

**Council Meeting: May 21, 2013****SUBJECT: Award of Contract for the Design of Storm System Trash Capture Devices (F13-37)****BACKGROUND**

Approval is requested to award a contract to Kimley-Horn and Associates Inc., of San Jose in the amount of \$108,570 for engineering design and construction support services for two (2) Storm System Trash Capture Devices for the Public Works Engineering Division. In addition, approval is requested for optional services, if required and as described below, in an amount not to exceed \$23,920. Approval is also requested for a 10% contract contingency in the amount of \$10,857.

DISCUSSION

The City of Sunnyvale municipal storm drainage system operates under the terms of the City's National Pollutant Discharge Elimination System (NPDES) Municipal Regional Permit. Under Provision C.10 of the permit, the City is required to implement control measures that will reduce the storm sewer system trash load by 40% by the year 2014. Permit requirements become progressively stricter until the year 2022 when the goal will be 100% trash capture. This project will not only meet the current trash reduction requirements, but fits into the long-term plan of a combination of large and small devices that will likely be needed to meet the permit requirements over time.

This project will help the City comply with the current regulations by designing two large, full trash capture devices at strategic locations in the storm drain system to filter out and capture trash and debris from storm water before it enters creeks and is discharged to San Francisco Bay. The devices will be installed in line with the existing storm drain lines beneath the street and will be able to capture pieces of trash down to 5mm in size (the approximate diameter of a cigarette butt). The devices will need to be cleaned by City staff with a large vacuum truck several times a year, depending on how much trash and debris is collected.

Locations for the devices will be determined after an evaluation of the trash generation characteristics of several drainage areas within the City, with the intent of locating the devices to intercept storm water from large, high trash generating areas. Potential sites will also be evaluated to ensure that maintenance and cleaning can be safely and effectively performed. By carefully selecting the locations for the two large devices, trash removal goals can be met while requiring less ongoing maintenance than with the installation of several smaller, less expensive units at multiple catch basins around the City.

Request for Proposal (RFP) specifications were prepared by Public Works, Environmental Services Department (ESD) and Purchasing staff. Request for Proposals No. F13-37 was posted on the Onvia DemandStar public procurement network on January 16, 2013 and published on the City's website. Fifteen firms requested RFP documents. Proposals were publicly received on February 13, 2013. Three responsive proposals were received:

Schaaf & Wheeler, of Santa Clara	\$95,160
BKF Engineers, of Redwood City	\$115,611
Kimley-Horn & Associates Inc., of San Jose	\$142,570

It should be noted that the Schaaf & Wheeler pricing proposal did not include a design submittal step required by the City which would have added more than \$7,000 to their proposal.

Written proposals were evaluated and ranked by an evaluation team consisting of Public Works and ESD staff. Proposals were evaluated on qualifications, experience, quality, project understanding and availability of key staff. In addition, all three proposers were invited for interviews with the evaluation team. At the conclusion of the evaluation process, Kimley-Horn was unanimously identified as the highest ranked proposer, in large part due to their significant experience designing the larger trash capture devices the City will be installing.

Negotiations with Kimley-Horn reduced their proposal costs from \$142,500 to \$108,570 by creating efficiencies in topographic/utility surveys and project design. Specifically, Kimley-Horn proposed using existing storm drain infrastructure data to expedite the vetting of four possible sites down to the two preferred installation locations. Since the devices will most likely be placed in line or in close proximity to the existing storm drain system, and approximate flows have been determined by City staff for most of the likely trash capture locations, size selection of the units should be straightforward. However, staff requested that Kimley-Horn prepare an optional cost proposal for the investigation of additional siting locations should unexpected utility conflicts or other site conflicts make a selected site unsuitable for installation. These costs are \$11,960 per additional site investigation, not-to-exceed \$23,920 if two additional sites are required.

FISCAL IMPACT

Project costs are as follows:

Project design (including bidding and construction support)	\$108,570
Optional services (only if required), not to exceed	\$23,920
Design contingency (10%)	<u>\$10,857</u>
Total cost	\$143,347

Funds are available in Capital Project 829080 (Storm System Trash Capture Devices), 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 the amount of \$108,570 to Kimley-Horn & Associates Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met;
2. Approve optional services in an amount not to exceed \$23,920, to be used if necessary; and
3. Approve a 10% contract contingency in the amount of \$10,857.

