

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 6, 2023

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of an Agreement with Bennett Engineering for Design of Improvements Associated with the Phase 6 Sanitary Sewer Project in the Amount of \$471,471, an Overall Design Budget of \$510,285, and Authorization for the City Administrator to Spend to the Design Budget

RECOMMENDATION

By a single motion, take the following action with regard to the proposed agreement with Bennett Engineering for the design of Phase 6 of the City's Sanitary Sewer Rehabilitation Project:

1. Approve the proposed agreement with Bennett Engineering for Design Services for the Phase 6 Sanitary Sewer Project, based on a time and materials basis, at an amount not to exceed \$471,471.
2. Approve a total design budget of \$510,285, which includes a contingency of \$38,813, and authorize the City Administrator to spend up to this amount if required.

BACKGROUND

Over the past several years, the City has undertaken rehabilitation of much of the City's sanitary sewer collection system in response to the Consent Decree that the City entered into (along with several other cities in the County) with the Environmental Protection Agency (EPA). The Consent Decree requires the City to implement a program to reduce sanitary sewer overflows and inflow and infiltration of groundwater into the City's sanitary sewer collection system.

To date, the City has completed five phases of sanitary sewer replacement that started in 2001 that has replaced nearly 70% of the City's sanitary sewer collection system. The project presented at this time is the next phase of work – Phase 6.

DISCUSSION

Phase 6 includes rehabilitation of approximately 14,200 feet of the City's collection system. A listing of the areas where pipes are scheduled to be replaced is attached to the staff report. The methods that will be used for repair are anticipated primarily to utilize pipe bursting and cast in

place pipe (a new pipe lining that can be installed remotely in the existing pipe without having to dig up the pipe). Both of these methods are far less invasive than excavating and removing old pipe. These methods have been utilized in past phases and have proven to provide the City with excellent results. It is estimated that the overall project (including construction) will be between \$3.0 and \$3.5 million.

All past phases of the sanitary sewer system rehabilitation have been financed through the State Revolving Loan Fund (SRF) program offered by State Water Quality. Although qualifying for the low interest loans associated with the SRF program is a lengthy process, it has proven to be an excellent way to finance the improvements. The process typically involves preliminary engineering to determine the exact locations methods of repair and estimated costs, followed by completion of an environmental document that meets both State and some level of federal regulations. Once the environmental document is completed, applications are filed with the State for the SRF program. Once the loan is approved by the State (which typically will include reimbursement to the City for the preliminary engineering and environmental work), the final design can be completed and construction drawings produced.

In order to ensure compliance with State regulations, staff prepared a Request for Proposal (RFP) and distributed it to four known qualified consultants. The scope of work included the preliminary engineering, the environmental work, assisting the City in filing the application with the State and work associated with the final construction drawings. Three of the four firms responded. Upon evaluation of the proposals submitted, staff has found that Bennett Engineering provided the most thorough and comprehensive proposal and is most qualified for assisting the City with this work. Staff recommends the City retain Bennett Engineering for this work.

SCHEDULE

The overall estimated schedule for design is 12 months; however, the exact timing of starting construction will be dependent on how long the State takes to approve the application.

FISCAL CONSIDERATIONS

Initially, funding for the preliminary engineering, environmental document preparation and grant application preparation will come from the Sewer Fund. It is anticipated that once approvals are received from the State for the SRF loan, the Sewer Fund will be repaid expenditures for the preliminary work. Long term repayment of the loan is currently built into the sewer rate structure. In addition, the approved FY 2022-23 budget anticipated funding for expenditures of \$1,850,000, which includes this design portion.

The proposed budget for the project includes:

Design Services (Bennett Engineering)	\$471,471
<u>Contingency</u>	<u>\$38,813</u>
Total Project Budget	\$510,285

The contingency is intended to cover costs for potholing utilities and if Tribal consultation is needed when the environmental document is being prepared. It is unknown whether either of both of these will be needed until the project is well into the preliminary stage. Both of these tasks have been estimated by Bennett Engineering but will not be used unless they are needed. If they are needed, the overall budget will allow staff to execute budget amendments up to a total amount for the project of \$510,285.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the Agreement as to form.

