SUBJECT: Award of Contract for Design and Construction Support Services for Pavement Rehabilitation 2014 (F14-01)

BACKGROUND
Approval is requested to award a contract in the amount of $331,540 to CSG Consultants, Inc. of San Mateo for design and construction support services for Pavement Rehabilitation 2014 (Public Works Project No. ST-13/05-14). Approval is also requested for a 10% design contingency in the amount of $33,154.

CEQA REVIEW
It is expected that the CEQA determination for construction of this project will be a categorical exemption pursuant to Class 1 Section 1530(c) and (d) for existing streets involving no expansion, but the consultant will review all CEQA documentation as part of their design review.

DISCUSSION
Capital Project 825290 (Pavement Rehabilitation) provides funding for ongoing roadway infrastructure rehabilitation. Currently the funding is being utilized to accelerate street repairs to return the average Pavement Condition Index (PCI) of City streets to a level of 80+. The PCI measures the condition of city streets on a scale of 0-100, and is based on a physical survey of street surfaces assessing conditions like cracking, asphalt failures, tree root issues, crack sealing status, etc. Prior to 2006, the City’s PCI was 85. Due to the economic recession in 2008 and resulting service level impacts, annual spending on pavement maintenance was reduced with a corresponding drop in the PCI index to below 80. Council approved increased budgets in 2011 to return the PCI index to 80+.

Every year the Public Works Pavement Operations staff surveys one half of the City’s streets and inputs the data in the City’s pavement management system. The system produces a list of deteriorated streets and plans are made to repair, slurry seal, double chip seal overlay, or reconstruct the streets as needed. For Pavement Rehabilitation 2014, approximately 4,000,000 square feet of City streets has been identified as needing rehabilitation.

The scope of work for this project will be to evaluate and recommend the most cost effective rehabilitation treatments for the streets identified, design the
project and prepare contract documents suitable for construction bidding in Spring 2014. Additional work will include design related to sign relocation, traffic loop replacement, crack sealing and repair, traffic striping and the adjustment of utility boxes to grade.

Request for Proposal (RFP) specifications were prepared by Public Works and Purchasing staff, and Request for Proposals No. F14-01 was uploaded to the Onvia Demandstar public procurement network and published on the City's website on July 17, 2013. Nineteen firms requested RFP documents. Sealed proposals were received on August 7, 2013. Three responsive proposals were received as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSG Consultants, Inc., of San Mateo</td>
<td>$391,000</td>
</tr>
<tr>
<td>Nichols Consulting Engineers, of Richmond</td>
<td>$334,700</td>
</tr>
<tr>
<td>Sandis Civil Engineers Surveyors and Planners, of Sunnyvale</td>
<td>$902,620</td>
</tr>
</tbody>
</table>

Proposals were evaluated and ranked on qualifications, experience, project approach and timeliness by an evaluation team consisting of Engineering, Pavement Operations and Traffic and Transportation staff. Nichols and CSG were identified as the highest ranked proposers and brought in for interviews with the evaluation team. Following the interview process, CSG was unanimously selected as the highest rated proposer based on their extensive experience in pavement rehabilitation programs/processes, a thorough understanding of the pavement management software program the City uses (including its strengths and weaknesses), and an innovative approach to construction phasing for the project. Subsequent price negotiations with CSG resulted in their fees being reduced from $391,000 to $331,540 without compromising design scope.

The significantly higher pricing submitted by Sandis can be attributed to their understanding of the work scope relative to the other proposing firms, in that CSG and Nichols conducted field investigations and were more familiar with the project requirements. This led to Sandis proposing redundant (and costly) work associated with construction support, pavement testing and surveying, and their hourly rates were in some cases higher than the other firms. The pricing submitted by CSG and Nichols is consistent with what is typically expected for pavement rehabilitation projects of this magnitude.

**FISCAL IMPACT**

Project costs are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project design (including construction support</td>
<td>$331,540</td>
</tr>
<tr>
<td>Design contingency (10%)</td>
<td>$33,154</td>
</tr>
<tr>
<td>Total cost</td>
<td>$364,694</td>
</tr>
</tbody>
</table>

Budgeted funds are available in Capital Project 825290 (Pavement Rehabilitation), funded by the General Fund, the SB83 VRF Road Improvement fund, and the Gas Tax 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 an amount of $331,540, to CSG Consultants, Inc., 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 $33,154.

