

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
CITY OF SAN MATEO  
PUBLIC WORKS DEPARTMENT**

**On-Call Consulting Services for Annual Sanitary Sewer  
Rehabilitation Projects  
Harris & Associates**

This agreement, made and entered into on \_\_\_\_\_ by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California, hereinafter referred to as "CITY", and Harris & Associates, a California Corporation with offices at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 hereinafter referred to as "CONSULTANT":

**R E C I T A L S:**

A. CITY desires certain professional design services hereinafter described.

B. CITY desires to engage CONSULTANT to provide these professional design services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF PROJECT**

The scope of services to be performed by CONSULTANT under this Agreement is described in Exhibit A, Scope of Services, attached and incorporated by reference.

**SECTION 2 - RELIANCE UPON PROFESSIONAL  
SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

### **SECTION 3 - PROJECT COORDINATION/STAFFING**

#### **3.1 CITY**

BRAD B. UNDERWOOD, PUBLIC WORKS DIRECTOR, will be the representative of CITY for all purposes under this Agreement. **Deryk Daquigan is hereby designated as the Clean Water Program Manager**, and Laura Webb is hereby designated as the PROJECT MANAGER and shall supervise the day to day progress and execution of this Agreement.

#### **3.2 CONSULTANT**

CONSULTANT's services are unique and personal. CONSULTANT shall not assign or transfer its interest or obligation under this Agreement without the CITY's written consent. CONSULTANT shall not subcontract its duties under this Agreement without the CITY's written consent.

CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Steven Winchester is hereby designated as the PROJECT DIRECTOR for CONSULTANT.

CONSULTANT shall assign a PROJECT COORDINATOR to represent CONSULTANT during the day-to-day work on the Project. Kourosh Iranpour is hereby designated as the PROJECT COORDINATOR for CONSULTANT.

CONSULTANT shall assign additional key personnel as follows:

Daniel Wilkins, PE  
Suty Komsonkeo, PE  
Lian Zhu, PE  
Ka Chow, PE  
Yinlun XU, PE

In addition, CONSULTANT is specifically authorized to subcontract with the following sub-consulting firms to assist in providing the services required by this Agreement:

Chaudhary & Associates  
Subtronic Corporation  
McMillen Jacobs Associates

CONSULTANT shall be responsible for employing or engaging all sub-consultants necessary for performance of the CONSULTANT'S scope of work. CONSULTANT shall manage, evaluate, and incorporate sub-consultants work into the project as necessary.

All work on this project shall be accomplished by the above-named CONSULTANT'S personnel and sub-consultants. CONSULTANT shall not substitute personnel or sub-consultants without the CITY'S written consent.

#### **SECTION 4 - INDEPENDENT CONTRACTOR**

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

#### **SECTION 5 - DUTIES OF CONSULTANT**

CONSULTANT'S Services shall be furnished as described below and as more particularly described in Exhibit A, Scope of Services. Any changes in the Scope of Services must be approved in advance, in writing, by the Public Works Director.

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all studies, reports, designs, drawings, specifications, and other items furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its studies, reports, designs, drawings, specifications, and other items.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

All documents, drawings and specifications relating the project prepared by CONSULTANT or CONSULTANT's approved sub-consultants shall be approved, signed, and sealed by professional engineers duly registered in the State of California for each required discipline. The Contract Documents prepared by CONSULTANT shall provide for a completed project that conforms to all applicable national, state and local construction codes and ordinances, building, fire, electrical, plumbing and occupancy codes and standards.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT. No sub-consultant of CONSULTANT will be recognized by CITY as such; rather, all sub-consultants are deemed to be the agents of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-consultants, if any, and shall keep the work under its

control. If any employee or sub-consultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of CITY.

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirement and intentions of this Agreement.

## **SECTION 6 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine all documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of CONSULTANT'S work.

CITY agrees to exercise due diligence in performing its tasks to implement the CONSULTANT's timetable.

## **SECTION 7 - TERM, PROGRESS AND COMPLETION**

This Agreement shall be valid for a duration of three (3) years, with up to two optional one-year extensions (for a maximum duration of five (5) years).

The services to be performed under this Agreement shall commence and be completed as set forth in Exhibit B, Project Schedule.

CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable sole control.

