

**AGREEMENT FOR PROFESSIONAL EVALUATION AND DESIGN SERVICES
WITH CAROLLO ENGINEERS FOR
DIGESTER EQUIPMENT BUILDING AND DIGESTER NUMBER 2
PRELIMINARY DESIGN**

CITY PROJECT NO. 85850

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between the City of Burlingame, State of California, herein called the "City", and **Carollo Engineers** engaged in providing **Professional Evaluation and Design** services herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant engineering services for professional evaluation and design services for the Wastewater Treatment Facility Digester Equipment Building and Digester No. 2 Preliminary Design, City Project No. 85850
- B. The City desires to engage a professional engineering consultant to provide evaluation and design services because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide professional engineering services such as review of the existing Wastewater Treatment Facility treatment process, space planning of the Digester Equipment Building and Digester No. 2, evaluate available funding, prepare pre-design report, and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work under Exhibit A by August 31, 2020.

3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.
4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under 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 such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$135,895; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.
7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this

Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.

8. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Rick Chan, Senior Vice President.
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Mahesh Yedluri, Senior Engineer
City of Burlingame
501 Primrose Road
Burlingame, CA 94010

To Consultant: Rick, Chan, P.E., Senior Vice President
Carollo Engineers
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is

brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
14. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
 - D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
 - E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII and authorized to do business in the State of California.
 - F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
15. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which

arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
17. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
18. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

"Consultant"

By _____
Lisa K. Goldman
City Manager

Carollo Engineers:
Print Name:
Title:

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

City Clerk - Meaghan Hassel-Shearer



EXHIBIT A

CITY OF BURLINGAME

WASTEWATER TREATMENT FACILITY DIGESTER EQUIPMENT BUILDING AND DIGESTER NO. 2

SCOPE OF SERVICES

January 6, 2020

INTRODUCTION

The City of Burlingame (City) owns a Wastewater Treatment Facility (WWTF) that is operated by Veolia Water West Operating Services (Veolia). In 2016 the City completed a Wastewater Treatment Facility Master Plan and identified the need to demolish the WWTF's existing Digester Equipment Building and Digester No. 2 due to their age and poor condition and replace them with new units to improve the digestion treatment process efficiency and reliability. The City would like to contract with Carollo Engineers (Consultant) to perform preliminary design of the new Digester Equipment Building and Digester No. 2. The following presents the Consultant's Scope of Services for the preliminary design phase of this project. The Scope of Services for final design will be determined upon completion of the preliminary design phase.

SCOPE OF SERVICES

Task 1 – Preliminary Design

Consultant shall perform the following services and prepare preliminary design of the following elements concerning the new Digester Equipment Building, Digester No. 2, and appurtenant facilities.

Task 1.1 – Process Review. Consultant shall review 3 calendar years (2017 to 2019) of WWTF process data to be provided by Veolia in Excel spreadsheet format to evaluate sizing alternatives for Digester No. 2 and Sludge Storage Tank. Consultant shall provide the City with a request specifying the process data and associated data file format required.

Task 1.2 – Space Planning. Consultant shall review site constraints, underground utilities, relevant easements, and available space for new facilities to evaluate space planning and layout alternatives for

Digester Equipment Building, Digester No. 2, and Sludge Storage Tank. This also includes an evaluation of whether portions of the existing masonry wall at the front of the WWTF needs to be relocated.

Task 1.3 – Preliminary Design of New Digester Equipment Building. Consultant shall perform the following preliminary design tasks for the new Digester Equipment Building.

- Evaluate technology alternatives for the new heat exchangers and new sludge recirculation pumps to be located inside this building. This also includes an evaluation of alternatives to connect the new heat exchangers to the existing digester heating system.
- Evaluate space requirements for the new MCC P-2, PLC 6-RIO, and IOP-B3 to be located in a separate temperature-controlled electrical room inside this building.
- Evaluate building size, material of construction, and foundation design alternatives for the new building.
- Develop technology and building design alternative recommendations for use in layouts.
- Prepare preliminary drawing showing general plan and major section of the new building with the recommended alternative.
- Prepare a Class 4 construction cost estimate of the recommended alternative, as described by the Association for the Advancement of Cost Engineering (AACE) International in the “Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries”.

Task 1.4 – Preliminary Design of New Digester No. 2. Consultant shall perform the following preliminary design tasks for the new Digester No. 2.

- Evaluate technology alternatives for the new mixing system to be provided for the new digester.
- Evaluate diameter vs. side water depth, material of construction, and foundation design alternatives for the new digester.
- Develop technology and digester design alternative recommendations for use in layouts.
- Prepare preliminary drawing showing general plan and major section of the new digester with the recommended alternative.

- Prepare a Class 4 construction cost estimate of the recommended alternative, as described by the AACE International in the “Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries”.

Task 1.5 – Phasing and Sequencing. Consultant shall evaluate preliminary phasing alternatives and conceptual work sequencing activities for the new facilities.

Task 1.6 – Sea Level Rise. Consultant shall review and rely on the USGS’s Coastal Storm Modeling System’s (CoSMoS) proposed scenarios and/or available sea level rise studies prepared by local county agencies to assess sea level rise and flooding impacts for establishing elevations of new structures at the WWTF. Development of a new sea level rise model is not included in this scope.

Task 1.7 – Funding Analysis. Consultant shall conduct a search of readily available loan and grant funding programs that could be used to offset a portion of the capital costs of this project. The funding programs that will be considered include both federal programs (Federal Department of Energy, U.S. Department of Agriculture, etc.) and State programs (SWRCB Clean Water State Revolving Fund, California Energy Commission, California Public Utilities Commission, etc.). For funding programs that the City may be eligible for, Consultant shall identify the application requirements, timing, and the estimated amount of funding available so the City can decide on whether to apply for the funding.

