



Council Meeting: June 19, 2012

SUBJECT: Authorization to Amend an Existing Contract for Design Services for the Rehabilitation of Air Flotation Thickeners at the Water Pollution Control Plant (F1104-60)

BACKGROUND

Approval is requested to amend an existing contract with RMC Water and Environment (RMC) of San Jose for design services associated with the rehabilitation of the four Air Flotation Thickeners (AFTs) at the Water Pollution Control Plant to increase the total contract value by \$75,400, from \$403,100 to \$478,500. The recommended increase is for additional design services related to repackaging construction bids for two AFTs.

DISCUSSION

The four Air Flotation Thickener units at the Water Pollution Control Plant (WPCP) are an integral part of the tertiary process in the treatment of wastewater. Each unit consists of a concrete clarifier tank 60' in diameter with a center mechanical column. The WPCP requires three functioning AFT units to efficiently process the amount of wastewater received by the facility. The fourth provides backup for repair and maintenance. Three of the AFT units were constructed in 1975. AFT #4 was constructed in 1982. All the units require full rehabilitation, preceded by engineering design and preparation of bid documents.

An initial rehabilitation design contract for all four units was awarded to RMC on April 8, 2008 (RTC No. 08-107), with the intent of ultimately awarding one construction contract for all four AFTs. Invitation for Bids No. F0904-90 for the rehabilitation of the units was released in June 2010. However, the lowest responsive and responsible bid exceeded the available project budget and the bids were subsequently rejected by Council on August 2010 (RTC No. 10-226). The bid documents were then repackaged to bid construction for two of the four tanks (AFTs #2 and #3), which Council awarded on March 8, 2011 (RTC No. 11-054). This allowed lessons learned on the renovation of the first two tanks to be applied to the next two.

Repackaging the bid documents for the remaining AFTs (#1 and #4) is ready to proceed. The additional costs to reassemble the design, prepare a second bid package, and provide construction management support for the project is \$75,400.

Rehabilitation of the first two AFTs cost \$1,853,800. Staff anticipates bids for the next two AFTs will be a similar amount. When costs for special inspection and commissioning are included, depending upon the results of construction bids, staff anticipates a budget modification to add approximately \$400,000 will be necessary at the time of award of the construction contract. Staff will review the available funding at the time bids for construction are received.

**Authorization to Amend an Existing Contract for Design Services for the Rehabilitation
of Air Flotation Thickeners at the Water Pollution Control Plant (F1104-60)**

June 19, 2012

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FISCAL IMPACT

Total costs for this design contract will be \$478,500, which consists of the original contract award of \$403,100, and the proposed amendment of \$75,400.

Funds for the additional design and associated services are available in Capital Project 825141 (Air Flotation Tank Rehabilitation).

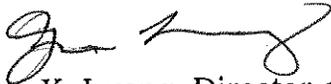
PUBLIC CONTACT

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

RECOMMENDATION

It is recommended that Council authorize an Amendment to an existing contract with RMC Water and Environment, in substantially the same form as the attached draft, for design services for four Air Flotation Thickeners at the Water Pollution Control Plant to increase the total contract value by \$75,400 to a total of \$478,500 for additional design services.

Reviewed by:



Grace K. Leung, Director of Finance

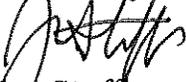
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:



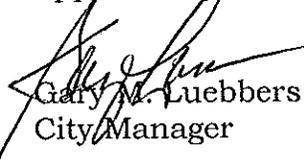
Kent Steffens, Director, Public Works

Reviewed by:



John Stuffbean, Director of Environmental Services

Approved by:



Gary M. Luebbbers
City Manager

Attachments

- A. Draft Amendment to Consultant Services Agreement
- B. Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN THE
CITY OF SUNNYVALE AND RMC WATER AND ENVIRONMENT
TO DESIGN AND PREPARE CONSTRUCTION DOCUMENTS FOR THE
REHABILITATION OF FOUR AIR FLOTATION THICKENERS AT THE WATER
POLLUTION CONTROL PLANT**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and RMC WATER AND ENVIRONMENT ("CONSULTANT").

WHEREAS, on April 23, 2008, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform 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 the Rehabilitation of Four Air Flotation Thickeners at the Sunnyvale Water pollution Control Plant

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Services by CONSULTANT – Replace first paragraph with the following:

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-2" entitled "Scope and Fee for Preparation of bid Documents for AFT 1 and Modifications". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Marilyn Bailey to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Notice to Proceed/Completion of Services – Replace Paragraph (b) with the following:

2. (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and Exhibit "A-2", 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 Scope and Fee for Preparation of Bid Documents for AFT 1 and Modifications (Exhibit "A-2"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

4. Payment of Fees and Expenses – Replace with the following:

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": and the attached Exhibit "A-2" "Revised Fee". 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" and Exhibit "A-2" for each phase. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Four Hundred Seventy Eight Thousand Five Hundred and No/100 Dollars (\$478,500.00) 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.

