



Council Meeting: November 20, 2012

SUBJECT: Award of Bid No. PW13-07 for Construction of Water Line Replacement 2012-13 and Authorization to Amend an Existing Contract for Engineering Design and Construction Support Services

BACKGROUND

Approval is requested to award a construction contract in the amount of \$4,688,000 to K.J. Woods Construction, Inc. of San Francisco for the Water Line Replacement 2012-13 Phase 1 Project (Public Works Project No. UW-12/01-13). Approval is also requested for a 15% construction contingency in the amount of \$703,200.

Additionally, approval is requested to amend an existing contract with Bellecci & Associates, Inc. of Pleasanton (Bellecci) for the engineering design and construction support for this project. A total of \$22,190 was included for construction support in the original contract with Bellecci awarded by Council in April 2012 (RTC No. 12-083), but this amount is insufficient to provide the requisite level of support services during construction, as more fully explained below. Therefore staff recommends increasing construction support services by \$64,990, as well as the addition of an approximate 10% construction support contingency in the amount of \$6,500.

DISCUSSION

The City's water utility is aging and has many infrastructure renovation needs both in the short term and over a longer period. Capital Project 825451 (City-wide Water line Replacement) provides for the ongoing replacement of aged and damaged water lines. The project also upgrades the City's water system by standardizing the piping materials used (PVC C-900), replaces valves and fire hydrants, and upgrades fittings for seismic stability.

To address the immediate needs in the water utility, the City issued Water Revenue Bonds in 2010 that provided approximately \$18 million in funding. In order to meet the highest priority infrastructure needs in the most efficient manner and to ensure timely expenditure of bond proceeds, the Environmental Services and Public Works Departments developed this project and a Water

Line Replacement 2012-13 Phase 2 project. The Phase 2 project is currently under design and is tentatively scheduled for bidding in January 2013.

The scope of work for the Phase 1 project includes the replacement of over 21,000 lineal feet of existing water main lines, gate valves, water service lines, meters, meter boxes and fire hydrants at the various locations shown in Attachment C. This project consolidates waterline replacements that are typically budgeted over a multi-year period in order to ensure the expenditure of bond proceeds by June 2013.

This project was bid as follows:

Bid Notice: Advertised in The Sun on October 5, 2012;
 19 bay area Builder's Exchanges;
 Onvia DemandStar public procurement network; and
 Published on the City's website.

Bid Response: 35 contractors requested bid documents.

Bid Results: Sealed bids publicly opened on October 31, 2012;
 Ten (10) responsive bids were received.

The lowest responsive and responsible bid was from K.J. Woods Construction, Inc. of San Francisco in the amount of \$4,688,000. The bid amount is approximately 16.4% below the engineer's estimate of \$5,610,000. The Bid Summary is attached. Staff recommends accepting the bid from K.J. Woods Construction, Inc.

Due to the size and scope of this project, and the relative condition of the infrastructure that is being replaced, staff also recommends the award of a 15% construction contingency in the amount of \$703,200 for this project, instead of the customary 10%.

On April 3, 2012, Council approved the award of a \$226,032 contract to Bellecci to design this project and provide construction support. The scope included the design for replacing the entire 21,000 lineal feet of existing water line, but the contract award only included \$22,190 for construction support services. At the time of the design award there was uncertainty regarding how the City would be proceeding with the construction portion of the project. Due to this, the engineering design consultant could not provide an exact estimate for construction support services and the \$22,190 was included in the contract as a placeholder.

Given the size of the project and the potential for unforeseen underground conditions related to existing utilities and soils, the consultant will need to be more involved with the project during the construction phase. As a result, the

initial \$22,190 set aside for construction support services is not adequate to cover the services required for a \$4,688,000 construction project. Staff is requesting that the contract be amended to include an additional \$64,990 for construction support services (increasing the total value from \$226,032 to \$291,022), and an additional contingency amount of \$6,500. The additional increase will be used to cover such costs as submittal reviews, responses to requests for information, design revisions related to unforeseen conditions, coordination with the City, change order reviews, surveying work, and other tasks associated with the construction of the project.