## **SECTION 8 - PAYMENT**

Payment shall be made by the CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performances of the services and any reimbursable expenses set forth in this Agreement, CITY agrees to pay CONSULTANT a fee based on verified time and materials not to exceed \$1,000,000. Requests for payments shall be itemized and correspond to the various items of work described in Exhibit A and shall be based on the rate and cost schedule set forth in Exhibit C.

Payment for extra work or changes in the work will not be made unless for work authorized in advance in writing by the PUBLIC WORKS DIRECTOR. Prior to commencing such extra work or changes, CONSULTANT and CITY shall agree upon an estimated not-to-exceed cost for such extra work. In no event shall

CONSULTANT be paid for additional work that is necessary because of CONSULTANT'S errors or oversights.

CONSULTANT shall maintain complete and accurate records as to the number of hours worked by persons and the direct costs incurred during each phase under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such books and records to the CITY at all times, shall permit the CITY to examine and audit those books and records, shall permit the CITY to make copies of those books and records, and shall permit the CITY to inspect all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement. All records encompassed by this subparagraph, as well as supporting documentation, shall be kept separate from other CONSULTANT documents and records and shall be maintained by CONSULTANT for three (3) years after CONSULTANT'S receipt of final payment under this Agreement.

CONSULTANT shall bill the CITY within thirty (30) days for all compensable activity on the project.

CITY shall pay CONSULTANT within thirty (30) days of receipt of billings. If CITY disagrees with any portion of a billing, the CITY shall promptly notify CONSULTANT of the disagreement, and the CITY and the CONSULTANT shall attempt to resolve the disagreement. CITY's payment of any amounts shall not constitute a waiver of any disagreement.

#### **SECTION 9 - CHANGES IN WORK**

CITY may order changes in scope or character of work, either decreasing or increasing the amount of CONSULTANT's services by amending this Agreement. In the event that such changes are ordered, CONSULTANT shall be entitled to full compensation for all work performed prior to receipt of notice of change. In no event shall CITY be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by CITY.

In the event that changes are ordered pursuant to this section, the schedule for progress and completion in Section 7 of this Agreement and compensation in Section 8 of this Agreement shall be adjusted by negotiation between CONSULTANT and CITY, subject to approval, if necessary by the San Mateo City Council.

## **SECTION 10 - CONFLICT OF INTEREST**

CONSULTANT understands that its professional responsibility is solely to CITY. CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT shall not knowingly, and shall take reasonable steps to ensure that, it does not employ a person having such an interest in the performance of this Agreement. If after employment of a person, CONSULTANT discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, CONSULTANT shall promptly sever the employment relationship.

## **SECTION 11 - TERMINATION**

A. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY may, by ten days written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, either for CITY'S convenience or because of the failure of CONSULTANT to fulfill its agreement obligations. Upon receipt and within ten days of such notice CONSULTANT shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and

2. Deliver to CITY all data, documents, reports, estimates, summaries and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in progress.

B. If the termination is for the convenience of CITY, CONSULTANT shall be compensated for all authorized work performed prior to notification of termination but no amount shall be allowed for anticipated profit on unperformed services.

C. If, after any notice of termination for failure to fulfill agreement obligations, it is determined by a court or other arbitrator that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, adjustment in the agreement price shall be made as provided in paragraph (B) of this section.

D. CONSULTANT may terminate this Agreement or suspend work on the project upon sixty (60) days written notice to CITY, but only in the event of substantial failure of performance by CITY or in the event CITY abandons or indefinitely postpones the Project.

E. Upon termination of this Agreement or suspension of work on the project by either CITY or CONSULTANT, all duties of CITY and CONSULTANT as set forth in Sections 5 and 6 herein above shall terminate.

## **SECTION 12 - STATUS OF REPORTS**

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of the CITY, whether the project for which they are made is executed or not. All documents furnished to CONSULTANT by the CITY and all reports and supportive data prepared by the CONSULTANT in connection with the performance of this Agreement are the CITY'S property and shall be delivered to the CITY upon the completion of CONSULTANT'S services or at the CITY'S written request. All reports, information, data, and exhibits prepared or assembled by CONSULTANT in connection with the performance of its services pursuant to this Agreement are confidential until released by the CITY to the public, and the CONSULTANT shall not make any of these documents or information available to any individual or organization not employed by the CONSULTANT or the CITY without the written consent of the CITY before any such release.