8. Standard of Workmanship – Replace second paragraph with the following:

8. Standard of Workmanship

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under the Scope of Work (Exhibit "A") and Scope and Fee for Preparation of Bid Documents for AFT 1 and Modifications (Exhibit "A-2") 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.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

RMC WATER AND ENVIRONMENT
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title



May 30, 2012

Craig Mobeck
City of Sunnyvale
P.O. Box 3707
Sunnyvale, CA 94099-3707

**Subject: *Sunnyvale Water Pollution Control Plant
Scope and Fee for Preparation of Bid Documents for AFT 1 and 4
Modifications***

Dear Craig:

The City has asked RMC to provide a proposal for preparing bid documents to rehabilitate the two remaining AFTs (AFTs 1 and 4). It is our understanding that the City prefers using an approach similar to the approach previously used for preparing re-bid documents for AFTs 2 and 3. With this approach, the sheet numbering and cross-referencing system from the original design package is maintained, and items that are not included under the contract are simply crossed out with "Not in Contract" notations and other applicable notes.

Background

The Contract documents were originally prepared for modifications of four AFTs. The City opened Contractor bids for the construction of the AFT Improvements Project on June 30, 2010. These bids were based on RMC's final design for rehabilitation of all four AFTs. After some internal discussion at the City, the City contacted RMC on August 16, 2010 to request that RMC modify the bid documents so the City could re-advertise the project and solicit bids for the following modified, reduced-cost project:

- 1) Base bid for rehabilitation of AFT 2.
- 2) Additive alternate (optional bid item) for rehabilitation of AFT 3.

The project with the modified/re-bid scope was advertised on December 17, 2010 and the Contract was awarded to Monterey Mechanical Co. After opening the bids, the City decided to exercise both base bid and additive alternative. Currently, the rehabilitation of AFTs 2 and 3 is under construction.

The original scope of work for design consulting services is described in a contract between the City and RMC dated April 23, 2008 (City purchase order #PO-002301 dated April 25, 2008). The modified/re-bid contract scope is described in the letter of amendment dated September 3, 2010. RMC was authorized for an additional budget under the same purchase order #PO-002301 in the authorization letter dated September 20, 2010.

2290 North First Street
Suite 212
San Jose, CA 95131
ph: 408.240.8160
fax: 408.240.8161
www.rmcwater.com

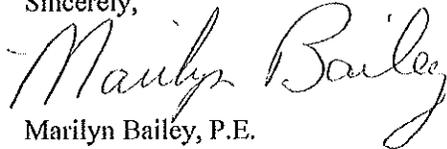
Proposed Scope of Work for AFTs 1 and 4

Attachment A includes the proposed Scope of Work to prepare bid documents for modifications to AFT's 1 and 4. The scope is based on an approach similar to that previously used for preparing re-bid documents for AFTs 2 and 3, i.e., the sheet numbering and cross-referencing system from the original design package is maintained, and items that are not included under the contract are crossed out with "Not in Contract" notations and other applicable notes. The scope of services includes preparation of drawings and specifications for the bid document, services during bidding, engineering services during construction, and project management.

As shown in Attachment B, the budget for this work is \$75,400 which includes \$31,400 for the design revisions, \$37,700 for services during construction, and \$6,300 for project management and QA/QC.

If you have any questions or comments regarding this proposal, please do not hesitate to contact me at (415) 321-3400 or John Thayer at (310) 566-6467. We appreciate the opportunity to be of service.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Bailey".

Marilyn Bailey, P.E.
Vice President

Attachments:

- Attachment A -- Scope of Services
- Attachment B -- Fee Schedule

Scope of Work

Task 1 – Drawing Revisions

This task consists of notating the original bid drawings as follows:

- Line-out of selected details
- Line-out revisions of quantities
- Addition of drawing notes
- Line-out revisions to details where applicable
- Line-out revisions to cover sheet

These drawing revision activities are applicable to the civil, demolition, mechanical, electrical, instrumentation, and structural improvements.

Task 2 – Specification Revisions

This task consists of notating the original bid specifications including:

- Line-out revision of quantities
- Line-out revisions of specification text pertaining to sequencing
- Deletion of text applicable to AFT # 2 and 3
- Modification of bid form
- Line-out revisions of front end specifications
- Additional specification revisions

These specification revision activities are applicable to the following drawing categories: civil, demolition, mechanical, electrical, instrumentation, and structural.

Task 3 – Response to Requests for Information During Bid Period

RMC and our subconsultant TJC and Associates will provide up to 15 responses (10 from RMC; 5 from TJC) to requests for information during the bid period.

Task 4 – Engineering Services During Construction

Services during construction will include the following subtasks:

- Participation in the Pre-construction meeting
- Review and respond to Requests for Information.
- Review shop drawing submittals pertaining to items designed by the Engineer.

