

ATTACHMENT 1

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND WATER WORKS ENGINEERS, LLC FOR THE LAWRENCE EXPRESSWAY SANITARY SEWER REHABILITATION INITIAL PROJECT

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and WATER WORKS ENGINEERS, LLC ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for design and preparation of bid documents and construction support for a project known as Lawrence Expressway Sanitary Sewer Rehabilitation Initial Project; 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 Mike Fisher, 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. Contract Term

The term of this Agreement shall be for one year beginning on the date of contract execution and in accordance with the terms specified in Exhibit "A", unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

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, and shall include services as identified in Exhibit "A" in the amount of One Hundred Ninety Four Thousand Thirty Six and No/100 Dollars (\$194,036.00) for the duration of the contract, as well as additional or optional services in an amount not to exceed Seventy Nine Thousand Two Hundred Twenty and No/100 Dollars (\$79,220) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Seventy Three Thousand Two Hundred Fifty Six and No/100 Dollars (\$273,256.00) 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.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

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 designs, design concepts, presentations, evaluations, 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 sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Nate Scribner
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: WATER WORKS ENGINEERS, LLC
Attn: Mike Fisher
1322 Blue Oaks Blvd, Suite 300
Roseville, CA 95678

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. 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 business days after mailing.

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 shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer 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.

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

- A. 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. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory 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.
- B. 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.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

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 in writing and signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

WATER WORKS ENGINEERS, LLC
("CONSULTANT")

By _____
City Attorney

By _____

Name/Title

EXHIBIT “A”
SCOPE OF WORK

Lawrence Expressway Sanitary Sewer Rehabilitation – Initial Project

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering firms to provide professional services for design and preparation of bid documents and construction support for the Lawrence Expressway Sanitary Sewer Rehabilitation – Initial Project. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

This project is for construction of the “Immediate Repairs” identified in the Lawrence Expressway Sanitary Sewer Trunk Main Rehabilitation Initial Project White Paper dated May 9, 2016. The Immediate Repairs include Structural CIPP lining, installation, rehab, modifications, and raising covers of manholes, heavy cleaning, light cleaning, and CCTV inspection, generally consistent with Approach 1, Emergency/Immediate Projects (years 1-2) of Appendix D.1 of the referenced White Paper.

B. Location

The project will occur at various locations along the Lawrence Expressway Sanitary Sewer Trunk Main between Homestead Road and the City of Sunnyvale Water Pollution Control Plant (WPCP).

C. Existing Conditions

The Lawrence Expressway Sanitary Sewer trunk main was originally installed in 1953 with a life expectancy of approximately 50 years. The line increases in size from 15” at Stevens Creek Boulevard to 48” near the WPCP. It has been impacted by corrosive sewer gases over the years and structural defects have been found during a condition assessment of the line. The majority of the manhole entry points are located in traffic lanes or at busy intersections requiring extensive traffic control and limited working hours for access. Additionally, Lawrence Expressway is a multi-lane major traffic thoroughfare that runs north and south through the east side of the City of Sunnyvale and portions of the City of Santa Clara. It is a County route and the right of way is controlled by the County of Santa Clara.

III. Consultant Scope of Services

The consultant will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below.

A. Project Management

The consultant will be the primary responsible party for managing the project’s schedule and consultant contract budget. In addition, the consultant is expected to attend a design kickoff meeting as well as meetings for each progress submittal and prepare

action item logs for subsequent follow-up. 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. Three 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.

E-Builder license and training: The selected consultant will be required to use e-Builder™ software and protocols included in that software during this project. Consultant is responsible for sending one representative to attend one 2-hour City-provided training session. City will provide consultant one e-Builder software license for the duration of the project. E-Builder software shall be utilized for all project management documentation and correspondence. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant.

B. Design Development

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies and other stakeholders will also be consultant responsibility.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents.

1. 30% Submittal: Submit 2 sets of 24" x 36" and 4 sets of 11" x 17" hardcopies.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
 - b. Cut sheets for equipment/appurtenances.
 - c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
 - d. Project schedule update.

