

**AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES
WITH WILSEY HAM
1740 ROLLINS ROAD SEWAGE PUMP STATION EFFLUENT FORCE MAIN
UPGRADES**

CITY PROJECT NO. 85870

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between the City of Burlingame, State of California, herein called the "City", and Wilsey Ham, engaged in providing Professional Engineering Design Services herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant engineering services for engineering design services for the 1740 Rollins Road Sewage Pump Station Effluent Force Main Upgrades (1740 Rollins Road Sewage PS Force Main Upgrades), City Project No. 85870.
- B. The City desires to engage a professional engineering consultant to provide surveying 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 survey and design of the parallel force main to the existing effluent force main and the rehabilitation of the existing force main at the 1740 Rollins Road Sewage Pump Station, 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 January 31, 2021.

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 \$157,223; 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 Jeff Peterson, P.E., Principal.
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: Jeff Peterson, P.E., Principal
Wilsey Ham
3130 La Selva Street, Suite 100
San Mateo, CA 94403

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

Wilsey Ham:
Print Name: Jeff Peterson
Title: Principal

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

City Clerk – Meaghan Hassel-Shearer

Exhibit A

August 18, 2020



Mahesh Yedluri
Senior Engineer
City of Burlingame
Public Works – Engineering Division
501 Primrose Road
Burlingame, CA 94010

Re: **1740 Rollins Road Sewage Pump Station Effluent Force Main Upgrades
Final Design Proposal**

Dear Mahesh:

Wilsey Ham (WH) is pleased to provide you with this proposal for civil engineering services to prepare Plans, Specifications, and Engineer's Estimate (PS&E) for the City of Burlingame's (City) 1740 Rollins Rd. Pump Station's Effluent Sewer Force Main and rehab existing force main. This proposal includes all work required for preparation of construction documents for the project described below.

Background

We understand that an existing pump station located at 1740 Rollins Road has been designed for rehabilitation and advertised for bid. With the construction of the rehabilitated pump station, the City will also need to install a new, parallel force main and rehabilitate the existing force main. The rehabilitated force main will serve as a backup to the new force main, and the two mains will be used interchangeably to accommodate maintenance and repairs to either force main. The rehabilitated force main will be depicted on separate sheets. It is estimated that the plan set will be increased by five sheets to accommodate the separate sheets for the rehabilitated force main. The new force main is not intended to add any capacity to the existing sewer system.

Our engineering staff has conducted a site visit with City staff to review the existing conditions, and we have performed a preliminary review of the City's street maps and record drawings to assist us in the preparation of this proposal.

For this phase of the work, WH will develop 90%, 100% and plan bid set for a new 12-inch diameter pipeline with separate sheets for the rehabilitation of the existing force main.

From the initial phase, WH understands that the new line will be located in the northbound lane of Rollins. To reduce costs, our topographic survey will be performed on the northbound lane only. Five potholes were taken during the initial phase to determine existing pipe material. This information will be utilized during this project.

The estimated length of this project is approximately 4,050 linear feet. Rehabilitation of the existing force main will be included.

This proposal is also based on the proposed new force main being attached to the east side of both bridges. This proposal does not cover the new force main going underneath either bridge.

Based on the foregoing, Wilsey Ham proposes the following tasks:

Scope of Services

Task 1 – Topo Survey, Locate Underground Utilities, and Prepare Base Maps

The following work items are proposed as part of this task:

1. Horizontal underground utility location and traffic control
2. Set control, perform a topo survey of full project limits, utility dips
3. Processing field data and drafting
4. Perform easement and right of way research
5. Update survey maps with topo
6. Prepare pothole plan
7. Additional potholing and traffic control, 5 PH's/Day
8. Perform site walk to check topo
9. Traffic control for surveying - (2 days assumed)

Task 2 – Prepare 90% Plans, Specifications and Estimate

The following work items are proposed as part of this task:

1. Incorporate City 30% comments
2. Prepare 90% plan/profile sheets at 20 scale (14 sheets)
3. Prepare a title sheet, details sheet, and notes sheet
4. Prepare 90% technical specifications.
5. Prepare draft notice, bid schedule Special Provisions & front end contract book.
6. Update construction cost estimate
7. Perform a Quality Control review of the PS&E package and make revisions as required.
8. Submit the 90% PS&E package to the City
9. Meet with the City to go over the 90% review comments
10. Incorporate City 90% comments

Deliverables:

90% design plans that include separate plan sheets, one set for the new line and one set for the rehabilitated line, technical specifications, bid documents, and cost estimate. All documents will be provided in electronic and hard copy formats (up to 2 sets).