Any modifications made by the City or any agents of the City, to any of the Consultant's instruments of professional services or any partial use or reuse of the instruments of professional services without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

## **SECTION 13 - INSURANCE**

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance as specified in this section of the Agreement.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, 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 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 CONSULTANT has no owned autos, 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, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

### **Other Insurance Provisions**

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

#### ***Additional Insured Status***

**The City of San Mateo, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the **CONSULTANT's General Liability and Automobile Liability insurance coverage shall be primary** insurance as respects the City of San Mateo, its elected and appointed officials, employees, and agents. Any insurance or self- insurance maintained by the City of San Mateo, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.



### ***Waiver of Subrogation***

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect 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.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

CONSULTANT 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 the CONSULTANT'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.

## **SECTION 14 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

## **SECTION 15 - INDEMNITY**

CONSULTANT agrees to hold harmless and indemnify CITY of San Mateo, its elected and appointed officials, employees, and agents, from and against any claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's active negligence or willful misconduct. CONSULTANT agrees to defend CITY of San

Mateo, its elected and appointed officials, employees, and agents, against any such claims.

With regard to design professional services performed by CONSULTANT, CONSULTANT agrees to hold harmless and indemnify CITY of San Mateo, its elected and appointed officials, employees, and agents, from and against any and all claims, loss, liability, damage, and expense to the extent arising out of CONSULTANT's negligence, recklessness, or willful misconduct. CONSULTANT agrees to defend CITY of San Mateo, its elected and appointed officials, employees, and agents, against any such claims to the extent of CONSULTANT's negligence, recklessness, or willful misconduct.

To the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

#### **SECTION 16 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

#### **SECTION 17 - COSTS AND ATTORNEYS FEES**

Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney's fees arising out of an action, or actions to enforce the provisions of this Agreement.

#### **SECTION 18 - NON-DISCRIMINATION**

CONSULTANT warrants that it is an Equal Opportunity Employer and

shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its sub-consultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

#### **SECTION 19 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

#### **SECTION 20 - LITIGATION**

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT'S services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT'S wrongdoing, CITY shall compensate CONSULTANT for preparation of testimony and travel at CONSULTANT'S standard hourly rates at the time of actual testimony.

## **SECTION 21 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

**To CITY:** Laura Webb  
City of San Mateo  
330 West 20th Avenue  
San Mateo, California 94403

**To CONSULTANT:** Kourosh Iranpour  
Harris & Associates  
1401 Willow Pass Road, Suite 500  
Concord, CA 94520

## **SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENTS**

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

## **SECTION 23 – AUTHORITY TO ENTER INTO AGREEMENT**

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

## **SECTION 24 – SEVERABILITY**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

## **SECTION 25 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

**SECTION 26 - VENUE**

In the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF SAN MATEO,  
a municipal corporation

CONSULTANT

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Brad B. Underwood  
Public Works Director

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By Its Authorized Agent  
John Kuprenas, Sr. VP

\*If a Corporation, can be either  
1) President or 2) Vice President  
plus an additional corporate  
officer (i.e., Secretary, Treasurer)  
who shall sign below

ADDITIONAL CORPORATE OFFICER  
(if necessary per the above)

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By: Steve Winchester, CFO

APPROVED AS TO FORM:

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Caio Arellano  
Assistant City Attorney

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Project Schedule
- Exhibit C: Rate and Cost Schedule Including Hourly Rates, Sub-Consultants and Reimbursable Expenses
- Exhibit D: City of San Mateo Insurance Requirements



**EXHIBIT A:**  
**SCOPE OF SERVICES**

# Scope of Services

The Consultant will provide consulting services for sanitary sewer rehabilitation for all project elements listed in this Scope of Services. Each task order's detailed scope and fee negotiations will be executed in three phases for the sewer rehabilitation project as shown below and further defined in this Scope of Services:

<b>Phase 1</b>
Task 1 - General Services
Task 2 - Video Inspection & Cleaning Services

<b>Phase 2</b>
Task 1 - General Services
Task 3 - Evaluation of Video Inspection Data
Task 4 - Project Design and Construction Documents
Task 5 - Bid Support

<b>Phase 3</b>
Task 1 - General Services
Task 6 - Construction Phase Services

Typical tasks that are required of the Consultant under these categories are detailed in the following sections. Throughout the design of this project, the Consultant will submit deliverables for review and approval by the City and other governing agencies as required. A preliminary description of proposed deliverables has been provided in this Scope of Services and will be finalized during contract and fee negotiations.