Reviewed by:

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

Reviewed by:

Kent Steffens, Director of Public Works

Reviewed by:

John Stufflebean, Director of Environmental Services

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND KIMLEY-HORN & ASSOCIATES INC. FOR DESIGN AND CONSTRUCTION SUPPORT
SERVICES FOR STORM SYSTEM TRASH CAPTURE DEVICES**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KIMLEY-HORN & ASSOCIATES INC., ("CONSULTANT").

WHEREAS, CITY is in need of professional services for design, preparation of bid documents, and construction support services for the installation of storm system trash capture devices at two locations selected by CONSULTANT; and,

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from Agreement execution through December 31, 2013, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT at the rates detailed in Exhibit "B" entitled "Compensation". Base services shall not exceed One Hundred Eight Thousand Five Hundred Seventy and No/100 Dollars (\$108,570.00), and optional services, if approved in advance of start of work, shall not exceed Twenty Three Thousand Nine Hundred Twenty and No/100 Dollars (\$23,920.00). Total compensation shall not exceed One Hundred Thirty Two Thousand Four Hundred Ninety and No/100 Dollars (\$132,490.00) unless upon written modification of this Agreement. CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" which is attached and incorporated by reference.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

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 or endorsements as specified in Exhibit "C."

12. CITY Representative

Nathan Scribner, Senior Engineer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Eric Biland, P.E., shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. 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: Manuel Pineda, City Engineer
Department of Public Works/Engineering Division
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Eric Biland, P.E.
Kimley-Horn & Associates, Inc.
111 West Saint John Street, Suite 440
San Jose, CA 95113

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 or 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 two 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.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

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

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

17. 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.

18. 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

APPROVED AS TO FORM:

KIMLEY-HORN & ASSOCIATES, INC.
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

Name and Title

EXHIBIT A – SCOPE OF SERVICES

Project Understanding

KHA understands that this scope of services is for the design and preparation of bid documents for installation of storm system trash capture devices at two locations selected by the consultant. The scope of work generally includes: conceptual design including site selection, design development, detailed design, preparation of bid documents for Public Works competitive bidding, construction cost estimates, time schedules, and compliance with all applicable rules, regulations, code and law. Related work includes, but is not necessarily limited to compliance with the California Environmental Quality Act, and the statewide NPDES General Permit for Construction Activities; and obtaining or preparing all necessary permits ready for use by the construction general contractor.

The Consultant shall also provide support during bidding and construction. After construction the Consultant shall prepare “as-built” record drawings, based upon plans marked up by the Contractor, and the Consultant’s field visits. The reports, recommendations, and design shall comply with all applicable rules, regulations, code, law and good practice, for public facilities.

The KHA Design Schedule and Cost Proposal are incorporated as a part of this document.

Scope of Services

KHA will provide the services specifically set forth below.

Task 1. Conceptual and Preliminary Design including Site Selection

Upon receipt of a Notice to Proceed, KHA will review available data concerning the existing storm drain systems, trash generation rates, City of Sunnyvale Utility System maps, and zoning maps. KHA will conduct site visits in order to reduce the selected sites down to 2 locations. KHA will coordinate with the City throughout the exploratory process to provide the City staff updates concerning the analyses of the sites. KHA is responsible to meet with the City and other agencies as required by the work to complete the design up to the number of hours listed in the fee exhibit. The meetings include design, kickoff, design presentation, and progress meetings.

Preliminary Design

Preliminary design phase shall include site selection of the trash capture devices, base mapping, conceptual design, and provision of options, preliminary cost estimate, and other tasks as recommended by the proposer. KHA shall perform field investigations to confirm existing conditions and shall also be responsible for contacting and coordinating with

utility companies, regulatory agencies, and other stakeholders. KHA shall review recommendations with City staff prior to design and coordinate all applicable City standards into plans and specifications. KHA shall produce documentation and descriptions of preferred site locations and observed conditions in support of a categorically exempt classification as part of the CEQA review process.

Plans shall be organized in logical layers, including but not necessarily limited to: existing underground, surface and overhead conditions; proposed underground by utility, proposed surfacing, proposed pavement markings, proposed overhead, etc. At a minimum, plans shall consist of:

- Cover Sheet – title, sheet index, vicinity map, location maps, notes, brief description of contractor’s scope of work, horizontal and vertical control, graphical scale, other information, and signature blocks.
- Provide a signature block (with date) for the “Acceptance of Plans” by the Assistant Director of Public Works/City Engineer. “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.”
- Provide a “Recommended for Acceptance” signature block (with date) for the Water and Sewer System Manager signature.

