion in letter format.

Task 1.3 – Structural Analysis of Existing Structures

A structural evaluation of the digester will be performed. The purpose of the structural evaluation is to evaluate the ability of the digester structure to withstand a design seismic event as defined by local building codes. The adequacy of the existing structure to support a fixed dome roof and reasonable operating gas pressure of the digester will also be evaluated as part of this task. Record drawings that include the structural design aspects of the digester (i.e. dimensions, concrete compressive strength, reinforcing steel size and strength) will be necessary to complete this structural evaluation.

Deliverables for Task 1.3

- Deliverables for Task 1.3 will be included as part of the Design Technical Memorandum (see Task 1.5) and will include:
 - Structural calculations
 - Recommended structural improvements to digester structures

Task 1.4 – Development of Design Options and Recommendations

This task includes development of alternatives related to digester rehabilitation and gas conditioning. It is anticipated that up to two (2) alternatives will be developed for the following items:

- Structural modifications to digesters

- Thermophilic digestion (including Temperature Phased Digestion)
- Digestion process trains potentially suitable for algae digestion
- Digester instrumentation and control
- Gas Conditioning Accommodations for future plant reconstruction (to be identified by the City during Preliminary Design Task)
- Construction sequencing

Deliverables for Task 1.4

- Deliverables for Task 1.4 will be included as part of the Design Technical Memorandum (see Task 1.5) and will include:
 - Brief narrative description of each alternative
 - Schematic drawings of proposed alternatives (if appropriate)
 - Anticipated benefits and potential issues
 - Conceptual level opinion of probable cost of construction (if applicable)
 - Conceptual level opinion of probable operation cost (if applicable)

Task 1.5 - Design Technical Memorandum

The purpose of this task is to develop a Design Technical Memorandum (DTM) to document the work developed in Task 1. The information in the DTM will be used to decide on elements to be included in the final design. The options that were considered for various aspects of digester rehabilitation will also be documented in the DTM.

Based upon our understanding of the project, we have developed the following draft DTM outline.

DTM Outline (DRAFT)

- 1) Design Goals and Objectives
- 2) Environmental Documentation assistance
- 3) Results of Structural Analysis and exterior structural inspection
- 4) Design Options Considered
 - a. Thermophilic Digestion Options
 - b. Potential Algae Digestion Process Train Options
 - c. Instrumentation and Control Options
 - d. Gas Conditioning Options
 - e. Accommodations for Future Plant Reconstruction
 - f. Construction Sequencing Options

- 5) Recommended Design Elements
 - a. Mixing System
 - b. Cover
 - c. Gas Piping
 - d. Safety Measures
 - e. Corrosion Protection Measures
- 6) Recommended Design Criteria
- 7) Recommended Project Opinion of Probable Construction Cost
- 8) Start-up and Commissioning Considerations

DTM Workshop

A DTM workshop will take place prior to development of 30% Design. The purpose of the meeting would be to review project elements and options considered and make a decision on the recommended project elements so there is a clear project definition moving forward. Kennedy/Jenks will organize appropriate graphics to clearly illustrate the options and supporting documentation for the recommendations. Comments will be documented at the review meeting and will be incorporated into the DTM. The revised DTM will be submitted to the City for approval (signoff).

Deliverables for Task 1.5

- Draft DTM
- DTM Review Meeting Notes
- Final DTM

Task 2 – Design Development

This task includes the activities related to the development of documents for public competitive bidding by construction contractors. The proposed submittal milestones described below are based on the Proposal Submittal Instructions (Request for Proposals #F1004-100), as modified during negotiations

Task 2.1 – 30% Submittal

The objective of this task is to prepare a 30% design submittal for Review by the City. It is anticipated that this submittal would include the following:

Drawings:

This task will include preparation of 30% design drawings. See attached proposed sheet list for listing of sheets to be included in the 30% submittal.

Specifications:

This task will include production of a list of technical specifications that will be generated for the project.

