

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	William E. Murray
Dept:	General Manager	Dept:	Public Works
Subject:	RECOMMENDATION TO AWARD CONTRACT TO HUNSAKER & ASSOCIATES IRVINE, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 32 AND 60		
		Date:	May 24, 2011

OBJECTIVE

To recommend that the Garden Grove Sanitary District (District) Board award a contract for professional engineering services for the Priority Sewer Improvements Project Nos. 32 and 60 to Hunsaker & Associates in the amount of \$142,000.

BACKGROUND

Priority Sewer Improvements Project Nos. 32 and 60 were approved and budgeted for this fiscal year as a part of the Sewer System Capacity Assurance Plan. These projects will relieve capacity deficiencies in the existing Euclid Street Sewer from Lampson Avenue to Main Street, Lampson Avenue Sewer from Elmwood Street to Euclid Street and Elmwood Street Sewer from Jerry Lane to Lampson Avenue. These improvements will allow new development and redevelopment in the area. The projects will be designed and constructed next FY 2011/12.

DISCUSSION

Pursuant to Garden Grove Municipal Code Section 2.50.110 and Government Code Section 4526, staff requested proposals from four (4) firms to provide professional engineering services. Out of those four (4), three (3) consultants responded. Three staff members rated the submitted proposals on the basis of qualifications without considering cost. Based on evaluation results, Hunsaker & Associates rated highest in qualifications and its ability to provide professional engineering services for this project. The following is a summary of the ratings with the highest total being the most qualified:

	Hunsaker & Associates Irvine, CA	Tetra Tech Irvine, CA	Willdan Engineering Anaheim, CA
<i>Rater A</i>	163	159	152
<i>Rater B</i>	154.5	153.5	146.5
<i>Rater C</i>	162	160	149
Totals	479.5	472.5	447.5

RECOMMENDATION TO AWARD CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 32 AND 60

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Upon selection of the most qualified firm, District staff interviewed Hunsaker & Associates and negotiated an agreement for its services.

FINANCIAL IMPACT

The design will be financed with sewer funds in the amount of \$142,000. There will be no impact to the General Fund

RECOMMENDATION

It is recommended that the District Board:

- Award the contract for professional engineering services to Hunsaker & Associates in the amount of \$142,000 for the Priority Sewer Improvements Project Nos. 32 and 60; and
- Authorize the General Manager to sign and execute the professional services agreement with Hunsaker & Associates for the professional engineering services on behalf of the District.


William E. Murray, P.E.
Public Works Director


By: Samuel Kim
Project Engineer

Recommended for Approval


Matthew Fertal
General Manager

- Attachment No. 1: Location Map
Attachment No. 2: Professional Services Agreement
Attachment No. 3: Panel Rating Sheets



LOCATION MAP



CHECKED BY: S.K.	SCALE: N.T.S.	PROJECT NO.	DRAWING NO.
PREPARED BY: M.C.	GARDEN GROVE SANITARY DIST.		
DRAWN BY: M.C.	PROJECT 32 & 60		
LAMPSON & ELMWOOD SEWER			

City Of Garden Grove
Department Of Public Works



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 24th day of May, 2011, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and Hunsaker & Associates Irvine, Inc., a California corporation, hereinafter referred to as "Consultant." District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, District has determined that there is a need for Design Survey, Soils Boring/Characterization, Potholing, Permitting and Engineering Services for the construction of Priority Sewer Improvements Projects No. 32 & 60 (the "Project");

WHEREAS, District desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

I. SCOPE OF WORK

District agrees to retain Consultant, and Consultant agrees to perform the services set forth in the Scope of Services described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

II. TERM

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

III. FEES

A. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of District, Consultant shall provide District with all records pertaining to this Agreement.

B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to District on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "B," except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$142,000.

C. Monthly Payment

1. District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to District monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by District. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. District shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If District determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the District General Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

2. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District General Manager.

IV. TERMINATION

District may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, District shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by District to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If District terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against District under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to District pursuant to Section III. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to District.

V. DEFAULT OF CONSULTANT

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section XXI, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the District General Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which District may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by District as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by Consultant under this Agreement.

VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a District employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as District officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as

set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at District's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against District, or bind District in any manner.

C. No District benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, District shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. District shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that District has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify District for all such financial obligations.

VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

VIII. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for District to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of District. Except as otherwise expressly provided in the Scope of Services (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of District. If Consultant is permitted to subcontract any part of this Agreement by District, Consultant shall be responsible to District for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and District. All persons engaged in the work will be considered employees of Consultant. District will deal directly with and will make all payments to Consultant as provided for in Section III.

IX. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

X. THIRD PARTY BENEFICIARY

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

XI. INSURANCE

A. Insurance Required

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. District will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by District.

Consultant shall provide to District certificates of insurance in a form acceptable to District indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that District is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by District and shall name the Garden Grove Sanitary District and its officers, board members, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

1. Errors and Omissions Insurance

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be

evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

3. Employer Liability:

\$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District General Manager. At the option of the District General Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its board members, officials, officers, employees, agents or volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or

Consultant shall otherwise provide an alternative satisfactory to the District General Manager.

D. Other Insurance Provisions

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

1. The Garden Grove Sanitary District and its board members, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, or volunteers.

2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the District and its board members, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of 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 District and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

4. 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 Section 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 provided to District.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

E. Verification of Coverage

Consultant shall furnish District with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

XII. INDEMNITY

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless the Garden Grove Sanitary District and its board members, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees; or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the Garden Grove Sanitary District and its board members, officers, directors, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Consultant to any extent, then District will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except District shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to District for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements

and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

XIII. COMPLIANCE WITH LAW

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The Garden Grove Sanitary District and its board members, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

XIV. LICENSES AND QUALIFICATIONS

Consultant represents and warrants to District that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to District that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents or

subcontractors shall not without written authorization from the District General Manager or unless requested by District's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within District. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives District proper notice of such subpoena or court order. Consultant shall properly notify District of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by District. Consultant agrees to cooperate fully with District and to provide District with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, District's right to review any such request or response does not imply or mean District has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of District upon the termination or completion of the work. Consultant agrees to furnish to District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by District.

XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

XVII. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

XVIII. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

XIX. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To District: Garden Grove Sanitary District
13802 Newhope Street
Garden Grove, CA 92843
Attention: Samuel Kim, P.E.

To Consultant: Hunsaker & Associates Irvine, Inc.
3 Hughes
Irvine, CA 92618
Attention: Mr. Mohammed Rowther, P.E.

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

XXI. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

XXII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

XXIII. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

XXIV. PROHIBITED INTERESTS

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of District during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

XXV. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by District, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

XXVI. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

XXVII. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

XXVIII. RECITALS

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of District, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

“DISTRICT”
GARDEN GROVE SANITARY DISTRICT

By: _____
Matthew J. Fertal
General Manager

ATTEST:

By: _____
Kathleen Bailor
District Secretary

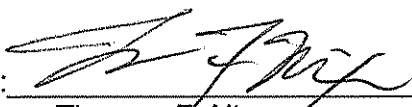
“CONSULTANT”
Hunsaker & Associates Irvine, Inc.

By: Mohammed Rowther
Mohammed Rowther
Director of Public Works Design

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By:  _____

Thomas F. Nixon
Garden Grove Sanitary District
General Counsel

<p>agencies and utility agencies will be scheduled as needed, including meetings to discuss District's comments on milestone submittals.</p>	
<p>Task II – Preliminary Investigation and Design Survey</p>	
<p>Preliminary Investigation and Design Survey task will include the following:</p> <p>II-1 <u>Utility Research</u></p> <p>Research and data collection would include records data gathering from the City and County, as well as making contact with all utilities and public agencies operating facilities in the vicinity of the proposed project. A complete utility research within the limits of the project will be conducted. All data gathered will be incorporated into the digital base-map, and evaluated in conjunction with the field information to identify inconsistencies and missing information.</p> <p>II-2 <u>Design Surveying and Base-Mapping</u></p> <p>Ground Control, design surveying, and topographic mapping will be conducted under the directions of a Licensed Land Surveyor, based on benchmarks approved by the District. The topographic base-map will be compiled using at a scale of 1"= 40'.</p> <p>Field surveying will include street cross-sections at approximately 50-foot intervals, all surface features and utilities within street right-of-way, including water valves, gas valves, fire hydrants, electrical and telephone vaults, power poles, street lights, signs, bus stops, median improvements, pavement striping and markings, utility marking by USA, sewer manholes, storm drain manholes and catch basins, etc. Rim elevations of all sewer and storm drain manholes will be surveyed, and the inverts will be dipped to establish flow-line elevations at all manhole connections.</p>	<p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Evidence of contact and received responses from utility companies and jurisdictional agencies • Survey control and bench mark level notes • Topographic Base-map
<p>Task III – Preliminary Engineering</p>	
<p>III-1 <u>Preliminary Engineering and Report</u></p> <p>As soon as the aerial topography is completed, we will prepare preliminary design of proposed pipeline along with all alternative alignments and options available.</p> <p>A Preliminary Design Report (PDR) will be prepared that will represent approximately 25% completion of the project design. It will summarize preliminary design and evaluation of alternatives, and recommendations for use during the final design. The PDR will include the following:</p>	<p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Schematic (25% - Level) design of alternative alignments and options evaluated • Seven copies of PDR

