

**AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT,
INSPECTION, AND MATERIAL TESTING SERVICES
WITH BELLECCI & ASSOCIATES
FY 2019-20 CITYWIDE SEWER IMPROVEMENTS PROJECT ALONG VANCOUVER
AVENUE, BROADWAY, ROLLINS ROAD, EL CAMINO REAL, AND EASEMENTS OF
LA MESA DRIVE, ALTURAS DRIVE, AND LOS MONTES DRIVE**

CITY PROJECT NO. 85570

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between the City of Burlingame, State of California, herein called the "City", and Bellecci & Associates engaged in providing **construction management, inspection, and material testing services** herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant engineering services for construction management and inspection services for the FY 2019-20 Citywide Sewer Improvements Project along Vancouver Avenue, Broadway, Rollins Road, El Camino Real, and Easements of La Mesa Drive, Alturas Drive, and Los Montes Drive, City Project No. 85570.
- B. The City desires to engage a professional engineering consultant to provide construction management 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 professional construction management services during construction, 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 by September 30, 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 \$150,121; 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 Robert Broestl, 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 Civil Engineer
City of Burlingame
501 Primrose Road
Burlingame, CA 94010

To Consultant: Robert Broestl
Vice President
Bellecci and Associates
2290 Diamond Blvd., Suite 100
Concord, CA 94520

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

Bellecci & Associates:
Print Name: Robert Broestl
Title: Vice President

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

City Clerk - Meaghan Hassel-Shearer

**2019/20 CITYWIDE SEWER IMPROVEMENTS 1: VANCOUVER, BROADWAY,
ROLLINS, EL CAMINO, AND EASEMENTS OF LA MESA, ALTURAS,
AND LOS MONTES, CITY PROJECT NO. 85570**

Project Understanding

The City of Burlingame is looking for a Construction Management firm experienced in providing complete construction management services including: construction management, full time construction inspection, budget controls, scheduling, administration, construction engineering, quality assurance, project records, as-built plans and close-out documents.

Project Approach

Bellecci & Associates is proposing an experienced team consisting of highly qualified personnel with extensive Constructability Review, Construction Management, Administration and Inspection Support services experience.

We will provide the construction coordination, administration and support services including oversight, scheduling and coordination. We will also be responsible for coordinating aspects of construction support and overall construction management, construction inspections, and materials testing coordination.

Based on our experience we understand the importance of keeping the public informed about the project. That is why we will ensure that affected residences and businesses receive a written notice of work to be performed, which may impact them, and meet with them as required to ensure the best public relations during construction of the project.

We assume that we are being retained to provide turnkey Construction Support and Construction Management services to the City of Burlingame, with responsibility to conduct all activities and provide all services necessary to ensure successful, timely completion of the planned construction activities.

We anticipate that the services our team will provide will include, but not be limited to the following:

A. Pre-construction Phase

- Coordinate the review of Contractor's submittals with the design team
- Conduct the pre-construction meeting with the Contractor, City and project stakeholders
- Respond to Contractor Request for Information (RFI) with feedback from the Design Engineer
- Review and comment on the Contractor's construction schedule
- Coordinate traffic control plans with City Staff
- Coordinate and plan the staging areas for the project construction with City Staff
- Verify that the construction complies with City's permit requirements and conditions
- Perform a preconstruction site inspection of the project sites to document existing conditions
- Assist Contractor and City with public notifications, public relations & public outreach regarding the project, respond to questions and concerns from the residents

B. Construction Phase (Construction Contract Assume 60 Working Days)

- Provide inspection services for the duration of the construction of the project to ensure that provisions of the contract documents are being fulfilled
- Prepare daily inspection reports documenting observed construction activities
- Take digital photographs providing documentation of construction
- Document changes in the field to compare to the Contractor record drawing markups
- Measure quantities of items constructed and prepare progress payment applications
- Conduct weekly project meetings, prepare minutes, and distribute to designated parties
- Coordinate with appropriate City staff to discuss project issues
- Public relations with residents impacted by construction

**2019/20 CITYWIDE SEWER IMPROVEMENTS 1: VANCOUVER, BROADWAY,
ROLLINS, EL CAMINO, AND EASEMENTS OF LA MESA, ALTURAS,
AND LOS MONTES, CITY PROJECT NO. 85570**

