

**Council Meeting: July 17, 2012****SUBJECT: Award of Contract for the Design of Baylands No. 2 Storm Drainage Pump Station Rehabilitation (F1105-63)****BACKGROUND**

Approval is requested to award a contract in the amount of \$316,093 to Schaaf & Wheeler Consulting Civil Engineers of Santa Clara for engineering design and associated services related to the Baylands No. 2 Storm Drainage Pump Station Rehabilitation (Public Works Project No. UY-12/02-13). Approval is also requested for a 10% design contingency in the amount of \$31,609.

DISCUSSION

Storm Pump Station No. 2, located at 999 E. Caribbean Drive at the edge of Baylands Park, pumps storm water from a collection basin over the levee and into Guadalupe Slough. It was designed and built in the 1960s and has reached the end of its useful life. In 1990, a new pump and engine were constructed, and in 2007 the deteriorated storage levee was repaired and sedimentation and vegetation were removed from the storage basin. The pump engines are becoming increasingly unreliable, requiring frequent repairs.

In 2011, the Public Works Department contracted for a comprehensive feasibility study of the station, including seismic analysis, to help determine the most cost-effective rehabilitation decisions that will meet all current regulatory codes and standards, and protect the area from flooding due to storm runoff. The feasibility study contract, in the amount of \$106,174 including a 10% contingency, was awarded in April 2011 to Schaaf & Wheeler as the result of a competitive Request for Proposals process (RTC No. 11-076). The feasibility study has been completed, and Schaaf & Wheeler has provided the City with a recommended option for rehabilitating the pump station, which will include appropriate environmental review and regulatory permitting.

Staff recommends that Schaaf & Wheeler be retained to complete the project design and associated environmental/regulatory work, rather than undertaking a solicitation process at this time. Section 2.08.070(b) of the Municipal Code allows for exemptions to competitive bidding for these types of specialized design services. Given Schaaf & Wheeler's work on the feasibility study, their firm understanding of the design project scope, and a reasonable pricing proposal, staff feels that a competitive solicitation would currently be impractical and unnecessarily time-consuming.

Schaaf & Wheeler has developed a proposal in the amount of \$316,093 to design the project improvements, coordinate inter-agency permitting requirements, and produce environmental documents/reports, as more fully described in the Scope of Services contained in the Draft Consultant Services Agreement (Exhibit A of Attachment A). Construction support services are not included in the proposal, but a contract amendment will be recommended to Council at a later date once the project design has progressed further and the construction scope is refined.

FISCAL IMPACT

Project costs are as follows:

Project Design	\$316,093
Design contingency (10%)	<u>\$31,609</u>
Total cost	\$347,702

Capital Project 822762 (Storm Pump Station Number 2 Rehabilitation) provides \$150,000 in funding in FY 2012/2013, and an additional \$1,385,900 over the subsequent two fiscal years. The project is funded by proceeds from the 2010 Wastewater Revenue Bonds. The overall project budget has sufficient funding to support the project design during FY 2012/2013. However, based upon the most up-to-date cost estimate resulting from the Schaaf & Wheeler feasibility study, it is anticipated that the project will require an additional \$1.7 million in funding to complete the construction, and total project expenditures are estimated to be \$3.3 million. Staff will recommend a budget modification once construction bid results are known.

A potential scenario to fund the increased costs associated with Pump Station No. 2 exists with budgeted funding for the rehabilitation of Storm Pump Station No.1. The FY 2012/2013 budget contains \$1.67 million over the next four years to rehabilitate Storm Pump Station No. 1, which is located between the SMaRT Station and the Water Pollution Control Plant (WPCP), but work cannot proceed on rehabilitation until the outcome of two longer-term planning efforts is better defined. First, the renovation of the WPCP will include a master plan with a site plan that will incorporate Storm Pump Station No. 1. Second, staff is working with a consultant on a Sanitary Sewer and Storm Master Plan that will also address how the station is operated and how it fits into the overall storm water system. Additionally, the rehabilitation of Pump Station No. 1 is not as urgent as that of Pump Station No. 2.

Staff will present Council with the option of re-appropriating funding from Pump Station No. 1 to the more urgent Storm Pump Station No. 2 Rehabilitation. Given the location and timing of the Storm Pump Station No. 1

rehabilitation, funding for that project will be absorbed as part of the larger WPCP renovation, thereby having no effect on future Wastewater Rates.

PUBLIC CONTACT

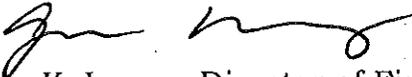
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City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

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same format as the attached draft and in the amount of \$316,093, to Schaaf & Wheeler Consulting Civil Engineers 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 \$31,609.