- e. 30% construction cost estimate.
 - f. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
 - g. Table of Contents list for technical specifications.
 - h. Assumptions
 - Consultant shall utilize design base mapping provided by the City, including 1-ft elevations contours, 2015 aerial photography, and planimetry data, as the basis for plan production and subsequent design submittals
 - Consultant shall identify gaps in base mapping (if any) and make recommendations for completion of additional optional base mapping as described in B.2.i.1.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit 2 sets of 24" x 36" and 4 sets of 11" x 17" hardcopies.
- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - Technical specifications, with the first section including the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of materials requiring warranties, and associated warranty periods
 - c. Project schedule update.
 - d. 75% construction cost estimate in the form of the bid schedule.
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
 - f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
 - g. Other supporting documentation as necessary.
 - h. Assumptions
 - Consultant shall complete office geotechnical analysis to provide design basis for improvements. Services shall include:
 - Site observation of each proposed manhole location;
 - Records search through Sunnyvale's Building and Safety Department for pertinent geotechnical studies;
 - Compilation of Log of Test Borings for Caltrans structures that cross the alignment;
 - Compilation of relevant subsurface information through Geotracker and Envirostor;
 - Up to four radius searches using EDR to obtain potential environmental (hazardous materials) information along areas of the alignment that are or have been industrialized;
 - Preparation of a report documenting the findings of this study.
 - Consultant shall identify geotechnical areas of concern (if any) related to the potential for subsurface contamination or difficult excavation conditions that potentially create a significant risk to "change in conditions" claims during construction that cannot be mitigated

through technical specifications and drawings and recommend optional geotechnical field work and analysis as described in B.2.i.2.

- Consultant shall identify utility conflicts of concern that could be eliminated with pot-holing (if any), and make recommendation for completion of optional field pot-holing services as described under Task B.2.i.3.

i. OPTIONAL SERVICE(S)

1. Base Mapping Survey of Select Locations

- Consultant shall complete limited field and office survey to fill base mapping gaps identified during 30% phase of work. Services shall include design level topographic base mapping, utilizing conventional survey or 3D scanning (eliminating the need for traffic control and street access) for up to quantity ten (10) manhole replacement locations. Assumed mapping area from center of road to edge of right of way.

2. Geotechnical Field Work and Analysis

- Shallow boring (~5 to 10' deep) at up to quantity three (3) locations where new manholes are anticipated.
- Complete field and office work to provide
 - R value of pavement section at each location
 - Road section (soil type and depths)
 - Groundwater depth (if reached)
 - Lab analysis of soil sample from each location to confirm excavated material disposal requirements.

3. Utility Locating

- Vacuum Excavation (potholing of potential utility conflicts)
 - Vacuum excavate 16 pothole locations to confirm underground utilities per conceptual 30% drawings. Backfill potholes with class II aggregate and repair 16 asphalt locations with cold permanent patch.
 - Asphalt repairs will be 1' x1' only or size of potholes with cold permanent patch hot asphalt restoration not included.
 - Pricing assumes eight hour working window and night work.
 - Work is assumed to be outside of surface "paint" areas of roadway and paint removal and replacement is not included.
 - Permit fees will be billed to and paid directly by City.
- Alternate Utility Locating Options
 - If Vacuum Excavation is deemed not feasible or if alternative methods are better suited based on site specific conditions identified during 30% design (i.e. ground penetrating radar, sonde locating, etc.), Consultant shall present option to Client for approval in lieu of vacuum excavation.

3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit 2 sets of 24" x 36" and 4 sets of 11" x 17" hardcopies.

a. 100% plans

- Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. 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.”

- b. 100% specifications
 - Reviewed bid instructions
 - Finalized technical specifications
- c. Project schedule update.
- d. 100% construction cost estimate.
- e. Responses to the City’s review comments on the 75% submittal, along with return of mark-ups.
- f. Other supporting documentation as necessary.

C. Bid Package

The bid package shall be finalized upon incorporation of the City’s final comments from the 100% submittal.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

- 1. One hard copy of full sized plans (24” x 36”), stamped and signed on each sheet by the Engineer of Record and by discipline.
- 2. One hard copy of the specifications, printed single-sided only.
 - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
- 3. Final project schedule update.
- 4. Final construction cost estimate.