Opinion of Probable Cost:

This task includes the preparation of a 30% design level Opinion of Probable Construction Cost.

Design Review Workshop: Up to five Engineers from Kennedy/Jenks Consultants team will attend a Design Review meeting to present and review the 30% design documents. The purpose of this four-hour meeting is to review and validate design parameters and criteria with City staff. Review and agree on the layout of facilities Comments from the meeting will be documented and will be incorporated into the subsequent submittal.

Deliverables for Task 2.1

- 30% Drawings
- 30% Specification List
- 30% Opinion of Probable Cost
- 30% Design Review Meeting Notes

Task 2.2 – 75% Submittal

The objective of this task is to prepare a 75% design submittal for review by the City. Tthis submittal will include the following:

Drawings:

This task will include preparation of 75% design drawings. See attached proposed sheet list for listing of sheets to be included in the 75% submittal.

Specifications:

This task will include production of draft front end specifications and technical specifications. It is assumed that the City of Sunnysvale's front-end specifications (Division 0 – Bidding Requirements, Contract Forms, Contract Conditions, Division 1 – General Requirements) will be used on this project, as reviewed and modified by the design consultant.

Opinion of Probable Cost:

This task includes the preparation of a 75% design level Opinion of Probable Construction Cost. This opinion of probable cost will have line items costs for various project components.

Design Review Workshop:

Up to five engineers from the Kennedy/Jenks Consultants team will attend a Design Review meeting to present and review the 75% design documents. Comments and issues from the 30% Design Workshop will be highlighted and solutions discussed. Comments from the meeting will be documented and will be incorporated into the subsequent submittal.

Deliverables for Task 2.2

- 75% Drawings
- 75% Technical Specifications and Updated Specification List
- 75% Opinion of Probable Cost
- 75% Design Review Meeting Notes

Task 2.3 – 99% Submittal

The objective of this task is to prepare a 99% design submittal for Review by the City. It is anticipated that this submittal will be basically complete and will include the following:

Drawings:

This task will include preparation of 99% design drawings. See attached proposed sheet list for listing of sheets to be included in the 99% submittal.

Specifications:

This task will include editing of front end specifications and technical specifications based on comments received from the previous submittal.

Opinion of Probable Cost:

This task includes the preparation of the Final Opinion of Probable Construction Cost.

Design Calculations:

A Design Calculation Manual will be assembled and submitted as part of the 99% Submittal package. The Design Calculation Manual will include the Structural Check Calculations.

Documentation of Internal QA/QC Checks:

We will provide documentation that quality control reviews have taken place on the project deliverables.

Deliverables for Task 2.3

- 99% Drawings
 - Including AutoCAD and pdf format
- 99% Specifications

- Including pdf format
- Final Opinion of Probable Cost
 - Including pdf format
- Quality Control Review letter to City
- Design Calculation Manual
- 75% Design Review Meeting Notes
- Submittal List
- Quantity takeoffs.

Task 3 – Bid Package Preparation

Task 3.1 – Peer Review

Peer review will be provided by a licensed professional within Kennedy/Jenks who is qualified to review plans and specifications for an anaerobic digester rehabilitation project but was not the lead designer for the Sunnyvale Digester Rehabilitation Project. The peer review shall address overall constructability, cohesiveness, and reasonable reduction in errors and omissions. The professional shall sign, date, and stamp the “Certification of Peer Review” language on company letterhead.

The 99% Plans and Specification shall be modified to address the Peer Review comments, as approved by the City. The peer review professional shall sign, date and stamp the Certification of Peer Review on letterhead and include with the final plans and specifications.

Task 3.2 – Coordination with 3rd Party Commissioning Agent

This task includes coordination with third party commissioning agent to develop language for the contract specifications that define the contractor's obligation during construction with respect to commissioning activities.

It is anticipated that the third party commissioning agent is under a separate contract with the City. It is also anticipated that the City will provide contact information for the third party commissioning agent.