Task 5 – Project Management

The Project management activities shall include the following:

- Preparation of monthly invoices and progress reports.
- Internal quality assurance/quality control (QA/QC) activities, which shall include detailed review of project design documents, drawings and calculations.

Assumptions

1. There will be two submittals of the revised plans and specs: A City Review Draft and A Final Submittal. Following submittal of the City Review Draft, RMC shall respond to a single consolidated set of written review comments from the City. At each submittal, RMC shall provide the City three paper copies of the specifications and three full-size paper drawing sets. The City will provide all additional bidding sets and mylar sets. RMC and the City will

coordinate the desired format for specifications headers, footers, numbering, and pagination prior to submittal of the City Review Draft, to avoid re-formatting specifications in the late stages of the project. If it is necessary to re-paginate the specs following the final submittal, the City will handle the re-pagination.

2. The revised bid package that RMC produces will be applicable to rehabilitation of AFT 1 and AFT 4 only.
3. The base scope includes only improvements that were shown in the original bid package, or addendums to the original bid package. Additional improvements associated with implementing a dedicated recycled water production train can be designed for an additional scope and fee.
4. The scope contains no face-to-face meetings between RMC and the City. If RMC needs clarification from the City on which portions of the original bid package to retain, RMC will make the necessary communications through e-mail and by telephone.
5. The scope assumes that the City will advise RMC which structural improvements will remain in the bid package.
6. The sheet numbering will remain the same, and there will be no removal of drawing sheets. All of the original specifications will remain in the revised bid package, and revisions to the specifications will be shown as line-out revisions only.
7. To maintain an appropriate Engineering standard of care, RMC will add notes to the cover sheet explaining that the original drawings were created for a prior bid dated June 30, 2010, and that line-outs and "Not in Contract" notations were requested by the City for the purposes of creating a revised bid package.
8. The City desires to specify the same equipment as used for the AFTs #2 and 3 rehabilitation.
9. Record drawing for AFT's 1, 2, 3, and 4 will be consolidated into one set following the completion of rehabilitation of AFT 1 and 4. Therefore, no additional budget is anticipated at this time.
10. RMC will incorporate construction changes to the design of AFTs 2 & 3 into the design documents for AFTs 1 & 4, where applicable.
11. AFT 1 and 4 will be bid as a single package without bid alternates.



Attachment B - Fee Estimate

City of Sunnyvale Water Pollution Control Plant Preparation of Bid Documents for AFTs 1 and 4 Modifications - Revised Fee

Tasks	Principal In-Charge				Labor				Subconsultants				ODCs	Total	
	Marilyn Bailey \$265	John Thayer \$220	Project Manager \$175	Project Engineer/IT \$140	CAD	Chg To	Admin.	Total Hours	Total Labor Costs (\$)	Electrical & C		Structural			Subconsultant Subtotal
										TJC and Associates	TJC and Associates				
Task 1: Drawing Revisions	1	10	16	40	40	67		\$11,000	\$5,800	\$1,100	\$6,800	\$1,100	\$18,900		
Task 2: Specification Revisions	1	12	20			41	8	\$7,200	\$4,600	\$400	\$5,000	\$900	\$12,500		
Subtotal Design Revisions															
Task 3: Response to Requests for Information During Bid Period	1	4	2			8	1	\$1,900	\$400	\$200	\$600		\$2,200		
Task 4: Engineering Services During Construction	4	30	70			105	1	\$20,000	\$10,000	\$5,000	\$15,000	\$500	\$35,500		
Subtotal Construction Period Services															
Task 5: Project Management	2	20				34	12	\$6,100				\$200	\$6,300		
TOTAL															
	9	76	108	40	40	255	22	\$45,900	\$20,800	\$6,600	\$27,400	\$2,100	\$75,400		

Notes:

1. The individual hourly rates include salary, overhead and profit.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost.
3. Cost Estimate as removed from scope of work per City's request.
4. Task 1 was rebudgeted and the amount of effort was reduced by 10 hours.

**CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND RMC WATER AND ENVIRONMENT
TO DESIGN AND PREPARE CONSTRUCTION DOCUMENTS FOR THE
REHABILITATION OF FOUR AIR FLOATATION THICKENERS AT THE
WATER POLLUTION CONTROL PLANT**

THIS AGREEMENT, dated April 23, 2008, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and RMC WATER AND ENVIRONMENT ("CONSULTANT").