The deliverables required by the Consultant will vary depending on the necessary improvements to the sewer lines defined for each basin. All drawings and maps shall be developed using AutoCAD, ArcGIS and PDFs capable of plotting at a legible scale, on both 11x17" and 22x34" sheets. Additional deliverable information is provided in the various task descriptions below.

For the 60%, 90%, and 100% design submittals, the Consultant shall attend a review meeting with City staff where the submittals will be presented to the City and will demonstrate that previous City comments have been addressed in the submittal.

The City reserves the right to discontinue, alter, or postpone services at any time.



# Task 1 – General Services

Project management and coordination include tasks that will be performed by the Consultant throughout the project. Task 1 will cover all general services required for Phase 1, Phase 2 and Phase 3 for the sewer line rehabilitation project. These services include:

- General Project Management and Coordination
- Risk Management
- Workshops and Meetings
- Management of Subconsultants and Subcontractors
- Agency Coordination and City Meeting Support

Further information regarding expectations for these services will be issued as a separate program standard in the Design Standards and Guidelines, prior to the first phase negotiations.

## Task 1.1 – Project Management

### Task 1.1.1 – General Management

The Consultant will be responsible for detailed management of the project, including subconsultants and subcontractors, and will keep the City apprised of the status of the project.

The Consultant will provide the key management personnel as described in their proposal on this project. The Consultant will not reassign the key project personnel without prior approval of the City per the Standard Agreement for Professional Consultant Services.

### Task 1.1.2 – Progress Report

The Consultant will prepare and submit monthly progress reports that include a narrative of the work completed by task, project action item log, upcoming work, project issues, budget and schedule status, percent complete, cost to complete, earned value versus actual spent analysis, potential scope or budget changes, and other important project information. The monthly progress report will be submitted with the project invoice as part of the monthly request for payment.

### Task 1.1.3 – Project Invoices

The Consultant will prepare and submit monthly invoices in accordance with Program standards. The invoices will document the man-hours and billing rates for staff for each task in the WBS, as well as overhead, profit and any direct costs. The current and previous billing period invoicing, as well as a summary of the budget spent, budget remaining, cost to complete, and all backup documentation for expenses will be included. The monthly progress report and project schedule will be submitted with the project invoice as part of the monthly request for payment.

### Task 1.1.4 – Progress Schedule

The Consultant will prepare a cost loaded project schedule in significant detail to calculate a monthly earned value of work performed. The selection of tasks and task durations will be approved by the City. The Consultant will prepare a planned value curve for the Project. Prior to invoice submittal, the Consultant will evaluate the percent complete for each activity worked on during the billing period. The Consultant will calculate the earned value for the month. The earned value will be compared to the planned value and the actual invoice value for the month. The Consultant will need to justify any requests for monies over the planned value and explain how the overall budget will be met over the life of the project.

## Task 1.2 – Risk Management

The Consultant will lead the development and maintenance of a Risk Management Plan in coordination with the Program's risk management team. This will include an initial meeting with the City to identify and mitigate potential risk to the project. The risk meeting will be conducted within one month after Notice to Proceed and will be addressed as needed throughout the course of the project. This meeting will be about one hour in length and may be combined with other meetings between the City and Consultant. Consultant shall keep the Risk Management Plan up to date throughout the work.

## Task 1.3 – Workshops and Meetings

The Consultant will prepare and submit to the City an agenda and meeting minutes for each formal meeting or workshop and hold progress meetings. Assume monthly meetings for CCTV work, monthly for design work and monthly for services during construction.

## Task 1.4 – Quality Control

The Consultant will develop a Quality Assurance/Quality Control (QA/QC) Plan for implementation of the Scope of Work. The Consultant's QA/QC Plan will be reviewed and approved by the City Project Manager and will include or reference all the controls necessary for implementation. QA/QC Plans shall include detailed requirements for providing the required integrity for all field work, including conducting the explorations, sampling, and sample custody and transport. All QA/QC procedures for laboratory work shall be included. Each submittal, or partial submittal of testing results shall be accompanied by a written certification, signed by the Consultant's Project Manager and the responsible individual from the applicable subconsultant, stating that all QA/QC procedures have been complied with for the information or submittal being delivered to the City.

