

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND GEOSYNTEC CONSULTANTS FOR SMaRT
STATION STORMWATER MANAGEMENT SYSTEM UPGRADE PROJECT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and GEOSYNTEC CONSULTANTS, a Florida corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for the SMaRT Station Stormwater Management System Upgrade 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 Alkan Bektur 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, and shall include base services as identified in Tasks 1-8j in Exhibit "B" an amount not-to-exceed Ninety Five Thousand Three Hundred Fourteen and No/Dollars (\$95,314.00) for the duration of the contract, and optional services as identified in tasks A-C in Exhibit "B" in an amount not to exceed Fifty Four Thousand Two Hundred Forty Nine (\$54,249.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Forty Nine Thousand Five Hundred Sixty Three No/100 Dollars (\$149,563.00) 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 become property of CITY following payment in-full for the Services performed by the CONSULTANT, 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 or modification made 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: Nathan Scribner, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Geosyntec Consultant
Attn: Lisa Austin
1111 Broadway 6th Floor
Oakland, CA 94607

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

- 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 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

GEOSYNTEC CONSULTANTS
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK
SMaRT Station® Stormwater Management System Upgrade Project
Project Number PR-15-07

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 SMaRT Station Stormwater Management System Upgrade 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 the design and implementation of stormwater Best Management Practices (BMPs) for the SMaRT Station in Sunnyvale. The BMPs shall be designed to bring the SMaRT Station into compliance with the revised Industrial General Permit (Order No. 2014-0057-DWQ) that became effective on July 1, 2015 (IGP) and maintain the City's compliance with the SMaRT Station-related provisions of the Baykeeper Settlement Agreement. Improvements are expected to be consistent with the recommended alternative outlined in the SMaRT Station Feasibility Study prepared by Geosyntec Consultants and EOA, Inc., dated December 11, 2014 (Feasibility Study), and the Implementation Plan and Timeline provided to Baykeeper. The improvements generally include segregation of runoff containing higher concentrations of pollutants of concern from the facility's industrial areas for diversion to the City's Water Pollution Control Plant (WPCP) for treatment. Runoff from non-industrial areas and building roofs with concentrations below Target Levels/Numeric Action Levels would be diverted directly to the existing stormwater outfalls.

After the Feasibility Study was finalized, new provisions in the final IGP indicated that the portion of Carl Road between the scales at the entrance to the SMaRT Station and the public drop off area needed to be included in the area of stormwater segregation and diversion to the WPCP. Geosyntec Consultants and EOA, Inc. prepared a supplement to the Feasibility Study that modifies the recommended alternative to account for the additional IGP area and additional points at which industrial stormwater is discharged. For purposes of this RFP, "Feasibility Study" shall include the requirements of the Feasibility Study, the supplement, and the other settlement documents.

B. Location

The project is located at the SMaRT Station at 301 Carl Road, Sunnyvale, California, northeast of the junction of Borregas Avenue and Carl Road. The site is bordered to the east and south by the East Hill and South Hill of the Sunnyvale Landfill, respectively; to the west by the City's WPCP; and to the north by several ditches, a former Cargill salt pond (Pond 4A, currently owned by the Santa Clara Valley Water District (SCVWD)), Guadalupe Slough, and ultimately San Francisco Bay.

C. Existing Conditions

The SMaRT Station is a nine acre Materials Recovery Facility that receives and processes municipal solid waste and recyclables, processes the waste to remove recyclables, prepares recyclables for secondary markets, and transfers the remaining waste

to the Kirby Canyon Landfill in San Jose. The facility also serves as a public drop-off center for recyclables and certain universal waste items for local residents. The SMaRT Station is permitted to receive up to 1500 tons of municipal solid waste and recyclables per day.

The site includes the main processing building and administrative office building, the public drop-off center, a covered used oil collection area, a maintenance shop, and a designated storage building for hazardous wastes that are removed during load check activities. The buildings and covered areas comprise approximately forty percent of the nine acre site. The rest of the site is composed of paved access roads, parking lots, materials receiving, storage and loading areas, and some landscaping.

