

**Council Meeting: April 3, 2012****SUBJECT: Award of Contract for Engineering Design and Construction Support Services for Sewer Line Replacement 2012-13 (F1112-38)****BACKGROUND**

Approval is requested to award an engineering design and construction support contract in the amount of \$362,729 to West Yost Associates of Pleasanton for the Sewer Line Replacement FY 2012/13 Project (Public Works Project No. UY-12/04-13). Approval is also requested for a 10% design contingency in the amount of \$36,273.

DISCUSSION

Capital Project 825331 (Replacement/Rehabilitation of Sewer Pipes) provides for the design and related flushing, televising, and replacement/rehabilitation of sewer pipes City-wide. The City has over 280 miles of sewer lines, from 6 inches to 48 inches in diameter, valued at over \$200 million. Many of the lines are over 50 years old. Pipe failures have been occurring, and deficiencies have been noted at several locations. This project uses video inspection of sewer mains to determine which lines are in need of replacement or rehabilitation. Alternative technologies are also investigated to apply the best solution for each location, including open-trench replacement and "trenchless" technologies, including pipe bursting/replacement or pipe-lining. The scope of the FY 2012/13 project will be to replace approximately 13,235 linear feet of mostly 6 and 8-inch lines in multiple locations throughout the City, as shown in Attachment B.

Request for Proposals No. F1112-38 for the project design and related services was prepared and posted in January 2012 on the Onvia Demandstar public procurement network. Thirty six (36) firms requested RFP documents. Sealed proposals were publicly received on February 8, 2012. Thirteen responsive proposals were received as follows:

Bellecci & Associates, Inc., of Pleasanton	\$231,014
BKF Engineers, of Redwood City	\$240,538 (Base proposal)
Hatch Mott MacDonald, of San Jose	\$261,749 (Base proposal)
West Yost Associates, of Davis	\$299,751 (Base proposal)
WRECO Engineers, of Walnut Creek	\$312,426 (Base proposal)
Lee & Ro, Inc., of Walnut Creek	\$319,597
Schaaf & Wheeler Engineers, of Santa Clara	\$328,650

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Infrastructure Engineering Corp, of Menlo Park	\$390,575 (Base proposal)
HydroScience Engineers, Inc. of San Jose	\$414,574 (Base proposal)
Wilsey Ham Engineers, of San Mateo	\$417,231
Sandis Civil Engineers, of Sunnyvale	\$428,680 (Base proposal)
Ruggeri Jensen Azar Associates, of Gilroy	\$452,834 (Base proposal)
Carollo Engineers, of Walnut Creek	\$481,800 (Base proposal)

As noted, many firms submitted a base proposal, per the Request for Proposal work scope, and added additional services such as potholing, additional survey work or HazMat testing of soil samples, etc. as they deemed appropriate for the successful completion of the project.

A City evaluation team, consisting of Public Works and Environmental Services Division (ESD) staff evaluated and ranked the proposals on qualifications, experience, quality, project understanding and price. The four highest ranking proposers, Hatch Mott MacDonald, Carollo Engineers, HydroScience Engineers, and West Yost Associates were invited for interviews with the evaluation team.

As a result of the interview process, West Yost Associates was unanimously selected as the highest ranked proposer. Subsequent negotiations with West Yost Associates reduced the base proposal fees from \$299,751 to \$267,762. In addition to base proposal services, the City requested pricing on "as needed" tasks, additional services that may well be required based on conditions discovered in the field. These services in the amount of \$94,967 would only be used if field conditions required, and only with written approval of City staff.

Staff recommends awarding a contract to West Yost Associates for engineering design and construction support services, including base proposal and as needed services for the Sewer Line Replacement FY 2012/13 project.

FISCAL IMPACT

The City's waste water utility is aging and has many infrastructure renovation needs both in the short term and over a longer period. To address the immediate infrastructure needs in the waste water utility, the City issued Waste Water Revenue Bonds in 2010 that provided approximately \$22.5 million in funding. In order to meet the highest priority infrastructure renovation needs in the most efficient manner and ensure the timely expenditure of bond proceeds, the Environmental Services Department is reprioritizing its projects to accelerate the simple, straightforward, and needed projects. Sewer pipeline replacements fall into this category.