Deliverables for Task 3.2

- Modifications to specifications based on input from third party commissioning agent

Task 3.3 – Bid Document Preparation

After the peer review comments have been reviewed and approved by the City, the comments will be incorporated into the bid documents. In addition to responding to the peer review comments, substantial completion, beneficial occupancy, project completion, and conditions for release of project retention will also be defined in the project specifications.

Deliverables for Task 3.3

- Bid Documents stamped and signed by the Engineer of Record. The City will also sign the drawings (Assistant Director of Public Works/ City Engineer)

Task 4 – Bid Support Services

This task includes services to be provided during the bid period of the project. It is anticipated that the City will distribute bid documents and maintain the planholder list during the bidding period. It is also anticipated that correspondence to and from the prospective bidders will be routed through the City.

Task 4.1 – Pre-Bid Conference

Kennedy/Jenks Consultants will attend the Pre-Bid Conference. It is anticipated that the City will setup the meeting with the prospective bidders. Two (2) engineers from Kennedy/Jenks Consultants will attend this meeting. It is assumed this meeting will take place at the wastewater treatment plant. It is estimated that the meeting will be two (2) hours long and that two (2) hours will be required for meeting preparation, and meeting documentation.

Deliverables for Task 4.1

- Attend Pre-Bid Conference

Task 4.2 – Bid Period Support

This task includes preparation of written responses to inquiries received during the bidding period. Inquiries from prospective bidders will be received by the City and then distributed to Kennedy/Jenks Consultants. Kennedy/Jenks will prepare a written response to the inquiry if necessary and will provide the response to the City. If necessary, we will prepare a written response in the form of addenda (see Task 4.3).

It is assumed that 24 hours of engineering effort will be required for this task. It is assumed that 20 hours will be required for administrative tasks associated with bid period support and coordination.

Deliverables for Task 4.2

- Written response(s) to applicable inquiries during the bid period.

Task 4.3 – Addenda

This task includes preparation of two (2) Addendums (if necessary). Estimated effort is 30 hours per addendum. Addendums will be provided to the City for distribution to prospective bidders.

Deliverables for Task 4.3

- Addenda

Task 5 – Construction Support Services

During the construction phase, we will provide construction support services as indicated in the following tasks. It is our understanding that on-site construction inspection services will be the responsibility of the City.

Task 5.1 – Pre-Construction Meeting

Kennedy/Jenks Consultants will attend the mandatory Pre-Construction meeting. It is anticipated that the City will setup and lead the meeting with the contractor. Two (2) engineers from Kennedy/Jenks Consultants will attend this meeting. It is assumed this meeting will take place at the wastewater treatment plant. It is estimated that the meeting will be two (2) hours long and that two (2) hours will be required for meeting preparation, and meeting documentation.

Deliverables for Task 5.1

- Record of notes from design team for inclusion in City-prepared meeting notes

Task 5.2 – Construction Coordination Meetings

When requested by the City, Kennedy/Jenks Consultants will attend up to six (6) construction meetings at the wastewater treatment plant. It is anticipated that four (4) hours will be needed for each meeting for attendance and follow up. It is anticipated that the City's construction manager will prepare the meeting agenda, and notes.

Deliverables for Task 5.2

- Comments to City's construction manager for preparation of meeting notes

Task 5.3 – Periodic Field Reviews

This task includes up to 12 field visits during construction (6 visits for Digester No.1 and 6 visits for Digester No.2). We will observe construction activity and note potential issues that we see during our site visits. These field visit notes will be sent to the City.

Deliverables for Task 5.3

- Field visit notes

Task 5.4 - Submittal Review

We will review shop drawings, product data, and samples for conformance with the design concepts and general compliance with the Contract Documents. Unless specifically requested by City with appropriate indemnification assurances, we do not review for quantities, dimensions, weights and gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the construction contractor.

