

DRAFT

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND V&A
CONSULTING ENGINEERS FOR MARY-CARSON WATER TANK INTERIOR
REFURBISHMENT**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and V&A CONSULTING ENGINEERS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for design, preparation of bid documents, services during construction and other services for a project known as "Mary-Carson Water Tank Interior Refurbishment".

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 Manual Najar 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 One Hundred Forty Six Thousand Five Hundred Fifty Nine and No/100 Dollars (\$146,559.00) 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: V&A CONSULTING ENGINEERS
 Attn: Manual Najar
 155 Grand Avenue, Suite 700
 Oakland, CA 94612

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 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

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

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

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

V&A CONSULTING ENGINEERS
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

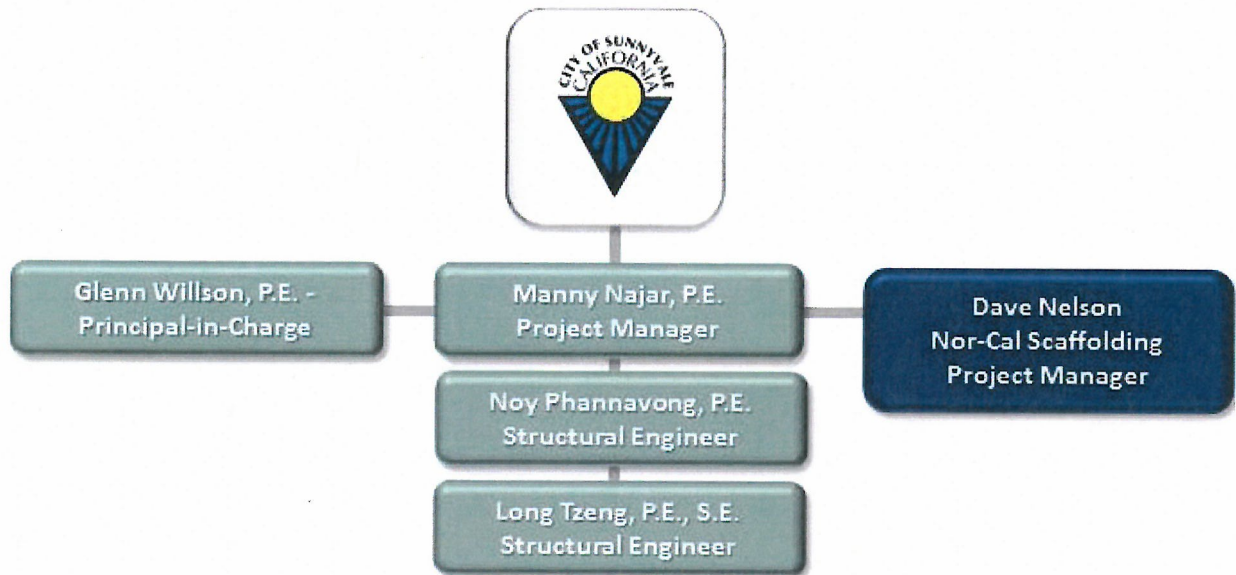
City Attorney

By _____

Name/Title

4. Proposed Project Management Team

V&A has always made it a priority to meet the needs, objectives and requests of its clients and to staff projects with qualified, professional and responsive employees. Each proposed team member has experience with water and wastewater structural engineering and coatings and lining systems as well as infrastructure preservation experience. That experience and expertise will be invaluable to the City in delivering the water tanks' interior refurbishment services for this contract. The following organizational chart shows the reporting relationships.



Our proposed **Principal-in-Charge - Glenn H. Willson, P.E.** is a registered Corrosion and Civil Engineer in California with more than 30 years of experience in cathodic protection, coatings and condition assessment engineering for municipal infrastructure. His experience includes protection of tanks and storage systems and potable water/wastewater transmission lines for municipal and private owners. Glenn is also experienced in the evaluation of existing cathodic protection, coating systems, pipeline and tank rehabilitation and construction inspection.

Project Manager - Manuel Najjar, P.E. is the Practice Leader for Coating System Management and brings more than 12 years of coatings experience. Manuel has been involved with the condition assessment of coating and lining systems for metal and concrete structures including digesters, pipelines, tanks and other appurtenances for water and wastewater facilities. He is a registered California Chemical Engineer and a NACE Level 2 Coatings Inspector. Manuel has been involved with plant-wide coating systems management plans and prepared the standard coating design specifications for multiple municipalities.