Project costs for this contract are as follows:

Project design (including bidding and construction support)	\$362,729
Design contingency (10%)	<u>\$36,273</u>
Total cost	\$399,002

Capital Project 825331 (Replacement/Rehabilitation of Sewer Pipes) has a balance of approximately \$500,000 in the current fiscal year, which is sufficient to complete project design. The estimate for the construction cost is approximately \$2.2 million. The FY 2011/2012 Adopted Budget includes an additional \$714,000 annually for sewer line replacements, for a total of approximately \$17 million over 20 years (after costs are adjusted for inflation). The acceleration of the funding for sewer line replacement will require bringing forward approximately \$1.5 million into FY 2012/2013 from the following two fiscal years. As the replacement of sewer pipes is funded by proceeds from the 2010 bonds, there is no rate impact from the acceleration of these replacements.

The full reprioritization of projects will be included in the FY 2012/2013 Budget and waste water rates. As this is a shifting of priorities and corresponding funding (i.e. bringing some budgets forward while deferring others) there is no immediate impact on rates and no anticipated long term impact on the City's current rate projections.

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, insubstantially the same form as the attached draft and in the amount of \$362,729 to West Yost Associates 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 10% design contingency in the amount of \$36,273.

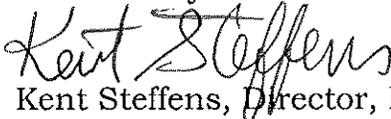
Reviewed by:



Grace K. Leung, Director of Finance

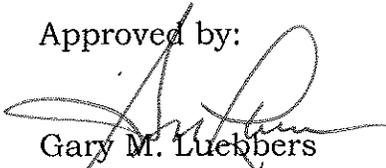
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:



Kent Steffens, Director, Department of Public Works

Approved by:



Gary M. Luebbers
City Manager

Attachments

- A. Draft Consultant Services Agreement
- B. Sewer Line Replacement Locations

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
WEST YOST ASSOCIATES FOR DESIGN AND CONSTRUCTION SUPPORT
SERVICES FOR SEWER LINE REPLACEMENT 2012-13**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and WEST YOST ASSOCIATES ("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 Sewer Line Replacement 2012-13 (Public Works Project No. UY-12/04-13); 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 Nancy McWilliams, PE 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 Three Hundred Sixty Two thousand Seven Hundred Twenty Nine and No/100 Dollars (\$362,729.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), 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: Mark Rogge, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: WEST YOST ASSOCIATES
Attn: Nancy McWilliams, PE
2020 Research Park Drive, Suite 100
Davis, CA 95618

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

WEST YOST ASSOCIATES
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

EXHIBIT "C" INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Scope of Services

Task 1. Project Management and Coordination

West Yost's project manager, Nancy McWilliams, will lead the project team, serve as the primary interface with City staff and stakeholders, and will be the primary point of contact for permitting. This task includes preparation of a project work plan and schedule, monitoring budget and progress, and facilitating project meetings.

Task 2. Surveying

West Yost's subconsultant, Milani Associates, will provide surveying for the project. The survey control will be based on existing City of Sunnyvale benchmarks. Rim and invert elevations will be collected and recorded on individual DIP sheets for all sewer manholes and storm drain structures on alignments that are currently planned for pipe bursting. Additional surface features will be collected where open cut construction is proposed. The surveyor will provide color photographs of the interior of each manhole so that deficient manholes can be identified and inspected to determine if rehabilitation is warranted. Should additional pipe segments require replacement using open cut construction in lieu of pipe bursting, additional topographic survey information will be completed under Optional Task A.

Task 3. Geotechnical Evaluation

West Yost's subconsultant, Jacobs Associates, will provide a geotechnical evaluation of the pipeline alignments. Field work will include 24 project borings (16 native soil, and 8 backfill), laboratory testing to define the soil profile, and characterize the behavior of trench zone soils, and a report with recommendations for open cut construction and evaluation of potential pipe bursting effects on nearby utilities and surface improvements. "Native soil" borings will be drilled to a minimum of 5 feet below the invert of the existing/replacement sewer main; to a maximum depth of 20 feet (this scope and budget assumes that the inverts of the existing sewer mains are less than 15 feet deep). "Backfill" test borings will be drilled no deeper than 2 feet above the existing sewer invert at the test boring location. For those segments where removal and replacement by open cut construction is required, the borings may be reduced to include native material samples only.