Reviewed by:



Grace K. Leung, Director of Finance

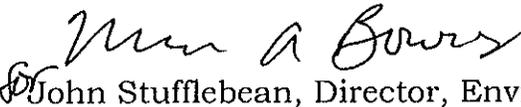
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:



Kent Steffens, Director, Department of Public Works

Reviewed by:



John Stufflebean, Director, Environmental Services Department

Approved by:



Gary M. Luebbers
City Manager

Attachments

- A. Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND SCHAAF &
WHEELER CONSULTING CIVIL ENGINEERS FOR DESIGN SERVICES
FOR BAYLANDS NO. 2 STORM DRAINAGE PUMP STATION REHABILITATION**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS ("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 Baylands No. 2 Storm Drainage Pump Station Rehabilitation; 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 Peder Jorgensen 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 Sixteen Thousand Ninety Three and No/100 Dollars (\$316,093.00) 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: Craig Mobeck, Senior Engineer
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
 Attn: Peder Jorgensen
 1171 Homestead Road, Suite 255
 Santa Clara, CA 95050-6566

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

SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

**Scope of Engineering Services
City of Sunnyvale
Baylands No. 2 Storm Drainage Pump Station Rehabilitation**

Background

Baylands No. 2 Pump Station was originally constructed in 1966 with modifications to the outfalls and the addition of one pump. The station currently has 5 vertical shaft driven axial flow pumps which are powered by natural gas engines and one low flow electric driven pump. The engines and electrical equipment are located in a masonry cinder block building with the pumps located outside in vertical RCP wells into the wet well. The station site includes a 4.3 acre detention basin in front of the station.

The mechanical equipment at the station has reached its useful life and needs to be replaced. Schaaf & Wheeler prepared an evaluation of the station titled, "Feasibility Study for Baylands Pump Station #2 Rehabilitation" dated December 21, 2011, and presented the findings to the City. Two options were presented in which the station would be rehabilitated with a capacity of 140 cfs (Option 1) or 330 cfs (Option 2). The larger station would be needed if the surrounding County "wetlands" area could not be used for storm detention. The report recommended the smaller station which includes improvements to allow high storm flows to release into the wetland area. The smaller (140 cfs) pump station will be referred to as Option 1 which this scope of Services is based on.

General

In general the improvements will be based on Option 1 detailed in the above mentioned report by Schaaf and Wheeler and will include the following:

1. Three high flow storm pumps, (one of these is a redundant pump)
2. Two low flow storm pumps and associated piping
3. Building modifications and upgrades to meet seismic and hazards isolation requirements
4. Modifications to the wet well
5. New trash racks
6. Modifications to the outfall structures
7. Excavation in the City basin for pump cycling storage
8. New storm drain relief structure and modification of the existing wetlands inlet
9. Reestablishment of the drainage ditch between 237 and the existing station detention levee
10. Installation of pre-engineered "Trash Capture Devices" up stream of pump station
11. All new electrical service, SCADA, main switch board, motor starters and controls
12. Diesel engine generator for standby power source

The Consultant shall perform all Engineering, and related work necessary to prepare a set of plans and specifications suitable for Public Works bidding, and compliant with all

applicable requirements. Plans, technical specifications, calculations, and related documents must be stamped and signed by the Engineer of Record. The plans and specifications shall be coordinated with the City's bid documents, standard provisions, and special provisions. All submittals shall be in both digital and hard copy format.

Plans and specifications shall not have any statements obligating the City to anything other than what is stated in the City's standard construction contract. The plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate. The Plans and Specifications shall provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications must be readily biddable and objective, avoiding use of subjective terms, such as, performing work to the satisfaction of the designer or the City. Proprietary products or services should be avoided unless the consultant has demonstrated there is no other better option or the City has requested for standardization with like equipment at other facilities.

Based on meetings with the City as part of the discussions and negotiations for starting the design phase of the project, the City wishes to execute a contract to begin the design phase which would include coordination with the County and potentially, the U.S. Army Corps of Engineers. **This scope of service is for engineering design for the preparation of bid documents, and support during bidding for a station with 3 large pumps and 2 low flow pumps (Option 1).** Ultimately the City wishes that the engineering agreement include construction support services. This scope lists the outline of services that would be provided in the construction support services. Fees for this effort are not included in this scope since the extent of the project is unknown at the signing of the agreement and would be negotiated at a later date.

Detail Scope

CONSULTANT agrees to provide the scope of Basic Services outlined in Table A-1 and detailed below. TM is an abbreviation for "Technical Memorandum."