Stormwater is currently captured at various catch basins on the site and is released into ditches to the north and west of the SMaRT Station at multiple discharge points. From these ditches, the water is pumped via the City of Sunnyvale Storm Pump Station No. 1 into another ditch to the north where it flows into Moffett Channel, then the Guadalupe Slough, and ultimately, into San Francisco Bay.

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 three progress meetings 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. The project schedule must adhere to the schedule outlined in the Baykeeper Settlement – final bid documents must be ready by March 2017.

Consultant's own team shall 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: In the event that the selected consultant will be required to use e-Builder™ ASP software and protocols included in that software during this project, Consultant is responsible for sending one representative to attend one 4-hour City provided training session. City will provide consultant with one e-Builder software license for the duration of the project. The 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 and Construction Support Services for a Pump Station and Forcemain System (Optional Design and Construction Support Task 1)*

The conceptual design alternative recommended in the Feasibility study was a gravity conveyance system to divert runoff containing higher concentrations of pollutants of concern from the facility's industrial areas to the City's Water Pollution Control Plant (WPCP) for treatment. The gravity conveyance system is preferable on the basis of its simplicity and minimal operations and maintenance when compared to the requirements of a diversion option that utilizes a force main with associated pumping and control equipment. However, upon the completion of the initial site investigation and the preliminary design development, the Consultant may conclude that a gravity flow line is not feasible due to factors that may include: above ground space constraints due to existing structures which may limit available diversion system alignment options, below ground space constraints due to existing underground utilities or the high flow line elevation of the nearest available existing sewer main tie-in location. If the Consultant determines that site conditions preclude a gravity conveyance system, the Consultant will provide these findings with recommendations for a pump station and forcemain system to the City. Upon concurrence of the City staff with the Consultant's findings, the design development, bid documents, bidding support, and construction support services further detailed below shall include the electrical, instrumentation and control system of a complete pump station and forcemain system construction.

C. *Design of Pretreatment BMPs (Optional Design Task 2)*

The industrial process flows that will be segregated and diverted to the WPCP require permitting under the City's Pretreatment Program and compliance with Pretreatment Program requirements. The current stormwater sampling results are considered predictive and meant to inform possible future treatment requirements. At this time, based on the current sample results, the diverted stormwater is not anticipated to require additional pretreatment beyond the current BMPs in place at the site. Following construction of the diversion system, an interim discharge permit will be issued by the Pretreatment Program. Baseline Monitoring Report sampling and characterization of stormwater discharged from the completed diversion system during a storm event will be conducted by the City. The final discharge permit is contingent on the Baseline Monitoring Report sampling results and a demonstration that discharge can meet the required limits.

The Consultant will be responsible for preparing and obtaining the initial Pretreatment Program permit from the City's Environmental Services Division and for startup coordination with WPCP Pretreatment Program staff as part of the base scope of services. The "Design of Pretreatment BMPs" optional task will be for the design and selection of appropriate pretreatment devices or products to bring the pollutant levels of the constituents of concern within acceptable limits for discharge, should it be required by the WPCP based on the final sample results. Full details for the potential need for pretreatment can be found in section 3.3.4 "Pretreatment Requirements" of the Feasibility Study. Based on the 2014 Routine Stormwater Sampling Results listed in Table 7 of the Feasibility Study, the most likely pollutants that would exceed local limits and require additional pretreatment are copper and zinc.

D. *Design Development*

The Consultant shall be the Engineer of Record and responsible for design and preparation of complete plans, technical specifications, and recommended revisions to the City's special provisions for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

The design shall include everything necessary for a complete stormwater flow segregation and diversion system that will bring the SMaRT Station into compliance with the IGP and the Baykeeper Settlement Agreement and that meets the requirements of the WPCP. Based on the Feasibility Study, permitting documents and activities will include, but not be limited to the following:

- All necessary coordination, preparation and application for permitting with the WPCP and Santa Clara Department of Environmental Health
- Slug Pollutant Load Discharge Plan (in case of a spill or other release)
- A method of measuring flows (a surrogate method for calculating flows based on rainfall data from a weather station installed at the site would be acceptable)
- A Monitoring Implementation Plan in accordance with the requirements of the IGP including sampling stations at all stormwater discharge locations
- Level 1 and Level 2 Action Plans and reports as required by the IGP
- A complete list of all necessary permitting documents with a schedule indicating the timeline for permit acquisition