We are not required to review a submittal if it is incomplete. It is anticipated that Kennedy/Jenks Consultants standard template for Shop Drawing Review Letters will be used. Up to 90 reviews are budgeted for this task. A review can include either a submittal or a re-submittal. Effort is budgeted at 5 hours per submittal and re-submittal.

Deliverables for Task 5.4

- Shop Drawing Review letters

Task 5.5 - Response to Requests for Information (RFIs)

RFIs submitted by the Contractor will be reviewed and if necessary guidance will be provided to the Contractor via the City on the interpretation of the Contract Documents. It is anticipated that responses to RFIs will be provided on the City's standard response form. A maximum of 80 RFIs are budgeted for review and response. Effort is budgeted at 4 hours per RFI.

Deliverables for Task 5.5

- Responses to RFIs

Task 5.6 – Operation and Maintenance (O&M) Manuals

This task includes development of operation and maintenance manuals for the digesters system, sludge heating equipment, gas conditioning equipment, and other appurtenances provided under this project. The estimated effort and fee for this task is based on City's desire to have a printed manual with electronic files that can be edited in the future.

As an alternative, we would suggest that the City take this opportunity to consider the use of on-line O&M manuals to address the digestion system, as a whole. Many agencies are switching to an on-line manual format because it is easier to use and reference, can be used as an effective training tool, and it is much easier to maintain and keep up-to-date. We have implemented this type of manual for many of our clients who have wastewater treatment plants and they are very pleased with the conversion. If the City does decide to pursue on-line O&M manuals we will discuss what the most economical and efficient way to start this process under this project.

Deliverables for Task 5.6

- Printed O&M manual sections
- Electronic copy of O&M manual sections (MS Word)

Task 5.7 – Contract Change Order Assistance

We will prepare change orders to modify the contract as requested by the City. A maximum of two (2) change orders are budgeted for review and preparation. It is anticipated that the City's standard change order form shall be used for the summary sheet. Effort is budgeted at 30 hours per change order preparation.

Deliverables for Task 5.7

- Change Order Forms

Task 5.8 – Participation with Third Party Commissioning Agent

This task includes providing assistance to the third-party Commissioning Agent (Agent) during the commissioning phase of the project. It is anticipated that the City will have a separate contract with the Agent and that the Agent will be the party that is coordinating the Commissioning activities.

It is anticipated that this assistance will include observation of improvements to document and confirm intended performance. It is anticipated that three (3) site visits will be needed during the commissioning period. Two (2) engineers from Kennedy/Jenks Consultants will attend the each site visit. It is assumed that each site visit will have a duration of four (4) hours and that 30 hours will be required for coordination and follow up.

Deliverables for Task 5.8

- Site visit notes

Task 5.9 - Record Drawings

We will review the Contractor's hand-written markups provided by the City's construction manager and prepare Record Drawings for the construction associated with this project. It is assumed that there will be approximately 67 sheets of drawings that will require approximately 3 hours per sheet to edit.

Deliverables for Task 5.9

- Record Drawings

The following items are not included in this task:

- Continuous onsite construction oversight services.
- Management of change order requests.
- Contractor management, including processing pay requests.
- Staff training

Task 6 – Project Management

Task 6.1 – Project Management

This task involves project setup in Kennedy/Jenks' internal accounting system and preparing internal documentation necessary to convey the requirements of the project design to the project design team. The task also includes budget tracking, invoicing, and internal team communications. Each invoice will be accompanied by a listing of the project tasks along with

an estimate of progress on each. It is anticipated that each project phase will have the following approximate durations:

| Project Phase: | Estimated Duration: |
|--------------------------|---------------------|
| Preliminary Design: | 4 months |
| Design Development: | 9 months |
| Bid Package Preparation: | 1 month |
| Bid Period: | 3 months |
| Construction: | 18 months |

Deliverables for Task 6.1

- Monthly invoices

Task 6.2 – Monthly Progress Reports

Monthly progress reports will be developed and submitted to the District Project Manager. The reports will have a brief summary of work completed for the past month and anticipated work in the upcoming month.