Structural Engineer - Noy Phannavong, P.E. is the Practice Leader for Structural Evaluations. Over the past six years, Noy has been involved in water and wastewater infrastructure rehabilitation projects. His duties for these projects include planning and managing projects from start to finish, performing confined space entry investigations, collecting and analyzing data and preparing deliverables such as technical reports, plans and specifications. He is well versed with data analysis spreadsheets and several software programs for structural analysis, computer-aided design, drafting and project management.

Structural Engineer - Long Tzeng, P.E., S.E. has more than 35 years of structural engineering experience for a public agency, EBMUD, and for an engineering consulting firm with expertise in water and wastewater infrastructure. In addition to expansion and rehabilitation work, he has had experience in investigation and seismic retrofit projects throughout Northern California. Long's projects have all required compliance with earthquake regulations. He has proven experience to manage a wide range of structural engineering work and provides a proactive client-responsive approach to project management.

Subconsultants

Our Subconsultant for this project is as follows:

Nor-Cal Scaffolding, Inc.

2450 Williams St, San Leandro, CA 94577
(510) 635-6220

Project Manager for Nor-Cal Scaffolding - Dave Nelson has over thirty five years experience in scaffolding and construction management. Dave brings his valuable skills in project estimating, project design and planning. Dave specializing in large multi-phase projects and oversees the entire process from start to finish and is responsible for all aspects, including operations, workers' safety as well as compliance with Federal and State Regulatory Laws.

Team Continuity

Our team members have experience working together and know the conditions within the City's service area. Having worked on similar projects in San Jose, Palo Alto and Millbrae, V&A's team of Coatings and Structural Engineering experts know how to deliver this project from start to finish so that we can meet the City's expectations for quality, competence and responsiveness. With a fully staffed office located in Oakland, V&A has the depth of resources and talent to commit to this project to achieve the City's goals and objectives. V&A has the capability to add or reduce staff as needed throughout the duration of the project.

V&A Consulting Engineers, Inc. (V&A) has assembled an experienced team of Structural Engineers and Coating Systems Specialists that can provide technical expertise for evaluating, refurbishing and maintaining the Mary-Carson Water Tanks for the City of Sunnyvale.

Coating and lining systems are typically the first line of defense against deterioration of water, wastewater, and reclamation facilities. Over the last 30 years V&A has assisted clients navigate the choppy waters of coating assessment, specifications, third party inspection during application, and coating system maintenance. Our approach includes:

- **Evaluation and Failure Analysis:** V&A evaluates, designs, repairs, and inspects the application of various coating and lining systems for a variety of facilities. This includes application of new coating systems or the repair of existing ones, for both concrete and steel.
- **Data Collection:** First we determine what coatings are currently in use and what condition they are in. Most coating systems have a 10- to 20-year service life; in addition, many have been discontinued. We monitor the coating industry so that we know what high-quality commercially available coating systems are available. If needed, we perform confined space entry to gather data.
- **Planning and Field Supervision:** Once we develop a plan for what coatings are appropriate, we supervise the coating process. We prepare specifications and drawings for projects such as lead-containing coating removal, sanitary sewer rehabilitation, or steel potable water storage tanks re-coating. Once approved, we supervise the process in the field. We routinely work with a wide variety of coating systems such as epoxies, polyurethanes, vinyl esters, cementitious coating, and others.



Stability and Financial Strength

V&A Consulting Engineers, Inc. (V&A) is a financially stable growing company that has been in business for 35 years. V&A has been a leader in providing professional engineering services to agencies similar to the City. We are constantly looking for ways to reduce costs, provide solutions and preserve the City's facilities.