WHEREAS, CITY desires to secure environmental engineering consulting services to design and prepare construction documents for the rehabilitation of four Air Floatation Thickeners (AFT) at the City's Water Pollution Control Plant (WPCP), 1444 Borregas Avenue, Sunnyvale, CA 94089; 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 Marilyn Bailey 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 Four Hundred Three Thousand One Hundred and NO/100 Dollars (\$403,100.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall

be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

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

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

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

To CONSULTANT: RMC Water and Environment
Attn: Marilyn Bailey
2290 North First Street, Suite 212
San Jose, CA 95131

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

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

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

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

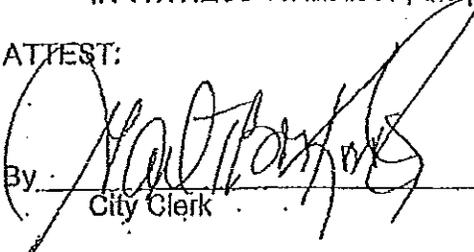
32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By


City Clerk

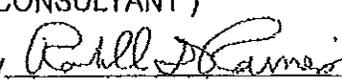
CITY OF SUNNYVALE ("CITY")

By

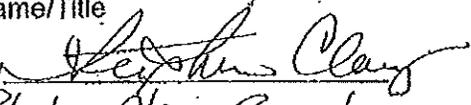

City Manager

RMC Water and Environment
("CONSULTANT")

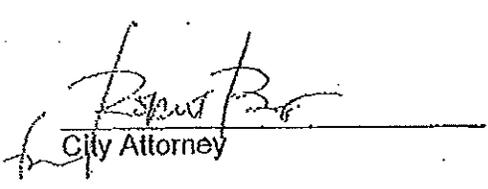
By


Randall Rames, President
Name/Title

By


Stephen Clary Secretary
Name/Title

APPROVED AS TO FORM:


City Attorney

**Design and Preparation of Construction Documents
Rehabilitation of Four Air Flotation Thickeners
Sunnyvale Water Pollution Control Plant**

Project Background

The four air flotation tanks (AFT) are an important component of the Water Pollution Control Plant's (WPCP) treatment process. Their role in removing algae from process stream is critical to the ability of the WPCP to meet its discharge requirements. Three of the AFT's have been in operation for over 30 years and the fourth has been operating for 25 years. They suffer from structural, mechanical, and electrical degradation from long years of hard service and are in need of reconditioning and rehabilitation to enable their continued operation.

This project includes four tasks as follows:

Task 1 Project Definition

Task 2 Final Design

Task 3 Engineering Services During Construction:

Task 4 Project Management:

The detailed scope of work and deliverables for these tasks are described below.

Scope of Work

Task 1. Project Definition

Subtask 1.1 Kick-off Workshop

RMC will conduct a workshop with WPCP management and staff to reach consensus on project goals and identify existing sources of information.

Deliverables: Condition Assessments for the AFT facilities

Subtask 1.2 Condition Assessment

RMC will evaluate the condition of mechanical, structural, electrical, and control components of the AFT process, and perform a seismic evaluation of the AFT tanks. Condition assessment of each tank will occur sequentially, one at a time, after WPCP has emptied and cleaned each tank.

Deliverables: Condition Assessments for the AFT facilities

Subtask 1.3 Preliminary Workshop

RMC will conduct a preliminary workshop with City management and with senior operators to obtain input to the condition assessment and identification of project components.

Deliverables: Workshop agenda and meeting minutes

Subtask 1.4 Preliminary Project Identification

Exhibit A
Scope of Work

RMC will use the results of the condition assessments and preliminary workshop to identify potential project components and to prepare cost estimates for each item.

Deliverables: Preliminary project component list and associated cost estimates

Subtask 1.5 Project Refinement Workshop

RMC will present the results of the Preliminary Project Identification at a workshop with WPCP management. The goal of the workshop is to compare the estimated costs with the available CIP budget and determine which project components will be included in the final project.

Deliverables: Workshop agenda and meeting minutes

Subtask 1.6 Project Definition Technical Memorandum

After consensus has been reached on the project components, RMC will prepare the draft Project Definition TM. The TM will include the following information:

- Results of Condition Assessment
- Project Goals
- Recommended Project Components
- Cost Estimate
- Implementation Schedule
- Appendix:
 - Condition Assessments
 - Workshop meeting minutes

After submittal of the draft TM and review by the City, RMC will conduct a review workshop with WPCP staff to discuss the City's review and obtain final review comments. RMC will then incorporate the comments into a final TM that will serve as the basis of final design.

Deliverables (6 copies each):

- Draft TM
- Workshop agenda and minutes
- Final TM

Task 2. Final Design

Definition of the project components for final design will not be defined until after completion and approval of the Project Definition TM. Therefore, the budget for the final design is based on the following assumptions:

- The plans and specifications will be based on the project components identified in the final Project Definition TM.
- The construction cost of the project will be approximately \$1.5 million.