Deliverables for Task 6.2

- Monthly Progress Reports

Task 6.3 – Quality Assurance / Quality Control

Deliverables will undergo an internal review process prior to submission to the District. A senior engineer will perform the review. The technical content, basis for recommendations, and clarity of the deliverable will be reviewed.

We will also conduct an internal Concept and Criteria Review (C&CR) to discuss the project objectives, key issues, and approach. The C&CR is an internal process for reviewing developed concepts, criteria, and procedures. At a C&CR, valuable senior engineering staff feedback is obtained by carefully reviewing key issues and potential project solutions.

Deliverables for Task 6.3

- Documentation of quality control activities will be submitted as part of 99% Submittal package.

Budget

Services for this project will be provided on a cost-reimbursable basis in accordance with the Rate Schedule, dated 1 June 2011, which is attached. Following is a list of the tasks described above along with a budget estimate for each. The total proposed budget for these Baseline

Services for Rehabilitation of Digesters Nos. 1 and 2 is \$779,948, which will not be exceeded without prior authorization.

| | | Budget |
|----------------------------------------|------------------------------------------------------|------------------|
| Task 1.1 | Kickoff Meeting | \$7,163 |
| Task 1.2 | Environmental Documentation | \$1,200 |
| Task 1.3 | Structural Analysis of Existing Structure | \$19,025 |
| Task 1.4 | Dev. of Design Options & Recommendations | \$19,185 |
| Task 1.5 | Design Technical Memorandum | \$17,460 |
| Task 2.1 | 30% Submittal | \$82,963 |
| Task 2.2 | 75% Submittal | \$182,628 |
| Task 2.3 | 99% Submittal | \$40,905 |
| Task 3.1 | Peer Review | \$11,000 |
| Task 3.2 | Coordinate with 3 rd Party Comm. Agent | \$1,500 |
| Task 3.3 | Bid Document Preparation | \$24,180 |
| Task 4.1 | Pre-Bid Conference | \$1,230 |
| Task 4.2 | Bid Period Support | \$5,140 |
| Task 4.3 | Addenda | \$10,565 |
| Task 5.1 | Pre-Construction Meeting | \$1,230 |
| Task 5.2 | Construction Coordination Meetings | \$4,500 |
| Task 5.3 | Periodic Field Reviews | \$9,470 |
| Task 5.4 | Submittal Review | \$83,860 |
| Task 5.5 | Response to Requests for Information (RFI) | \$54,780 |
| Task 5.6 | Operation and Maintenance (O&M) Manuals | \$46,300 |
| Task 5.7 | Contract Change Order Assistance | \$8,780 |
| Task 5.8 | Participation with 3 rd Party Comm. Agent | \$29,190 |
| Task 5.9 | Record Drawings | \$20,458 |
| Task 5.10 | SCADA Integration | \$0 |
| Task 6.1 | Project Management | \$32,800 |
| Task 6.2 | Monthly Progress Reports | \$15,050 |
| Task 6.3 | QA/QC | <u>\$55,320</u> |
| Total Fee for Baseline Services | | \$789,948 |

SECTION II – Additional Scope and Services.

During the interview for this project, Kennedy/Jenks was requested to submit a proposal for some specific additional services. In general, these optional services relate to optimizing the use of the digesters to maximize the potential for increased biogas production. Additionally, this optional scope will provide for beneficial use of two problematic pollutant streams in the Sunnyvale community.

Task A – FOG

Task A.1 – Market assessment

We will conduct a FOG market assessment for both the local and regional potential considering population and businesses and discussions with FOG haulers. The market assessment will include an estimate of the volatile solids that might be available for delivery to the WPCP.

Task A.2 – FOG receiving station - Predesign

We will prepare a Design Technical Memorandum of the FOG receiving station, including a site location and layout of receiving and storage facilities. We will interact with the City through the course of the pre-design through progress meetings and a pre-design workshop.