Task 3 – Prepare 100% and Final Plans, Specifications and Estimate

The following work items are proposed as part of this task:

1. Prepare the 100% plan/profile sheets at 20-scale (14 sheets)
2. Prepare the 100% detail sheets
3. Prepare the 100% technical specifications
4. Prepare the 100% Notice, Bid Schedule, Special Provisions, & Front End Contract Docs
5. Update the construction cost estimate
6. Perform a Quality Control review of the PS&E package and make revisions as required.
7. Submit the 100% PS&E package to the City.

8. Meet with the City to go over the 100% review comments.
9. Address City's 100% comments and finalize PS&E
10. Resubmit PS&E to City of bidding.

Deliverables:

100% design plans that include separate plan sheets, one set for the new line and one set for the rehabilitated line, technical specifications, bid documents, and cost estimate. All documents will be provided in electronic and hard copy formats (up to 3 sets).

Assumptions & Exclusions

1. This proposal and schedule assumes that Wilsey Ham will receive a Notice to Proceed (NTP) prior to July 6th. If NTP is received after July 6th, the schedule will be adjusted accordingly.
2. Bid services and construction assistance services are excluded from this proposal.
3. We have assumed a minimal amount of meetings in this proposal. If additional meetings are needed, additional fees will be required.
4. Only the tasks specifically proposed above are included in this proposal.

Fee

Wilsey Ham's fee for the Scope of Services described above is **\$157,223**. The attached spreadsheet provides a breakdown of costs per task..

Authorization

Wilsey Ham will not begin work until receiving a Notice to Proceed. We appreciate the opportunity to assist the City with this project.

Very truly yours,

WILSEY HAM
A California Corporation

Randal Krejcarek

Randal Krejcarek, P.E.
Supervising Engineer
C90904

City of Burlingame
1740 Rollins Road Sewage Pump Station Effluent Force Main Upgrades - (4050 L.F.)
Fee Estimate
8/18/2002

TASK DESCRIPTION	SUPERVISING ENG/SURV \$223 HRS	SENIOR ENGINEER \$200 HRS	ASSOCIATE ENGR/SURVYR \$190 HRS	ENGINEER II \$179 HRS	SENIOR DESIGNER \$156 HRS	2 PERSON SURVEY CREW \$257 HRS	SUB- CONSULTANTS	REIM- BURSABLE EXPENSES	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
1 Topo Survey, Locate Underground Utilities, And Prepare Base Maps											
1 Horiz underground utility location + traffic control (AGS)	0	400 2	0	0	0	0	10,580		400	10,980	2
2 Set control, perf a topo survey of full project limits, util dips	446 2	0	0	0	1,092 7	12,336 48		864	13,874	14,738	57
3 Processing Field Data and Drafting	0	0 0	1,900 10	0	3,744 24	0			5,644	5,644	34
4 Perform easement & right of way research	0	200 1	0	0	624 4	0			824	824	5
5 Update survey maps with topo	0	0	0	0	7,488 48	0			7,488	7,488	48
6 Prepare Pothole plan	0	200 1	0	0	624 4	0 0			824	824	5
7 Additional PH'ing +traf contr (Exaro) Day Rate @ 5 PH's/Day	0	0	0	358 2	0	0	10,130		358	10,488	2
8 Perform site walk to check topo	0	0	0	0	780 5	0		25	780	805	5
9 Traffic Control for Surveying - (2 days assumed)	0	0	0	0	0	0	3,278		0	3,278	0
Subtotal	446 2	800 4	1,900 10	358 2	14,352 92	12,336 48	23,988	889	30,192	55,069	158
2 90% Plans, Specs & Estimate											
1 Incorp City 30% Comments	446 2	3,600 18	0	5,012 28	3,120 20	0			12,178	12,178	68
2 Prepare 90% plan/profile sheets (14 sheets)	223 1	2,000 10	0	10,740 60	9,828 63	0			22,791	22,791	134
3 Prepare title and detail sheets	223 1	600 3		1,432 8	1,248 8				3,503	3,503	20
4 Prepare 90% tech specs	223 1	400 2		3,580 20					4,203	4,203	23
5 Prep draft notice, bid sched, Spec Provs & front end contract book	0	400 2	0	2,864 16	0	0			3,264	3,264	18
6 Update construction cost estimate	0	400 2	0	1,432 8	0	0			1,832	1,832	10
7 QC review, revs, & submit 90% PS&E package to City	1,338 6	1,200 6		1,074 6	936 6				4,548	4,548	24
8 Submit 90% PSE to the City	223 1	800 4		1,432 8	1,248 8				3,703	3,703	21
9 Meet with City to review 90% PS&E comments	669 3	600 3							1,269	1,269	6
10 Incorp City 90% Comments	446 2	3,600 18	0	5,012 28	3,120 20	0			12,178	12,178	68
Subtotal	3,791 17	13,600 68	0 0	32,578 182	19,500 125	0 0	0	0	69,469	69,469	392
3 100% PS&E and Final PS&E											
1 Prepare 100% plan/profile sheets (14 sheets)	0	1,800 9	0	5,012 28	5,148 33	0			11,960	11,960	70
2 Prepare 100% detail sheets	0	400 2	0	716 4	624 4	0			1,740	1,740	10
3 Prepare 100% tech specs	0	400 2	0	1,432 8	0	0			1,832	1,832	10
4 Prep 100% notice, bid sched, Spec Provs & front end contract	0	800 4	0	2,148 12	0	0			2,948	2,948	16
5 Update construction cost estimate	0	200 1	0	716 4	0	0			916	916	5
6 Perform QC review of submittal package, incorp revs	446 2	600 3	0	537 3	468 3	0			2,051	2,051	11
7 Submit 100% PS&E package to City	0	400 2	0	716 4	936 6	0			2,052	2,052	12
8 Meet with City to review 100% PS&E comments	669 3	600 3	0	0	0	0			1,269	1,269	6
9 Address City's 100% PS&E comments and finalize PS&E	892 4	1,600 8	0	2,148 12	1,872 12	0			6,512	6,512	36
10 Resubmit final PS&E to City for bid		400 2		537 3	468 3				1,405	1,405	8
Subtotal	2,007 9	7,200 36	0 0	13,962 78	9,516 61	0 0	0	0	32,685	32,685	184
GRAND TOTAL	6,244 28	21,600 108	1,900 10	46,898 262	43,368 278	12,336 48	23,988	889	132,346	157,223	734