ATTACHMENTS

A: List of locations included in the proposed project

B: Proposed Contract with Bennett Engineering

By: Daniel Gonzales, Public Works Director
John Wanger, City Engineer

City of Piedmont Phase 6 Sanitary Sewer System
Rehabilitation Locations

Street	Line Size	Length (ft)
Blair Ave	10" VCP	28
Blair Ave	6" VCP	53
Blair Ave	6" VCP	153
Blair Ave	6" VCP	79
Blair Ave	6" VCP	210
Blair Ave	6" VCP	136
Blair Ave	6" VCP	244
Bonita Ave	12" VCP	45
Bonita Ave	12" VCP	282
Bonita Ave	12" VCP	155
Bonita Ave	12" VCP	178
Bonita Ave	6" VCP	201
Bonita Ave	6" VCP	200
Bonita Ave	6" VCP	225
Bonita Ave/Waldo Ave	6" VCP	174
Hardwick Ave	6" VCP	221
Harvard Rd	8" VCP	57
Harvard Rd	8" VCP	177
Harvard Rd/Portsmouth Rd	6" VCP	133
Highland Ave	6" VCP	55
Highland Ave	6" VCP	437
Highland Ave	6" VCP	318
Highland Ave	6" VCP	70
Highland Ave/Hardwick Ave	6" VCP	286
Highland/Oakland Int	6" VCP	104
Hillside Ave	12" VCP	158
Hillside Ave	12" VCP	286
Hillside Ave	15" VCP	241
Hillside Ave	6" VCP	267
Hillside Ave	6" VCP	296
Hillside Ave	6" VCP	312
Hillside Ave	6" VCP	11
La Salle Ave	10" TRU	430
Langdon Ct	6" VCP	211

Mesa Ave	6" VCP	187
Mesa Ave	6" VCP	308
Mesa Ave/Highland Ave/Park Way	6" VCP	448
Mesa Ave/Monte Ave/Park Way	6" VCP	170
Mesa/Monte/Park	6" VCP	284
Monte Ave	6" VCP	337
Oakland Ave	6" VCP	546
Oakland Ave	6" VCP	147
Oakmont Ave	6" VCP	45
Oakmont Ave	6" VCP	93
Oakmont Ave/Oak Rd	6" VCP	103
Oakmont Ave/Oak Rd	6" VCP	160
Oakmont Ave/Oak Rd	6" VCP	44
Oakmont Ave/Oak Rd	6" VCP	71
Oakmont Ave/Oak Rd	6" VCP	95
Oakmont/Prospect Ct	6" VCP	111
Pala Ave	6" VCP	139
Pala Ave	6" VCP	176
Pala Ave	6" VCP	148
Pala Ave	6" VCP	113
Pala Ave	6" VCP	77
Pala Ave	6" VCP	126
Pala Ave/Monte Ave/Park Way	6" VCP	143
Pala Ave/Monte Ave/Park Way	6" VCP	171
Park Way	12" VCP	121
Park Way	6" VCP	122
Park Way	6" VCP	188
Park Way	6" VCP	129
Park Way	6" VCP	180
Park Way	6" VCP	130
Park Way	6" VCP	174
Park Way	8" VCP	158
Park Way/Hillside Ave	12" VCP	42
Prospect Rd	6" VCP	190
Prospect Rd/Ct	6" VCP	82
Scenic Ave	6" VCP	80
Scenic Ave	6" VCP	65
Scenic Ave	6" VCP	90

Scenic Ave	6" VCP	22
Sheridan Ave/Caperton Ave	6" VCP	230
Waldo Ave	6" VCP	173
Waldo Ave	6" VCP	303
Waldo Ave/Highland Ave	6" VCP	122
Waldo Ave/Highland Ave	6" VCP	312
Wildwood Gardens	6" VCP	112
Wildwood Gardens	6" VCP	51
Wildwood Gardens	6" VCP	102
Woodland Way	6" VCP	40
Woodland Way	6" VCP	101
Woodland Way	6" VCP	76
Woodland Way	6" VCP	35
Woodland Way	6" VCP	58

Total 6" 11805

Total 8" 392

Total 10" 458

Total 12" 1267

Total 15" 241

Total Length of Pipe 14163

CONTRACT

This Contract made _____ (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and Bennett Engineering Services, an ("Independent Contractor").

1. City is a municipal corporation which needs certain services as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services to the City under the terms and conditions set forth in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein.

