



Council Meeting: September 11, 2012

SUBJECT: Award of Contract for Engineering Design and Construction Support Services for Sewer Line Replacement 2012-13 Phase 2 (F1106-74)

BACKGROUND

Approval is requested to award an engineering design and construction support contract in the amount of \$472,111 to Hatch Mott MacDonald of San Jose for the Sewer Line Replacement FY 2012/13 Phase 2 Project (Public Works Project No. UY-12/07-13). Approval is also requested for a 10% design contingency in the amount of \$47,211.

The scope of the FY 2012/13 Phase 2 Project will be to design and replace approximately 10,413 linear feet of mostly 6 and 8-inch lines, and line approximately 11,915 linear feet of 8, 10, and 12-inch lines in multiple locations throughout the City.

DISCUSSION

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

In January 2012, a competitive Request for Proposals (RFP) was issued to select a design consultant for the Sewer Line Replacement FY 2012/13 Project (Phase 1), which will replace approximately 13,815 linear of pipe. 36 firms requested proposal documents, and the City received thirteen responsive proposals – a higher number of submittals than is customarily received and suggestive of a continued competitive environment which ultimately produces better value for the City. Staff proposes to utilize the Phase 1 RFP process for the Phase 2 project, consistent with the approach taken with recent waterline replacement design projects (see RTC No. 12-171).

An evaluation team, consisting of Public Works and Environmental Services staff, evaluated and ranked the proposals on qualifications, experience, quality, cost, and project understanding. The four highest ranking proposers, Hatch Mott

MacDonald, Carollo Engineers, HydroScience Engineers, and West Yost Associates, were invited for interviews with the evaluation team. The evaluation team identified West Yost Associates of Davis as the highest ranking firm and on April 2, 2012, Council awarded a contract in the amount of \$362,720 (plus a 10% design contingency of \$36,273) to West Yost Associates for Sewer Line Replacement FY 2012/13 (RTC No. 12-083).

The final rankings developed through the evaluation process were as follows:

West Yost Associates, of Davis
Hatch Mott MacDonald, of San Jose
HydroScience Engineers, Inc. of San Jose
Carollo Engineers, of Walnut Creek

Staff then provided the second ranked firm, Hatch Mott MacDonald, with the opportunity to submit pricing for the Phase 2 project based on the submittal requirements outlined in the Phase 1 RFP. Hatch Mott MacDonald agreed to perform the Phase 2 design work for \$472,111 which includes \$84,211 for optional services related to geotechnical, environmental, sewer line assessments, and potholing that may be required to complete the design. On a cost per linear foot basis, the negotiated Hatch Mott MacDonald pricing is comparable to the Phase 1 contract with West Yost Associates (but the scope of work for Phase 2 is considerably larger than the Phase 1 project).

The recommendation to award this contract to the second-ranked firm from the previous RFP is largely based on the number of competitive proposals received (thirteen), the value pricing provided by the top-ranked firms, and the timely expenditure of bond proceeds.

FISCAL IMPACT

Project costs for this contract are as follows:

Design and construction support base services	\$387,900
Optional Services	<u>84,211</u>
Subtotal	472,111
Design contingency (10%)	<u>47,211</u>
Total cost	\$519,322

Capital Project 825331 (Replacement/Rehabilitation of Sewer Pipes) has sufficient funds available to complete this design project. Should construction bids for the Phase 1 project come in higher than estimated (leaving less funding for Phase 2 construction), the Phase 2 design can be down-scaled appropriately to utilize remaining funding. This project is funded by the Wastewater Management Fund.

PUBLIC CONTACT

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

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in an amount not-to-exceed \$472,111 to Hatch Mott MacDonald 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 \$47,211.