Exhibit A
Scope of Work

- For all review submittals, the WPCP staff will combine their review comments into single marked-up set of drawings and specifications. Whenever possible, conflicts between the WPCP internal review comments will be reconciled before the review comments are submitted to the consultant
- The bid documents will use the City's General Conditions and RMC Division 1 specifications
- The final design does not include seismic upgrade of the facilities. The need for, and the nature of, seismic upgrades cannot be determined until after the Condition Assessments are completed. If seismic upgrades are determined to be needed based on the Condition Assessments, the scope of the seismic upgrade design would be negotiated as an additional scope item.
- The existing electrical building is assumed to have adequate structural integrity and mechanical/electrical support systems. Analyses of the existing electrical building are not included.
- Project will include new controls based on programmable logic controls (PLCs) and software controls. Duplication of the existing "hardwired/relay" logic will not be required. New controls will be integrated into the plant's existing Allen-Bradley PLC network.
- All four AFTs are assumed identical for the purposes of process-mechanical-electrical-control design elements. "Typical" design approaches will be used for establishing the level of detail in the Bid Documents.
- Clear corridors are available for routing new underground electrical ductbanks to each of the AFTs from the existing electrical building.
- P&IDs will present process piping, instrumentation, and controls. Software controls implemented in PLCs will not be detailed on the P&IDs; rather written control descriptions shall be provided in the Bid Documents for communicating control system requirements.
- City will print and distribute the final bid documents.
- RMC's scope of work does not include preparation of California Environmental Quality Act (CEQA) documentation or preparation of other City of Sunnyvale permitting requirements.

Subtask 2.1 30% Design Submittal:

The 30% submittal will include the following:

- Major plans showing structural and mechanical elements of the project
- Electrical single line diagrams and major electrical distribution equipment elevations
- P&IDs showing equipment tagging and flow schematics. The 30% P&IDs will include process piping, major process equipment, field instrumentation, and valves. 30% P&IDs will not include control interfaces.
- Draft specifications for major equipment

Exhibit A
Scope of Work

- Draft corrosion specifications including concrete lining, metallic coatings
- Draft AFT control description narratives
- Updated implementation plan that identifies required permits, time needed for permits, shutdown restrictions, and sequencing constraints
- Updated construction cost estimate

This task includes two workshops with the WPCP staff.

30% Workshop 1: At the beginning of the review period, the RMC team will give a design presentation to the WPCP staff to describe the project components, the implementation schedule, and the cost estimate.

30% Workshop 2: After the WPCP has completed their review of the 30% submittal, RMC will conduct a workshop with the WPCP staff to discuss their comments. Response to comments will be incorporated into the 60% design submittal

Deliverables (6 copies each):

- Half size copies of drawings
- Specifications, implementation schedule, and updated cost estimate

Subtask 2.2 60% Submittal

The 60% submittal will include major plans, sections, and specifications at the mid-point of design, an updated implementation schedule, and updated construction cost estimate. After the WPCP has completed their review of the 60% submittal, RMC will conduct a workshop with the WPCP staff to discuss their comments. Response to comments will be incorporated into the 90% design submittal.

Deliverables:

Deliverables: (6 copies each)

- Half size copies of drawings
- Specifications, implementation schedule, and updated cost estimate

Subtask 2.3 90% Submittal

The 90% submittal will include all drawings and all specifications for final review by the WPCP. It is expected that this submittal will be complete except for incorporation of final comments from the WPCP. After the WPCP has completed their review of the 90% submittal, RMC will conduct a workshop with the WPCP staff to discuss their comments. Response to comments will be incorporated into the 100% design submittal

Deliverables (6 copies of each):

- Half size copies of drawings
- Specifications
- Project Schedule
- Engineer's estimate of costs

Exhibit A
Scope of Work

- Design calculations
- Structural check calculations
- List of submittals expected during construction

Subtask 2.4 100% Submittal

The 100% submittal will incorporate review comments from the 90% submittal into the final bid documents.

Deliverables:

- Full-size Mylars of all drawings (one copy)
- Camera-ready half-size drawings (one copy)
- Camera-ready specifications (one copy)
- Final Engineer's estimate of costs
- Documentation of Internal QA/QC checks
- Electronic files of drawings and specifications (.pdf format)

Task 3. Engineer's Services During Construction

Services during construction will include the following implemented for those design elements included in the Bid Documents:

Subtask 3.1 Bid Phase Services

- Attendance at pre-bid conference
- Assistance to City in response to bidder's inquiries and preparation of addenda. It is assumed that the City will distribute the bid documents, maintain the planholder's list, and be the initial contact for bidders' inquiries.

Subtask 3.2 Construction Phase Services

- Participation in the Pre-construction meeting
- Attendance at six construction coordination meetings
- Conduct four site visits at request of City's Construction Manager for general observation of construction activities
- Review and respond to Requests for Information
- Review shop drawing submittals pertaining to items designed by the Engineer.

Subtask 3.3 Record Drawings

- Prepare the project record drawings based on mark-ups provided by the City's construction manager. (One set of full-size mylars, one camera-ready half-size set)

Task 4. Project Management

RMC will provide project management to monitor Engineer's activities, schedule, and budgets on the project. The Project Management activities will include the following:

Exhibit A
Scope of Work

Subtask 4.1 Project Management

- Preparation of monthly invoices by task and by individual.
- Preparation of monthly progress report describing specific accomplishments during the reporting period, problems encountered or anticipated, work scheduled for the next reporting period, and cost report.
- Up to four progress meetings with the WPCP, in addition to the workshops identified in other tasks, to discuss upcoming work activities, identify and resolve project issues, obtain endorsement for the design decisions.