Task A.3 – FOG receiving station - Final Design

We will prepare 30%, 75%, 99% Design submittals for review and Bid documents for a FOG receiving station. It is intended that these design documents will be included as part of the overall design package prepared for rehabilitation of the digesters. However, the plan sheets for the FOG receiving station are not included in the attached sheet list.

Task B – Food Waste/High Strength Waste Streams

Task B.1 – Market assessment

We will conduct a food waste market assessment for both the local and regional potential considering businesses, institutions and discussions with the City's solid waste department. We will also survey for high strength waste streams that may be available, possibly significantly outside the City limits. The market assessment will include an estimate of the volatile solids that might be available for delivery to the WPCP. The actual development of these potential waste streams and negotiation for delivery contracts is not included.

Task B.2 – FOG/Food waste receiving station - Predesign

We will prepare a Design Technical Memorandum of the combined FOG/food waste receiving station, including a site location and layout of receiving and storage facilities. The City will provide input on the pre-design periodically throughout the pre-design process and in a pre-design workshop.

Task B.3 – FOG/Food waste receiving station - Final Design

We will prepare 30%, 75%, 99%, Design submittal and Bid documents for a combined FOG/food waste receiving station to be included in the overall package of design documents being prepared for the rehabilitation of the digesters. The drawings for the combined FOG/Food waste receiving station are not included in the attached sheet list.

Task C – Bidding and Construction Support Services for FOG/food waste receiving station

For the FOG/Food Waste Receiving station, Kennedy/Jenks will provide the additional Bid Support and Construction Support Services as described above in Tasks 4.1-4.3 and 5.1 – 5.9.

Task D – SCADA and SCADA Integration

Following are descriptions of the SCADA integration services that our team offers as an optional service for this project.

Factory Acceptance Testing This task consists of participating in the Factory Acceptance Test (FAT) for the specific purpose of providing Control Systems Integration support. This support consists of PLC, HMI, and SCADA programming support. It is expected that the electrical I/O checkout will be completed by the contractor prior to Consultant arrival at the FAT location. This task consists of three (3) days of FAT Programming Support and Demonstration for the rehabilitation of each Digester (therefore a total of six (6) days for both Digesters). It is expected that the FAT will be performed at the Electrical Contractor's facility in California.

Control System Programming

- PLC Programming will be documented. All addresses will have documentation and nomenclature specific to this specific project. Where necessary, additional rung comments and address symbols deemed will be added.
- HMI Programming
 - o HMI Programming for the local Operator Interface Panel located on the PLC Control Panel
 - o SCADA (Intellution FIX32 or iFIX) Programming

On-site Testing and Commissioning

This task consists of five (5) days of Programming Support for the rehabilitation of each Digester (therefore a total of ten (10) days for both Digesters). This task will be performed entirely at the Sunnyvale WPCP. Additionally, this task assumes that the five (5) days will be consecutive days. This task does not include the cost associated with multiple site visits to perform the Startup and Testing services. It is expected that the system will be mechanically and electrically ready for program installation and testing prior to *Consultant* arrival on-site at the Sunnyvale WPCP.

Budget

Services for this project will be provided on a cost-reimbursable basis in accordance with the Rate Schedule, dated 1 June 2011, which is attached. Following is a list of the Optional tasks described above along with a budget estimate for each. The total proposed budget for these Additional Services for design of a FOG/Food Waste Receiving Station and SCADA work is \$178,100, which will not be exceeded without prior authorization.