Reviewed by:

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

Reviewed by:

Kent Steffens, Director of Public Works

Approved by:

Gary M. Luebbers  
City Manager

**Attachments**
A. Draft Consultant Services Agreement
ATTACHMENT A
DRAFT

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CSG CONSULTANTS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR PAVEMENT REHABILITATION 2014

THIS AGREEMENT dated ________________ is by and between the CITY OF SUNNYVALE, a municipal corporation (“CITY”), and CSG CONSULTANTS, INC. (“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 Pavement Rehabilitation 2014; 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 Merrill Buck, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

(a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.

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

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit “A-1.”

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit “B” entitled “Compensation Schedule.” All compensation will be based on monthly billings as provided in Exhibit “B.” Compensation will not be due until said detailed billing is submitted to CITY within a
reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit “B” for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Thirty One Thousand Five Hundred Forty and No/100 Dollars ($331,540.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. **No Assignment of Agreement**

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

6. **Consultant is an Independent Contractor**

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

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

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

8. **Standard of Workmanship**

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

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

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

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

10. **Right of CITY to Inspect Records of CONSULTANT**

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

11. **Confidentiality of Material**

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

12. **No Pledging of CITY’s Credit**

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

13. **Ownership of Material**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.
CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. **Hold Harmless/Indemnification**

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

15. **Insurance Requirements**

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

16. **No Third Party Beneficiary**

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

17. **Notices**

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

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

**To CONSULTANT:**
CSG Consultants, Inc.  
Attn: Merrill Buck, P.E.  
1700 So. Amphlett Blvd., 3rd Floor  
San Mateo, CA 94402

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__________________________    By__________________________
City Clerk                      City Manager

CSG CONSULTANTS, INC. ("CONSULTANT")

By__________________________

APPROVED AS TO FORM:

______________________________
Name/Title

______________________________
City Attorney

By__________________________

______________________________
Name/Title
Exhibit A

Scope of Services for Design of the Pavement Rehabilitation 2014
Public Works Project #ST-13/05-14

1. General
The City of Sunnyvale is seeking professional services for design and preparation of two bid packages for the Pavement Rehabilitation 2014 Project at various locations throughout the city. The scope of work generally includes: project management, preliminary design, design, preparation of bid documents for Public Works competitive bidding, construction cost estimates, schedules, and compliance with all applicable rules, regulations, codes and laws. 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 of both construction contracts. 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.

2. Project Location and Description
The Pavement Rehabilitation 2014 project is located at various street segments in the City of Sunnyvale, California. A list of proposed streets is provided in a table following this Scope of Services exhibit. Consultant and City may propose substitutions or modifications to the list, for City approval, during the site evaluation phase of the project, noting that the modified street list shall result in revised construction cost estimate that approximated the value of the original list.

The improvements will consist of pavement rehabilitation, resurfacing, or reconstruction of roadway segments. Improvements will also include construction of missing and/or damaged concrete curbs, gutters, sidewalks and ADA compliant curb ramps at intersections.

Consultant will consider feasible resurfacing alternatives including but not limited to mill and pave, wedge grind and overlay, slurry sealing and microsurfacing. Pavement recycling shall be considered including but not limited to Cold-In-Place Recycling.

Consultant shall perform necessary civil engineering work, visual inspection, land surveying, geotechnical core sampling, deflection testing, and related work necessary to recommend the most effective and cost efficient rehabilitation methods, and prepare construction bid documents in accordance with the City’s Standards, specifications and procedures.

Consultant will prepare two bid documents and bid out the project in two phases. Phase 1 will include project areas that the consultant recommends for pavement repair involving mill and pave, wedge grind and overlay, dig-outs, reconstruction or recycling. Phase 2 will include project areas that the consultant recommends for pavement repair with application of slurry sealing, microsurfacing or other recommended finish seals.
3. Consultant Services
The intent of this consultant services contract is to help ensure that constructed improvements are suitable for all designated uses. The Consultant’s work shall include, but is not necessarily limited to the following:

A. Project Management
The consultant will be the primary responsible party for managing the project’s schedule and the contract budget. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Two weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

Consultant’s own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

The consultant shall host an FTP site throughout the project’s duration for electronic file sharing.

B. Preliminary Design

Project Kick-Off Meeting
Consultant will attend a kick-off meeting at the City and prepare a meeting agenda. The meeting shall cover the scope of work, schedule, budget, and all work related to the project. The consultant shall prepare minutes of meetings and distribute to all parties.