KHA will draft a technical memorandum for the basis of a CEQA analysis. KHA will determine if the project fits within a specific Categorical Exemption under the CEQA and provide documentation suitable for filing with the County. KHA will determine if the project construction activities are covered under the NPDES Construction General Permit and determine the project type and risk level.

KHA will perform a site visit to determine if there is adequate space in the City Right of Way to install a trash capture device near the outfall at these locations. Confirm that there is adequate space for maintenance at these locations (typically a combination vacuum truck).

KHA will perform a utility investigation for utility conflicts and identify the City right of way boundaries should the trash capture location be near known right of way limits. The Consultant shall coordinate with all utility companies as necessary.

KHA will provide a recommendation on the type of trash capture device to install at each location. Any device selected shall be capable of full trash capture as defined by the RWQCB or NPDES and have proven records of successful operation in the Bay Area.

KHA will provide a conceptual project and construction schedule in a MS Project format, including two weeks for each City review.

KHA will provide a 30% Engineer's Opinion of Probable Cost.

KHA will provide preliminary right-of-way determination maps and other associated documentation.

Deliverables: Technical Memorandum
Conceptual project and construction schedule
Preliminary Engineer's Opinion of Probable Cost

Task 2. Topographic Survey and Utility Location (2 sites)

KHA will provide a topographic survey and Utility location for each of two (2) sites.

Deliverable: AutoCAD base map for each location

Task 3. GeoTechnical Investigations (2 sites)

KHA will conduct a geotechnical investigation of two (2) sites, one boring per site to determine elevation of groundwater and soil characteristics.

Deliverable: Geotechnical Investigations Report

Task 4. Design Development and Detailed Design (2 sites)

KHA will provide design development drawings and technical specifications for a 90% and 100% level submittal.

90% Submittal – Draft Final Design

The submittal shall include the following:

- Plans –Layout of new facilities, Details and Erosion and Sediment Control Plan
- Technical Specifications in CSI format
- Complete schedule in MS Project format, including two weeks for each City review
- Engineer's Opinion of Probable Cost
- Copies of all permit applications and backup documentation
- Updated project and construction schedules
- Stormwater pollution prevention plan (SWPPP), only if required
- Structural calculations/reports from Consultant and independent calculations checker
- Updated project and construction schedules
- The 90% design stage shall include submittal of eight (8) hard copies and one digital PDF copy

100% Final Design Submittal

The submittal shall include the following:

- Inclusion of the City’s comments from the 90% Draft Final Design review.
- Inclusion of input received during the public meeting as interpreted by the City.
- Complete Final Design plans.
- Complete Specifications in CSI format, coordinated with Final Design Plans
- Reviewed Supplemental General Provisions
- Responses to City’s review comments, along with return of mark-ups
- Recommended revisions to Special Provisions, including bid schedule (with description of each bid item and requirements)
- Peer Review is performed after incorporation of City’s Comments on 90% Design and then is included in 100% submittal.
- Final Engineer’s Construction Cost Estimate in the form of the Bid Schedule, (along with supporting documents not part of the Bid Package)
- Final List of Information Available to Bidders with disclaimer
- WDID number confirming stormwater permit registration document upload to the State’s SMARTS system, if applicable.
- All necessary permits obtained from various agencies or documentation that the permits are finalized and awaiting fee payment and pickup.
- Updated project and construction schedules.
- A peer review shall be conducted after incorporation of the City’s comments on the 90% Draft Final Design, and prior to submittal of the 100% Final Design documents to the City. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the 100% Final Design 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.”

Digital Submittals shall be in: AutoCAD and PDF for plans; MS Word (.doc) and PDF for specifications or reports; MS Excel (.xls) and PDF for Cost Estimates or spreadsheets, and MS Project and PDF for time schedules.

Deliverable: Design Drawing Package
 Technical Specifications
 Engineer’s Opinion of Probable Cost
 Updated project and construction schedules

Task 5. Preparation of Bid Documents (2 sites)

KHA will provide design development drawings and technical specifications for a 90% and 100% level submittal.

KHA will revise plans and specifications per comments received at the 100% Final Design submittal.

Bid documents to be submitted to the City by KHA will be:

- One complete set of full sized (24” x 36”) plans, stamped and signed on each sheet by the Engineer of Record. A PDF file of the stamped and signed plans shall also be provided.
- One complete hardcopy set of specifications, double sided printing, and one PDF file of the stamped and signed technical specifications.