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, Department of Environmental Services

Approved by:

Gary M. Luebbbers
City Manager

Attachments

- A. Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND HATCH MOTT MACDONALD FOR DESIGN AND
CONSTRUCTION SUPPORT SERVICES
FOR SEWER LINE REPLACEMENT 2012-2013 PHASE 2**

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

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Sewer Line Replacement 2012-2013 Phase 2; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Tracie Sakakihara 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. Design and construction support base services shall be in the amount of Three Hundred Eighty Seven Thousand Nine Hundred and No/100 Dollars (387,900.00), and optional services shall not exceed Eighty Four Thousand Two Hundred Eleven and No/100 dollars (\$84,211.00). In no event shall the total amount of compensation payable under this agreement exceed the sum of Four Hundred Seventy Two Thousand One Hundred Eleven and No/100 Dollars (\$472,111.00) 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 (Where Applicable)

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Mark Rogge, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: HATCH MOTT MACDONALD
Attn Tracie Sakakihara:
Address 181 Metro Drive, Suite 510
San Jose, CA 95110

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

HATCH MOTT MACDONALD
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title



Exhibit "A"

Proposed Scope of Services

Sewer Line Replacement 2012-2013 Phase 2
City of Sunnyvale, California

Objective

Hatch Mott MacDonald (HMM) will provide remedial pipe design and associated Contract Documents for the Sewer Line Replacement including the replacement or rehabilitation of approximately 10,320 linear feet of mostly 6" to 8" VCP sewers; the rehabilitation by either CIPP or other lining method of approximately 11,900 linear feet of 8" to 12" VCP easement sewers; and the spot repair of approximately 90 linear feet within the City of Sunnyvale wastewater collection system.

Coordination with Caltrans for the lining of sewers in El Camino Real is critical to obtaining an encroachment permit in a timely matter. Similarly, early coordination with the Santa Clara Valley Water District will be necessary in obtaining a District encroachment permit.

The specific steps of this proposal are to:

- Develop plans, specifications, and cost estimates ready for bid, which include:
 - Project management, including meetings, site visits, and agency coordination
 - Preparation of preliminary design, 60%, 99%, and 100% bid package design submittals. Each design submittal will include five (5) hard copies and one (1) digital pdf copy of plans, specifications, and engineer's estimate of probable cost.
 - Surveying
 - Sewer main and lateral pipe cleaning and televising
 - Manhole inspections
 - Geotechnical investigation and report
- Bid assistance
- Construction support

Proposed Tasks

The proposed scope of services will include the following tasks:

1. Project Management Services
 - 1.1 General project management includes project coordination, maintaining project schedule, internal filing, assigning team member responsibilities, invoicing, and monthly progress reports.

- 1.2 Attendance at four (4) City meetings (kickoff, preliminary, 60% review and 99% review) by the project and design managers.
- 1.3 Three (3) formal site visits, one with the surveyor, 60%, and 99% plan walk-through. The 60% and 99% site visits will be coordinated with the review meetings in Item 1.2. City staff will be notified of all formal site visits and may choose to meet at the sites. Consultant shall perform informal site visits as needed to verify utilities, surface conditions, and other visual information required to complete the design.

2. Preliminary Design

2.1 Data Gathering and Review.

- a. Collection and review of CCTV logs of existing sewers.
- b. City record drawings.
- c. City Standard drawings and specifications.
- d. Data review for trenchless evaluation.
- e. Coordination with PG&E, AT&T, ComCast Cable, and other known utility companies directly for their records and provide the City a list of utility facilities that will need to be adjusted by others as a result of the proposed construction.
- f. Investigate existing manholes and provide photo documentation as well as any repair recommendations if needed.

2.2 Topographic Surveying.

- a. Establish horizontal and vertical control.
- b. Perform topographic survey and data reduction to include three-point cross-sections every 100 feet for open-cut and pipe bursting segments only.
- c. Field locate and plot existing visible utility piping, inlets, manholes, cleanouts, valves, vaults, boxes, and fences and utility poles for open-cut and pipe bursting segments only.
- d. Field locate and plot rim and invert elevations and verify pipe sizes of storm and sanitary sewers and the top of nut elevation of water valves where accessible along the pipeline routes. For CIPP segments, determine rim and inverts of sanitary sewers only.
- e. Compile base mapping at 1"=20' horizontal scale.