Task 4. Hazardous Materials Assessment

West Yost's subconsultant will provide an assessment of hazardous materials along the project alignment including the following items of work:

- Review the regulatory databases within 200-foot radius of the sewer line segments,
- Conduct field evaluations including collecting eight (8) soil and three (3) grab groundwater samples which will be tested for TPHD and TPHMO by EPA 8015; TPHG, BTEX, MTBE and other VOCs by EPA 8260; CAM 17 Metals; OC Pesticides and PCBs by GC-ECD by EPA 8081A/8082
- Research and present proper disposal options for tested samples
- Prepare letter report summarizing the results of data review, field investigations and disposal options.

Task 5. Cleaning and CCTV

The City has completed CCTV inspection of all project pipelines that are planned for replacement via pipe bursting. West Yost will review the existing CCTV data provided by the City. If the completed CCTV data is not sufficient to determine the viability of pipe bursting, West Yost's subconsultant, L. R. Paulsell, will provide cleaning and CCTV inspection of the necessary sewer mains using state of the art equipment. All CCTV will be performed according to NASSCO PACP guidelines. The base budget will allow for approximately cleaning and CCTV of approximately 4,000 linear feet of 6 to 8-inch diameter mains or 40 sewer laterals. See Optional Task B for additional sewer main and/or lateral cleaning and CCTV services.

Task 6. CCTV Consulting

West Yost will provide one day of CCTV consulting, including providing review of the City's CCTV data collection as relevant to pipeline design needs, as requested by the City.

Task 7. Manhole Inspections

West Yost will review the manhole survey data, DIP sheets, and photographs of existing manhole structures. Manholes where deficiencies are noted will be inspected in the field to determine what rehabilitation is necessary. Inspections will be above-ground and will not require confined space entry. This scope includes one full day of traffic control.

Task 8. Preliminary Design Concept Review

West Yost will complete the design to approximately thirty percent completion (30%) and meet with the City staff to discuss project issues and constraints, and provide the necessary recommendations for proceeding with detailed design. The meeting will confirm a design concept that balances the project's technical, permitting, community impact, cost, and schedule concerns. Necessary manhole rehabilitation and/or replacements will be identified as part of this effort. West Yost will complete the following subtasks in preparation for the preliminary design review:

Review existing reports, facility drawings, utility information, maps, CCTV records, and design standards and specifications provided by the City.

Obtain and review utility information.

Review survey, geotechnical and additional CCTV data collected as a part of this project.

Prepare documentation for environmental clearance through a Categorical Exemption.

Develop preliminary project drawings with detailed surface, overhead, and underground utilities and features (for open cut construction), general surface features with detailed manhole rim and invert information (for pipe burst construction) and along the pipeline alignments. The drawings will also identify manholes requiring rehabilitation.

Develop a conceptual construction schedule, and a preliminary engineer's estimate of construction cost.

Task 9. Design Plans, Specifications, and Cost Estimates

West Yost will determine permit requirements and coordinate with project stakeholders as needed to finalize construction requirements in the contract documents. In addition to coordination with the City, depending on the project location, coordination will be required with PG&E, Comcast Cable, AT&T, Santa Clara Valley Transportation Authority (VTA), U.S. Postal Service, and other underground utilities. West Yost will evaluate special requirements for maintaining vehicular and pedestrian traffic flow, will document the locations of existing traffic signal electrical wiring, will complete needed survey and geotechnical activities, and produce detailed and accurate plans and specifications for construction. To locate critical facilities, West Yost will meet with City to discuss comments at the 60% and 99% design stages, will develop construction cost estimates at the 60% milestone, and will deliver signed and sealed bid package construction plans and specifications, including coordination with the City's front ends, and an accompanying engineer's estimate list of required submittals and digital copies of all work products. See Optional Task C for additional bid package. The submittals will be accompanied by responses to comments from the City on prior submittals.

Each submittal will include five hard copies and one digital copy (PDF) of plans (full size) and specifications.

In conjunction with the final design documents, West Yost will provide a Certification of Peer Review and final list of submittals.

City to provide reproduction and distribution services.

Task 10. Bidding Service

West Yost will respond to questions by issuing contract addenda, and prepare conformed documents that reflect changes to the bid documents as described in the addenda.