Table A-1: Basic Services Summary

Task ID	Subtasks
1. Project Management and Coordination	1.1 Contract Management 1.2 Subconsultant Coordination 1.3 Meeting Attendance 1.4 Project Coordination 1.5 Project Submittals
2. Preliminary Design – 30%	2.1 Additional Mapping 2.2 Pump Station Design Parameters TM
3. Design Development	3.1 60% Plans, Specifications and Estimate 3.2 90% Plans, Specifications and Estimate
4. Review Package	4.1 99% Plans, Specifications and Estimate
5. Construction Documents	5.1 100% Bid Package

6. Environmental Documents	6.1 Baylands Usage Investigation 6.2 Biological Surveys 6.3 Prepare Initial Study 6.4 Preparation of ND or MND 6.5 Permitting 6.6 AQCB Permitting
7. Bid Assistance	7.1 Attend Pre-bid conference 7.2 Answer questions and issue addenda
8. Construction Assistance (Not included in current scope)	8.1 Attend Pre-construction conference 8.2 Respond to RFI and Issue Change Orders 8.3 Review Contractor Submittals 8.4 Occasional Site Visits 8.5 Final Project Completion Punch List 8.5 Final Walk Through 8.6 Preparation of Record Drawings

Task 1 Project Management and Coordination

This scope item includes ongoing project management during design, coordination of all subconsultants, and project coordination with the City of Sunnyvale (CITY) and coordination with other agencies not specifically tasked elsewhere.

Task 1.1 – Contract Management

- General project management and coordination.
- Preparation of monthly invoices and progress summaries.
- Prepare and submit to City project budget and schedule tracking.

Task 1.2 – Subconsultant Coordination

- Direct subconsultants as necessary to complete their indicated project tasks.
- Review and manage subconsultant invoices and incorporate into Task 1.1.
- Arrange access for site surveys and other investigations.

Task 1.3 – Meeting Attendance

- Regular meetings (a total of 4) with City as needed to coordinate work items. This includes preparation of agenda and taking minutes during the meeting.
- Prepare and submit all meeting minutes to City for review.
- Progress reports and monthly progress meetings with City.

Task 1.4 – General Project Coordination

- Coordinate proposed improvements with City staff.

Task 1.5 – Project Submittals

- Prepare submittals in conformance with the schedule listed in Table A-2.
- Coordinate submittal preparation with subconsultants.
- Submit project deliverables to CITY for review.
- Submit a 99% set to obtain City Building Permits

- Compile CITY submittal review comments and disburse to subconsultants for resolution as appropriate.
- Prepare a memorandum detailing review comment resolution for each submittal.

Table A-2: Schedule of Submittals

Item	Submittal	Number of Copies/Sets			Digital
		Report	½ Size	Full Size	
Site Survey	Base Mapping		2	2	<input checked="" type="checkbox"/>
Preliminary Design	30% Tech Memo Basemaps	5	5	2	<input checked="" type="checkbox"/>
Design Development Documents	60% and 90% PS&E		5	2	<input checked="" type="checkbox"/>
Final Unsigned Contract Documents	99% Plan Check		1	1	<input checked="" type="checkbox"/>
Reproducible Contract Documents	Bid		1	1	<input checked="" type="checkbox"/>
Engineers Estimate	30, 60, 90 & 99%	2			

Task 2 Preliminary (30%) Design

This task provides the site mapping information for civil site work and grading for the 84-inch relief structure relief swale and return flow structure. This task also finalizes the hydraulic calculations for selection of the pumps and piping.

Task deliverables include basemap and a technical memorandum that documents the basis for pump selection.

Task 2.1 – Base Mapping (Kier & Wright)

- Obtain additional topographic survey data for the area along the existing drainage ditch between Highway 237 and the existing detention basin.
- Obtain access approval to site from County.
- Provide a field survey for aerial topographic control.
- Prepare a revised base map of surveyed information in AutoCAD format suitable for use in final construction documents.

Task 2.2 – Utility Coordination

- Contact utility companies to obtain utility maps
- Contact utility companies to determine service requirements for station upgrades

Task 2.3 – Pump Station Design Parameters Memorandum

- Confirm appropriate design pump station capacity and compare 100 year storm and 50 year storm requirements.
- Establish minimum and maximum pumping head conditions.
- Finalize pump selection based on project design parameters established in the preliminary report and in this task.

- Identify trash capture device to be installed on storm drain system upstream of pump station
- Prepare a technical memorandum with pump station hydraulic calculations and pump selection.

Deliverables

- Technical memorandum, basemaps, plans and cost estimate.

Task 3 Design Development

After the completion of Preliminary Design the project plans, specifications and estimates will be refined to the 60% and then 90% level (Table A-5, which also provides preliminary documents provided under Task 2). City review comments will also be incorporated into plan and specification revisions.

Table A-5: PS&E Submittal Schedule

Sheet Title	60%	90%
Cover Sheet, Project Location Map and Index	•	•
Notes, Abbreviations, and Legend	•	•
General Site Plan	•	•
Site Utility Plan	•	•
Demolition Plans	•	•
Storm Water Pollution Prevention Plan		•
Trash Capture Device	•	•
Pump Station Improvements	•	•
Building Modification Plans and Elevations	•	•
Mechanical Details		•
Trash Rack Details		•
Structural Details		•
Miscellaneous Details		•
Electrical Symbols, Abbreviations and Notes	•	•
Electrical Site Plan	•	•
Power Plan	•	•
Lighting and Receptacle Plan		•
Conduit Schedule		•
MSB-MCC Single Line Diagram and Elevation	•	•
Control Schematic Diagrams	•	•
PLC Connection Diagrams		•
SCADA System Integration		•
Electrical Details		•

Consultant shall review documents for submittal by in-house peer reviewer and shall submit City peer review form with 90% submittal.