2.3 Geotechnical Report.

- a. Field Exploration.
 - i. Exploratory Borings - Drill, log, and sample three exploratory borings (at sites to be determined where open-cut construction is anticipated) using conventional truck-mounted hollow-stem auger drilling equipment. Most borings, 12 to 18 feet in depth, will extend several feet below the assumed invert depths of the sewers. Prepare traffic control plan for approval for drilling.
 - ii. Utility Clearance - Locate utilities and mark boring locations at least two working days prior to subsurface explorations and notify USA.

- iii. Permits, Site Access and Disposal of Drill Spoils - Subsurface explorations permitted and backfilled with cement grout in accordance with local guidelines. Site restoration is limited to general clean-up and asphalt patching to match existing conditions.
 - b. Laboratory Testing.
To evaluate the index and engineering properties of the site soils, the following laboratory tests are proposed:
 - i. In-situ moisture/density tests, ASTM D2937 test procedure.
 - ii. Triaxial (UU), ASTM D2850.
 - iii. Grain size distribution tests, ASTM D1140.
 - iv. Atterberg Limit tests, ASTM D4318.
 - c. Report Preparation.
Characterize subsurface conditions for new utility installation, replacement, and upsizing using data obtained from the field investigations and laboratory testing program. The report will include the following items:
 - i. Site plan showing exploratory boring locations.
 - ii. Log of exploratory borings, including depth to groundwater.
 - iii. Laboratory test results.
 - iv. Discussion of findings, including site conditions, subsurface conditions, mapped geologic conditions for the area, potential geotechnical impacts, and passive earth pressures for jacking (if needed).
- 2.4 Prepare preliminary design reports.
- a. Prepare Conceptual Design and Construction Methods Options technical memorandum.
- 2.5 Prepare preliminary engineer's estimate of probable cost and preliminary construction schedule.
- 2.6 Prepare environmental documentation
- a. Prepare brief summary memo including a determination of whether or not the project conforms with a specific Categorical Exemption under CEQA, whether or not the project construction activities are covered under the NPDES Construction General Permit, and if so, the project type and risk level
 - b. Examine the regulatory database for soil and groundwater contamination sites within close proximity to the work locations included within this project. Prepare summary list of findings.
3. Preparation of 60% Design Submittal
- 3.1 Data gathering and review.
 - 3.2 Prepare Caltrans and SCVWD permits.
 - 3.3 Set horizontal pipeline alignment.
 - 3.4 Set vertical pipeline alignment.

- 3.5 Prepare draft specifications including bid proposal pages with bid items and descriptions and requirements, technical specifications, and recommended revisions to Special Provisions.
 - 3.6 Forward 30% +/- sketches and preliminary alignments to the City for an over-the-shoulder review, which will consist of five (5) half-size sets of plans. Following receipt of City review of preliminary alignment sketches, prepare pipeline plans to 60% completion. Include plan and profile drawings at 1"=20' horizontal and 1"=2' or 4' vertical scale.
 - 3.7 Prepare engineer's estimate of probable cost to 60% level.
 - 3.8 Peer review of preliminary plans.
4. Preparation of 99% Final Design Submittal
- 4.1 Review and address City comments from 60% design submittal.
 - 4.2 Update plans to 99% completion and include details, connections to existing pipelines, bedding and trench restorations, and general traffic management/control plan.
 - 4.3 Finalize specifications.
 - 4.4 Revise Engineer's estimate of probable cost to 99% level.
 - 4.5 Conduct QA/QC and constructability, biddability, and peer reviews of contract documents. Peer Review shall be conducted by another licensed professional in the Consultant's firm other than the designer of record for overall constructability, coordination, and reasonable reduction in errors and omissions. In review with the City, plans and specifications will be revised based on the Peer Review. Consultant professional 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 Assistant Director of Public Works/City Engineer statement on the plans shall be on the title sheet of the project plans as follows:
- "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."*
5. 100% Bid Package
- 5.1 Finalize construction drawings of 24"x36" size using Sunnyvale drawing template, contract specifications, and engineer's estimate of probable cost.