Task 11. Construction Period Services

West Yost will provide engineering services during construction, including reviewing submittals, responding to Requests for Information (RFI), Requests for Clarification (RFC), attending the pre-construction meeting and one follow-up construction meeting, assisting with change order preparation, and preparing record drawings upon completion of construction. This task includes 60 hours of staff time to assist with evaluating laterals (that are inspected by the Contractor) for replacement. This task does not include daily inspection, contract administration, or construction management during the construction phase.

As Needed Tasks

The following optional tasks will be provided on an as-needed basis, and only with written consent from City staff.

Task A. – Additional Survey

West Yost's subconsultant, Milani & Associates, will provide additional topographic survey of all surface features, back of curb to back of curb for project segments that are originally scoped for pipe-bursting but, as a result of CCTV inspection, are determined to require open cut replacement.

Task B. Additional Cleaning and CCTV

West Yost's subconsultant L.R. Paulsell will clean and CCTV additional mains and laterals as required to complete the project design. Sewer mains will be cleaned and CCTVed at a cost per linear foot and laterals will be cleaned and CCTVed at a cost per each lateral.

Task C. Bid Package

West Yost will provide a second bid package if the City decides that one is necessary to bid the project in two parts during the 99% design level. We recommend that the City consider this option early in the design process to streamline and accelerate the project schedule. The bid package will include coordination of plans and specifications with the City's bid instructions, bid schedule, standard provisions, and revised special provisions; signed and stamped plans and technical specifications; list of all required submittals; and digital copies of all work products. Additional services during construction will be negotiated at a later date if package is split into two or more construction projects.

In conjunction with the second bid package, West Yost will provide an additional Certification of Peer Review

and final list of submittals.

City to provide reproduction and distribution services.

Task D. Traffic Control

West Yost's subconsultant will provide up to two additional days of traffic control if required for manhole inspections and/or survey crew protection.

EXHIBIT A1

City of Sunnyvale Sewer Line Replacement 2012-13 Anticipated Schedule

Task Name	Duration	Start	Finish	2013
				Mar
				Apr
				May
				Jun
				Jul
				Aug
				Sep
				Oct
				Nov
				Dec
				Jan
				Feb
				Mar
				Apr
				May
				Jun
				Jul
Notice to Proceed	0 days	Sun 4/15/12	Sun 4/15/12	
Project Management	170 days	Sun 4/15/12	Fri 12/7/12	
Management	170 days	Mon 4/16/12	Fri 12/7/12	
Kickoff Meeting	0 days	Sun 4/15/12	Sun 4/15/12	
Surveying	3 wks	Mon 4/16/12	Fri 5/4/12	
Geotechnical Evaluation	8 wks	Mon 4/30/12	Fri 6/22/12	
Clean and CCTV	2 mons	Mon 4/30/12	Fri 6/22/12	
Manhole Inspections	1 wk	Mon 5/14/12	Fri 5/18/12	
Preliminary Design	30 days	Mon 5/28/12	Fri 7/6/12	
30% Design	6 wks	Mon 5/28/12	Fri 7/6/12	
City Review Meeting	0 days	Fri 7/6/12	Fri 7/6/12	
Design	65 days	Mon 7/9/12	Fri 10/5/12	
60% Submittal	5 wks	Mon 7/9/12	Fri 8/10/12	
City Review	2 wks	Mon 8/13/12	Fri 8/24/12	
99% Submittal	4 wks	Mon 8/27/12	Fri 9/21/12	
City Review	2 wks	Mon 9/24/12	Fri 10/5/12	
Bid Package	1 wk	Mon 10/8/12	Fri 10/12/12	
Bidding Services	4 wks	Mon 10/15/12	Fri 11/9/12	
Construction Period Services	141 days	Fri 11/23/12	Mon 6/10/13	
Notice to Proceed	0 days	Fri 11/23/12	Fri 11/23/12	
Submittals	4 wks	Mon 11/26/12	Fri 12/21/12	
Construction	5.8 mons	Mon 12/24/12	Mon 6/3/13	
Clean up and Closeout	1 wk	Tue 6/4/13	Mon 6/10/13	
2010 Water Revenue Bond Completion Deadline	0 days	Sat 6/15/13	Sat 6/15/13	

Project: Schedule Proposal
Date: Tue 3/20/12

	Task		Milestone		External Tasks
	Split		Summary		External Milestone
	Progress		Project Summary		Deadline