Construction support services provided by Bellecci will be paid on a time and material basis so there is a potential that not all the funding will be utilized and the City might realize some cost savings. The increases to the contract value will make the construction support services task approximately 2% of the total construction costs. Public Works staff has reviewed the increase and feels that it is reasonable given the work effort required and that the cost is below the industry standard of 3%-4% for this type of construction.

This project is categorically exempt under CEQA Article 19 Section 15301 Class 1.c

FISCAL IMPACT

Project costs are as follows:

Construction	\$4,688,000
Construction contingency (15%)	703,200
Additional construction support services	64,990
Construction support contingency (10%)	<u>6,500</u>
Total cost	\$5,462,690

Budgeted funds are available in Capital Project 825451 (City-wide Water Line Replacement), funded by the Water Supply and Distribution 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 format as the attached draft and in the amount of \$4,688,000, to K.J. Woods Construction, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met;
2. Approve a 15% construction contingency in the amount of \$703,200;
3. Approve an amendment to an existing contract with Bellecci & Associates, Inc., in substantially the same format as the attached draft and in the amount of \$64,990, for increased construction support services associated with the subject project; and
4. Approve an approximate 10% construction support contingency in the amount of \$6,500.

Reviewed by:

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

Reviewed by:

John Stufflebean, Director, Department of Environmental Services

Reviewed by:

Kent Steffens, Director, Department of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. Bid Summary
- B. Draft General Construction Contract
- C. List of Locations
- D. Draft Amendment to Consultant Services Agreement

**ATTACHMENT B
DRAFT**

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and K.J. WOODS CONSTRUCTION, INC., a California corporation ("Contractor").

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Water Line Replacement 2012-2013, Project No. UW-12/01-13, Invitation for Bids No. PW13-07", including Three (3) Addenda; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. **The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of but is not limited to: installation of PVC C900 DR14 pipe, ductile iron Class 52 pipe, thrust blocks, tees, bends, crosses, water services, valves, reducers, adapters, fittings, restraints, water main offsets, fire hydrants, water meters, and meter boxes; repairing sewer line as needed; potholing; abandoning water main with slurry infill; removing water main at selected locations; providing construction surveying, traffic handling plans, and pedestrian access plans; maintaining traffic control system; detector loop replacements; repaving; sidewalk, curb & gutter replacement; landscape repair; water pollution control; property owner notifications; dewatering; water main connections; and all other work necessary to replace water main and water service complete in place, and suitable for its intended use, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Bellecci & Associates, Inc. and adopted by the Owner. These Plans and Specifications are entitled respectively, Water Line Replacement 2012-2013, Project No. UW-12/01-13.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Four Million Six Hundred Eighty Eight Thousand and No/100 Dollars (\$4,688,000.00) subject to final determination of work performed and materials furnished at unit prices per Exhibit "A" attached hereto and incorporated by this reference, including additions and deductions as provided in the Documents and in accordance with Contract Documents.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed by June 28, 2013, subject to other provision of this section. No time extension will be added for rain days.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable

casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: K.J. Woods Construction, Inc.
Attn: Kieran Woods
1485 Bayshore Blvd., #149
San Francisco, CA 94124

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$5,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the City's Website at <http://sunnyvale.ca.gov/Departments/Finance/Purchasing/prevailingwage.htm>. Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who

will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of Two Thousand no/100 dollars (\$2,000) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a Municipal Corporation, Owner

K.J. Woods Construction, Inc.
Contractor

License No. 701797

By _____ / /
City Manager

By _____
_____/ /
Title Date

Attest:
City Clerk

By _____
_____/ /
Title Date

By _____ / /
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____/ /
City Attorney Date