- 5.2 Provide final plan sheets and a disk of the electronic AutoCad drawing files, technical specifications in Word, and a final engineer's estimate of probable cost in Excel.
 - 5.3 Forward deliverables to City for printing.
6. Bid Assistance
- 6.1 Attendance at the pre-bid meeting.
 - 6.2 Assist in responding to bidder inquiries (RFIs) and preparation of bid addenda.
 - 6.3 Incorporation of addenda into an original, reproducible, conformed set of contract drawings and specifications.
7. Construction Support
- 7.1 Attendance at the pre-construction meeting and three (3) field meetings and prepare minutes.
 - 7.2 Respond to RFI's.
 - 7.3 Review and respond to up to 30 submittals.
 - 7.4 Prepare record set of Contract Drawings and Specifications.

Assumptions

- The City of Sunnyvale will coordinate site access/permission to enter private properties if necessary.
- No encroachment permit fees will be required by the City of Sunnyvale.
- Permit fees or other fees that may be required by regulatory agencies will be waived or paid by the City of Sunnyvale.
- Potholing for utility verification is included under optional services.
- City to provide general conditions and front end of specifications.
- City to provide limited aerial base mapping for background for plans. Additional aerial topographic mapping is not included in this scope.
- It is assumed that this project is considered an update to existing lines and facilities under the linear underground project (LUP) not covered by the NPDES general permit for stormwater discharges associated with construction activity. Therefore, preparation of a stormwater pollution and prevention plan is not included in this scope. This will be documented in the environmental documentation and memo under Task 2.8.

Optional Services

- A. Rehabilitation of upper laterals located on private properties.
Coordination with City Staff and property owners for preparation of plans and agreements.
Similar to the above Tasks 2.6, 2.7, 3, 4, 5, and 6 above for preparation of preliminary, 60%, 99%, and 100% bid packages:

- a. Prepare pipeline contract plans. Include plan drawings at 1"=20' horizontal scale.
- b. Prepare technical specifications.
- c. Prepare details.
- d. Prepare engineer's estimate of probable cost.

B. Hazardous materials testing.

Similar to Task 2.5 above for geotechnical testing and evaluation:

- a. To characterize the drummed soil cuttings for disposal from Task 2.5, four discrete soil samples will be collected from each drum and will be composited in the laboratory into one, 4-point composite sample. Up to three drums will be generated from the three geotechnical borings in Task 2.5. The three, 4-point composite samples will be submitted to a state-certified laboratory and analyzed for 17 California Assessment Manual Metals (EPA Test Method 6010 and 7471), organochlorine pesticides (EPA Test Method 8081), and total petroleum hydrocarbons in the diesel and motor oil ranges with silica gel cleanup (EPA Test Method 8015). Prior to compositing, one discrete sample will be selected from each drum and analyzed for total petroleum hydrocarbons in the gasoline range (TPHg) and full list volatile organic compounds (VOCs) (EPA Test Method 8260; extraction by EPA Method 5035). Laboratory testing will be requested on a standard 1-week laboratory turnaround.
- b. Prepare a brief summary including identification of laboratory methods and techniques and associated method detection levels, and comparison of detected compounds with regulatory thresholds for contamination classifications.

C. Additional geotechnical borings.

- a. Eight (8) additional exploratory borings and testing (beyond 3), conducted in accordance with Task 2.5.
- b. Additional hazardous materials testing, conducted in accordance with Optional Services B.
- c. Additional exploratory boring and testing as described in Task 2.5 in El Camino Real.

D. Potholing of existing utilities.

- a. Three (3) days of potholing for a total of up to 12 pothole locations for potholes not to exceed six (6) feet in depth. Potholes will be performed by vacuum extractions and backfilled with native material and affected areas will be repaired with cold permanent patch if needed. Soils will be disposed of. However, hazardous substances encountered during potholing are subject to additional fees.