Based on the Feasibility Study, design will include, but not be limited to the following items which should be included in the 30% submittal:

- A new gravity diversion line around the facility for the pavement areas on the north and south sides of the facility, including junction structures as necessary
- A new separate sewer line to connect the diversion system to the WPCP
- New bypass structures to divert flows in excess of the design capacity of the diversion alternative
- A monitoring/sampling location for the flow diverted to the WPCP
- A valve to prevent flow of slug pollutant loads into the diversion line to the WPCP
- The SMaRT Station shall remain operational during construction. The design shall include requirements that the contractor minimize disruption of the operation

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, except for those associated with the Design of Pretreatment BMPs (Optional Design Task 2), where proprietary products dominate the market. Specifications shall be prepared in CSI 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with the WPCP, utility companies, regulatory agencies including the State Water Resources Control Board, and other stakeholders will also be consultant responsibility. Among

others, the design will be reviewed by the Local Enforcement Agency (LEA), which is the Santa Clara County Department of Environmental Health, for conformance with state solid waste facility requirements.

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

1. 30% Submittal: Submit 3 sets of 11" x 17" and 3 sets of 24" x 36" 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. List of necessary permits including timeline for permit acquisition
 - g. WPCP Pretreatment Program Permit support documentation
 - h. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
 - i. Table of Contents list for technical specifications.
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 3 sets of 11" x 17" and 3 sets of 24" x 36" 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
 - Special provisions, with recommended revisions in track changes format, to include 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 including WPCP Pretreatment Program Permit Application
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit 3 sets of 11" x 17" and 3 sets of 24" x 36" 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 special provisions including required submittals
 - 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. All required permits must be obtained and Monitoring and Implementation plan and Level 1 and Level 2 Action Plans must be finalized
- g. Other supporting documentation as necessary

E. Bid Package

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

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. Special provisions.
 - b. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate

F. 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.

G. Construction Support Services

The City’s construction management 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 minimum 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 one construction progress meeting.
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

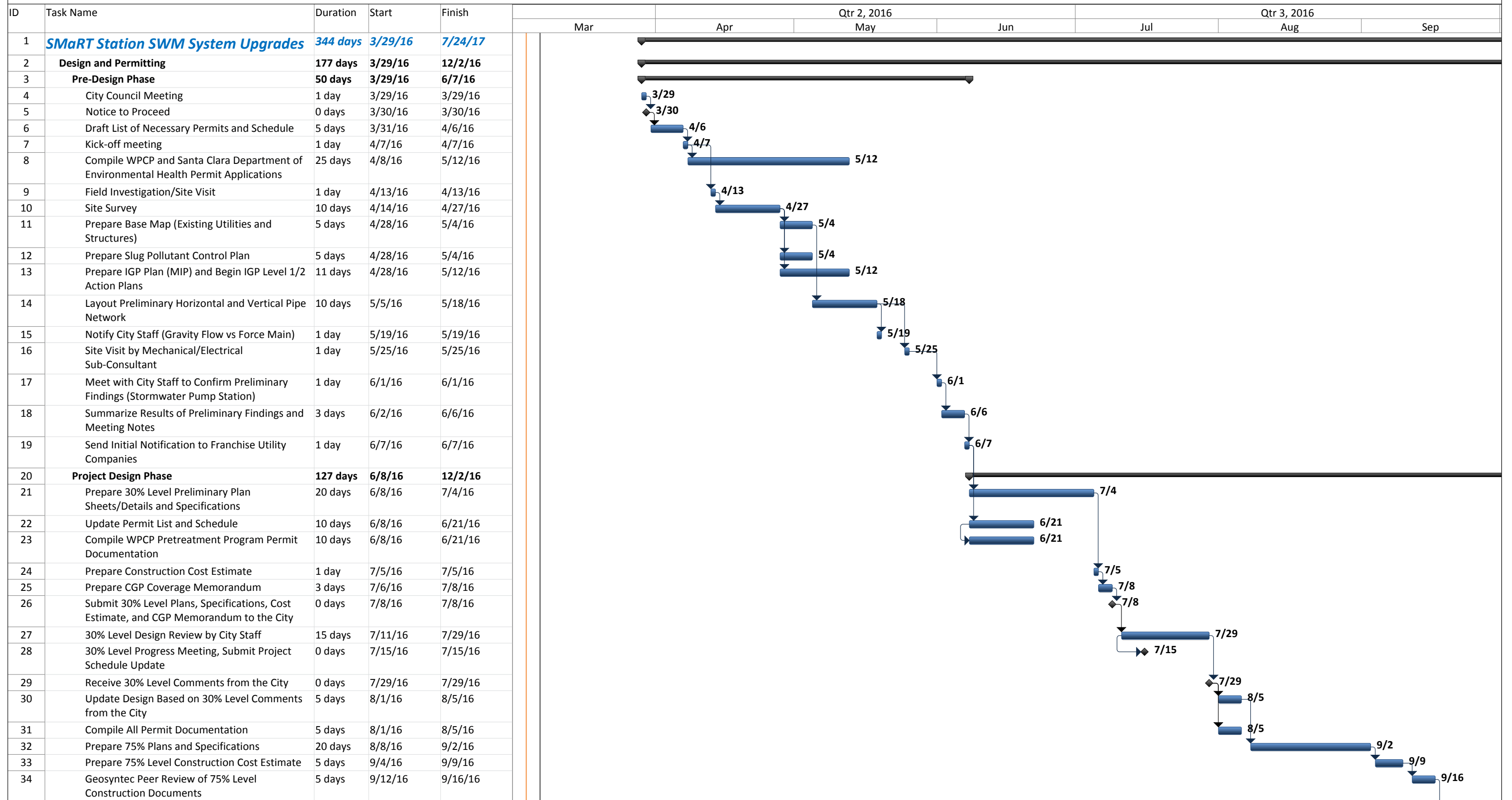
The list below is available for information only.



















- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- Geosyntec Consultants and EOA, Inc., 2014. SMaRT Station Feasibility Study. December 11.
- Addendum to SMaRT Station Feasibility Study
- Implementation Plan and Timeline
- Baykeeper Settlement Agreement
- "Stormwater Pollution Prevention Plan, Sunnyvale Materials Recovery and Transfer Station (SMaRT Station), Operated by Bay Counties Waste Services – June 29, 2015"
- 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.

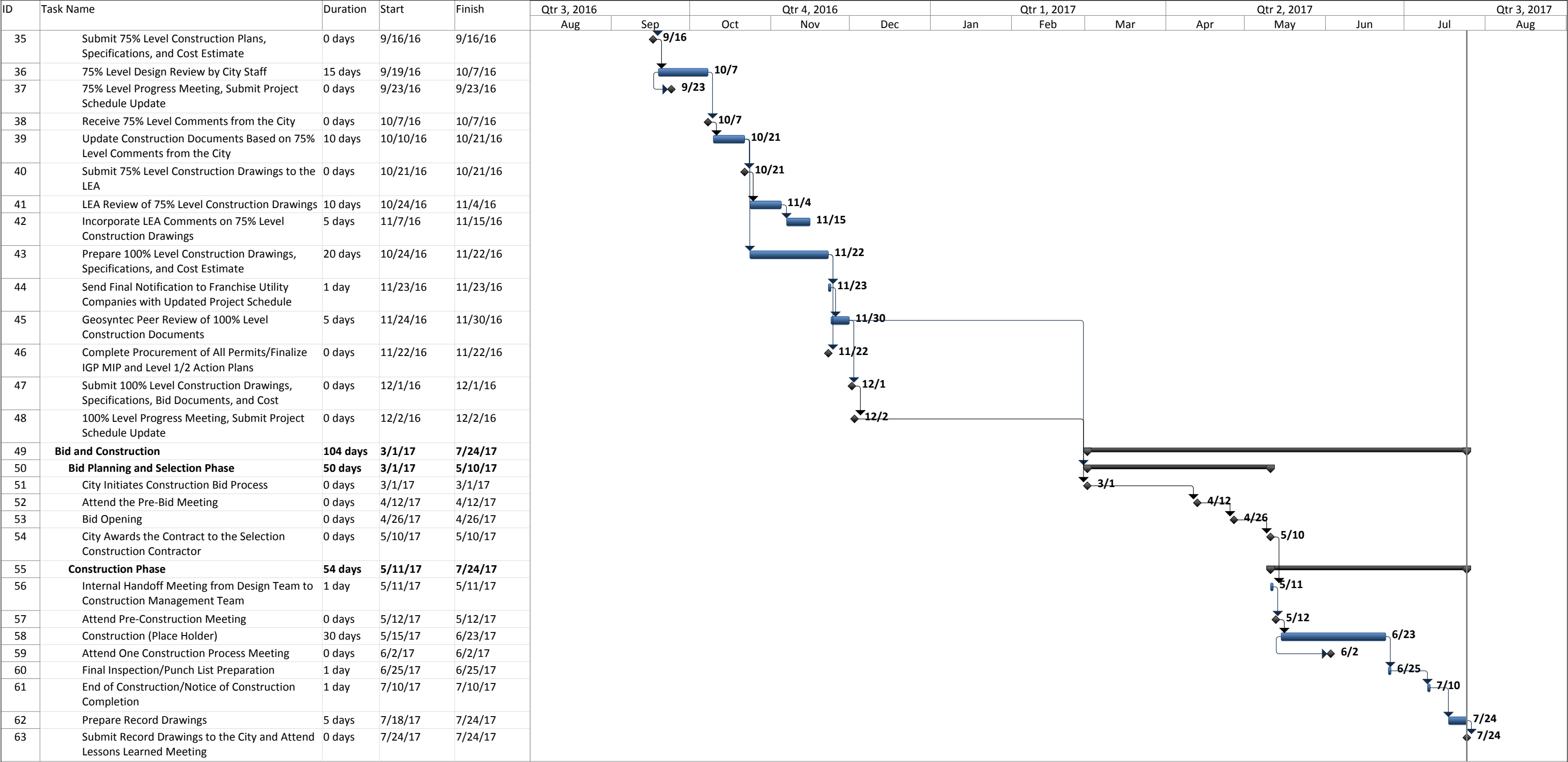
- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2011 (ArcGIS format)
- City standard plan cover sheet

City of Sunnyvale SMaRT Station SWM System Upgrade Schedule with Pump Station Design



Project: Sunnyvale SMaRT Station Project	Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only	
	Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline	
	Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress	

City of Sunnyvale SMaRT Station SWM System Upgrade Schedule with Pump Station Design



Project:
Sunnyvale SMaRT Station Project

Task

Split

Milestone

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Summary

Project Summary

External Tasks

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External Milestone

Inactive Task

Inactive Milestone

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Inactive Summary

Manual Task

Duration-only

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Manual Summary Rollup

Manual Summary

Start-only

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■

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Finish-only

Deadline

Progress

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Exhibit B
Compensation Schedule

City of Sunnyvale Request for Proposals F16-71

Proposal For: SMaRT STATION STORMWATER MANAGEMENT SYSTEM UPGRADE

14-Mar-16

Geosyntec Consultants

(Includes optional services for design and construction support for a complete pump station and forcemain system)