Subtask 4.2 Quality Assurance/Quality Control

RMC and its subconsultant, TJC and Associates, will provide internal quality assurance and quality control (QA/QC) activities which will include detailed review of project design documents, drawings, and calculations. Documentation of the QA/QC activities will be included as part of the 100% submittal

Project Schedule

The estimated project durations of the major project stages are as follows:

Project Definition: Approximately four months after Notice to Proceed. The schedule assumes that the AFT's will be evaluated sequentially, and that there will be a one week lag time between evaluations to allow the WPCP staff to take the next basin out of service.

Final Design: Approximately six months after approval of the Project Definition TM. The schedule includes three review submittals at the 30%, 60%, and 90% completion points and includes three weeks City review period per submittal.

Construction Services: The construction period is not shown on the attached project schedule so that the details of the Project Definition and Final Design schedule can be more easily seen. The overall construction period is estimated to take 14 to 16 months which includes:

- Six months for contract award, shop drawing preparation/review/approval, and equipment fabrication
- Two months of construction per AFT, for a total of eight months
- Project punch-list, close-out, and record drawings

Project Schedule

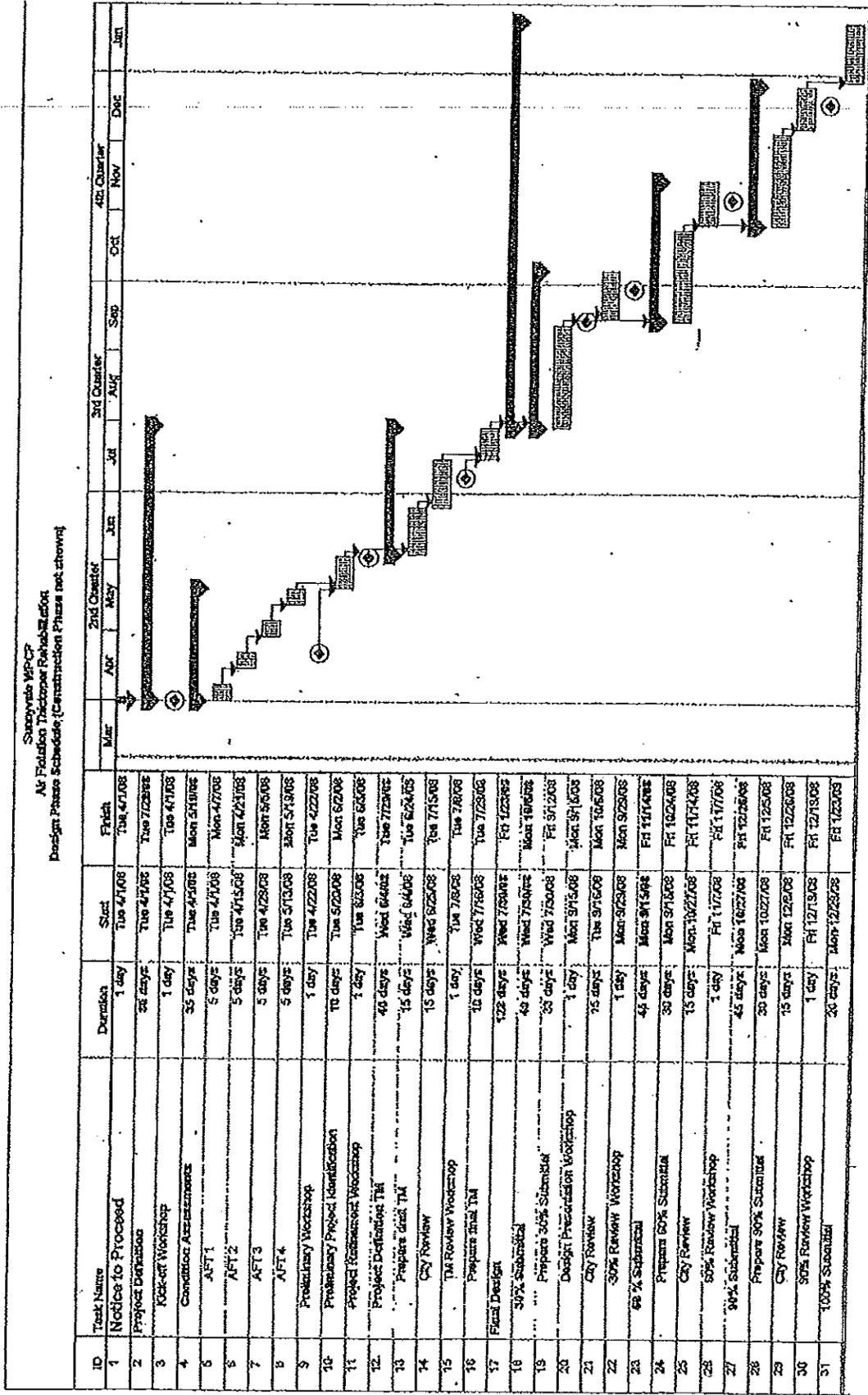




EXHIBIT "B"