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A
BID SCHEDULE

Item No.	Description	Qty	Unit	Unit Price
Bid				
1	Mobilization	1	LS	\$125,319.00
2	Construction Surveying	1	LS	\$20,000.00
3	Monument Protection and Restoration	1	LS	\$2,000.00
4	Water Pollution Control	1	LS	\$25,000.00
5	Property Owner Notifications	1	LS	\$2,000.00
6	Staging Plans	1	LS	\$5,000.00
7	Traffic Handling Plans	1	LS	\$2,000.00
8	Detour Plans	1	LS	\$2,000.00
9	Pedestrian Access Plans	1	LS	\$1,000.00
10	Traffic Control Systems (Inc. construction signs)	1	LS	\$20,000.00
11	Coordination with Utility companies	1	LS	\$1,000.00
12	Potholing (Exploratory Excavation)	1	LS	\$10,000.00
13	Miscellaneous Asphalt Concrete (AC) Restoration (Revocable)	1000	SF	\$10.00
14	Miscellaneous Curb and Gutter Restoration (Revocable)	400	LF	\$40.00
15	Miscellaneous Sidewalk & Driveway Restoration (Revocable)	1,500	SF	\$12.00
16	Dewatering	1	LS	\$1,000.00
17	Remove Ex. Water Main at Selected Locations	1	LS	\$5,000.00
18	6" Sanitary Sewer Lateral Repairs At Water Main Crossings (Revocable)	300	LF	\$50.00
19	Loop Test	1	LS	\$5,000.00
20	Replace Type A Detector Loops	11	EA	\$300.00
21	Replace Type C Detector Loops	2	EA	\$400.00
22	Replace Type D Detector Loops	3	EA	\$500.00
23	Replace Bike Loops	1	EA	\$300.00
24	Replace Detector Handholes (DH)	3	EA	\$300.00
25	Remove and Replace Striping and Markers	1	LS	\$15,000.00

Water Main Pipes				
26	12" PVC C-900 DR 14 Class 200	4,974	LF	\$131.00
27	10" PVC C-900 DR 14 Class 200	50	LF	\$130.00
28	8" PVC C-900 DR 14 Class 200	2,969	LF	\$120.00
29	6" PVC C-900 DR 14 Class 200	8,864	LF	\$100.00
30	12" Ductile Iron Pipe Class 52	491	LF	\$190.00
31	8" Ductile Iron Pipe Class 52	80	LF	\$140.00
32	6" Ductile Iron Pipe Class 52	4,172	LF	\$130.00

Water Main Connections				
33	Water Main Connection at N. Murphy Ave & Arques Ave	1	LS	\$8,000.00
34	Water Main Connection at N. Murphy Ave & Maude Ave	1	LS	\$8,000.00
35	Water Main Connection at Walnut Ave & Orchard Ave	1	LS	\$7,000.00
36	Water Main Connection at Walnut Ave & Stowell Ave	1	LS	\$8,500.00
37	Water Main Connection at Walnut dead end	1	LS	\$5,000.00
38	Water Main Connection at Maude Ave	1	LS	\$9,000.00
39	Water Main Connection at Maude Ave & Borregas Ave	1	LS	\$12,000.00
40	Water Main Connection at Orchard Ave & Chestnut Ave	1	LS	\$6,500.00
41	Water Main Connection at Orchard Ave & Stowell Ave	1	LS	\$11,000.00
42	Water Main Connection at Hazelton Ave & N. Sunnyvale Ave	1	LS	\$9,000.00
43	Water Main Connection at Hazelton Ave & Bayview Ave	1	LS	\$9,000.00
44	Water Main Connection at N. Murphy Ave & Hendy Ave	1	LS	\$7,000.00
45	Water Main Connection at N. Murphy Ave & Beemer Ave	1	LS	\$7,000.00
46	Water Main Connection at N. Murphy Ave & California Ave	1	LS	\$7,500.00
47	Water Main Connection at N. Frances St. & Hendy Ave	1	LS	\$7,000.00
48	Water Main Connection at N. Frances St. & Beemer Ave	1	LS	\$11,000.00
49	Water Main Connection at N. Frances St. & California Ave	1	LS	\$9,000.00
50	Water Main Connection at N. Taffee St. & Hendy Ave	1	LS	\$4,000.00
51	Water Main Connection at N. Taffee St. & Beemer Ave	1	LS	\$8,000.00
52	Water Main Connection at N. Taffee St. & Angel Ave	1	LS	\$8,000.00
53	Water Main Connection at Angel Ave & Angel Ave	1	LS	\$4,000.00