Submittals that do not include the written certification of compliance or that contain gross deficiencies or errors requiring a significant amount of the City staff time for checking will be returned without review until the City is satisfied that a thorough Consultant's review, compliance with standards, checking and correction for coherence, consistency, spelling, etc., has been performed.

## Task 1.5 – Management of Subconsultants

If the Consultant requires the services of any subconsultants, then the Consultant will include a list of them in the proposal, explain why they are needed, and provide a general description of their effort. The Consultant will manage the activities of subconsultants during performance of the project. All requirements of the contract shall also apply to subconsultants.

## Task 1.6 – Agency Coordination

The Consultant will assist the City in coordinating the project with various local/county, state/regional, and federal agencies. This task includes attending meetings, as needed, with applicable agencies, providing meeting minutes, and providing project information and exhibits to the agencies. This task is established as an allowance task and shall only be used when specifically requested by the City in writing. Costs for this task shall be invoiced as a separate line item and shall include a copy of the authorization from the City.

## Task 2 –Video Inspection and Cleaning Services

This task should be conducted independently, on an as-needed basis as determined by the City, for each sewer rehabilitation project awarded to the Consultant.

### Task 2.1 Contract Book and Plans

For the sewer rehabilitation projects where the City has deemed video inspection and cleaning services are required, the Consultant will create a Contract Book and Plans showing all sewer lines and manholes within project limits. The City will provide the Consultant with project limits, current GIS data, and sample Contract Books. The Consultant will provide drafts of each document until all City reviewers are satisfied and the project has been deemed ready for the Consultant's CCTV subcontractor to perform the work. The Consultant's subcontractor should follow City Standard CCTV Guidelines. Refer to the City of San Mateo Sewer System Management Plan (SSMP), Appendix 4.2.

### Task 2.2 Pipe and Manhole Inspections and Cleaning

The Consultant will manage their CCTV subconsultant while the investigation and cleaning operations occur. Consultant will be NASSCO PACP and MACP certified to assist the Contractor (who will also be NASSCO PACP and MACP certified) when evaluating pipe and manhole inspections. Consultant shall provide inspection videos and reports to the City as they receive them from their CCTV subcontractor. Consultant will begin Task 3 operations concurrently with Task 2.2 for the same project.

## Task 3 – Evaluation of Video Inspection Data

This task should be conducted independently for each sewer rehabilitation project awarded to the Consultant.

### Task 3.1 Evaluation Technical Memorandum

The consultant will be responsible for reviewing and evaluating the video inspection data provided to them for sanitary sewer mains and manholes. The consultant will then prioritize repairs based on the available project budget, the urgency of the repairs, and the value of the repair to maintenance and operation of the sewer system with the City's input.

The results of this evaluation shall be included in a technical memorandum provided to the City.

## Task 4 – Project Design and Construction Documents

This task should be conducted independently for each sewer rehabilitation project awarded to the Consultant. Consultant shall design repairs or improvements resulting from the inspection evaluation. Consultant shall provide drawings for each repair or improvement and compile them into one or more project packages as agreed with the City. The design work entails taking the video inspection evaluation (Task 3) and designing the changes that will be required to repair any broken pipes or manholes.

## Task 4.1 – 60% Design Development

The design activities and design elements shall become more concrete once the projects are assigned and shall be at a 60% level of completion.

A statement signed by Consultant's Project Manager that all deliverables have been reviewed or otherwise checked in full conformance with the Consultants QA/QC Plan will be required.

All design work shall be in conformance with the Clean Water Program design guidelines and standards which will be provided to the Consultant during the negotiation phase.

The 60% design deliverable shall include 4 hard copies (using 11 x 17 drawings) and one print ready PDF on electronic media acceptable to the City of all deliverables.

### Task 4.1.1 – Field Investigations

The Consultant shall conduct field investigations as required to verify if there are any potential impacts to/from surrounding features that need to be addressed in the design for each sewer rehab location. The City will provide ArcGIS information in relation to the specific locations that is identified for rehab to the Consultant for use on the project.