4. Compensation

- a. City will pay the Independent Contractor on a time and materials basis for a not to exceed amount of \$471,471.00 dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate 24 months from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorney’s fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) (“Liability”), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor’s obligation to provide them. The

City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor’s services, and not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor’s insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor’s insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 1082 Sunrise Avenue, Suite 100, Roseville, California 95661, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses,

permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

BENNETT ENGINEERING SERVICES:

By: _____
Mayor Title:

By: _____

Attest:

John O. Tulloch, City Clerk

Approved as to form:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

Project Management

Project Administration

BEN|EN's Project Manager will submit monthly project status updates and invoicing. BEN|EN will also manage the project schedule, subconsultant work, and integrate deliverables.

Project Meetings

BEN|EN will attend a project management kick-off meeting (to be scheduled by City of Piedmont (City) staff). BEN|EN's Project Manager will coordinate regular progress meetings (assumes five (5) every four (4) months and design review meetings following each submittal (Three (3) assumed), provide agenda and minutes, document design decisions, and track changes in scope and budget. Meetings will include design review meetings with City Staff at the Basis of Design Memorandum (BDM), 75%, and 95% design deliverables.

Quality Control

BEN|EN's Quality Control Program will be implemented, and constructability reviews will be conducted by senior BEN|EN staff prior to submittal of the 35% (BDM), 75%, 95%, and Final PS&E submittals.

Preliminary Engineering and Assessment

Site visits

The BEN|EN team will visit the site as needed for investigation of existing conditions, examination of existing utilities, field reconnaissance of the project and its immediate surroundings, and field meetings to clarify intent of the project. (Two (2) assumed) Based on initial review of videos, site visits may include top side manhole inspections for up to ten (10) manholes to be coordinated with City operations staff.

Document Research

BEN|EN will research and review existing topographic mapping, right-of-way maps, "as-built" plans, GIS, record maps, surveys, improvement plans, and other available documents for the project.

Survey

Subtask 1.1.a Topographic Surveying and Base Mapping

UNICO will perform detailed, design level topographic surveys along the proposed Phase 6 sewer and manhole rehabilitation streets and backyards. Along streets, UNICO will perform conventional (non-aerial) field surveying from back of sidewalk to opposite back of sidewalk along the proposed alignments. UNICO will locate and map all topographic features necessary to complete the design and construction. Items located will include, but are not limited to, roadway improvement features, curbs, gutters, sidewalks, medians, ramps, pavement, concrete, slopes, grade breaks, drainage structures, and inlets. UNICO will also locate all visible above ground utility features such as manholes, valves, hydrants, vaults, signals, utility poles and all sewer related items as part of the rehabilitation project such as cleanouts, manholes and other visible sewer features. Measurements to all relative sewer and

storm drain structures will be performed to include pipe size, material type, invert, and flow direction. UNICO will perform topographic information at cross-section intervals of 50' or closer, including all horizontal and vertical change in directions, including curve points. For surveys along rears of private properties, UNICO will work with City and design team to coordinate access and surveys on private property. It is expected that multiple properties can be surveyed each day and will not be limited to one or two properties for each site visit. UNICO will provide an approximately 25-foot-wide strip along the existing sewer line and will locate ground, drainage, utilities, fences, sewer features such as cleanouts, manholes and other visible features. Measurements to all relative sewer and storm drain structures will be performed to include pipe size, material type, invert, and flow direction. Mapping, 1' contours and digital surface will be provided in an AutoCAD based drawing.

UNICO will set durable control points to be preserved for utilization of surveys and for future construction control. UNICO will base its survey on approved Jurisdictional State Plane Coordinates (NAD83 California Zone 3) and NAVD88 elevations.

DELIVERABLES:

- AutoCAD Topographic Base File
- Point Files

Coordination with Utility Companies

Once the pipeline rehabilitation alignments and methods have been selected, BEN|EN will coordinate with various utilities and agencies (Comcast, East Bay Community Energy, AT&T, PG&E, EBMUD, etc.) requesting existing utility mapping for the project alignment. BEN|EN will identify existing utilities that will be impacted by the project and coordinate the relocation of utility lines and appurtenances, if required. Utility coordination will adhere to the utility letter “ABC” process.