6. Project Overview and Approach

- I. Document Review Project Management
 - A. Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; and manage activities within total project budget.
 - B. Monitor project activities for potential changes, anticipate changes whenever possible, and with approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
 - C. Provide project schedules in Gantt chart format, utilizing Microsoft Project software. Four weeks for each City review will be included. Schedule updates shall be provided at all progress meetings.
 - D. Perform quality assurance/quality control over work product prepared for the City. A format, grammatical, technical, and Principal-in-Charge review will be conducted on all design documents and reports to be submitted to the City. Drawings and specifications will be reviewed for overall constructability, sustainability, energy efficiency, and low operations and maintenance costs.
 - E. Electronic files will be uploaded to a third party website (Sharefile) that can be accessed via an email link throughout the project's duration.
 - F. Manage the quality control of all work activities and project deliverables.
 - G. Attend one kick off meeting, three (30%, 75%, and 100%) progress meetings, one job walk meeting, one pre-construction meeting and five construction meetings. Prepare meeting minutes with action item logs for subsequent follow-up.
- II. Design Development – All work will be in compliance with AWWA, ASCE, NACE International, and SSPC industry standards, California building codes and regulations, and good practice for public facilities.
 - A. 30% Submittal
 1. Condition Assessment - V&A will conduct a field visit to address corrosion related concerns, protective coatings, and structural assessment of each of the tanks. V&A will provide confined space trained personnel, safety and measuring equipment and the materials that will be required to complete our assessments and during the scaffolding installation and removal. The following describes the tasks that will be performed on the tanks:
 - a. Evaluate the degree of corrosion on the tank interior and exterior surfaces per ASTM D610.
 - b. Test for the presence of mill scale at three locations and document high priority repair areas.
 - c. Obtain existing dry film thickness readings and ultrasonic thickness readings to determine if repair plates will need to be welded on the interior. UT readings will also aid in future structural modeling.
 - d. Obtain three paint samples and have them analyzed for 17 heavy metals regulated by California Title 22 hazardous materials including lead. One sample will be collected on the exterior and two will be collected on the interior surfaces.
 - e. Measure and document the existing condition of structural members, tank accessories, and appurtenances.
 - f. Optional – Exterior coating adhesion tests per ASTM D3359 Method A.
 2. Condition Assessment Report - V&A will prepare a report with the findings and recommendations based on the condition assessment. V&A will provide the City with rehabilitation alternatives



based on the specific findings and structural assessment for each of the tank assessments. A planning level opinion of probable construction cost for the coatings and structural repairs will be included in the report. Five copies of the draft report will be delivered for the City to review and comment. Five printed copies and one electronic copy of the final report will be submitted after the City's comments have been incorporated.

3. Preliminary Drawings - V&A will prepare preliminary structural design drawings for the seismic upgrade of both tanks per the California Building Code, IBC, and ASCE 7.
4. Attend progress meeting to address the City's comments on the 30% submittal. Prepare meeting minutes with action item logs for subsequent follow-up.

B. 75% Submittal

1. Prepare design drawings and details that will account for coatings and structural rehabilitation work to be performed by a general contractor and its subcontractors. Five complete sets of the construction drawings (24 inch by 36 inch) will be provided to the City.
2. Prepare specifications in CSI format and an opinion of probable cost for the tank rehabilitation design. V&A will provide digital copies of the plans in PDF format and specifications in MS Word format.
3. Attend progress meeting to address the City's comments on the 75% submittal. Prepare meeting minutes with action item logs for subsequent follow-up.

C. 100% Submittal: All issues, prior comments, and concerns will be addressed in this submittal. Submit five sets of 24" x 36" hardcopies and one electronic copy.

1. Submit 100% plans and specifications with the City's 75% comments incorporated.
2. Submit 100% construction cost estimate.
3. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
4. Submit a peer review form with the statement and signature on the cover sheet.
5. Submit comments on the bid instructions prepared by the City
6. Submit comments on the finalized special provisions prepared by the City
7. Prepare finalized technical specifications and list of submittals
8. Project schedule update
9. Other supporting documentation as necessary
10. Attend progress meeting to address the City's comments on the 100% submittal. Prepare meeting minutes with action item logs for subsequent follow-up.

III. Bid Package

- A. Incorporate the City's comments on the 100% submittal, including incorporation of all other agencies/department comments, including the City's Building Division.
- B. Submit one printed copy 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.
 3. Special provisions.
 4. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
 5. Final project schedule update.

6. Final construction cost estimate

IV. Bidding Services:

- A. Attend Pre-Bid meeting or site walk with the City. Prepare summary of questions and action items for follow up.
- B. Respond to bidder's technical 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.