The field investigation shall note all obstructions that may be affected by the needed improvements. The Consultant shall conduct a thorough investigation at easement locations, which includes taking pictures of upstream and downstream manholes, and documenting any obstacles in the way. The Consultant will be responsible for obtaining all permits and access agreements to perform the survey, as well as providing any necessary traffic control.

This work shall be completed before commencing with Task 4.2.

If a Subconsultant is used for this work, the Consultant will identify the Subconsultant with the response to this RFP.

### Task 4.1.2 – 60% Design Submittal

The design submittal at 60% shall include initial design drawings, calculations, databases, specifications, schedule and any other project documentation to support this submittal. Consultant shall provide plan and profile drawings for any segment where the repairs cross roadways, or additional locations as requested by the City. Point repairs (i.e. 6' length repairs) in roadways will not be required to be designed with plan and profile drawings, unless specifically requested by the City.

## Task 4.2 – 90% Design Development

This task shall be conducted independently for each sewer rehabilitation project awarded to the Consultant. All design work shall be in conformance with the Clean Water Program design guidelines and standards, which will be provided to the Consultant during the negotiation phase.

For the 90% Design Submittal, the major design elements shall be well-established and essentially complete. All supplementary/auxiliary design elements shall be incorporated between the 60% and 90% Design Submittals for a complete design package. Drawings for all disciplines shall be substantially complete. Specifications shall be substantially complete and include all sections and all divisions including the legal, procedural, and general "front end" sections.

This submittal will include all finished, checked and completed plans and specifications. No new

drawings and/or specification sections by the Consultant will be expected after this stage. All City comments on the previous submittal will have been resolved, rejected, addressed and/or incorporated in this submittal. The project is essentially finished and submitted as complete. The only missing effort is the City final review and regulatory approval with comment incorporation.

Consultant's checking will include a review of all deliverables within each discipline (i.e. drawings, detailed specifications, project support documentation, etc.) and an inter-discipline coordination cross-check to correct discrepancies among the project documents.

Discipline calculations, databases, construction cost estimates, schedule, and other project support documentation will be updated and submitted to the City to reflect the status of the Drawings and Detailed Specifications and will support the 90% design submittal workshops.

A construction cost estimate (AACE Class 2) with basis of estimate narrative and construction sequencing plan and schedule shall be included with the deliverables.

The 90% design deliverable shall include a statement signed by Consultant's Project Manager that all deliverables have been reviewed or otherwise checked and that they are in full conformance with Consultant's QA/QC Plan. Additionally, the City will require the Consultant to fill out and sign the City's QC Certification form.

The 90% design deliverable shall include 4 hard copies (using 11 x 17 drawings) and one print-ready PDF on electronic media acceptable to the City of all deliverables.

### Task 4.3 – 100% Design and Bid Documents

This task shall be conducted independently for each identified project(s) awarded to the Consultant. All design work shall be in conformance with the Clean Water Program design guidelines and standards, which will be provided to the Consultant during the negotiation phase.

Following receipt of all City and regulatory review comments on the 90% Design Submittals, the Consultant will prepare a Final (100%) Design and will submit the 100% design submittal as a final check set. The final check set shall include all bid documents. Prior to submittal, the Consultant will have performed an inter-disciplinary cross-check of the design changes made since the 90% design submittal and corrected the related discrepancies. The Consultant will not add any new drawings or make any changes to the plans or specifications that are not a result of comments received by the City, regulatory review, or a final in-house quality control check. Consultant and City shall conduct a workshop to verify that all City comments have been addressed and all permit conditions are accounted for. After the City's back-check review is complete, Consultant shall revise the documents and submit Final Bid Documents.

The 100% back-check design deliverable shall include a statement signed by Consultant's Project Manager that all deliverables have been reviewed or otherwise checked in full conformance with Consultant's QA/QC Plan.

The 100% back-check design deliverable shall include 4 hard copies and one print-ready PDF on electronic media acceptable to the City of all deliverables.

The Final Bid Documents will include finished, checked and completed plans and specifications, and will incorporate all City comments from previous submittals. The Consultant will document in-house

changes and submit them to the City along with the Final Bid Documents.

The Final Design submittals will also include all final databases, reports, construction schedules, cost estimates, engineering calculations and bid ready project plans and specifications.