Cost Proposal for

Rehabilitation of Four Air Flotation Thickeners at the Sunnyvale Water Pollution Control Plant



Activity	4	8	16	32	64	128	256	512	1024	2048	4096	8192	16384	32768	65536	131072	262144	524288	1048576	2097152	4194304	8388608	16777216	33554432	67108864	134217728	268435456	536870912	1073741824	2147483648	4294967296	8589934592	17179869184	34359738368	68719476736	137438953472	274877906944	549755813888	1099511627776	2199023255552	4398046511104	8796093022208	17592186044416	35184372088832	70368744177664	140737488355328	281474976710656	562949953421312	1125899906842624	2251799813685248	4503599627370496	9007199254740992	18014398509481984	36028797018963968	72057594037927936	14411518807585584	28823037615171168	57646075230342336	115292150460684672	230584300921369344	461168601842738688	922337203685477376	1844674407370954752	3689348814741909504	7378697629483819008	14757395258967638016	29514790517935276032	59029581035870552064	118059162071741104128	236118324143482208256	472236648286964416512	944473296573928833024	1888946593147857666048	3777893186295715332096	7555786372591430664192	15111572745182861328384	30223145490365722656768	60446290980731445313536	120892581961462890627072	241785163922925781254144	483570327845851562508288	967140655691703125016576	1934281311383406250033152	3868562622766812500066304	7737125245533625000132608	15474250491067250000265152	30948500982134500000530304	61897001964269000001060608	1237940039285380000021211168	2475880078570760000042422336	4951760157141520000084844672	9903520314283040000169689344	1980704062856608000033937888	3961408125713216000067875776	79228162514264320001357515552	158456325028528640002715031104	316912650057057280005430062208	633825300114114560010860124416	1267650600228229120021720248832	253530120045645824004344049764	507060240091291648008688099528	1014120480182583296017376199056	202824096036516659203475398112	405648192073033318406950796224	811296384014606676813911924448	1622592768032133344278236888896	324518553606426668855647377792	649037107212853337711294755584	1298074214457066675422589511168	2596148428914133350845179022336	5192296857828266701690358044672	10384593715656533403380716089344	20769187431313066806761432178688	41538374862626133613522864357376	83076749725252267227045728714752	16615349945050453445409147429504	33230699890100906890818294859008	66461399780201813781635789718016	132922799560403627663271579436032	265845599120807255326543158872064	531691198241614510653086377744128	106338239648322902130617275548256	212676479296645804261234551090512	425352958593291608522469102181024	850705917186583217044938204362048	1701411834373166434089876408724096	3402823668746332868179532177448192	6805647337492665736359064354896384	1361129467498533147271912870979768	2722258934997066294543825741959536	5444517869994132589087651483919072	10889035739988265178175303767838144	217780714799765303563506075356768	435561429599530607127012050713536	87112285919906121425402400142672	17422457183981224280880800285344	34844914367962448561761600570688	69689828735924897123523201141376	139379657471849794247046402282752	278759314943699588494092804565504	557518629887399176988185609131008	111503725977479835397631201822016	223007451954959670795262403644032	446014903909919341590524807288064	892029807819838683180104801456128	1784059615639677366360209602912512	3568119231279354732720419205825024	7136238462558709465440838411650048	14272476925117418930881676823300096	28544953850234837861763353646600192	57089907700469675723526707293200384	114179815400939351447053414586400768	228359630801878702894106829172801536	456719261603757405788213658345602816	913438523207514811576427316691205632	1826877046415029623152854633824011264	365375409283005924630570926764802528	730750818566011848261141853529605056	14615016371320236965222836670592011136	29230032742640473930445673341184022272	58460065485280947860891346682368044544	116920130970561895217782693364736089088	2338402619411237904355653867295072178176	4676805238822475808711307734590144356352	93536104776449516174226154691802887126704	1870722095528990323484523093836057425408	374144419105798064696904618767211488896	748288838211596129393809237534422977792	149657767642319225878761847506845955536	2993155352846384517575336950136911111104	5986310705692769035150673900273822222208	11972621411385538070301347800547644444416	2394524282277107614060269560109528888832	478904856455421522812053920021905777764	957809712910843045624107840043811555488	19156194258216860912482156800872311111776	38312388516433721824964313601744622233536	76624777032867443649928627203489244667072	153249554065734887299857254406978893344	306499108131469774599714508813957778688	61299821626293954919942901762791557376	12259964325258790983988580352558311465536	2451992865051758196797716070516622931104	4903985730103516393595432141032485822208	9807971460207032787190864282064971644416	1961594292041406557438172856413943288896	392318858408281311487634571282768777792	78463771681656262297526914256555555536	1569275433633125245950538285131111111104	313855086726625049190107657026222222208	627710173453250098380215314052444444416	125542034690650019676043068010488888832	25108406938130003935208613602097777764	50216813876260007870417227204195555488	1004336277525200157408344544083111111776	200867255505040031481668888016622233536	