- Technical Specifications stamped and signed on the table-of-contents sheet by the Engineer of Record. If there are more than one Engineer of Record, stamp and sign the table of contents sheet for only that/those section(s) that applies to each engineering discipline.
- The headers and footers of the Technical Specifications shall be formatted per the example provided by the Project Administration Section and include the Invitation for Bids number provided by Purchasing. The final version of the Technical Specifications shall be submitted as a PDF.
- Reviewed City's Standard Construction Contract with completion of blanks that are determined by the work (time of construction).
- Certification of Peer Review signed that the entire Bid Package was reviewed and is recommended for Public Works bidding.
- Digital copy of all work products and supporting work.
- Updated project and construction schedules.

The 100% design and final bid package shall include one full sized hard copy (signed and sealed by discipline) plans and specifications, and one digital PDF copy.

Deliverable: Bid Package Drawing Set
 Technical Specifications
 Engineer's Opinion of Probable Cost
 Update project and construction schedules

Task 6. Bid Support Services (2 sites)

KHA will respond to all bidder Requests for Information, attend one pre-bid meeting, and prepare addenda as necessary up to the number of hours listed in the fee exhibit. KHA will provide information to the City of Sunnyvale to inform plan-holders of significant responses to Requests for Information. All communications shall be directed through the City (Purchasing Officer).

If addenda are extensive on bid documents, Conformed Documents will be prepared by the Consultant at no expense to the City. Contractor must sign off on Conformed Documents as part of the Conformed Document process. City will provide reproduction services.

Deliverables: Responses to bidder RFIs
 Pre-Bid Meeting
 Conformed Document set, only if necessary
 Update project and construction schedules, if necessary
 Any addenda

Task 7. Construction Support Services (2 sites)

City's Public Works staff will have primary responsibility for construction management and inspection. KHA's point of contact shall be the City, not the contractor. KHA will provide up to 65 hours of time in support of the following construction support services:

- Prompt responses to Request for Information (RFIs), clarifying the plans and specifications where appropriate, or providing revisions or additional detail where necessary
- Prompt review and responses to all submittals

- Attend pre-construction meeting, and periodic construction meetings and field inspection for final completion as determined by the City up to the number of hours listed in the fee exhibit. All other required on-site meetings shall be considered necessary and based on the competency and adequacy of the contract documents and therefore the responsibility of the consultant.
- Prepare as-built record drawings based upon red-lines provided by contractor and field review
- Review proposed substitutions for conformance to drawings and technical specifications, if any
- Review and make recommendations on proposed changes to the contract
- Participate in the final inspection and development of the punch lists
- as-built record drawings submitted as AutoCAD and PDF files

Deliverables: Prompt responses to RFIs
 Prompt review and responses to all submittals
 Attend preconstruction meeting and periodic construction meetings
 Field inspection for final completion
 As-Built record drawings

Task 8. Project Management (2 sites)

KHA will provide up to 50 hours of construction support for the installation of two trash capture devices. KHA will coordinate with the City and the Contractor for field observations during critical phases of the installation work. KHA will also discuss installation strategies with the Contractor based on the type and size of the trash capture device specified.

Task 9. Additional Site Investigation (per site)

KHA will evaluate an additional site including topographic survey, utility locating, geotechnical field investigations, should an additional site evaluation be required.

Information Provided By Client

KHA shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide information requested by KHA at its disposal during the project, including any record drawings, reports, or photos that can aid in the design process or correspondence with agencies regarding design parameters and site constraints.

Fee and Expenses

KHA will perform the services in Tasks 1 through 8 for the total lump sum labor fee according to the fee exhibit. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Reimbursables include reproductions, travel, courier services, etc.