DELIVERABLES:

- Utility coordination maps
- Utility log of underground and aboveground facilities
- Utility A, B, and C letters and plans
- Utility relocation schedule and coordination (if needed)

Basis of Design Memorandum

Based on the site visits and document research, a culmination of findings and recommendations shall be included in a Basis of Design Memo (BDM), which will include a summary of pipe defects from the CCTV reports, constructability issues and recommended rehabilitation methods for the pipes to be replaced. The BDM will include a preliminary Opinion of Probable Construction Cost (OPCC).

DELIVERABLES:

- BDM with appendices as a PDF – Draft and Final

Environmental Document Preparation and State Revolving Fund Assistance

Initial Study/Mitigated Negative Declaration

BEN|EN's subconsultant, ECORP Consulting, Inc., will confirm that an Initial Study/Mitigated Negative Declaration (IS/MND) will be sufficient for this project. ECORP will conduct all necessary technical, cultural, and biological studies necessary to complete the IS/MND and Mitigation Monitoring and Reporting Program (MMRP). Including compliance with Section 7 of the Endangered Species Act, The Migratory Bird Treaty Act (MBTA), Clean Air Act, and Section 106 of the National Historic Preservation Act. ECORP will prepare the Draft IS/MND and all environmental documentation needed for this project for City review. The biological resources survey will be at the reconnaissance level. No public meeting will be held for the Draft IS/MND and the Subconsultant PM will attend the City board meeting to answer questions when the CEQA document is certified.

ECORP will also prepare the Environmental Package component of the SRF application.

Tribal Consultation Support – OPTIONAL

ECORP can assist in consulting with California Native American tribes under Assembly Bill 52 to support CEQA. Using a project description developed by the project team, ECORP can draft all required notification letters, coordinate tribal meetings, maintain the consultation administrative record, and provide technical support to the City in responding to, or acting upon, comments from tribes. ECORP will document the consultation process and comments discussed and provide advice on how to come to a conclusion to the consultation.

If the consultation requests from the tribes will require more effort that will exceed the budget provided herein, then a contract change order would be required to complete the scope and tribal consultation.

DELIVERABLES

- Biological Resources Technical Memorandum (TM)
- Energy Consumption Section of IS
- Cultural Resources TM
- Air Emissions Analysis Section of IS
- Greenhouse Gas Emissions Section of IS
- Noise Section of IS
- CWSRF Environmental Summary Checklist
- Administrative Draft IS/MND
- Draft IS/MND
- CEQA NOI, NOC, NOD
- Final IS/MND
- Mitigation and Monitoring Program

ASSUMPTIONS

Scope assumes that the project boundaries and construction plans will be provided in GIS or AutoCAD at the start of the work, and that no changes to the project boundaries or impact increase occurs after initiation

Scope does not include focused or "protocol-level surveys" for special-status species or aquatic resources delineation.

One round of report revisions is included.

One field day for Cultural Resources assessment
NOD fees to be paid by City

State Revolving Fund Loan (SRF) Coordination

BEN|EN shall prepare and submit the Clean Water SRF funding application and any required quarterly reports for the project. It is assumed that the City will provide the information necessary for the Financial Package required by SRF. The technical and environmental packages will be prepared by BEN|EN.

DELIVERABLES

SRF application and quarterly report assistance

Final Design Plans, Specifications, and Estimate (PS&E)**75% Submittal of PS&E**

BEN|EN will prepare a complete set of project Plans, Specifications, and Engineer's Opinion of Probable Construction Cost (Estimate), to be used for project bidding and construction. All project documents will be based on the City's Design Standards and will directly reference City Standard Specifications and Standard Details where appropriate. Improvement plans will include a minimum of pipeline plan and profile plans; details for sewer laterals and manhole rehabilitation; survey control sheet; and index sheet. Improvement plans will be prepared in AutoCAD 2016 compatible format. Specifications will be prepared per Caltrans standards format. BEN|EN will submit one electronic (PDF format) and three (3) hardcopy sets of plans, one electronic (PDF format) and three (3) hardcopy set of specifications, and one (1) electronic and three (3) hardcopy sets of opinion of probable construction cost (OPCC) estimate.

With each submittal BEN|EN will include a written response to comments matrix in response to the comments provided on the previous submittal.

Potholing - OPTIONAL

BEN|EN's subconsultant, BESS TEST LAB, INC. (BTL), will pothole critical crossings of the existing alignments to verify clearance for pipe-bursting of the existing lines without impacts to adjacent communications, power, gas, and water services based on information provided by utility companies via the utility letter process. (Ten (10) assumed)

95% Submittal of Plans, Specifications, and Estimate

BEN|EN will submit one (1) electronic (PDF format) and three (3)re hardcopy sets of plans, specifications, and estimate.