54	Water Main Connection at Angel Ave & Beemer Ave	1	LS	\$11,000.00
55	Water Main Connection at Evelyn Ave & S. Bernardo Ave	1	LS	\$7,000.00
56	Water Main Connection at Evelyn Ave & S. Mary Ave	1	LS	\$40,000.00
57	Water Main Connection at Evelyn Ave & Sunset Ave	1	LS	\$17,000.00
58	Water Main Connection at Evelyn Ave & S. Pastoria Ave	1	LS	\$13,000.00
59	Water Main Connection at Charles St. & W. Iowa Ave	1	LS	\$15,000.00
60	Water Main Connection at Charles St. & W. Mckinley Ave	1	LS	\$11,000.00
61	Water Main Connection at Charles St. cul-de-sac	1	LS	\$4,000.00
62	Water Main Connection at Florence St. & W. Iowa Ave	1	LS	\$14,000.00
63	Water Main Connection at Florence St. & W. Mckinley Ave	1	LS	\$10,000.00
64	Water Main Connection at Florence St. & Evelyn Ave	1	LS	\$11,000.00
65	Water Main Connection at Waverly St. & W. Iowa Ave	1	LS	\$17,000.00
66	Water Main Connection at Waverly St. & W. Mckinley Ave	1	LS	\$10,000.00
67	Water Main Connection at Waverly St. & Evelyn Ave	1	LS	\$10,000.00
68	Water Main Connection at Charles St. & Washington Ave	1	LS	\$5,000.00
69	Water Main Connection at Florence St. & Washington Ave	1	LS	\$4,000.00
70	Water Main Connection at Waverly St. & Washington Ave	1	LS	\$6,000.00

Valves

71	Air Release Valve	8	EA	\$4,000.00
72	Blow Off Assembly	10	EA	\$3,000.00

Water Main Vertical offsets

73	Water main offsets (6" through 10")	45	EA	\$3,000.00
74	Water main offsets (10" through 12")	12	EA	\$4,000.00

Water & Fire Services (Refer to Meter Roster Plan for Sizes)

75	Replace Water Service (Short), Meters, Boxes on Evelyn Ave	39	EA	\$1,200.00
76	Replace Water Service (Long), Meters, Boxes on Evelyn Ave	3	EA	\$2,000.00
77	Replace 6" Fire Services, Meters and Boxes on Evelyn Ave	9	EA	\$4,000.00
78	Replace Water Service (Short), Meters and Boxes	274	EA	\$700.00
79	Replace Water Service (Long), Meters and Boxes	261	EA	\$1,400.00

Abandonment				
80	Abandon In Place Water Main (Slurry Infill) (10" or more)	5,525	LF	\$6.00
81	Abandon Water Valve (10" or more)	15	EA	\$400.00
82	Abandon In Place Water Main (Slurry Infill) (8" or less)	16,088	LF	\$5.00
83	Abandon Water Valve (8" or less)	87	EA	\$400.00

Replace FH and FH laterals				
84	New Fire Hydrant System	61	EA	\$6,000.00
85	Salvage Existing Fire Hydrant & lower fire hydrant valves	33	EA	\$1,000.00

Replace Storm Drainage pipe				
86	Replace ex.12" RCP Storm Drainage with 12" DIP	150	LF	\$150.00