E. Cleaning and CCTV of mains and laterals and manhole inspections and log results.

- F. Splitting of overall project into two sets of Contract Documents for publicly advertising as separate projects.

Proposed Budget

These services will be performed on a time and materials, reimbursable, Not-to-Exceed fee basis. The fee proposed to perform the basic services described above is \$387,900 with an additional optional fee of \$84,211 for rehabilitating the upper laterals, hazardous materials testing, additional geotechnical borings, potholing of utilities, sewer cleaning and CCTV, and two separate contract documents (items A through F above) for a total of \$472,111.

Proposed Schedule

The design will be completed within five (5) months of receipt of written authorization to proceed, allowing two weeks for City review of preliminary, 60%, and 99% submittals. The schedule, which shows construction completed by June 30, 2013, assumes multiple construction crews at the various project sites to accommodate the accelerated schedule.

EXHIBIT "A-1"

City of Sunnyvale
 Sewer Line Replacement 2013-14 Phase 2
 Project No. U6-1204-13
 Hatch Mott MacDonald, LLC

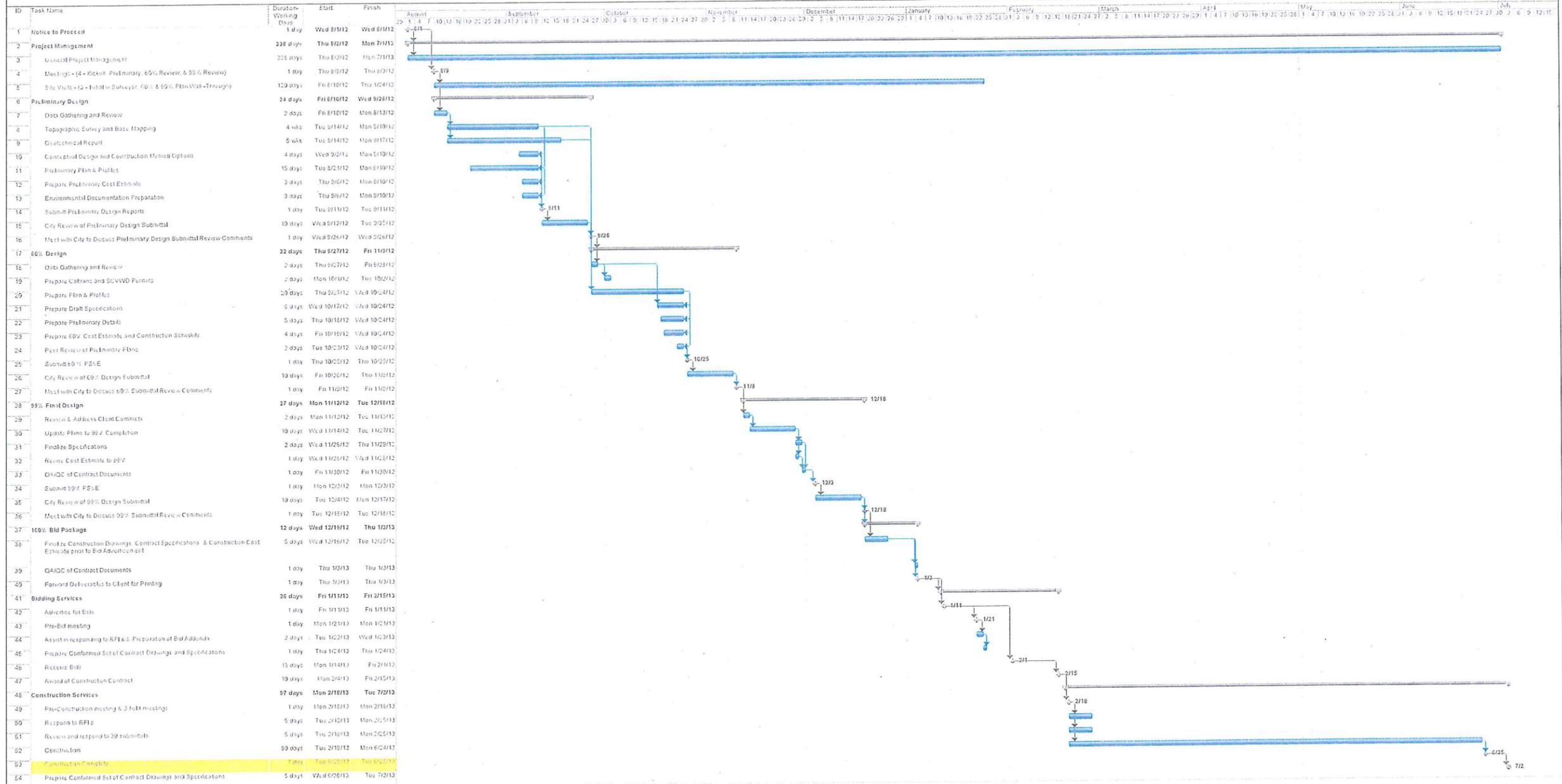


EXHIBIT "B"

Hatch Mott MacDonald
 151 Metro Drive, Suite 510
 San Jose, CA 95110
 T (408) 572-8800
 F (408) 572-8799