All plans, detailed specifications and engineering calculations will be stamped and signed by a Registered Engineer in the State of California.

An updated construction cost estimate (AACE Class 1) and construction sequencing plan and schedule will be included with the deliverables.

The Final Bid Documents deliverable shall include 5 hard copies (4 sets of 11 x 17 drawings and 1 set of full-size drawings) and one print-ready PDF on electronic media acceptable to the City of all deliverables. The City will print formal Bid Documents.

## Task 5 – Bid Period Assistance

This task shall be conducted independently for each identified project(s) awarded to the Consultant. The Consultant shall provide assistance during the bid period, including the following:

- Participate in the pre-bid conference, if necessary.
- Prepare responses to bidder's questions.
- Prepare addenda to Bid Documents, as needed.
- Participate in reviewing alternate equipment and material proposals from the contractor, if applicable.
- Participate in the evaluation of the submitted bids, furnish consultation and advise to City staff, and assist with all the related equipment, cost and other analyses as required to finalize the award decision.
- Prepare conformed drawings and specifications that incorporate all addenda. The Final Conformed Documents deliverable shall include 5 hard copies (using 11 x 17 drawings), 2 full-size drawings sets, and one print ready PDF on electronic media acceptable to the City.

## Task 6 – Construction Phase Services

This task shall be conducted independently for each identified project(s) awarded to the Consultant. The Consultant shall provide services during construction, which may include the following:

- Attendance at pre-construction conference and construction progress meetings
- General technical support
- Periodic field visits
- Submittal review
- Request for information responses and review
- Change order and contract document modifications preparation and review
- Progress payment application review
- Construction closeout support
- Preparation of record drawings

**EXHIBIT B:**  
**PROJECT SCHEDULE**

Consultant shall prepare a schedule for City review and approval prior to issuance of each Task Order.

**Attachment 'C'**  
**Rate Schedule**  
**Harris & Associates**  
**January 1, 2020 thru December 31, 2020**

		1.00%	49.56%	173.30%				
Team Member	Raw Labor Cost <sup>a</sup>	Raw Labor Cost with 1% Escalation <sup>b</sup>	Fringe Benefits <sup>c</sup> : % of direct wages	Overhead <sup>d</sup> : % of direct wages	Subtotal	Profit: %	Hourly Billing Rate	Hourly Billing Rate - revised
Kourosh Iranpour, PE, QSD	79.49	80.28	39.79	139.13	259.21	10.00%	285.13	286.00
Daniel Wilkins, PE, QSD	56.28	56.84	28.17	98.51	183.52	10.00%	201.87	202.00
Lian Zhu, PE	43.37	43.80	21.71	75.91	141.42	10.00%	155.57	156.00
Yinlun Xu, PE	47.56	48.04	23.81	83.25	155.09	10.00%	170.60	171.00
Ka Chow, PE	38.91	39.30	19.48	68.11	126.88	10.00%	139.57	140.00
Suty Komsonkeo, PE	43.50	43.94	21.77	76.14	141.85	10.00%	156.03	157.00
Alvin Armstrong	43.59	44.03	21.82	76.30	142.14	10.00%	156.36	157.00
Zach Carroll	36.64	37.01	18.34	64.13	119.48	10.00%	131.43	132.00
Bennett Sanderson	33.71	34.05	16.87	59.00	109.92	10.00%	120.92	121.00
Luella Gabriel	52.69	53.22	26.37	92.22	171.82	10.00%	189.00	189.00

<sup>a</sup> Current raw labor rates.

<sup>b</sup> If a contract starts within one (1) quarter from when the Consultant would normally increase their employee rates, an increase up to 1% is allowed for all staff working in the first year, to begin at the starting date of the contract, and will be frozen until the anniversary of the contract. This will cover anticipated first year salary increases. Thereafter, an average maximum 3% increase for all staff working on the project from year 1 will apply.

<sup>c</sup> Fringe benefits include: payroll taxes, benefits, ESOP contributions, bonuses and service awards.

<sup>d</sup> Overhead includes: indirect labor, rent, computer services, insurance, taxes, legal, outside services, depreciation and other indirect costs.

Note: Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.