Special Provisions will be written in CSI format and generally include:

- Division 1 through 16. (Sunnyvale to provide Division 0.)
- Bid Schedule
- Regulatory requirements including permit conditions
- Seasonal constraints (diversion work)
- Project scheduling requirements and order of work if applicable
- Submittal requirements and submittals list
- O&M manual requirements
- Warranties
- Operator training
- Protection of existing improvements
- Protection of environmentally sensitive areas
- Traffic control requirements

Deliverables

- Plans, specification, cost estimate, response to City comments and peer review form.

Task 4 99% Review Package

Incorporate comments from 90% review by the City and prepare a package for final review by the engineer for the City. The Consultant shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

“The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”

The drawings shall include on the title sheet of the project plans the Assistant Director of Public Works/City Engineer statement:

“The City of Sunnyvale hereby accepts these plans for construction, as being in general compliance with plans preparation requirements of this agency. Responsibility for the completeness and accuracy of the plans and related designs resides with the Engineer and Engineering Firm of Record.”

The consultant shall also obtain Building Permits from the City for this project. The consultant shall submit a set and obtain the necessary structural, electrical and mechanical permits as necessary.

Deliverables

- Plans, specification, and cost estimate
- Review certificate

Task 5 100% Bid Package

After City and regulatory agency approval of the project, a final set of construction documents suitable for public bid will be delivered to the City in reproducible form on bond or vellum or electronic format. Final documents shall include bid and contract documents including bid notice, proposal forms including bid schedule with quantity takeoffs, certifications, general conditions, special provisions, and technical provisions. Consultant shall advise the City on the advantages/disadvantages of bidding out the project unit price or lump sum. Front end specifications (Division 0) shall be obtained in CSI format from the City and incorporated into a complete, camera-ready double-sided document for reproduction.

Deliverables

Plans, specification, and cost estimate.

Task 6 Environmental Documents & Project Permitting

The proposed project includes improvements to the existing pump station equipment and the outfall on Calabazas Creek. The proposed project is not expected to increase the overall capacity of the pump station or the amount of discharge from the pump station into the creek.

Option 1 is to use the adjacent County-owned Baylands property for pump station overflow, replace three of the existing five pumps in the station with pumps of comparable size, and improve the outfall on Calabazas Creek.

Deliverables

Memo of Baylands usage

Biological survey and report

Preparation of categorical exemption or initial study and draft negative declaration or mitigated negative declaration

Permit applications from Fish, Game U.S. Army Corps and Regional Water Quality Control Board

Identify any NPDES (SWPP) and C.3 permit requirements and incorporate them into the project if necessary or document exemptions.

Task 6.1 – Baylands Usage Investigation

The first step in determining the viability of Option 1 is to investigate background information as described below:

- Review original environmental and technical documents and permits to determine intended usage of the County Baylands area north of Highway 237
- Under contract to David J. Powers & Associates (DJP&A), WRA (Biological Consultants) will conduct a preliminary site visit of Baylands area to determine

biological site characteristics that may factor into the Option 1 viability investigation

- DJP&A and WRA to attend two meetings with City, Army Corps, County, and other appropriate regulatory agency representatives to discuss land usage and impacts. This meeting is encouraged to help streamline the later permitting process.
- Prepare a letter of understanding to be circulated to the agencies on agreed usage of the area

Task 6.2 – Biological Report

The biological report will include a site visit to characterize the available habitat for special status species, map potential wetlands, and characterize other areas according to regulatory agency jurisdiction by WRA under contract with DJP&A. Based on the site visit, WRA will prepare a biology report that describes the results of the survey and determines if there is potential for substantial adverse effects to biological resources. Mitigation measures will be identified to avoid or minimize impacts. Permitting requirements will also be described. The costs below include approximately 4 hours of DJP&A Principal time to coordinate the preparation of the reports.

Task 6.2.1: Option 1

If after completion of Task 6.1, it is confirmed that Option 1 is still viable, a biological survey will be completed to determine the impacts of rehabilitating the outfall and inundating the Baylands. Information collected during Task 6.1 will be used to the extent possible. The biological report will determine impacts in the following areas of proposed construction:

- Pump Station outfalls
- Baylands inundation
- Proposed 84" relief structure
- Proposed return follow structure from wetlands area
- Existing ditch reestablishment
- Existing wetlands field inlet
- 36" storm drain realignment

Task 6.3 - Prepare Initial Study

DJP&A will prepare an Initial Study in compliance with the California Environmental Quality Act (CEQA) and City of Sunnyvale regulations. This assumes that mitigation measures will be included in the project that will reduce all potentially significant impacts (particularly related to biology) to a less than significant level. This scope does not include any time to investigate or identify off-site mitigation options should they be determined to be necessary.