- Notes:**
1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
 2. Total All\$ includes subconsultants and reimbursable costs.
 3. Hourly rates effective through December 31, 2020 and subject to revision annually thereafter.
 4. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.
 5. Proposal assumes going around bridge and not under bridge.

City of Burlingame
1740 Rollins Road Sewage Pump Station Effluent Force Main Upgrades- (4050 L.F.)
Preliminary Schedule
8/18/2020

TASK DESCRIPTION	Hrs	Month (1)																					
		1				2				3				4				5				6	
1 Topo survey, locate underground utilities, prep base maps																							
1 Horiz underground utility location + traffic control (AGS)	2																						
2 Set control, perf a topo survey of full project limits, util dips	57																						
3 Processing Field Data and Drafting	34																						
3 Perform easement & right of way research.	5																						
4 Update survey maps with topo	48																						
5 Prepare Pothole plan	5																						
6 Perform site walk to check topo	5																						
7 Traffic Control for Surveying - (2 days assumed)	2																						
2 90% Plans, Specs & Estimate																							
1 Incorp City 30% Comments	68																						
2 Prepare title sheet and notes sheet	20																						
3 Perf PH'ing pipes to deter mater.+traf contr (Exaro) 3 days	40																						
4 Prepare draft plan/profile sheets (14 sheets)	134																						
5 Prepare detail sheets	20																						
6 Prepare draft tech specs	23																						
7 Prep draft notice, bid sched, Spec Provs & front end contract bk	18																						
8 Update construction cost estimate	10																						
9 QC review, revs, & submit 90% PS&E package to City	24																						
10 Submit 90% PSE to the City.	21																						
11 Meet with City to review 90% PS&E comments	6																						
12 Incorp City 90% Comments	68																						
3 100% PS&E and Final PS&E																							
1 Prepare 100% plan/profile sheets (14 sheets)	70																						
2 Prepare 100% detail sheets	10																						
3 Prepare 100% tech specs	10																						
4 Prep 100% notice, bid sched, Spec Provs & front end contract	16																						
5 Update construction cost estimate	5																						
6 Perform QC review of submittal package, incorp revs	11																						
7 Submit 100% PS&E package to City	12																						
8 Meet with City to review 100% PS&E comments	6																						
9 Address City's 100% PS&E comments and finalize PS&E	36																						
10 Resubmit final PS&E to City for bid	8																						

Notes:

(1) The first month will begin when the NTP is issued. Once issued the schedule will be adjusted to reflect actual start date.

WH Task Time
City Review Time