<ul style="list-style-type: none"> • Review and summary of recommendations and criteria included in the District's Sewer Master Plan for the proposed project. • Evaluation of alternative options, with recommendations of preliminary alignment of the proposed sewer, along with available clearances with existing waterlines and other utilities. • Evaluation of alternative options of construction including: 1) parallel construction with in-place abandonment of the existing sewer, 2) in-trench replacement along existing sewer alignment, and 3) a combination of the options. • Construction sequencing and sewer by-pass requirements to maintain continuous service. • Point of Connection to Orange County Sanitation District's 33-inch Trunk Sewer. • Preliminary d/D ratios and velocities in the proposed sewer for average and peak dry-weather flow conditions. • Requirements for construction traffic control and public safety. • Summary of the project permit requirements • Preliminary Construction Cost Estimate • Preliminary project schedule <p>Comments received on the Draft PDR will be discussed with the District and incorporated in the Final PDR, and into the preparation of the final design and construction documents.</p>	
Task IV– Final Engineering	
<p>Preparation of construction plans, specifications, and engineer's estimate (PS&E) will be based on the Final PDR, and in full conformance with District's standards and requirements. The construction specifications will include the District's boiler-plate specifications, bid schedule, and technical specifications. Products of the Final Engineering phase of work will be submitted to the District at 60%, 90%, 99% and 100% complete stages.</p> <p>The construction drawings will be prepared on 24" x 36" sheets 40-Scale horizontal, and 4-Scale vertical, and will include the following:</p> <ul style="list-style-type: none"> A. Title Sheet.....1 sheet B. Notes and Typical Details1 sheet C. Sewer Plan and Profile..... 5 sheets D. Construction Details..... 2 sheets 	<ul style="list-style-type: none"> • 7 sets of PS&E at 60%, 90%, 99% complete stages • 7 copies of Geotechnical Investigation Report • Utility Pothole Data Sheets • Agency Correspondence

The Sewer Plan and Profile sheets will include a hydraulic table that indicates average, peak dry weather, peak wet weather flows with flow velocities and ratios of hydraulic depth to inside pipe diameter (d/D), for each reach of the new sewer..

The Final Engineering phase of work will include the following:

IV-1 Geotechnical Investigation

Perform geotechnical investigations via soil boring tests for every 1,000 feet of sewer along the alignment. There will be a total of 4 soil borings at 15 feet below the ground surface and will include contact with Underground Services Alert (USA) to locate and mark all utilities in the drilling areas. The samples will be collected at regular depth intervals for visual classification and laboratory tests. The borings will be backfilled with soil cuttings and the pavement patched. Soil samples will be tested and evaluated for their engineering properties including moisture content and density of in-situ soil samples, sieve analysis, modified proctor, expansion index, sand equivalent, Ph, chloride, direct shear and consolidation. A Geotechnical Investigations Report will be prepared and will contain boring logs, analysis of field samples, lab data and recommendations for bedding, shoring design parameters, pipe bedding and trench backfill requirements, trench repaving requirements, and groundwater information.

IV-2 Utility Verification and Potholing

Horizontal and vertical locations of existing underground utilities that can potentially interfere with or be impacted by the proposed construction will be verified by potholing. Resulting pothole data will be accurately incorporated on the construction drawings. A total of 20 potholes have been included in this proposal. Utility potholing will include top and bottom elevations of all sub-structures including electric and telephone duct banks.

IV-3 Utility/Agency Coordination

Submit Construction Drawings at 60% and 90% stages to permitting agencies and utility companies. Submit carbon copies of all correspondence and transmittals letters to the District. Comments received will be incorporated into the final design. Obtain all necessary permits for the project including traffic control clearance from the City of Garden Grove, and permit/approval from Orange County Sanitation District.