D. Bidding Services

Consultant will attend a pre-bid meeting, respond to all bidder’s requests for information (RFIs), and support the City’s coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers’ communications will be directed through the City’s Purchasing Officer.

E. Construction Support Services

The City’s construction management team will have primary responsibility for construction management and inspection. The consultant’s point of contact will be the City’s construction manager, not the contractor.

The following is a list of services and submittals required.

- 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. Attend 3 periodic construction progress meetings.
- 4. Participate in the final inspection and development of punch lists.
- 5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
- 6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- 7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
- 8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).

9. 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.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction
 - Lawrence Expressway Sanitary Sewer Trunk Main Rehabilitation Initial Project White Paper: May 9, 2016
 - Lawrence Station Road Trunk Sewer: SS-108
 - Rehabilitation of Manholes, Lawrence Trunk Sewer: UY-02/05-03
 - Arques Manhole Modifications, Plans, Sections and Details; 12/97
 - Lawrence Expressway Trunk Sewer Main Evaluation Report: May 9, 2012
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary. <http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- Bench marks for vertical control are listed on the City's website: <http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>
- City standard specifications and details are available on the City's website: <http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- One (1) foot elevations contours (AutoCAD)
- Planimetry data (as available) from City of Sunnyvale, Santa Clara and Cupertino (AutoCAD)
- Aerial photographs from 2015 (.SID format)
- City standard plan cover sheet (AutoCAD)