Site Evaluation
Perform field inspections to:
- Verify record drawings and other data.
- Identify areas of structural damage to existing AC pavement needing either localized repair/reconstruction or overlay.
- Identify areas that will require base repair, crack repair, sealing and application of slurry seal or microsurfacing or other sealing applications.
- Identify damaged curb and gutter, sidewalk/curb ramps to be installed.
- Create a photo log of key project areas.

Consultant will coordinate field work with the City’s Project Manager in the event they want to be present during inspection(s).

Utility and Governmental Agency Coordination
Consultant will coordinate with the utility agencies throughout the design phase. If the proposed improvements interfere with the existing utilities, consultant will arrange for potholing. Consultant will obtain any agency or utility permits required for construction.

Additionally, Consultant shall coordinate with the Santa Clara Valley Transportation Authority (VTA) and the US Postal Service for construction impacts, or issues on existing bus or mail route services.
Base Sheets
Consultant shall prepare base sheets that show existing manholes and utility covers. The Base sheets will be utilized for the design of the street rehabilitation/overlay, signing and striping plans.

Pavement Evaluation Review/Design
Consultant shall conduct necessary analyses and investigations to provide sound recommendations for pavement rehabilitation options and associated requirements. This will include the following:

- Update the GIS Mapping module within the City’s StreetSaver Pavement Management Program by linking all street segments. Perform a project-level treatment and timing assessment on all streets with a PCI score less than 50.
- Obtain pavement analysis through geotechnical cores and testing. Consultant shall determine the appropriate number of cores and tests to perform so the existing conditions can be documented. The consultant shall record the pavement thicknesses and determine whether or not reinforcing fabric exists in sections recommended for grinding.
- Assess data and evaluate methods for rehabilitation.
- Consider pavement recycling rehabilitation strategies and recommend to the City the most feasible and cost effective strategies.
- Prepare alternatives analysis with the cost breakdowns for pavement rehabilitation alternatives, including comparisons based on projected life.
- Present and discuss recommendations with City.

Submittals at Preliminary Design level:
- Cover Sheet, Plan sheets with base mapping, and detail sheets
- Geotechnical Report, Pavement Design Report
- Information regarding necessary permits and R.O.W. issues

C. Design
Design and prepare complete plans, technical specifications, and special provisions for the project.

Consultant will determine if the project construction activities are covered under the NPDES Construction General Permit. If covered under NPDES Construction General Permit, consultant will prepare a brief memo outlining requirements.

Plans: 30%, 75%, 100% and Final Plan Submittals
All plan types will be in conformance with the City of Sunnyvale format, the latest applicable design/drafting standards and other standards and shall incorporate the City of Sunnyvale title block on all plan sheets.

Consultant will prepare and submit plans to the City and utility agencies at 30%, 75%, 100% and final completion. Plans shall be 24” x 36” sheets, unless otherwise required for utility agencies. Type shall be blacklined bond paper. Consultant shall submit six (6) sets of plans to the City for each submittal.
**Project Management Meetings**
Consultant will perform all project management services during the course of the project as required to complete its contract work (i.e. General Project Coordination, Preparation of Schedule, Quality Control, Progress Reporting, Subconsultant Management and budget control).

To ensure understanding of the contract objectives and coordination between the team, meetings between the City and Consultant will be held at each of the submittals (30%, 75% and 100%). Project objectives, schedule and any other issues will be discussed and resolved or assigned for follow-up.

At progress review meetings, consultant will bring copies of any City’s review comments, along with return of mark-ups, completed plans, specifications, estimate and updated schedule and budget for submittal.

**Cover Sheet** will include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information and legend of symbols.

**Typical Cross Sections** will show right-of-way lines, dimensions between curbs, existing pavement surface and curb/gutter, existing roadbed, proposed improvements and grading/cross slope. Pavement cross slope should be kept at 2% optimal; however, cross slope may vary from 1% to 5% as needed for grade and to minimize reconstruction.

Construction notes related to proposed improvements shall be included on this sheet. Cross sections will be discussed with the City at the 30% and 75% submittal to identify potential problems.

**Roadway Rehabilitation Plan** will show all existing improvements, as shown on the Base sheets and all manholes and utility covers, meter boxes, survey monuments etc.). Proposed work will indicate limits of removals and replacements and cold planing limits, street overlay and rehabilitation areas, adjustment of manholes, vaults and valves to grade. Plans also shall indicate removal/replacement of curbs, gutters, sidewalks, access ramps, driveways, bus pads, parkway/curb drains where necessary and protection of existing facilities. Consultant shall consider and determine the need and location for the preservation of existing control monumentation and the placement of new control monumentation. At a minimum each sheet shall contain a north arrow, scale, match lines with station and sheet reference, plan and profile construction notes for all improvements on the sheet. Show existing tops of curb elevations with corresponding station and slope of curb between each grade break. For corner access ramps, provide station and elevation at Beginning of Curb Return (BCR) and End of Curb Return (ECR). Elevations also should be provided at quarter points. Dimension the distance between each quarter point and the length of the curve.