Task 1.8 – Preliminary Design Report. Consultant shall prepare a Preliminary Design Report (PDR) to summarize the applicable analysis and key findings of Tasks 1.1 through 1.7. The PDR will be initially submitted in draft form for the City’s review. The Final PDR will incorporate applicable review comments provided by the City.

Deliverables:

- Draft and Final PDR submitted via electronic PDF format.

Task 2 – Project Management and Meetings

Consultant shall perform project management of this project and conduct progress meetings with the City to update project status.

Task 2.1 – Project Management. Consultant shall perform project management and administration for planning, execution, monitoring, quality control, and reporting of this project during preliminary design. Consultant shall prepare and submit to the City a brief progress letter to accompany each monthly invoice to track status of budget expenditures and key work activities completed during each billing

period. For budgeting purposes, Consultant estimates that 16 labor hours are needed to complete this task.

Task 2.2 – Progress Meetings and Teleconference Calls. Consultant shall prepare for and attend the following progress meetings and teleconference calls based on the following assumptions:

- Progress Meetings – Consultant shall prepare for and conduct two (2) progress meetings during the preliminary design phase at the WWTF. For these meetings, three Consultant team members will attend each meeting. Consultant shall prepare meeting minutes to document key discussion, decisions made, and action items following each meeting. For budgeting purposes, Consultant estimates that 24 labor hours are needed to complete this task.
- Weekly Teleconference Calls - Consultant's project manager shall conduct weekly teleconference calls with the City's project manager to review project status and progress of action items. Each call will be targeted for 30 minutes on average. No meeting minutes will be prepared for these calls. For budgeting purposes, Consultant estimates that 8 labor hours are needed to complete this task.

Deliverables:

- Progress meeting minutes via electronic PDF format.

Budget and Schedule:

Table 1 presents the labor and budget estimates for this project. Consultant shall complete each task based on the following schedule:

- Task 1 – Complete preliminary design within four (4) months after receiving Notice-to-Proceed from the City on this task.
- Task 2 – On-going task with completion schedule to accommodate Task 1.

Assumptions:

The following assumptions were used in developing the Scope of Services:

- City and/or Veolia staff will provide Consultant access to the project site to conduct field observations of the existing facilities.
- Consultant shall utilize existing available aerial topographic surveys and geotechnical engineering investigations provided by the City or Veolia to complete the preliminary design task.

- City will provide the requested WWTF process data within seven (7) calendar days in the format specified by Consultant.
- City will provide copies of any easements that may impact location of facilities due to reserved access limits, limitations on type/size of equipment, etc. within seven (7) calendar days of Notice to Proceed.
- City will take a maximum of fourteen (14) calendar days to review each draft project deliverable and provide one collated set of review comments for each deliverable to the Consultant.
- Final Design and bid period services are not included in the preliminary design task.

TABLE 1

LABOR AND BUDGET ESTIMATE

DIGESTER EQUIPMENT AND DIGESTER NO. 2
PRELIMINARY DESIGN

Task Description	Rick Chan	Rashi Gupta	Daniel Chien	Matt Kallevant	Preet Chaggar	Erik Bahneman	Sarah DesLauriers	Seema Chavan	CAD Drafter	Word Processor	Total Hours	Labor Cost	Other Direct Costs (ODC)				Total Cost
	PM	PE	Civil	Mechanical	Structural	El&C	SLR	Funding					PECE	Mileage	ODC		
	\$294	\$272	\$213	\$213	\$252	\$252	\$272	\$272	\$155	\$115			\$12.00	Trips	Amount	Total	
1.0 Preliminary Design																	
1.1 Process Review	4	16	10	0	0	0	0	0	0	0	30	\$7,658	\$360	0	\$0	\$0	\$7,658
1.2 Space Planning	10	4	4	6	0	2	0	0	0	0	26	\$6,662	\$312	1	\$52	\$52	\$6,714
1.3 Preliminary Design-Digester Equipment Bldg	12	24	18	28	14	42	0	0	20	0	158	\$37,066	\$1,896	0	\$0	\$0	\$37,066
1.4 Preliminary Design-Digester No. 2	6	14	10	20	22	22	0	0	12	0	106	\$24,910	\$1,272	0	\$0	\$0	\$24,910
1.5 Phasing and Sequencing	8	4	6	8	0	4	0	0	0	0	30	\$7,430	\$360	1	\$52	\$52	\$7,482
1.6 Sea Level Rise	4	0	0	0	0	0	40	0	0	2	46	\$12,286	\$552	0	\$0	\$0	\$12,286
1.7 Funding Analysis	4	0	0	0	0	0	0	40	0	2	46	\$12,286	\$552	0	\$0	\$0	\$12,286
1.8 Preliminary Design Report	8	8	6	6	4	6	0	0	0	8	46	\$10,524	\$552	0	\$0	\$0	\$10,524
Task 1.0 Totals =	56	70	54	68	40	76	40	40	32	12	488	\$118,822				Task 1.0 Totals =	\$118,926
2.0 Project Management and Meetings																	
2.1 Project Management	16	0	0	0	0	0	0	0	0	0	16	\$4,704	\$192	0	\$0	\$0	\$4,704
2.2 Progress Meetings and Teleconference Calls	20	12	12	0	0	0	0	0	0	4	48	\$12,160	\$576	2	\$104	\$104	\$12,264
Task 2.0 Totals =	36	12	12	0	0	0	0	0	0	4	64	\$16,864				Task 2.0 Totals =	\$16,968
Project Totals =	92	82	66	68	40	76	40	40	32	16	552	\$135,686	\$6,624	4	\$209	\$209	\$135,895