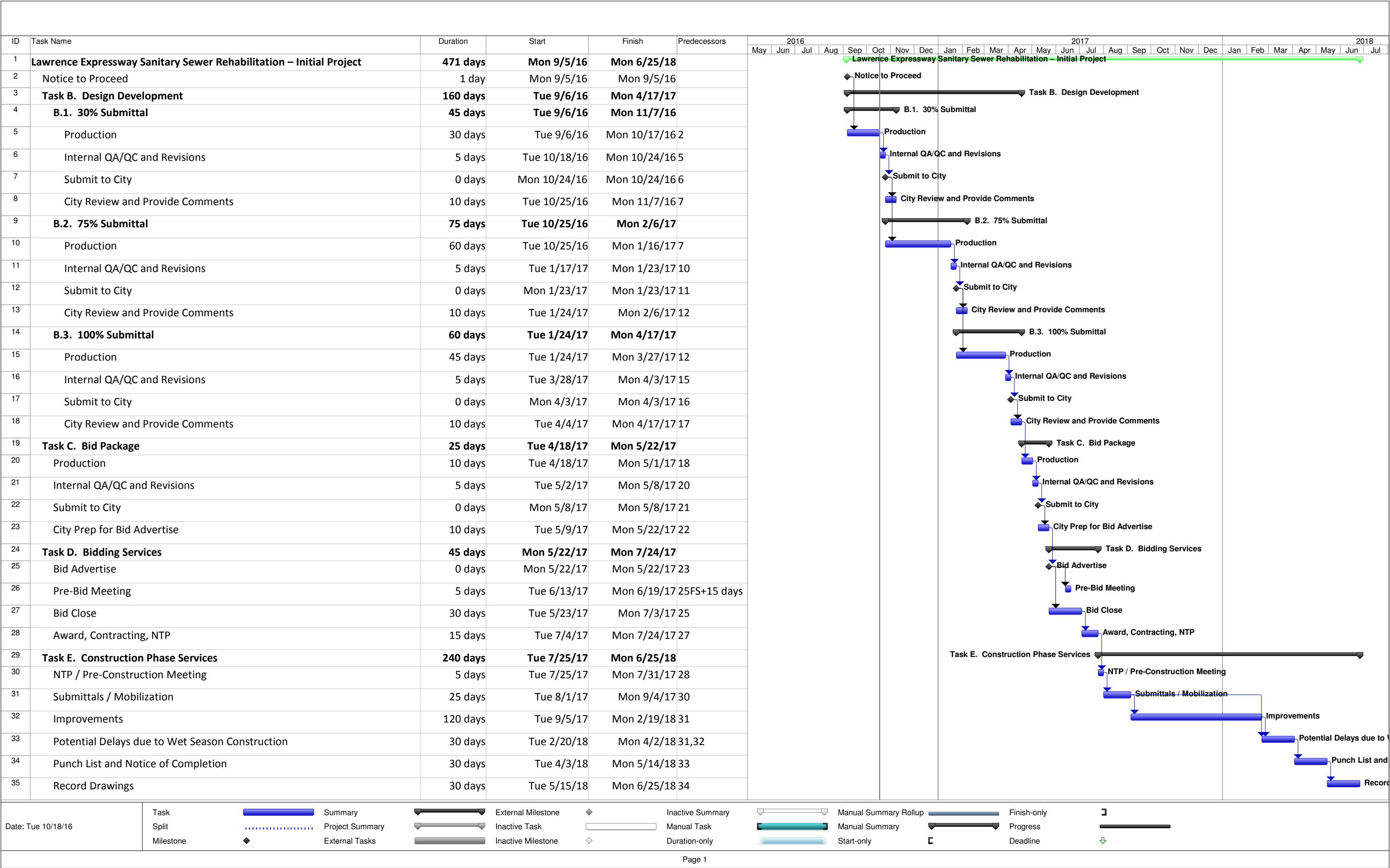


EXHIBIT "B"

COMPENSATION SCHEDULE

City of Sunnyvale

Proposal for: Lawrence Expressway Sanitary Sewer Rehabilitation – Initial Project

Consultant's Name: Water Works Engineers, LLC

Tasks		Labor									Subconsultants ⁽¹⁾			ODCs ⁽²⁾	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Project Manager	QA/QC	CM Review	Project Engineer	Staff Engineer	CADD Designer	Admin	Total Hours	Total Labor Costs	Survey	Geotech..	Utility Locate	Other Direct Costs	Total Fee
		Mike Fisher	Sami Kader	Steve Hooper	Varies	Varies	Perry Webster	Varies			Andregg	CGI	Exaro		
		\$186	\$215	\$159	\$159	\$117	\$128	\$92			LS	LS	LS		
A	Project Management (including e-Builder)	64	-	-	-	-	-		64	\$11,904	-	-	-		\$11,904
B.1	30 % Design	20	4	2	54	72	72	2	226	\$31,308	-	-	-	\$125	\$31,433
B.2	75% Design	16	4	2	60	80	140	2	304	\$41,158	-	\$19,500	-	\$350	\$61,008
B.3	100% Design	12	4	2	50	72	100	4	244	\$32,952	-	-	-	\$350	\$33,302
C	Final Submittal	8	4	8	20	40	40	2	122	\$16,784		-	-	\$350	\$17,134
D	Bidding Services	8	-	-	12	16	4	2	42	\$5,964	-	-	-	\$125	\$6,089
E	Construction Phase Services	40	-	8	60	80	40	2	230	\$32,916	-	-	-	\$250	\$33,166
	Proposal Subtotal	168	16	22	256	360	396	14	1232	\$172,986	\$0	\$19,500	\$0	\$1,550	\$194,036
	Optional Services														
B.2.i.1	Base Mapping Survey of Select Locations	2	-	-	4	-	16	2	24	\$3,240	\$30,000		-	-	\$33,240
B.2.i.2	Geotechnical Field Work and Analysis	2	-	-	16	-	-	-	18	\$2,916		\$24,000	-	-	\$26,916
B.2.i.3	Utility Locating	2	-	-	4	16	-	2	24	\$3,064	-	-	\$16,000	-	\$19,064
	-----	-	-	-	-	-	-	-	0	\$0	-	-	-	-	\$0
	-----	-	-	-	-	-	-	-	0	\$0	-	-	-	-	\$0
	Total Optional Services	6	0	0	24	16	16	4	66	\$9,220	\$30,000	\$24,000	\$16,000	\$0	\$79,220
	Total Including Optional Services	174	16	22	280	376	412	18	1,298	\$182,206	\$30,000	\$43,500	\$16,000	\$1,550	\$273,256
	Notes:														
1	Subconsultants fees shown include a 5% markup.														
2	Project related direct costs and expenses, other than subconsultants, include no (0%) markup.														
3	An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.														
4	Rate effective through December 31, 2016. A 3% increase will be added for any services performed in each year thereafter.														

EXHIBIT "C"

INSURANCE REQUIREMENTS

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 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits 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.

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** policy shall 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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not 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.