The following task assumes that Task 6 has been completed. General tasks will include the following:

- 1) Gather and evaluate background and project information.
- 2) Evaluate the project site and environmental setting.
- 3) Prepare an Administrative Draft Initial Study (with Appendix G checklist) to include project impacts and mitigation measures per the requirements of CEQA and the City of Sunnyvale. Mitigation measures will be identified that reduce potential impacts to a less than significant level. Graphics, maps and figures will be included to the extent necessary to illustrate the text. It is assumed that the IS will be focused on biological impacts. The IS will also include a Global Climate Change section as now required by CEQA.
- 4) Based on the results of the Initial Study, prepare an Administrative Draft Negative Declaration (ND) or Mitigated Negative Declaration (MND).¹
- 5) Provide the City five (5) copies of the Administrative Draft IS/MND for review and comment.
- 5) Based on one integrated set of City comments, revise the Administrative Draft IS/MND and print 20 copies of the IS/MND suitable for public/agency review. Additional copies will also be sent to the State Clearinghouse.
- 6) Assist the City in the distribution and public review process, as needed.
- 7) Provide written responses to public and agency comments. This scope assumes that comments requiring additional technical analysis are not received.
- 8) Provide a Final IS/MND including comment responses.
- 9) Prepare Notice of Determination and file at the County Clerk's office and State Clearinghouse. This scope does not include the payment of any fees related to filing the Notice of Determination (CDFG and County fee).
- 10) Attend two meetings/hearings with City staff.

Task 6.4: Permitting

This scope of work includes the preparation of permit applications from the California Department of Fish and Game (Streambed Alteration Permit), the U.S. Army Corps of Engineers Permit (Nationwide Section 404), and Regional Water Quality Control Board (CWA Section 401). WRA, Inc. will prepare the necessary permit applications (most likely a Joint Aquatic Resources Permit Application or JARPA) based upon the option selected and the results of the appropriate biology report described in Task 6.2.

WRA has extensive permitting experience in the project area and will coordinate with the agencies to expedite the permit process to the extent possible. DJP&A coordination time to prepare the project description information for the permit applications is also included in the not-to-exceed budget amount below. The fees for the CDFG and RWQCB permit applications are not included in this scope of work.

Task 6.4.1: Option 1 Permitting

¹ If the outcome of the Initial Study determines that the project would result in significant, unavoidable impacts, or that the project does not want to include the features required to mitigate impacts to a less than significant level, then an EIR would be required. DJP&A can prepare the EIR under a separate scope of work.

Option 1 will require a more complicated permit application and coordination process because of impacts to the adjacent County-owned Baylands (wetlands). Impacts to federally endangered species (saltmarsh harvest mouse) are anticipated, which is under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS). In order to get a permit from the U.S. Army Corps, formal consultation with USFWS will most likely be required. Therefore, this scope includes the preparation of a Biological Assessment (BA) per the requirements of USFWS. The BA will build upon information included in the biology report for Option 1 (Task 6.2.1). The BA will include discussions of the species life histories, distributions, and populations, and identify impacts and mitigation in accordance with USFWS standards and format. This scope includes preparation of two draft versions and one final version of the BA and incorporation of feedback from consulting resource agencies.

Task 6.5 – Permitting of Standby Generator from Bay Area Air Quality Management District

Assist in the permitting of the standby engine generator for the project. BAAQMD permit requires application to be based on tests of engine to be supplied for the project which would occur during construction; therefore this task would take place during the construction phase of the project.

Task 7 Bid Assistance

CONSULTANT shall assist CITY during the public bid process by:

- Attending one pre-bid conference and assist CITY with agenda preparation.
- Assisting with responding to contractor inquiries prior to bid opening.
- Assisting with preparation of addenda prior to bid opening.

Task 8 Construction Assistance (Not Included)

CONSULTANT shall assist CITY during the project construction by:

- Attending one pre-construction conference and assist CITY with agenda preparation.
- Assisting with responding to contractor request for information (RFI's) during construction.
- Assist with review of contractor submittals of shop drawings and materials.
- Provide occasional site visits to review construction at critical periods based on requests from the City.
- Site observation during project testing and start up.
- Provide pre-completion site walk to prepare a punch list of items to be completed.
- Final site walk to confirm completion of work.
- Prepare record drawings from as-built information from the contractor and inspector
- SCADA system integration and commissioning

Additional Services

CONSULTANT shall not commence with any scope of service listed in this section without prior written direction from CITY. Compensation for Additional Services shall be negotiated at the time CITY requests said services, in conformance with hourly rate charges provided in Exhibit A.3.