EXHIBIT B - COMPENSATION

		Kimley-Horn and Associates					BAGG (Geotech)	SubTronic (Util Loc)	Allied (Survey)	Total Hours	Total Cost
		Principal	PM	Senior Eng	Project Eng	Design Eng		(crew)	(crew)		
		\$225.00	\$200.00	\$180.00	\$155.00	\$120.00	\$120.00	\$200.00	\$280.00		
Task 1:	Conc./Prelim Design/Selection (4 sites)	4	60	32	32	72	0	0	0	200	\$ 32,260.00
	Design Kickoff Meeting		4	4						8	\$ 1,520.00
	Data Review (util, drainage & trash areas)		8		8	8				24	\$ 3,800.00
	Site Reconnaissance		8		8					16	\$ 2,840.00
	Progress Meetings		8	8						16	\$ 3,040.00
	Site Investigation		4		8	8				20	\$ 3,000.00
	Utility Investigation			4		4				8	\$ 1,200.00
	Right-of-Way Verification					4				4	\$ 480.00
	Site Selection		4		4					8	\$ 1,420.00
	Trash Device Sizing					8				8	\$ 960.00
	Technical Memo		8			8				16	\$ 2,560.00
	Construction Schedule			2		8				10	\$ 1,320.00
	Cost Estimate			2		8				10	\$ 1,320.00
	30% Conceptual Design (layout)	4	4		4	16				28	\$ 4,240.00
	Design Preparation Meeting		4	4						8	\$ 1,520.00
	City Coordination		8	8						16	\$ 3,040.00
Task 2:	Topo Survey, Utility Location (2 sites)	0	0	0	0	0	0	9	23	32	\$ 8,240.00
	Topographic Survey and Maps						0		23	23	\$ 6,440.00
	Utility Location							9		9	\$ 1,800.00
Task 3:	Geotechnical Investigations (2 sites)	0	0	0	0	0	55	0	0	55	\$ 6,600.00
	Field Investigations						33			33	\$ 3,960.00
	Lab Testing						10			10	\$ 1,200.00
	Engineering Analysis						12			12	\$ 1,440.00
Task 4:	Design Development (2 sites)	15	8	16	0	120	0	0	0	159	\$ 22,280.00
	90% Design, Plans, Specs, Cost, Schedule, Comments		4	8		60				72	\$ 9,440.00
	100% Design, Plans, Specs, Cost, Schedule, Comments		4	8		60				72	\$ 9,440.00
	QA/QC Progress Checks (30%,90%)	12								12	\$ 2,700.00
	Peer Review (90%)	3								3	\$ 700.00
Task 5:	Preparation of Bid Docs	4	4	8	0	24	0		0	40	\$ 6,020.00
	Bid Design, Plans, Specs, Cost, Schedule, Comments		4	8		24				36	\$ 5,120.00
	Peer Review	4								4	\$ 900.00
Task 6:	Bid Support Services	0	20	28	0	0	0		0	48	\$ 9,040.00
	RFIs			8						8	\$ 1,440.00
	Pre-Bid Meeting		4	4						8	\$ 1,520.00
	Addenda			8						8	\$ 1,440.00
	Coordination		16	8						24	\$ 4,640.00
Task 7:	Construction Support Services	0	13	12	0	40	0		0	65	\$ 9,560.00
	RFIs		2			8				10	\$ 1,360.00
	Submittal Review		2			16				18	\$ 2,320.00
	Pre-Construction Meeting		4	4						8	\$ 1,520.00
	Periodic Site Meetings/Field Inspections			8						8	\$ 1,440.00
	As-Built Drawings		1			8				9	\$ 1,160.00
	Coordination (COs, substitutions)					8				8	\$ 960.00
	Final Inspection		4							4	\$ 800.00
Task 8:	Project Management	2	24	24	0	0	0		0	50	\$ 9,570.00
	Project Management	2	24	24							\$ 9,570.00
	TOTAL HOURS	25.1111	129	120	32	256	55	9	23	649	
	Subtotal Labor:	\$ 5,650.00	\$ 25,800.00	\$ 21,600.00	\$ 4,960.00	\$ 30,720.00	\$ 6,600.00	\$ 1,800.00	\$ 6,440.00		\$ 103,570.00
	Reimbursables										\$ 5,000.00
	TOTAL COST:	\$ 5,650.00	\$ 25,800.00	\$ 21,600.00	\$ 4,960.00	\$ 30,720.00	\$ 6,600.00	\$ 1,800.00	\$ 6,440.00		\$ 108,570.00
Task 9:	Optional Tasks	0	2	3	0	2.8333	35	10	16	68.8333	\$ 11,960.00
	Topographic Survey and Maps								16	16	\$ 4,480.00
	Utility Location							10		10	\$ 2,000.00
	Field Investigations (Geotech)						24			24	\$ 2,880.00
	Lab Testing (Geotech)						5			5	\$ 600.00
	Engineering Analysis (Geotech)						6			6	\$ 720.00
	Coordination		2	3		3				7.8333	\$ 1,280.00

EXHIBIT "C" INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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