Task No.	Task Description	Chris Metzger, Principal-In-Charge	Tracie Sakakihara, Senior Project Manager	Tom Grau, Principal Project Manager	Senior Project Engineer/ Technical Expert	Senior Engineer	Junior Engineer	GIS Tech/Draftsperson	Admin.	Total Estimated Labor/ Other Direct Costs (ODCs)		Alexander & Associates	Cornerstone	APS	Exaro	Total Sub-Labor & Direct Costs	Mark-up on sub-5%*	Total sub	HMM Subtotal	Total
										Hours	Cost									
2012 Hourly Rates																				
		\$ 200	\$ 205	\$ 235	\$ 185	\$ 165	\$ 100	\$ 95	\$ 60											
1.0	Project Management																			
1.1	General Project Management	3	60							63	\$ 13,080					\$ -	\$ -	\$ -	\$ 13,080	\$ 13,080
1.2	Meetings - (4 - Kickoff, Preliminary, 60%, & 99% Review)		12	12					5	29	\$ 5,660					\$ -	\$ -	\$ -	\$ 5,660	\$ 5,660
1.3	Site Visits - (3 - Initial w/ Surveyor, 60%, & 99% Plan Walk-Through)		6	6			3			15	\$ 2,940					\$ -	\$ -	\$ -	\$ 2,940	\$ 2,940
2.0	Preliminary Design																			
2.1	Data Gathering and Review, incl Utility Coordination		6	4		3	32			45	\$ 5,265					\$ -	\$ -	\$ -	\$ 5,265	\$ 5,265
2.2	Topographic Survey and Base Mapping		6			6	16			30	\$ 4,150	\$ 44,000				\$ 44,000	\$ 2,200	\$ 46,200	\$ 4,150	\$ 50,350
2.3	Geotechnical Investigation-assume 3 borings, testing, & report		6			6	4			10	\$ 1,630		\$ 16,114			\$ 16,114	\$ 806	\$ 16,920	\$ 1,630	\$ 18,550
2.4	Conceptual Design and Construction Method Options		8	8	12	12	32	8	2	82	\$ 11,840					\$ -	\$ -	\$ -	\$ 11,840	\$ 11,840
2.5	Preliminary Cost Estimate		4			3	24			31	\$ 3,715					\$ -	\$ -	\$ -	\$ 3,715	\$ 3,715
2.6	Environmental Documentation Preparation				6		24	14		44	\$ 4,640					\$ -	\$ -	\$ -	\$ 4,640	\$ 4,640
3.0	60% Design																			
3.1	Data Gathering and Review		2	1		6	10			19	\$ 2,635					\$ -	\$ -	\$ -	\$ 2,635	\$ 2,635
3.2	Prepare Caltrans & SCVWD Permits		10			6	10	8	2	38	\$ 5,290					\$ -	\$ -	\$ -	\$ 5,290	\$ 5,290
3.3	Set Horizontal Pipeline Alignment		6	6		24	100	160		256	\$ 31,800					\$ -	\$ -	\$ -	\$ 31,800	\$ 31,800
3.4	Set Vertical Pipeline Alignment		8	10		48	240	320		628	\$ 66,310					\$ -	\$ -	\$ -	\$ 66,310	\$ 66,310
3.5	Prepare Draft Specifications		8	16	8	36	40		6	114	\$ 17,300					\$ -	\$ -	\$ -	\$ 17,300	\$ 17,300
3.6	Prepare Preliminary Details & 60% Drawings		8	8	8	14	40	30		108	\$ 14,160					\$ -	\$ -	\$ -	\$ 14,160	\$ 14,160
3.7	60% Cost Estimate and Construction Schedule		4	2		15	45			72	\$ 9,060					\$ -	\$ -	\$ -	\$ 9,060	\$ 9,060