Additional Services include, but may not be limited to, the following general services:

- Additional meetings not included as a Basic Service
- Increased engineering effort do to the change in defined project
- Construction support services

Task A1 Additional Meetings

Attendance at additional meetings with the City Council, or outside agencies not specifically required in the Scope of Services shall be compensated as Additional Services.

Task A2 Adjustment of Engineering Design Services

Limitations on the use of the County Baylands as storage could change the purposed project. In order to compensate for no storage in the Baylands, the 330 cfs station (Option 2) will need to be designed and built. Option 2 will require additional design effort for larger and additional electrical and mechanical equipment. On the other hand the Option 2 will require less design effort for diversion and intake structures in the Baylands. This change in engineering scope may be offsetting and will be evaluated if the scope of services is modified for the larger station.

Information and Services Provided by the City

The City shall provide the following information and services:

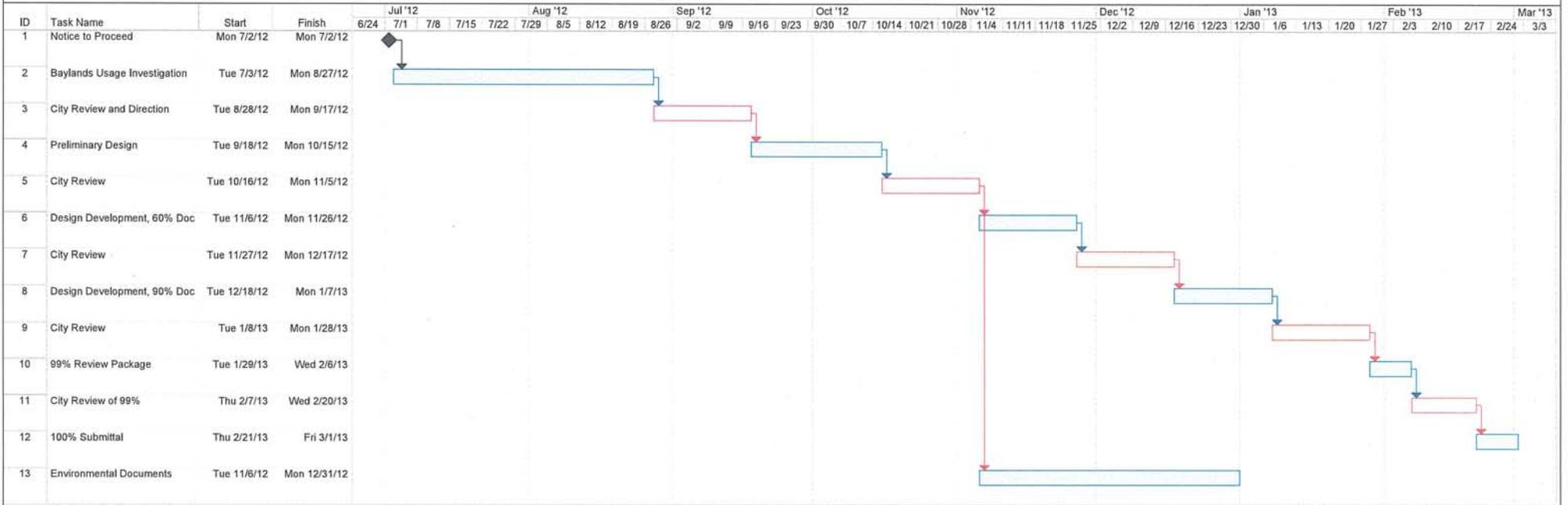
- Available utility plans and record drawings
- Final bid document reproduction
- Bid advertisement
- Selection of contractor and award of contract
- Overall project administration
- Permit fees for U.S. Army Corps, California Fish & Game and Regional Water Quality Control Board

Items Outside Scope of Services

- Title research and property boundary resolution
- Easement document preparation
- This scope does not include any time to investigate or identify off-site mitigation options should they be determined to be necessary.

EXHIBIT "A-1"
(Schedule)

City of Sunnyvale
Baylands No. 2 Pump Station Rehab
Schaaf & Wheeler Design Services Schedule



Project: Desgin_Schedule
Date: Wed 5/30/12

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

EXHIBIT "B"