EXHIBIT B

Number	Description	Labor										Subconsultants (Including 10% Markup)					Drafting Fee per hour	Other Direct Costs	Total
		Vice Principal in Charge Vivian Housen \$212	Vice President Technical Oversight John Goodwin \$212	Engineering Manager Nancy McWilliams \$202	Associate Engineer Thea Durbin \$148	Associate Engineer Dustin LaVallee \$148	Senior CADD Anthony Nichols \$95	Admin	Total Hours	Total Labor Costs	Survey Milani Associates	Geotechnical Engineering Jacob's Associate	Cleaning and CCTV L.R. Paulsell	Exaro Potboling	Traffic Control	Bonkowski & Associates			
1	Project Management	12	8	16	\$148	\$148	8	44	\$8,232								\$612	\$9,844	
2	Surveying			4			12	16	\$2,584	\$28,300							\$29	\$31,113	
3	Geotechnical Evaluation			2				2	\$404		\$46,090						\$20	\$46,514	
4	Hazardous Materials Assessment			2				2							\$ 18,370		\$ 20	\$ 18,590	
5	Clean and CCTV Mains and Laterals as Required			2				2	\$404								\$20	\$11,424	
6	CCTV Consulting			2			8	8	\$1,184								\$160	\$1,344	
7	Manhole Inspection			2			24	26	\$3,956						\$2,750		\$398	\$7,104	
8	Preliminary Design	4		34	60	60	72	200	\$30,102								\$1,705	\$32,407	
9	Design	18	18	72	96	440	136	440	\$65,778				\$12,000				\$1,500	\$85,057	
10	Services During Bidding	2		8	4	4	4	30	\$4,354								\$218	\$4,782	
11	Construction (includes 80 hours of staff time for field lateral evaluation)	4	4	20	60	24	24	124	\$19,308								\$300	\$20,773	
	Proposal Subtotal	40	28	162	252	248	104	894	\$136,316	\$28,300	\$46,090	\$11,000	\$12,000	\$2,750	\$18,370		\$10,336	\$267,762	
As Needed Tasks																			
A	Additional Survey As Needed			2			12	14	\$2,180	\$32,000							\$ 20	\$34,200	
B	Additional Clean and CCTV (Assumes 50 laterals at \$250 each and 10,000 LF Mains \$2.50/foot)			4			40	4	\$908			\$41,250					\$81	\$42,139	
C	Additional Bid Package	4		16	8	8	8	76	\$11,944								\$760	\$12,704	
D	Additional Traffic Control			2			2	2	\$404								\$ 20	\$5,924	
																	Contract Total Including As Needed Tasks:		\$362,729

ATTACHMENT B

Project Location List, Sanitary Sewer Main Replacement 2012-2013

Material	Diameter	Street Name	From	To	Length (LF)	Inspection notes
VCP	8"	TOYON AVE	Columbine	Dahlia	705	MULTIPLE CRACKS/ BREAKS
VCP	6"	ORANGE AVE	Greenwich	Heatherstone	750	MULTIPLE CRACKS
VCP	6"	GREENWICH AVE	Orange	Peach	340	MULTIPLE CRACKS/ BREAKS
VCP	8"	South ROW line of El Camino Real	400' NW of Maria	Maria (ext.)	200	MULTIPLE CRACKS/ BREAKS
VCP	8"	OFFENBACH DR	Manet	Bainsborough	680	MULTIPLE CRACKS/ BREAKS
VCP	8"	CENTRAL AVE	Evelyn	McKinley	840	MULTIPLE CRACKS
VCP	6"	FLORENCE	Iowa	McKinley	650	MULTIPLE CRACKS/ BREAKS
VCP	6"	MURPHY AVE	Hendy	California	1020	MULTIPLE CRACKS/ BREAKS
VCP	6"	ARBOR AVE	100' W. of Waite	Bayview	890	MULTIPLE CRACKS/ BREAKS
VCP	6"	COACHELLA AVE	San Patricio	San Rafael	1200	MULTIPLE CRACKS/ BREAKS
VCP	6"	ALTURAS	Borregas	Ahwanee	730	CRACKS/BREAKS/OFFSETS
VCP	8 & 10"	WRIGHT AVE	Cascade	Helena	4460	MULTIPLE CRACKS/ BREAKS
VCP	8"	CORONADO DR	Acalanes	Alamitos	770	LINE IS FLAT/DOES NOT DRAIN RECOMMEND RE-SLOPING
Approximate total length in lineal feet					13235	

Note: the pipe length are approximate and for proposal use only.