IV-4 Preliminary Design – 60% Submittal

The 60% Submittal will include preliminary horizontal and vertical alignments, utility crossings, connections to existing manholes, and abandonment methods. The submittal package be comprised of the following:

- Original signed drawing on Mylar and bond copy
- Digital drawing files in AutoCAD 2009 format
- Specifications- Signed and stamped original with one bound copy and digital files in Word format
- Final Engineer's Estimate in hardcopy and Excel format
- 7 copies of Final Design Notebook

- Draft Geotechnical Investigation Report
- Utility Pothole Data Sheets
- Preliminary Calculations
- Completed Base Drawing with Street Data and Existing Utilities
- Title Sheet including Vicinity Map, Location Map, & Index (Substantially Complete)
- Notes and Typical Details (Substantially Complete)
- Horizontal Alignment w/ Stationing & Control (Substantially Complete)
- Preliminary Vertical Profile
- Standard Details (Substantially Complete)
- Preliminary Project Specific Details
- Preliminary Annotations
- Preliminary Technical Specifications
- Preliminary Engineer's Estimate
- Evidence of Submittal Preliminary Plan to permitting agencies.

IV-5 Final Design – 90% Submittal

Upon completion of District's review of the 60% Submittal, all City comments will be discussed and incorporated into the project design. The remainder of this phase will be to finalize the design, select standards, develop special details and finalize technical specifications and cost estimates.

The 90% submittal will have a completed horizontal and vertical alignments, construction notes, plan annotations, and project details. The submittal package will be comprised of the following:

- Completed Construction Drawings
- Completed final calculations
- Final Specifications
- Final Engineer's Estimates
- Evidence of Submittal of Final Plan to utility companies and permitting agencies

IV-6 Revised Final Design - 99% Submittal

All comments received on the 90% submittal will be incorporated into the Revised Final Submittal of the construction plans, specifications and estimates.

IV-7 Project Completion - 100% Submittal

Submit one bond copy of the construction plans along with a Mylar set on 24-inch by 36-inch sheets, using 40-Scale for plan,

<p>4-Scale for vertical, and 20-Scale (or less) for details. All drawings shall conform to District standards and shall be signed and stamped by a registered civil engineer in the State of California. Project specifications will also be signed and stamped by the Engineer of Record (project manager). Two copies of the specifications will be submitted, one unbound original and a copy. Provide the District with a copy of the project design notebook. The design notebook shall include all transmittals and correspondence with jurisdictional agencies and utility companies, design calculations, quantity take-off calculations, engineer's estimate of probable costs, and any other information pertinent to the project. The final project design notebook shall be signed and stamped by the Engineer of Record.</p>	
ADDITIONAL SERVICES (OPTIONAL)	
<p><u>Traffic Control Plans:</u></p> <p>Develop plan for the staging of construction activities and for handling of traffic through each stage of work. The plan will be designed to minimize construction impacts on thru traffic, and maintain access to emergency and local traffic. It will include limits of work areas, hours of operations, minimum lane requirements, flagman requirement, construction signage and detours.</p> <p>Construction Staging and Traffic Control Plans will be developed at 40-Scale, using latest edition of California MUTCD, and Caltrans' Standard Plans.</p>	<ul style="list-style-type: none"> • Construction Staging and Traffic Control Plans.

EXHIBIT B

SCHEDULE OF PAYMENT

TASK	MAN-HOURS										EXPENSES		
	Prin / QA.QC	PM / Lead Design	Lead Land Survey	Design Engr	CAD / Survey Analyst	Survey Crew	WP / Cler	Total Hours	Reimb.	Sub-consultants	Total Fees		
<i>Preliminary Investigation and Design Survey</i>	\$160	\$150	\$140	\$120	\$112	\$208	\$65						
II-1 Utility Reserch		8		24			8	40	\$200		\$4,800		
II-2 Design Surveying and Base Mapping		4	8		48	32		92			\$13,752		
<i>Preliminary Engineering</i>													
III-1 Preliminary Design Report	4	44		40	60		16	164	\$300		\$20,100		
<i>Final Engineering</i>													
IV-1 Geotechnical Investigation		2			1			3		\$10,500	\$10,912		
IV-2 Utility Verification and Potholing (20)		2		4	8	4		18		\$20,000	\$22,508		
IV-3 Utility/Agency Coordination		8		8	8		8	32	\$200		\$3,776		
IV-4 Preliminary Design - 60% Submittal	4	40		60	112		20	236	\$400		\$28,084		
IV-5 Final Design - 90% Submittal	2	24		32	60		12	130	\$300		\$15,560		
IV-6 Revised Final Design - 99% Submittal		8		8	16		8	40	\$200		\$4,672		
IV-7 100% Complete PS&E Submittal		8		16	8		8	40	\$300		\$4,836		
Sub-totals	10	148	8	192	321	36	80	795	\$1,900	\$30,500	\$129,000		
TRAFFIC CONTROL PLANS (Optional)		16		40	48		2	106	\$294		\$13,000		
TOTAL FEE											\$142,000		