V. Construction Support Services

- A. Coordinate with the City's construction management team on responding to issues.
- B. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. The information will address the following: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- C. Attend the pre-construction meeting.
- D. Attend up to 5 periodic construction progress meetings.
- E. Participate in the final inspection and development of punch lists.
- F. 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.
- G. Review and respond to submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- H. Review proposed substitutions, if any, for conformance to plans and technical specifications.
- I. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- J. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD 2012. One 24" by 36" draft of the Record Drawings will be submitted on bond paper for the City to review and comment. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
- K. Participate in the "Lessons Learned Meeting" with all parties at the end of the project. Prepare a 10 minute presentation.

Approach

The V&A team will assess all key elements during the condition assessment phase with the goal of providing the City with a comprehensive design that will minimize change orders during construction. It is V&A understanding that each tank will be dewatered separately and will require a separate mobilization. A temporary scaffold system will be used to get detailed data and measurements of the structural components at the ceiling. V&A will provide confined space support for the subcontractor during the installation and dismantling of the scaffolding. Critical design issues will be addressed in the Condition Assessment Report and will be discussed during the 30% Submittal workshop. V&A will incorporate the City's review comments into



the subsequent submittals. An example of a key design element that can affect several components of the project design and construction phases involves the presence of lead in the existing coating systems.

V&A is aware that the tanks are surrounded by private residences, with the exception of the westerly boundary which abuts Vargas Elementary School. V&A will require the strictest dust control and the best practices for the containment of waste and noise that is generated during the coating operations.

V&A is committed to green building construction practices sustainability, energy efficiency, and low operations and maintenance costs. V&A will select coatings that are National Sanitation Foundation (NSF)-approved for drinking water contact and have little or no volatile organic compounds. The technical specifications will be written to provide structural repairs and a protective lining and with a minimum 20 to 30 year service life. Up to three manufacturers will be listed for each product recommendation in order to avoid sole sourcing.

Safety

As with all projects, safety is of the highest priority and is an integral part of our work. V&A has developed an independent Health and Safety program that complies with Federal and Cal/OSHA regulations. V&A's field services staff are trained in CPR/First Aid and certified for Confined Space Entry. V&A owns and maintains its own safety and monitoring equipment and vehicles are outfitted for traffic control. V&A personnel wear OSHA approved vests and hard hats Field vehicles are equipped with first aid kits, fire extinguishers and traffic control equipment, such as cones and flashers.

The most successful field tasks are those that include proper preparation, planning and anticipating the procedures for completing the evaluation. Field testing is done by qualified NACE International certified technicians and engineers who work directly under a California Registered Professional Corrosion Engineer.



Exhibit "A-1"



City of Sunnyvale RFP No. F14-61 for
Mary-Carson Water Tanks Interior Refurbishment Public Works Project No. UW-14/02-15