- Prepare a project budget spreadsheet and monitor spending
 - Provide the City with copies of the construction management documentation
 - Review the Contractor's schedule and notify the City of changes that affects the on-time completion of the project
 - Prepare weekly reports of working days and provide them to the Contractor
 - Prepare and assist the City in negotiation of change orders
 - Review, comment and facilitate responses to requests for information (RFI)
 - Monitor and enforce Construction Contractor's compliance with BMPs
 - Monitor safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel
 - Facilitate utility coordination conflicts with the City, the applicable utilities and the Construction Contractor
 - Prepare a monthly progress report for the City Project Manager describing key issues, cost status, and schedule status
 - Coordinate final project inspection
 - Prepare closeout documents
 - Prepare a final funds balance report
- C. Quality Assurance and Contract Management
- Provide and coordinate quality assurance materials testing to verify compliance of the work with the contract documents
 - Review material test reports to substantiate contract compliance
 - Compare Certificates of Compliance or source release tags with the applicable delivered materials at the project site
 - Spot check submitted certified payroll from the Contractor
- D. Post-Construction Phase
- Prepare initial punch list and consolidate comments into final punch list
 - Perform final project inspection
 - Prepare final progress payment for the project including the costs all bid items constructed and approved change orders
 - Finalize project accounting
 - Oversee completion of record drawing (as-built)
 - Transmit all project files and record drawing to the City for archiving

Change Order Management

Our approach to change order management is to have a clear understanding of the requirements of the contract construction documents so we can anticipate potential claims and address them before they occur. If there is situation when a potential claim might be submitted by the contractor, the project inspector clearly documents all work associated with that potential claim. Once a claim letter has been submitted by the contractor we quickly respond to the contractor in writing on the validity of their claim. If the contractor's claim is determined to be valid because of an unforeseen condition or an omission in the contract documents, we use the documentation from the inspector's daily reports and prepare the contract change order.

BUDGET/COST PROPOSAL

City of Burlingame
2019/20 Citywide Sewer Improvements 1: Vancouver, Broadway, Rollins,
El Camino, and Easements of La Mesa, Alturas, and Los Montes, City
Project No. 85570

Construction Management Services

PROJECT BUDGET ESTIMATE											
TASK #	RATE (\$/HR) TASKS DESCRIPTION	206 CONST. MNGR.	156 RESIDENT ENGR.	138 PW INSPECT	150 SR. PW INSPECT	124 APPRENTICE INSPECTOR*	1.075 MATERIAL TESTING	64 CONST. ADMIN.	HRS./ TASK	DIRECT COST	TOTAL COST
A	Pre-construction Phase										
1.01	Overall Project Coordination	10						4	14		\$2,316
1.02	Preconstruction Meeting	4	4	4				2	14		\$2,128
1.03	Construction Submittal Review and Coordination	2	12	2				4	20		\$2,816
1.04	Preconstruction Site Documentation (Photos and/or Videos)	2	4	4				6	16		\$1,972
1.05	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)									\$200	\$200
	Subtotal Preconstruction Phase	18	20	10	0	0		16	64	\$200	\$9,432
B	Construction Phase (Assumes a Construction Work Time of 60 Working Days)										
2.01	Public Notification Coordination and Public Relations	4	8	24				16	52		\$6,408
2.02	Weekly Construction Meetings & Project Coordination (Assume 15 Meetings)	12	24	24				14	74		\$10,424
2.03	Construction Support (Weekly Report, RFI, CO, Partial & Final Pay Verification)	10	24	24				72	130		\$13,724
2.04	Construction Inspection (Assumes Full Time Inspection for 60 Working days)	8	50	410		100		80	648		\$83,548
2.05	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)									\$300	\$300
	Subtotal Construction Phase	34	106	482	0	100		182	904	\$300	\$114,404
C	Quality Assurance										
3.01	Material Testing Coordination, Review, Project Administration and Documentation	2	8					8	18		\$2,172
3.02	Material Testing (Allocation)	2					\$ 7,500	4	6		\$8,731
3.03	Certified Pay Roll Review	2	4					30	36		\$2,956
3.04	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)									\$200	\$200
	Subtotal Quality Assurance Phase	6	12	0	0	0	\$ 7,500	42	60	\$200	\$14,059
D	Post-Construction Phase										
4.01	Post Construction Site Inspection and Punch List	4	4	8				4	20		\$2,808
4.02	Project Close-out Documentation	4	12					8	24		\$3,208
4.03	Oversite of Record Drawing Preparation	2	16					4	22		\$3,164
4.04	Final Reports and Transmittal of all Project Files and Record Drawings	2	12					8	22		\$2,796
4.05	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)									\$250	\$250
	Subtotal Post-Construction Phase	12	44	8	0	0		24	88	\$250	\$12,226
	Construction Management Total	70	182	500	0	100	\$7,500	264	1,116	\$950	\$150,121

* If available, we will have an apprentice inspector on site as required by the California Labor Code Prevailing Wage Determination.

 **Bellecci & Associates**

2290 Diamond Blvd., Ste. 100
Concord, CA 94520
925-685-4568
broestl@bellecci.com

NOTE: BREAKDOWN OF HOURS SHOWN IS FOR ESTIMATING PURPOSES ONLY. DISTRIBUTION OF HOURS WILL VARY.