**City of Sunnyvale
Baylands Stormwater Pump Station No. 2 Design Fee**

NO.	TASK ITEMS DESCRIPTION	PROJ	PROJ	SENIOR	ASSOC	ASST	DESIGN	SUBTOTAL	IN-HOUSE LABOR COSTS \$	SUBCONS. SURVEYING KIER & WRIGHT	SUBCONS. ELECTRIC TERADA ENG	SUBCONS. STRUCT. BIGGS CARDOSA	SUBCONS. CORROSION JDH CORROSION	SUBCONS. ENVIRO DAVID J. POWERS	MATERIAL & SERVICES COSTS \$	TOTAL COSTS \$
		MAN \$ 205.00	ENG \$ 195.00	ENG \$ 180.00	ENG \$ 160.00	ENG \$ 140.00	TECH \$ 125.00									
1	Project Management & Coordination															
	Contract Management	24						24	\$4,920		\$2,400					\$7,440
	Subconsultant Coordination	12						12	\$2,460							\$2,460
	Meeting Attendance	12			12			24	\$4,380		\$2,200					\$6,690
	Project Coordination	8			8			16	\$2,920							\$2,920
	Project Submittals	8			8			16	\$2,920							\$2,920
																\$22,430
2	Preliminary Design															
	Base Mapping	4						4	\$820	\$7,500			\$2,500			\$11,320
	Pump Station Design Parameters	8			24			32	\$5,480		\$2,200					\$7,790
																\$19,110
3	Design Development															
	60% Design															
	Plans	16			60		40	116	\$17,880							\$17,880
	Specifications	8			16			24	\$4,200							\$4,200
	Structural	2			4			6	\$1,050			\$22,000				\$24,150
	Electrical	2			4			6	\$1,050		\$9,300					\$10,815
	Option 1 Improvement Plans	4			32		32	68	\$9,940							\$9,940
	90% Design															
	Plans	16			40		32	88	\$13,680				\$7,500		\$100	\$21,660
	Specifications	4			16			20	\$3,380							\$3,380
	Structural	2			4			6	\$1,050			\$33,000				\$35,700
	Electrical	2			4			6	\$1,050		\$25,700					\$28,035
	Option 1 Improvement Plans	4			24		24	52	\$7,660		\$0					\$7,660
																\$163,420
4	Review Package															
	Develop and Submit Review Package	4			16		8	28	\$4,380		\$0					\$4,380
																\$4,380
5	Construction Documents															
	100% Bid Documents	2			8		8	18	\$2,690		\$7,000	\$11,000			\$200	\$21,800
	Final Specifications	1			4			5	\$845		\$2,200					\$3,155
																\$24,955
6	Environmental Documents															
	Baylands Usage Investigation	2						2	\$410					\$10,880		\$11,834
	Biological Report	2						2	\$410							\$410
	Option 1							0	\$0					\$9,880		\$10,374
	Categorical Exemption Preparation	2						2	\$410							\$410
	Preparation of Initial Study							0	\$0					\$15,800		\$16,590
	Permitting	2						2	\$410							\$410
	Option 1							0	\$0					\$29,500		\$30,975
																\$71,003
7	Bid Assistance															
	Prebid Conference	4						4	\$820							\$820
	Respond to Inquiries	4			8			12	\$2,100		\$3,500	\$2,000				\$7,875
	Assit Addendum Preparation	4			8			12	\$2,100							\$2,100
																\$10,795
8	Construction Assistance															
	Preconstruction Conference							0	\$0							\$0
	Respond to RFIs							0	\$0							\$0
	Review Submittals							0	\$0							\$0
	Occasional Site Visits							0	\$0							\$0
																\$0
	TOTAL								\$99,415	\$7,500	\$54,500	\$68,000	\$10,000	\$66,060	\$300	\$316,093



James R. Schaaf, PhD, PE
Kirk R. Wheeler, PE
David A. Foote, PE
Peder C. Jorgensen, PE
Charles D. Anderson, PE
Daniel J. Schaaf, PE

Schaaf & Wheeler
Consulting Civil Engineers
100 N. Winchester Blvd., Suite 200
Santa Clara, CA 95050-6566
408-246-4848
Fax 408-246-5624

Offices
Santa Clara
San Francisco
Monterey Bay

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>	<u>Classification</u>	<u>Rate/Hr</u>
Project Manager	\$205	Construction Manager	\$190
Project Engineer	\$195	Senior Resident Engineer	\$170
Senior Engineer	\$180	Resident Engineer	\$150
Associate Engineer	\$160	Assistant Resident Engineer	\$130
Assistant Engineer	\$140	Construction Inspector	\$120
Junior Engineer	\$130		
Designer	\$125		
Technician	\$120		
Engineering Trainee	\$ 90		

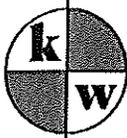
Principal time is \$250 per hour and is charged only for work done in preparation for litigation and other very high level-of-expertise assignments. Court or deposition time as an expert witness is charged at \$350 per hour with a minimum of four hours per day.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

These rates are subject to revision semi-annually.