PROPOSAL EVALUATION FORM

ATTACHMENT NO. 3

Consultant: HUNSAKER & ASSOCIATES Date: 4/22/11

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	9	18	GOOD UNDERSTANDING
QUALIFICATIONS <i>(Proposal)</i> <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	9	13.5	
	2.0	9	18	
WORK PLAN <i>(Proposal)</i> <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	9	18	GOOD KNOWLEDGE OF PROJECT + EXISTING COND.
	2.0	9	18	
	1.5	8	12	
	1.5	9	13.5	
	1.0	9	9	
	2.0	8	16	
SCHEDULE <i>(Proposal)</i> <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	9	9	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	
A. TOTAL <i>(Proposal)</i>			163	


Signature BT Hayes

PROPOSAL EVALUATION FORM

Consultant: TETRA TECH Date: 4/22/11

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) ○ Comprehension of the RFP	2.0	9	18	KNOWLEDGE GOOD
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel	1.5 2.0	9 8	13.5 16	EXPERIENCE ON SIMILAR PROJECTS
WORK PLAN (Proposal) ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	8 9 8 9 9 8	16 18 12 13.5 9 16	LIKED THE UTILITY LAYOUT
SCHEDULE (Proposal) ○ Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES ○ The firm's past record of performance on similar projects	2.0	9	18	
A. TOTAL (Proposal)			159	

Signature 

PROPOSAL EVALUATION FORM

Consultant: WILDAN Date: 4/22/11

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
<ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	8	16	
QUALIFICATIONS (Proposal)				
<ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects 	1.5	8	12	AVERAGE EXPERIENCE
<ul style="list-style-type: none"> B. Qualifications & Experience of Personnel 	2.0	8	16	
WORK PLAN (Proposal)				
<ul style="list-style-type: none"> o Knowledge of project 	2.0	8	16	AVERAGE MISSED SOME EXISTING COND.
<ul style="list-style-type: none"> o Knowledge of existing conditions & how it may affect the project 	2.0	8	16	
<ul style="list-style-type: none"> o Initiative & Creativity 	1.5	8	12	
<ul style="list-style-type: none"> o Hours req'd vs. coverage of work 	1.5	8	12	
<ul style="list-style-type: none"> o Availability of team members 	1.0	9	9	
<ul style="list-style-type: none"> o Quality Assurance & Supervision 	2.0	8	16	
SCHEDULE (Proposal)				
<ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	9	9	
REFERENCES				
<ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	
A. TOTAL (Proposal)			152	

Signature Bob Kuyper

PROPOSAL EVALUATION FORM

Consultant: HUNSAKER & ASSOCIATES Date: 4/25/2011

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
<ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	9	18	
QUALIFICATIONS (Proposal)				
<ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects 	1.5	8	12	
<ul style="list-style-type: none"> B. Qualifications & Experience of Personnel 	2.0	9	18	- PROJECT TEAM MEMBERS HAVE GOOD EXP. OF SEWER PROJECTS.
WORK PLAN (Proposal)				
<ul style="list-style-type: none"> o Knowledge of project 	2.0	8	16	
<ul style="list-style-type: none"> o Knowledge of existing conditions & how it may affect the project 	2.0	8	16	
<ul style="list-style-type: none"> o Initiative & Creativity 	1.5	8	12	
<ul style="list-style-type: none"> o Hours req'd vs. coverage of work 	1.5	7	10.5	
<ul style="list-style-type: none"> o Availability of team members 	1.0	8	8	- GOOD LISTING OF STAFF AVAILABLE FOR THIS PROJECT.
<ul style="list-style-type: none"> o Quality Assurance & Supervision 	2.0	8	16	
SCHEDULE (Proposal)				
<ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES				
<ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	
A. TOTAL (Proposal)			154.5	