Tasks		Labor												Subconsultants		ODCs	Total
Task #	Task Description	Project Director, Principal	Project Manager, Senior Engineer	Technical Review/Advisor Senior Engineer	Compliance Lead, Senior Engineer	Assistant Project Manager, Engineer	Tech Support, Senior Staff Engineer	Tech Support, Staff Engineer	Tech Support, Staff Engineer	Civil Designer	Total Hours	Total Labor Costs	3% Communication Fee	Site Survey	Mechanical and Electrical	Other Direct Costs ⁽¹⁾	Total Fee
		Lisa Austin, PE	Alkan Bektur, PE	Fabrizio Settepani, PE	Adrienne Miller, PE	Rachel Ragole, PE	Andrew Torkelson, EIT	Elai Fresco, EIT	Kevin Chan, EIT	Sasha Khalameyzer EIT				Mid Coast Engineers	DTN Engineers, Inc.		
		\$222	\$202	\$202	\$202	\$158	\$138	\$118	\$118	\$130				LS (Cost + 5%)	(Cost + 5%)		
1	Project Management	1	16	0	5	8	0	0	1	0	31	\$5,846	\$175			\$300	\$6,321
1a	Project Schedule (Gantt Chart Format)	1	2		1				1		5	\$946	\$28				\$974
1b	Project Setup and Invoicing		4			2					6	\$1,124	\$34				\$1,158
1c	Progress Meetings (3) and Action Item Logs		10		4	6					20	\$3,776	\$113			\$300	\$4,189
2	Preliminary Design	2	10	0	17	42	0	48	0	8	127	\$19,238	\$577	\$7,896		\$100	\$27,811
2a	Field Investigation		8			8				4	20	\$3,400	\$102	\$7,896		\$100	\$11,498
2b	Permit Applications w/WPCP & SC DoH				8						8	\$1,616	\$48				\$1,664
2c	Slug Pollutant Load Discharge Plan		1			2		8		2	13	\$1,722	\$52				\$1,774
2d	IGP Monitoring Implementation Plan				1	8					9	\$1,466	\$44				\$1,510
2e	IGP Level 1 and 2 Action Plans and Reports ⁽²⁾	1			6	24		40		2	73	\$10,206	\$306				\$10,512
2f	List of Necessary Permits & Timeline	1	1		2						4	\$828	\$25				\$853
3	30 % Design	2	20	6	8	10	4	4	8	14	77	\$12,680	\$380			\$0	\$13,060
3a	30% Plans	1	12	4		1	2	2	2	12	36	\$5,920	\$178				\$6,098
3b	Cut Sheets for Equipment/Apputenances		2	2			2	2	2	2	12	\$1,816	\$54				\$1,870
3c	Utility Outreach Documentation		2			1					3	\$562	\$17				\$579
3d	Project Schedule Update								2		2	\$236	\$7				\$243
3e	30% Cost Estimate		1						2		3	\$438	\$13				\$451
3f	List of Necessary Permits & Timeline	1	1		2						4	\$828	\$25				\$853
3g	WPCP Pretreatment Program Permit				4						4	\$808	\$24				\$832
3h	CGP Memo of Determination		1		2	8					11	\$1,870	\$56				\$1,926
3i	Table of Contents for Technical Specs		1	1							2	\$404	\$12				\$416
4	75% Design	1	34	12	4	0	2	4	5	19	81	\$14,130	\$424			\$0	\$14,554
4a	75% Plans	1	10	4			2	1	1	16	35	\$5,642	\$169				\$5,811
4b	75% Specifications		14	8							22	\$4,444	\$133				\$4,577
4c	Project Schedule Update		1						1		2	\$320	\$10				\$330
4d	75% Cost Estimate/Bid Schedule		2					1	1	1	5	\$770	\$23				\$793
4e	Utility Conflictsand Coordination		2					2	2	2	8	\$1,136	\$34				\$1,170
4f	City Review & Response		4								4	\$808	\$24				\$832
4g	WPCP Pretreatment Program Documentation		1		4						5	\$1,010	\$30				\$1,040
5	100% Design	1	28	14	4	5	3	11	4	24	94	\$15,608	\$468			\$0	\$16,076
5a	100% Plans	1	8	6		1	2	2	2	24	46	\$7,076	\$212				\$7,288
5b	100% Specifications		10	8							18	\$3,636	\$109				\$3,745

GEOSYNTEC CONSULTANTS 2016 RATE SCHEDULE

Staff Professional	\$118
Senior Staff Professional	\$138
Professional	\$158
Project Professional	\$180
Senior Professional	\$202
Principal	\$222
Senior Principal	\$240

Engineering Technician I	\$ 60
Engineering Technician II	\$ 67
Senior Engineering Technician I	\$ 74
Senior Engineering Technician II	\$ 78
Site Manager I	\$ 85
Site Manager II	\$ 95
Construction Manager I	\$108
Construction Manager II	\$120

Designer	\$130
Senior Drafter/Senior CADD Operator	\$ 115
Drafter/CADD Operator/Artist	\$ 100
Project Administrator	\$ 62
Clerical	\$ 50

Direct Expenses	Cost
Subcontract Services	Cost plus 5%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Produce Price Index
 for Engineering Services.
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

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 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 claim.

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 cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail 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.