**Signing and Striping Plans** will be prepared for listed locations and intersecting streets within the proposed street improvement limits. The plans shall be segmented to minimize the number of plan sheets.

The plans will be prepared in accordance to City Standards and design criteria, Caltrans, MUTCD and Standard Plans and Specifications (latest edition).
Plans will show: proposed pavement delineation and pavement legends/arrows within the project Limits either as existing or incorporating City approved or directed modifications. Consultant shall include those areas on intersecting side streets that are within the project limits. Centerline stationing shall be shown on the plans.

D. Quantity Calculations and Cost Estimate
Consultant shall submit preliminary quantities and construction cost estimate at the 75% and 100% submittals.

E. Certification of Peer Review
Consultant shall submit certification of peer review at the 100% submittal

- Revise plans and specifications based upon Peer Review. The 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:
  “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.”

F. Project Specifications
Consultant will use the City’s standard “boiler plate” specifications, and prepare the special provisions and associated bid documents suitable for bidding and awarding of resultant construction contracts.

Consultant shall submit complete 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 the Purchasing Division. The final version of the Technical Specifications shall be submitted as a PDF.

G. 100% Submittal of Plans, Specifications, Quantities and Cost Estimate
The 100% submittal will include two (2) complete sets of: all plans, technical specifications and quantities/cost estimate for final review. Minimal corrections may not be needed, but should be expected. Plans shall be on 24” x 36” sheets. Type will be blacklined bond paper.
Final Submittal
Upon the City approval of the 100% plans submittal, consultant will submit a complete set of stamped/signed (CA Registered Civil Engineer) original plans on bond, an unbound set of stamped/signed technical specifications and quantities/cost estimate. The consultant will also submit an electronic copy of all final AUTOCAD drawings (with x-refs and plot configuration files), technical specifications and quantities/cost estimate on CD-ROM and pdf files.

City’s current Pavement Rehabilitation 2013 construction project demonstrates the City’s latest template for pavement rehabilitation projects.

H. Bid and Construction Support
Consultant shall provide post design services to the City during the bidding and award phases, and throughout the construction period of Phases 1 and 2. The post design services shall include at a minimum, the following:

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Participate in the final inspection and development of punch lists.
4. Respond to RFIs, which includes clarifying or providing revisions or additional detail there necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
5. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
6. Review proposed substitutions, if any, for conformance to plans and technical specifications.
7. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
8. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
9. Participate in the “Lessons Learned Meeting” with all parties at the end of the project.
## Pavement Rehabilitation Project Locations

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ctr, e/s, s/s, n/s, w/s, elec Center, east side, south side, north side, west side, electrolier
City of Sunnyvale
Pavement Rehabilitation 2014 - Schedule

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# Exhibit B

## City of Sunnyvale - Pavement Rehabilitation 2014
Public Works Project #ST-13/05-14

### COST PROPOSAL AND RESOURCE ALLOCATION - September 18, 2013

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<tr>
<th>Task Description</th>
<th>Merrill Buck (Principal Engineer)</th>
<th>Ed Sinick (Principal Engineer)</th>
<th>Deryk Dauglignan (Senior Engineer)</th>
<th>Mehdi Sharifi (Associate Engineer)</th>
<th>Allan Symon (Assistant Engineer)</th>
<th>Ella Balier (Design Supervisor)</th>
<th>Son Hung (Engineering Technician)</th>
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<td>80</td>
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<td></td>
<td>100</td>
<td></td>
<td>$16,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL FOR ALL TASKS:</td>
<td>228</td>
<td>44</td>
<td>580</td>
<td>340</td>
<td>360</td>
<td>100</td>
<td>320</td>
<td>1,972</td>
<td>$273,540</td>
</tr>
</tbody>
</table>

**Assumptions:**
1. No right of way acquisition is required. The City's GIS map will be used to display property and ROW alignments.
2. Project environmental documents are assumed to be CEQA (Categorical Exemption). NEPA (Categorical Exclusion) is not necessary.
3. Caltrans permitting by City staff with CSG providing drawings and permit application.

CSG Consultants, Inc.
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9/18/2013
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 Consultant’s 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.