Effective 1/1/12



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

HOURLY RATE SCHEDULE

Effective March 1, 2012 through February 28, 2013

PRINCIPAL	\$ 200.00/Hour
PRINCIPAL ENGINEER	\$ 181.00/Hour
SENIOR ENGINEER	\$ 162.00/Hour
OFFICE ENGINEER	\$ 146.00/Hour
SENIOR SURVEYOR	\$ 163.00/Hour
SURVEY SUPERVISOR	\$ 163.00/Hour
OFFICE SURVEYOR	\$ 146.00/Hour
SURVEY COORDINATOR	\$ 140.00/Hour
ENGINEERING TECH	\$ 125.00/Hour
SURVEY TECH	\$ 125.00/Hour
RESEARCH ASSISTANT	\$ 71.00/Hour
SENIOR DRAFTSMAN	\$ 102.00/Hour
DRAFTSMAN	\$ 97.00/Hour
2-MAN SURVEY CREW	\$ 250.00/Hour
3-MAN SURVEY CREW	\$ 318.00/Hour
TESTIMONY (TRIAL OR DEPOSITION)	\$ 390.00/Hour
TECHNICAL TYPIST	\$ 63.00/Hour
ENGINEERING INTERN	\$ 42.00/Hour

All blueprinting and reproduction will be billed at cost plus 10%. Time spent for preparation for testimony will be billed in accordance with the above hourly rates.

CORROSION ENGINEERING SERVICES

Fee Schedule

<u>Personnel Charges</u>	<u>Rate Per Hour</u>
Principal Corrosion Engineer	\$185.00
Senior Corrosion Engineer	\$170.00
Corrosion Design Specialist	\$155.00
Corrosion Project Supervisor	\$145.00
Project Engineer	\$135.00
Corrosion Technician	\$105.00
Field Technician	\$ 90.00
Drafting/AutoCad	\$ 78.00
Word Processing/Computer	\$ 70.00

Litigation

Depositions & Mediations (4 hour min. charge)	\$275.00
Court Appearance (4 hour min. charge)	\$375.00

Expenses

Subsistence (Room and Meals)	Cost
Mileage	Current IRS Standard Mileage Rate
Travel (Airfare, etc.)	Cost
Reproduction, Outside Testing & Consulting Services	Cost + 5%

Notes:

1. Effective Date: Jan 1, 2012 thru Dec. 31, 2012
2. Payment Terms: Net 30 days

Terada Engineering, Inc.

1570 The Alameda, Suite 221

San Jose, California 95126-2333

TEL: (408)294-1445

FAX: (408)294-3920

BILLING RATES

The billing rates are as follows:

	<u>2012</u>
Engineering	\$152/hour
CAD Designer	\$ 90/hour
Mileage	\$.50/mile

Other direct charges, such as printing and outside services, at cost plus 10 percent.

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95126-3133
Telephone 408-296-5515
Facsimile 408-296-8114

CHARGE RATE SCHEDULE

Principal	\$190 to 250.00/hr.
Associate	170.00
Construction Manager	170.00
Engineering Manager	144.00
Senior Structural Representative	144.00
Project Administrator	118.00
Senior Engineer	128.00
Structural Representative	118.00
Project Engineer	108.00
Staff Engineer	98.00
Assistant Engineer	92.00
Junior Engineer	87.00
Senior Computer Drafter	102.00
Computer Drafter	87.00
Junior Computer Drafter	77.00
Secretarial Services	72.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.30/ sq. ft.
Plots	\$1.50/ sq. ft.
Mylar Plots	\$3.00/ sq. ft.

Charge Rates Applicable October 1, 2011 Thru September 30, 2012





CHARGE RATE SCHEDULE¹

SENIOR PRINCIPAL	\$ 250.00 PER HOUR
PRINCIPAL PROJECT MANAGER	\$ 220.00 PER HOUR
SENIOR ENVIRONMENTAL SPECIALIST	\$ 195.00 PER HOUR
SENIOR PROJECT MANAGER	\$ 175.00 PER HOUR
ENVIRONMENTAL SPECIALIST	\$ 160.00 PER HOUR
PROJECT MANAGER	\$ 150.00 PER HOUR
ASSOCIATE PROJECT MANAGER	\$ 135.00 PER HOUR
ASSISTANT PROJECT MANAGER	\$ 110.00 PER HOUR
RESEARCHER	\$ 95.00 PER HOUR
DRAFTSPERSON/GRAPHIC ARTIST	\$ 85.00 PER HOUR
DOCUMENT PROCESSOR/QUALITY CONTROL	\$ 85.00 PER HOUR
ADMINISTRATIVE MANAGER	\$ 85.00 PER HOUR
OFFICE SUPPORT	\$ 70.00 PER HOUR

MATERIALS, OUTSIDE SERVICES AND SUBCONSULTANTS INCLUDE A 15% ADMINISTRATION FEE.

MILEAGE WILL BE CHARGED PER THE CURRENT IRS STANDARD MILEAGE RATE AT THE TIME COSTS OCCUR.

SUBJECT TO REVISION JANUARY 2012

¹ David J. Powers & Associates, Inc. provides regular, clear and accurate invoices as the work on this project proceeds, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis.

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope and Limits of Insurance: Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Claims Made Coverage

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

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

Acceptability of Insurers

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

Verification of Coverage

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