3.8	Peer Review of 60% Plans				16				1	17	\$ 3,040					\$ -	\$ -	\$ -	\$ 3,040	\$ 3,040
4.0	99% Final Design																			
4.1	Review & Address Client Comments from 60% submittal review.		12	6		12	16			46	\$ 7,450					\$ -	\$ -	\$ -	\$ 7,450	\$ 7,450
4.2	Update Plans to 99% Final Completion including Traffic Control Plan		6	4		30	120	140		300	\$ 32,420					\$ -	\$ -	\$ -	\$ 32,420	\$ 32,420
4.3	Finalize Specifications		6	4		20	6		8	46	\$ 6,910					\$ -	\$ -	\$ -	\$ 6,910	\$ 6,910
4.4	Revise Cost Estimate to 99% Final Completion		2			4	10			16	\$ 2,070					\$ -	\$ -	\$ -	\$ 2,070	\$ 2,070
4.5	QA/QC of Contract Documents			6	12					20	\$ 4,100					\$ -	\$ -	\$ -	\$ 4,100	\$ 4,100
5.0	100% Bid Package																			
5.1	Finalize Construction Drawings, Contract Specifications, Construction Cost Estimate & Submittal List prior to Bid Advertisement, CA/QC of Documents		12	12	4	30	60	60	4	172	\$ 21,980					\$ -	\$ -	\$ -	\$ 21,980	\$ 21,980
5.2	Provide Final Plan Sheets & Electronic Copies of PS&E		4			10	20		1	35	\$ 3,600					\$ -	\$ -	\$ -	\$ 3,600	\$ 3,600
5.3	Forward Deliverables to Client for Printing		4			4	8	8	1	25	\$ 3,120					\$ -	\$ -	\$ -	\$ 3,120	\$ 3,120
6.0	Bidding Services																			
6.1	Pre-Bid meeting		2			6			1	3	\$ 490					\$ -	\$ -	\$ -	\$ 490	\$ 490
6.2	Respond to RFIs & Preparation of Bid Addenda		4	2		6	8		2	22	\$ 3,240					\$ -	\$ -	\$ -	\$ 3,240	\$ 3,240
6.3	Prepare Conformed Set of Contract Drawings and Specifications		2			6	16	24		48	\$ 5,280					\$ -	\$ -	\$ -	\$ 5,280	\$ 5,280
7.0	Construction Services																			
7.1	Pre-Construction meeting & 3 field meetings; prepare minutes		4			6			4	14	\$ 2,130					\$ -	\$ -	\$ -	\$ 2,130	\$ 2,130
7.2	Respond to RFIs		6	1		15			2	27	\$ 3,635					\$ -	\$ -	\$ -	\$ 3,635	\$ 3,635
7.3	Review and respond to submittals (est. 3D)		6	2		60			30	100	\$ 10,510					\$ -	\$ -	\$ -	\$ 10,510	\$ 10,510
7.4	Prepare Record Set of Contract Drawings		4			40		60	1	125	\$ 12,500					\$ -	\$ -	\$ -	\$ 12,500	\$ 12,500
	LABOR SUBTOTAL:	3	232	112	66	298	985	872	70	2,638	\$ 322,980	\$ 44,000	\$ 16,114	\$ -	\$ -	\$ 60,114	\$ 3,006	\$ 63,120	\$ 322,980	\$ 386,100
	Other Direct Costs (ODCs)/Reimbursables @ 10% markup																			
	Mileage										\$ 300								\$ 300	\$ 300
	Reproduction										\$ 1,500								\$ 1,500	\$ 1,500
	TOTAL BASIC SERVICES:										\$ 324,780								\$ 324,780	\$ 387,900
	Optional Services																			