**ATTACHMENT C
LIST OF LOCATIONS**

Locations of Water Line Replacement 2012-13 Project

Approx. Lineal Feet

Replace 6" CI with 8" PVC on Murphy Ave. between Arques and Maude	1,717
Replace 4" CI with 6" PVC on Chestnut Ave. to Stowell Ave.	345
Replace 4" CI with 6" PVC on Orchard Ave. between Walnut and Chestnut	1,285
Replace 4" CI with 8" PVC on Walnut Ave. to Stowell Ave.	320
Replace 4" CI with 8" PVC on Maude Ave. to Sunnyvale Ave	690
Replace 4" CI with 6" PVC on Hazelton Ave. between Sunnyvale and Bayview	640
Sub-total	4,997
Replace 4" CI with 6" PVC on Murphy Ave. between Hendy and California	1,030
Replace 4" CI with 6" PVC on Francis St. between Hendy and California	985
Replace 4" CI with 6" PVC on Taaffe Ave. between Hendy and Beemer	515
Replace 4" CI with 6" PVC on Angel Ave. between Taaffe and Angel	475
Replace 6" CI with 6" PVC on Angel Ave. between Angel and Beemer	340
Replace 4" CI with 6" PVC on Beemer Ave. between Angel and Francis	815
Sub-total	4,160
Replace 10" CI with 14" PVC on Evelyn Ave. between Mary and Bernardo	1,590
Replace 10" CI with 14" PVC on Evelyn Ave. between Mary and Bernardo	726
Replace 10" CI with 14" PVC on Evelyn Ave. between Mary and Charles	2,964
Sub-total	5,280
Replace 4" CI with 8" PVC on Charles Ave. between Iowa and Evelyn	2,330
Replace 4" CI with 6" PVC on Florence Ave. between Iowa and Evelyn	2,330
Replace 4" CI with 6" PVC on Waverly Ave. between Iowa and Evelyn	2,030
Sub-total	6,690
Total lineal feet	21,127

**ATTACHMENT D
DRAFT**

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN THE
CITY OF SUNNYVALE AND BELLECCI & ASSOCIATES, INC.
FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
WATER LINE REPLACEMENT 2012-13**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and BELLECCI & ASSOCIATES, INC. ("CONSULTANT").

WHEREAS, on April 9, 2012, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Waterline Replacement 2012-13; and

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

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

1. Services by CONSULTANT

Replace first paragraph with the following:

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-2" entitled "Construction Assistance (CA) Additional Services Request". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Daniel Leary, P.E. to this project, to act in the capacity of Project manager and personally direct the professional services to be provided by CONSULTANT.

2. Notice to Proceed/Completion of Services

Replace paragraph (b) with the following:

- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and Exhibit "A-2", CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, In its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A") and Construction Assistance (CA) Additional Services Request (Exhibit "A-2), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

**ATTACHMENT D
DRAFT**

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

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule" and Exhibit "A-2" entitled "Construction Assistance (CA) Additional Services Request". All compensation will be based on monthly billings as provided in Exhibit "B" and Exhibit "A-2". Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" and Exhibit "A-2" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Ninety One Thousand Twenty Two and No/100 Dollars (\$291,022.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

8. Standards of Workmanship
Replace the second paragraph with the following:

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under the Scope of Work (Exhibit "A") and Construction Assistance (CA) Additional Services Request (Exhibit "A-2") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

**ATTACHMENT D
DRAFT**

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

BELLECCI & ASSOCIATES, INC.
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

 **Bellecci & Associates**

October 29, 2012

(VIA E-MAIL)

Mr. Richard Chen, PE
Project Manager - City of Sunnyvale

Re: 2012-2013 Waterline Replacement Project
Construction Assistance (CA) Services
Additional services request No. 3
Revision 1

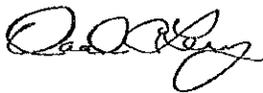
Dear Richard,

We are writing this letter to request additional services for 2012-2013 Waterline Replacement Project. The additional services request is related to added construction support services. As discussed in our meeting with the City staff on October 24, 2012 we are offering increased support to the City for the 2012-2013 Waterline Project Construction Phase.