Signature

PROPOSAL EVALUATION FORM

Consultant: TETRA TECH Date: 4/25/2011

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i>				
<ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	9	18	
QUALIFICATIONS <i>(Proposal)</i>				
<ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects 	1.5	8	12	
<ul style="list-style-type: none"> B. Qualifications & Experience of Personnel 	2.0	8	16	
WORK PLAN <i>(Proposal)</i>				
<ul style="list-style-type: none"> o Knowledge of project 	2.0	8	16	
<ul style="list-style-type: none"> o Knowledge of existing conditions & how it may affect the project 	2.0	8	16	
<ul style="list-style-type: none"> o Initiative & Creativity 	1.5	8	12	
<ul style="list-style-type: none"> o Hours req'd vs. coverage of work 	1.5	9	13.5	- REQUIRED MUCH LESS HOURS THAN OTHERS - NOT MUCH INFO. ABOUT DESIGN TEAM.
<ul style="list-style-type: none"> o Availability of team members 	1.0	6	6	
<ul style="list-style-type: none"> o Quality Assurance & Supervision 	2.0	8	16	
SCHEDULE <i>(Proposal)</i>				
<ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES				
<ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	
A. TOTAL <i>(Proposal)</i>			153.5	

Signature

PROPOSAL EVALUATION FORM

Consultant: WILLDAN ENGINEERING Date: 4/25/2011

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
<ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	9	18	
QUALIFICATIONS (Proposal)				
<ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	8	12	NEED MORE INFO. ABOUT THE DESIGN TEAM.
	2.0	7	14	
WORK PLAN (Proposal)				
<ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	- NEEDS MORE INFO. REGARDING EXIST. CONDITION SUCH AS SCHOOLS & UTILITIES IN THE AREA. - NOT MUCH INFO. ABOUT DESIGN TEAM.
	2.0	7	14	
	1.5	8	12	
	1.5	7	10.5	
	1.0	6	6	
	2.0	8	16	
SCHEDULE (Proposal)				
<ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES				
<ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	
A. TOTAL (Proposal)			146.5	

Signature

PROPOSAL EVALUATION FORM

Consultant: Hunsaker & Associates Date: 4-20-11

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	8	16	- Good Comprehension.
QUALIFICATIONS <i>(Proposal)</i> <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	9	13.5	- Project team has extensive experience in sewer pipeline projects.
	2.0	10	20	
WORK PLAN <i>(Proposal)</i> <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	- Identified the storm drain crossing @ Euclid & Lampson in addition to other existing conditions.
	2.0	9	18	
	1.5	8	12	
	1.5	9	13.5	
	1.0	9	9	
	2.0	8	16	
SCHEDULE <i>(Proposal)</i> <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	No bad references.
A. TOTAL <i>(Proposal)</i>			162	

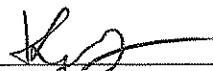
Signature 

PROPOSAL EVALUATION FORM

Consultant: Tetra Tech Date: 4-20-11

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	8	16	Good Comprehension.
QUALIFICATIONS <i>(Proposal)</i> <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	9	13.5	- Project team shows good level of sewer pipeline experience.
	2.0	9	18	
WORK PLAN <i>(Proposal)</i> <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	- Identified existing conditions. - Good graphical presentation of existing utilities. - Lowest # of hrs Proposed to finish the work.
	2.0	8	16	
	1.5	9	13.5	
	1.5	10	15	
	1.0	8	8	
	2.0	8	16	
SCHEDULE <i>(Proposal)</i> <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	No bad references.
A. TOTAL <i>(Proposal)</i>			160	

Signature 

PROPOSAL EVALUATION FORM

Consultant: Wildan Engineering Date: 4-20-11

Project: GGSD Sewer CIP Projects 32 & 60 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	8	16	- Good Comprehension.
QUALIFICATIONS <i>(Proposal)</i> <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	8	12	
	2.0	8	16	
WORK PLAN <i>(Proposal)</i> <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	- Not many existing conditions identified. No 34"Ø Baseline noted. - QA/QC person designated. No description of QA/QC Program.
	2.0	6	12	
	1.5	7	10.5	
	1.5	9	13.5	
	1.0	9	9	
	2.0	8	16	
SCHEDULE <i>(Proposal)</i> <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	9	18	No bad reference(s).
A. TOTAL <i>(Proposal)</i>			149	

Signature 