Final Plans and Specifications

BEN|EN will submit one (1) electronic (PDF format) copy and five (5) 24"x 36" hardcopy sets of plans, one (1) hardcopy set of specifications, and one (1) hardcopy estimate. Plans, specifications, and estimates will be stamped and signed by a California Registered Engineer. BEN|EN will also provide the CITY with all drawing files in AutoCAD, the specifications in MS Word format, and the cost estimate in Excel format.

Bidding Phase Assistance

Pre-bid Meeting

BEN|EN's Project Manager will coordinate with the City PM to attend and present at the pre-bid meeting at the project site with City staff and potential bidders to address potential bidder questions.

Respond to Questions During Bidding

BEN|EN will respond to questions concerning the plans, specifications, and the estimate prior to the bid openings, and prepare addenda and letters of clarification as required to respond to potential bidder Requests for Information (RFIs). BEN|EN will provide revised or supplemental project plans or exhibits as needed to be fully responsive to RFIs. Two (2) Bid Addenda are assumed.

Attend Bid Opening

BEN|EN will attend the opening of public bids at the City offices.

Review and Recommendation for Award

Upon receipt of bids, BEN|EN will review the bids and comment on recommendation for award of the construction contract to the City.

Construction Phase Assistance

Submittal Review

BEN|EN will assist the City with review of submittals (including shop drawings) for construction. Submittals will be logged into a matrix and provided to the City. Fifteen (15) submittals are assumed.

Review of Requests for Information

BEN|EN will review contractor requests for information (RFI) and provide responses. BEN|EN will prepare revised plans or clarification exhibits, as required. RFIs will be logged into a matrix and provided to the City. Five (5) RFI are assumed.

Site Visits

BEN|EN will attend site visits as required to clarify RFIs or other construction concerns. Three (3) site visits are assumed.

Review of Change Order Requests

BEN|EN will review contractor change order requests (CCOs) and provide written recommendations to the City. Contract change orders will be logged in a matrix and provided to the City. Three (3) CCOs are assumed.

Record Drawings

Prepare Record Drawings in AutoCAD based on Contractor-provided redline drawings. The Record Drawings will be delivered within Fifteen (15) working days of receiving redlines.

ASSUMPTIONS:

CITY Staff to schedule Project Kick-Off Meeting
Progress meetings will be virtual via MS Teams

CITY to provide existing topographic mapping, right-of-way maps, “as-built” plans, record maps, surveys, assessor maps, GIS, improvement plans, and other available documents for the project.

All outside agencies fees associated with environmental compliance/permitting will be paid by CITY.

All outside agencies fees associated with encroachment will be paid by CITY

CITY will provide preliminary title reports if the need arises for new or updated easements for sewer

Easement acquisition will be coordinated by others

All fees associated with utility relocations charged by the utility providers will be paid by CITY.

CITY shall prepare a single set of collated review comments after each submittal

One addenda assumed during bidding

Public bid opening will be held at CITY office

CITY staff shall prepare CITY Council reports

Fifteen (15) submittals

Five (5) RFIs

Three (3) site visits during construction

Three (3) CCOs

Contractor to provide final plan redlines to CM and CM to provide to BEN|EN once reviewed for use on final as-builts

CITY to provide CCTV videos for all sewer lines to be rehabilitated.

DELIVERABLES:

Meeting Agendas and Minutes (Eight (8) assumed)

CCTV videos on all sewer lines to be rehabilitated.

Geotechnical Data Report

One (1) electronic (PDF format) copy and five (5) 24”x 36” hardcopy sets of plans, one (1) hardcopy set of specifications, and one (1) hardcopy estimate at each of the following stages of design completion to CITY for review and comment: 95% Design

One (1) electronic (PDF format) copy and five (5) 24”x 36” hardcopy sets of plans, one (1) hardcopy set of specifications, and one (1) hardcopy estimate in the final (100%) submittal.

All drawing files in AutoCAD, the specifications in MS Word format, and the cost estimate in Excel format on a USB drive.

Bid Tabulation

RFI log matrix

Submittal log matrix

Change Order log matrix

Record drawings in AutoCAD and PDF formats