Our current contract has a total of \$22,190 for CA Services. This level of services is based on the project scoping discussions during and after the interview process 7 months ago. After further review by City staff and Bellecci on October 24, it was determined the City would like to consider more services by Bellecci during construction. Attached for your review is a quantity based proposal showing various services along with estimated number of occurrences. At your convenience, please review the attached task items listing, and quantity to confirm which services would be handled by City or Bellecci.

Please let me know if you have any questions or comments regarding our additional budget request. You may reach my direct line at 925.681.4880.

Sincerely,
BELLECCI & ASSOCIATES, INC.



Daniel C. Leary, PE LEED AP BD+C
Senior Project Manager



CONCORD
2290 Diamond Blvd. Suite 100
Concord, CA 94520-5744
Tel. 925.685.4569

PLEASANTON
6601 Koll Center Parkway, Suite 240
Pleasanton, CA 94566-3127
Tel. 925.681.4885

Civil Engineering Land Surveying

PROPOSAL TO CITY OF SUNNYVALE
CONSTRUCTION ADMINISTRATION FOR SUNNYVALE WATERLINE REPLACEMENT 2012-2013

revision 3

by Bellecci & Associates, inc - November 9, 2012

#	CA TASK DESCRIPTION	QUANTITY	HOURS PER EACH					TOTAL
			\$160 PM / CM	\$150 PROF ENG	\$130 ASSIST ENG	\$130 OFF. SURVYR	\$200 2-MAN CREW	
1	Precon Meeting	1	3	3	0	0	0	\$930
2	Submittals - type 1 (bundled submittals)	25	0	1.5	0	0	0	\$5,625
3	Submittals - type 2 (separate minor submittals)	20	0	2.25	0	0	0	\$6,750
4	Submittals - type 3 (major submittals/substitutions)	13	0.5	3	0	0	0	\$6,890
5	Project Schedule Review	2	0.5	3	0	0	0	\$1,060
6	As-built Drawings Review	1	0.5	3	0	0	0	\$530
7	Site walk to review Sidewalk/C&G Demo limits	0	0.5	3	0	0	0	\$0
8	RFI - type 1	25	0.3	1.5	0	0	0	\$6,825
9	RFI - type 2	15	0.8	3	0	0	0	\$8,670
10	Monthly Meetings (1 attendee)	0	0	3	0	0	0	\$0
11	Monthly Meetings (2 attendees)	0	3	3	0	0	0	\$0
12	Potholing Review	1	0	30	0	0	0	\$4,500
13	Staking Calcs submittal	5	0	6	0	0	0	\$4,500
14	Field Meetings/Field Reviews w/ Contractor	9	2.5	2.5	0	0	0	\$6,975
15	Change Order Reviews	0	1	3	0	0	0	\$0
16	Resubmittals (for task 2,3 & 4 above)	10	0	1.5	0	0	0	\$2,250
17	Minor plan changes (for profile revisions, etc)	10	0.5	1.5	3	0	0	\$6,950
18	Major design change due to utility conflict	2	2	8	8	0	0	\$5,120
19	Allowance for field survey check	0	0	0	0	4	8	\$0
20	Inspector - City phone calls (allow per week)	30	1	1.25	0	0	0	\$10,425
21	Record Drawings based on Contractor redlines	1	4	28	19	0	0	\$7,310
22	Miscellaneous construction support services	N/A	2	6	5	0	0	\$1,870
TOTAL CA SERVICES PER MTG OCT 24, 2012								\$87,180
BASE BUDGET ALLOWANCE IN CONTRACT								-\$8,000
OPTIONAL SERVICE 3 CA ALLOWANCE IN CONTRACT								-\$14,190
Additional Amount Requested								\$64,990