28-Jan-20

**ATTACHMENT 'C'**  
**RATE SCHEDULE**  
**CHAUDHARY & ASSOCIATES, INC.**  
**January 28, 2020 thru January 28, 2021**

<b>Team Member</b>	<b>Raw Labor Cost</b>	<b>Raw Labor Cost with 1% Escalation</b>	<b>Fringe Benefits % of direct wages</b>	<b>Overhead % of direct wages</b>	<b>Subtotal</b>	<b>Profit %</b>	<b>Hourly Billing Rate</b>
Arvin K. Chaudhary, PE, PLS	\$ 99.00	\$ 99.99	n/a	116.74%	\$ 216.72	10%	\$ 238.39
Sudhir K. Chaudhary, PLS	\$ 83.00	\$ 83.83	n/a	116.74%	\$ 181.69	10%	\$ 199.86
Helmut Korstick, PLS	\$ 70.00	\$ 70.70	n/a	116.74%	\$ 153.24	10%	\$ 168.56
Party Chief	\$ 49.00	\$ 49.49	n/a	178.55%	\$ 137.85	10%	\$ 151.64
Rodman	\$ 43.00	\$ 43.43	n/a	178.55%	\$ 120.97	10%	\$ 133.07
Office Surveyor	\$ 58.00	\$ 58.58	n/a	116.74%	\$ 126.97	10%	\$ 139.66
Survey Technician	\$ 48.00	\$ 48.48	n/a	116.74%	\$ 105.08	10%	\$ 115.58

<p style="text-align: center;">Rate Schedule McMillen Jacobs Associates December 1, 2019 through November 30, 2020</p>
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[illegible]

## RATE SCHEDULE

[Consultant Name] Subtronic Corporation

[date] through [date, one year later]

1.28.2020 - 6.30.2020

7.1.2020 - 6.30.2021 3% increase

Team Member	Raw Labor Cost <sup>1</sup>	Raw Labor Cost with 1% Escalation <sup>2</sup>	Fringe Benefits <sup>3</sup> : % of direct wages	Overhead <sup>4</sup> : % of direct wages	Subtotal	Profit: %	Hourly Billing Rate
							Hourly Rate includes Vehicles, Equipment and Travel to site \$ 206.00

<sup>1</sup> Current raw labor rates.

<sup>2</sup> If a contract starts within one (1) quarter from when the Consultant would normally increase their employee rates, an increase up to 1% is allowed for all staff working in the first year, to begin at the starting date of the contract, and will be frozen until the anniversary of the contract. This will cover anticipated first year salary increases. Thereafter, an average maximum 3% increase for all staff working on the project from year 1 will apply.

<sup>3</sup> State what is included with fringe benefits here (e.g. vacation, holiday, sick leave, payroll taxes, insurance, etc.)

<sup>4</sup> State what is included with overhead here (indirect labor, building and rental expenses, taxes, supplies, administrative costs, etc.)

**EXHIBIT D:**  
**CITY OF SAN MATEO**  
**INSURANCE REQUIREMENTS**

**For Information Only**

**CITY OF SAN MATEO  
INSURANCE REQUIREMENTS**

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Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, 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 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 CONSULTANT has no owned autos, 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, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

**Other Insurance Provisions**

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

***Additional Insured Status***

**The City of San Mateo, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

### ***Waiver of Subrogation***

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect 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.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City.

The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

CONSULTANT 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 the CONSULTANT'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.

To prevent delay and insure compliance with the requirements of the specifications, the insurance certificates and endorsements must be returned to:

LAURA WEBB, PUBLIC WORKS DEPT.  
CITY OF SAN MATEO  
330 West 20th Avenue  
San Mateo, CA 94403

# **SAMPLE ENDORSEMENT**

**POLICY NUMBER: XXXXXXXXXX**

**THIS ENDORSEMENT CHANGES THE POLICY,  
PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
(FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
AUTOMOBILE LIABILITY COVERAGE PART**

## **SCHEDULE**

### **Name of Person or Organization:**

The City of San Mateo, its elected and appointed officials, employees and agents are named as additional insured.

This insurance shall apply as primary insurance as respects any Person, Organization, Partnership or Joint Venture named above, and any other insurance available to such Person, Organization, Partnership or Joint Venture shall be excess and not contributory with the insurance afforded by this policy.

### **NOTE:**

Endorsements must also include documentation for compliance with all requirements listed in Agreement Section 13- INSURANCE