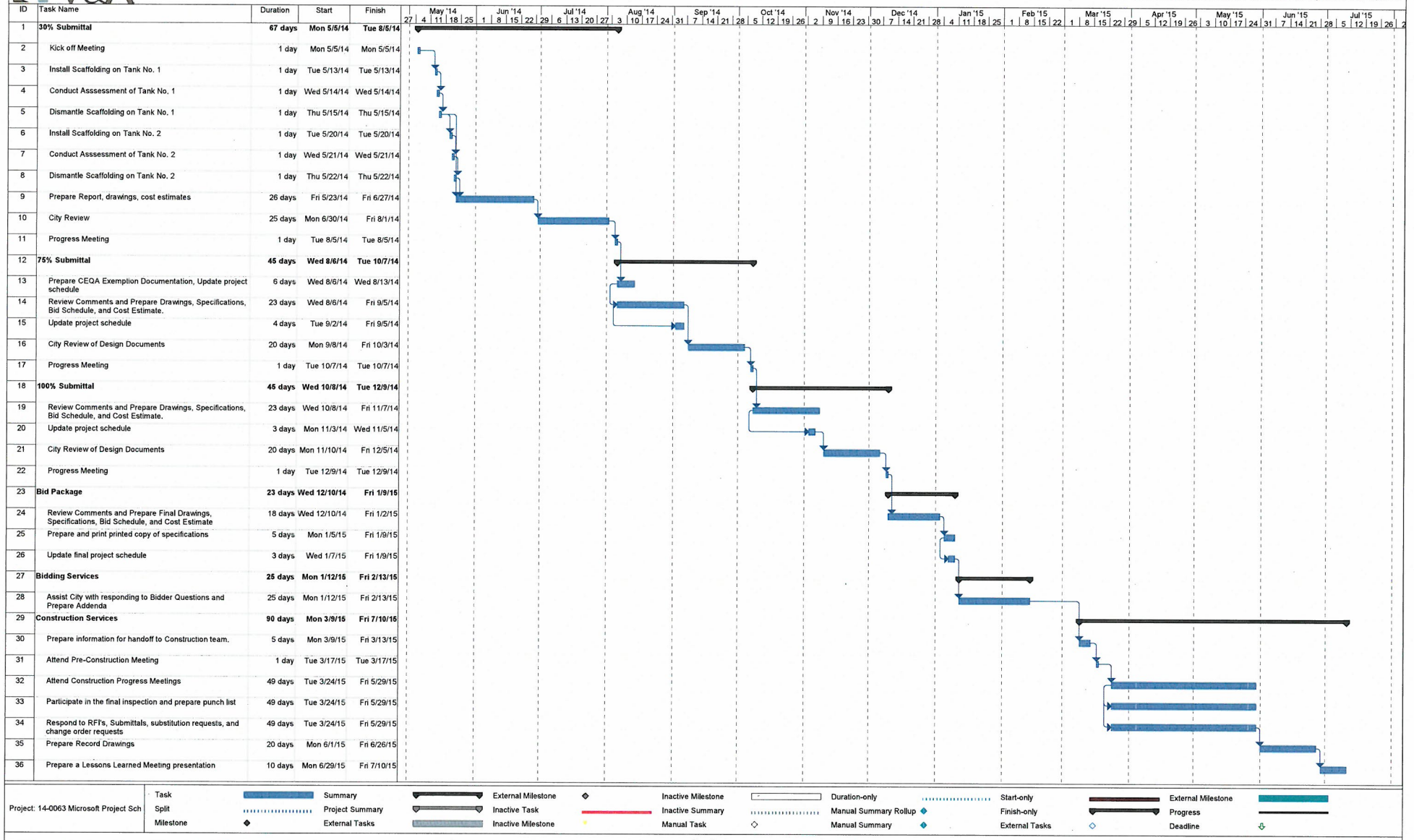


Exhibit "B"



RESOURCE ALLOCATION ESTIMATE

JOB NO: 14-0063

Date: 4/17/2014

CLIENT: City of Sunnyvale

JOB TITLE: Mary Carson Tank No. 1 and No. 2 Interior Refurbishments

Task	Description	Principal-in-Charge	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Associate Engineer	Assistant Engineer	CADD Designer	Engineering Assistant	Project Admin/Clerical	Total
1	Document Review and Project Management			16			8			8	32
2	Design Development										
	Condition Assessment	4	4	40	16	4	56		4		128
	30% Submittal	4	4	12	24	4		24	4	2	78
	75% Submittal	4	4	24	24	4	16	32	4	2	114
	100% Submittal	4	4	24	24	4		32	4	2	98
3	Bid Package	4	4	16	24	4		32	12	2	98
4	Bidding and Construction Support Services	2	2	128	40		8	16			196
	Subtotal	22	22	260	152	20	88	136	28	16	744
	Hourly	\$259	\$210	\$180	\$160	\$140	\$124	\$124	\$108	\$75	
	Total Direct Labor	\$5,698	\$4,620	\$46,800	\$24,320	\$2,800	\$10,912	\$16,864	\$3,024	\$1,200	\$116,238
	Other Direct Costs									Amount	
	Scaffolding Subcontractor(cost + 5%)			\$9,263	Lump Sum			1	Unit	\$9,263	
	Structural Subconsultant (cost + 5%)			\$15,675	Lump Sum			1	Unit	\$15,675	
	UT Measurement Gauge			\$85	per Day			2	Days	\$170	
	Truck			\$80	per Day			13	Days	\$1,040	
	Confined Space Truck and Equipment			\$120	per Day			6	Days	\$720	
	Mileage			\$0.560	per Mile			1802	Miles	\$1,009	
	Title 22 Paint Sample Analysis (cost + 5%)			\$214	per Sample			6	Samples	\$1,284	
	Office Expenses/Printing/Reproduction									\$1,160	
	Subtotal Other Direct Costs										\$30,321
	GRAND TOTAL ESTIMATED COST										\$146,559

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope and Limits of Insurance: Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.