Additional Services as Required

| | |
|--------------------------------------------------------------|-----------------|
| Task A – FOG Receiving Station | \$57,065 |
| Task B – Food Waste/Receiving Facilities | \$35,395 |
| Task C – Bid and Construction Support Services/Fog Rec. Sta. | \$32,240 |
| Task D – SCADA and SCADA Integration | <u>\$53,400</u> |
| Total | \$178,100 |

Proposed Schedule

Following is a list of key project milestones based on the schedule submitted with our original proposal and assuming a Notice-to-Proceed from the City on 18 November 2011.

| | |
|----------------------|------------|
| Submit Draft DTM | 2/29/2012 |
| 30% Design Submittal | 5/31/2012 |
| 75% Design Submittal | 8/28/2012 |
| 99% Design Submittal | 12/20/2012 |

We look forward to working with the City on this project. Our firm shares your staff's view that effective and efficient anaerobic digestion facilities are the cornerstone for a future of sustainable wastewater treatment in the City of Sunnyvale.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Mike Joyce, P.E.
Principal

Enclosures

Exhibit A-1

Project Schedule

Proposed Schedule

Following is a list of key project milestones based on the schedule submitted with our original proposal and assuming a Notice-to-Proceed from the City on 29 November 2011.

| | |
|----------------------|------------|
| Submit Draft DTM | 3/10/2012 |
| 30% Design Submittal | 6/10/2012 |
| 75% Design Submittal | 9/8/2012 |
| 99% Design Submittal | 12/31/2012 |

Exhibit B

Compensation Schedule

Services for this project will be provided on a cost-reimbursable basis in accordance with the Rate Schedule, dated 1 June 2011, which is attached. Following is a list of the tasks described above along with a budget estimate for each. The total proposed budget for these Baseline Services for Rehabilitation of Digesters Nos. 1 and 2 is \$779,948, which will not be exceeded without prior authorization.

| <u>Baseline Service</u> | <u>Budget</u> |
|---------------------------------------------------------------|------------------|
| Task 1.1 Kickoff Meeting | \$7,163 |
| Task 1.2 Environmental Documentation | \$1,200 |
| Task 1.3 Structural Analysis of Existing Structure | \$19,025 |
| Task 1.4 Dev. of Design Options & Recommendations | \$19,185 |
| Task 1.5 Design Technical Memorandum | \$17,460 |
| Task 2.1 30% Submittal | \$82,963 |
| Task 2.2 75% Submittal | \$182,628 |
| Task 2.3 99% Submittal | \$40,905 |
| Task 3.1 Peer Review | \$11,000 |
| Task 3.2 Coordinate with 3 rd Party Comm. Agent | \$1,500 |
| Task 3.3 Bid Document Preparation | \$24,180 |
| Task 4.1 Pre-Bid Conference | \$1,230 |
| Task 4.2 Bid Period Support | \$5,140 |
| Task 4.3 Addenda | \$10,565 |
| Task 5.1 Pre-Construction Meeting | \$1,230 |
| Task 5.2 Construction Coordination Meetings | \$4,500 |
| Task 5.3 Periodic Field Reviews | \$9,470 |
| Task 5.4 Submittal Review | \$83,860 |
| Task 5.5 Response to Requests for Information (RFI) | \$54,780 |
| Task 5.6 Operation and Maintenance (O&M) Manuals | \$46,300 |
| Task 5.7 Contract Change Order Assistance | \$8,780 |
| Task 5.8 Participation with 3 rd Party Comm. Agent | \$29,190 |
| Task 5.9 Record Drawings | \$20,458 |
| Task 5.10 SCADA Integration | \$0 |
| Task 6.1 Project Management | \$32,800 |
| Task 6.2 Monthly Progress Reports | \$15,050 |
| Task 6.3 QA/QC | \$55,320 |
| Total Fee for Baseline Services | \$789,948 |

| <u>Additional Services</u> | <u>Budget</u> |
|--------------------------------------------------------------|------------------|
| Task A – FOG Receiving Station | \$57,065 |
| Task B – Food Waste/Receiving Facilities | \$35,395 |
| Task C – Bid and Construction Support Services/Fog Rec. Sta. | \$32,240 |
| Task D – SCADA and SCADA Integration | \$53,400 |
| Total Fee for Additional Services | \$178,100 |

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.