401734511010080062963337760332444667072	803469022020160125926675360664893344	16069380440403202518533507213297888896	3213876088080640503706701442659577792	64277521761612810074134028853191555488	1285550435232256201482680577063911111776	2571100870464512402965361154127822233536	5142201740929024805930722308255644667072	1028440348185804801186144461651311111776	20568806963716096023722892332622233536	411376139274321920474457846652444667072	822752278548643840948915733304893344	16455045770972876818978314666097888896	3291009154194575363795662933219577792	65820183083891507275913258664391555488	131640366167783014551822617328791111776	263280732335566029103645234657582233536	5265614646711320582072904731151644667072	1053122929342264116414458466230331111776	210624585868452823282891736260662233536	4212491717369056465657834725213244667072	8424983434738112931315669450426893344	16849966871476225862631338008537888896	3369993374295245172526267601707577792	67399867485904903450525352034151555488	134799734971809807001057040683031111776	26959946994361961400211408136622233536	53919893988723922800422816325244667072	1078397879774478456008456326504893344	21567957595489569120169126530097888896	4313591519097913824033825306019577792	86271830381958276480676506120391555488	172543660763916552961352122240791111776	34508732152783310592270424448151644667072	6901746430556662118444084889630331111776	1380349286111332423688817779260662233536	2760698572222664847377635574413244667072	552139714444532969475531114888896	11042794288890659395510623377792	22085588577781318791022467555488	441711771555626375820451351111776	8834235431112527516409027022233536	176684708622250550328180540444667072	353369417244501100656361080893344	70673883448900220131272216178667072	1413477668978004402625444323573344	282695533795600880525088864714667072	56539106759120176105017772943344	11307821351824035221003554588667072	22615642703648070442007109173344	4523128540729614088401421834667072	90462570814592281768028436693344	18092514162918456353605687338667072	361850283258369127072113746773344	72370056651673825414422749353344	14474011330334765082884549870667072	289480226606695301657710997413344	5789604532133906033154199482667072	115792090642678120663083997713344	23158418128535624132616799542667072	463168362570712482652335908853344	92633672514142496530467191773344	18526734502828499306093438354667072	370534690056569986121868767093344	74106938011313997224373753418667072	148213876022627994446755107173344	2964277520452559888935102343667072	59285550409051197778702046873344	1185711008181023955574040936667072	23714220163620479111480818733344	474284403272409582228961746667072	9485688065448191644579234933344	1897137613089638328915846986667072	37942752261792766578316939733344	7588550452358553315663387946667072	15177100904717106631326779933344	3035420180943421326265359886667072	60708403618868426525307197733344	12141680723773685305061359546667072	242833614475473706101227190933344	48566722895094741220245438186667072	97133445790189482440490876373344	19426689158178976488098152746667072	38853378316357952976196305493344	77706756632715905952392609986667072	155413513265438119104782119973344	31082702653087623820956423993344	62165405306175247641912847986667072	12433081061235049282382567993344	24866162122470098564765135986667072	49732324244940197129530271973344	99464648489880394259060543946667072	198929296979760788518121087893344	39785859395952157703624217578667072	795717187919043154072484351573344	1591434375838086308152488703146667072	31828687516761726163049774063344	63657375033523452326099548126667072	127314750067046904652199096253344	254629500134093809304398192506667072	509259000268187618608796385013344	101851800053637523721753170026667072	203703600107275047443506340053344	407407200214550094887012680106667072	814814400429100189774025360213344	1629628800858200379548050720426667072	3259257601716400759096101440853344	6518515203432801518192202881706667072	13037030406865603036384405763413344	26074060813731206072768811526826667072	52148121627462412145537623053653344	104296243254924824291152461073344	208592486509849648582304922146667072	417184973019699297164489844293344	834369946039398594328979688586667072	166873989207879718865795977116667072	333747978415759437731591954233344	66749595683151887546318390846667072	133499191366303771492667917693344	266998382732607542985335835386667072	53399676546521508597067170773344	106799353093043017195134341546667072	213598706186086034390268683093344	427197412372172068780537366186667072	854394824744344137561074732373344	1708789649488688275122149464746667072	3417579298977376550244289299493344	6835158597954753100488579599986667072	1367031719590950620097755999973344	2734063439181901240195511999946667072	5468126878363802480391023999893344	10936253756727604960782047999786667072	2187250751345520992156409599953344	4374501502691041984312819199906667072	8749003005382083968625638399813344	17498006010764167937251276799626667072	34996012021528335874502553599253344	69992024043056671754805107199453344	13998404802611334351000103599893344	27996809605222668702000207199786667072	5599361921044533740400041439953344	1119872362168906740080008279986667072	2239744724337813480160016559973344	4479489448
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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.