A	Rehabilitation of Upper Laterals																			
a.	Prepare Plans		2	4		16	40	40		102	\$ 11,700					\$ -	\$ -	\$ -	\$ 11,700	\$ 11,700
b.	Prepare Specifications		2	4		14	20			40	\$ 5,660					\$ -	\$ -	\$ -	\$ 5,660	\$ 5,660
c.	Prepare Details		1	4	5	14	16	16		59	\$ 8,055					\$ -	\$ -	\$ -	\$ 8,055	\$ 8,055
d.	Cost Estimate		1	2		4	6			15	\$ 2,135					\$ -	\$ -	\$ -	\$ 2,135	\$ 2,135
	Task A Subtotal																			\$ 27,640
B	Hazardous Materials Testing																			
a & b	Geotechnical Investigation - assume 3 sample borings completed under Task 2.5, testing & report		1	1			2			4	\$ 640		\$ 3,160			\$ 3,160	\$ 158	\$ 3,308	\$ 640	\$ 3,948
	Task B Subtotal																			\$ 3,948
C	Additional Geotechnical Borings																			
a.	Eight (8) additional geotechnical borings					8				8	\$ 1,320		\$ 11,000			\$ 11,000	\$ 550	\$ 11,550	\$ 1,320	\$ 12,870
b.	Additional environmental testing per dium/boring					1				1	\$ 165		\$ 1,050			\$ 1,050	\$ 53	\$ 1,103	\$ 165	\$ 1,268
c.	Additional geotechnical boring in El Camino Real					1				1	\$ 165		\$ 6,800			\$ 6,800	\$ 340	\$ 7,140	\$ 165	\$ 7,305
	Task C Subtotal																			\$ 21,443
D	Potholing for Utilities																			
a.	Three (3) days of potholing for a total of up to 12 potholes.					2	6			8	\$ 930				\$ 10,500	\$ 10,500	\$ 525	\$ 11,025	\$ 930	\$ 11,955
	Task D Subtotal																			\$ 11,955
E	Sewer Cleaning and CCTV & MH Inspections																			
a.	Cleaning and CCTV mains and laterals and MH inspections		2			1	8			11	\$ 1,375			\$ 10,000		\$ 10,000	\$ 500	\$ 10,500	\$ 1,375	\$ 11,875
	Task E Subtotal																			\$ 11,875
F	Two Separate Contract Documents																			
a.	Splitting overall project into two (2) sets of Contract Documents		2			16	24	20		62	\$ 7,350					\$ -	\$ -	\$ -	\$ 7,350	\$ 7,350
	Task F Subtotal																			\$ 7,350
	TOTAL:										\$ 44,000	\$ 38,114	\$ 10,000	\$ 10,500	\$ 102,614	\$ 5,131	\$ 107,745	\$ 364,365	\$ 472,111	

Schedule of Charges



Hatch Mott MacDonald 2012 Hourly Rates*

Role	Hourly Rate
Principal-in-Charge	\$ 260.00
Associate	\$ 235.00
QA/QC	\$ 229.00
Senior Project Manager	\$ 205.00
Senior Project Engineer / Technical Expert	\$ 185.00
Senior Engineer	\$ 165.00
Project Engineer	\$ 145.00
Junior Engineer	\$ 100.00
Draftsperson	\$ 95.00
Administrative Staff	\$ 80.00

* Hourly rates effective through December 31, 2012 and are subject to 2% annual increase

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.