

EXHIBIT A
CONSULTING SERVICES AGREEMENT

**CONSULTING SERVICES AGREEMENT BETWEEN THE
CITY OF SOUTH SAN FRANCISCO AND BELLECCI & ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and Bellecci & Associates ("Consultant") (together sometimes referred to as the "Parties") as of December 12, 2018 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as **Exhibit A**, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibit A**, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2021; as term of three years. Consultant shall complete the work described in **Exhibit A** prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections **1.1** and **1.2** above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$327,416 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as **Exhibit A**, or Consultant's compensation schedule attached as **Exhibit B**, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours, which shall include an estimate of the time necessary to complete the work described in **Exhibit A**;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.

- 2.6 **Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement: Printing, plotting and delivery services. Reimbursable expenses shall not exceed \$710. Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded.

- 2.7 **Payment of Taxes, Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit D. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator. The Contract Administrator shall issue Consultant Notices to Proceed for phases of the work so as to not exceed the available budget appropriated by the City for the project each fiscal year.

- 2.10 Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

- a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit C**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s).

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator (as defined in Section 10.9). The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad

as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, and employees.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, and employees shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, and employees.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the

certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, and employees. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit.

4.4.8 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1. Separate Professional Liability (PL) Indemnity. As respect to the performance of professional services, Consultant agrees to indemnify and hold harmless City, its officers, employees, authorized agents/volunteers (collectively, the "City Indemnitees"), from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs

(including reasonable and necessary attorneys' fees, costs and expenses) to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable. Consultant has no obligation to pay for any of City Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

5.2 Separate Other than Professional Liability (OPL) Indemnity. As respect to its operations, other than the performance of professional services, Consultant agrees to indemnify, hold harmless and defend City with counsel approved by City, the City Indemnitees, from and against any damages, liabilities, judgments, settlements, costs, claims, demands, actions, suits, losses, and expenses (including reasonable and necessary attorneys' fees, costs and expenses) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable.

5.3 Common PL & OPL Indemnity Provisions. Consultant's obligations under this Section 5 shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless under Section 5.2 includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF Consultant.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however,

otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.4.1 Subcontracting

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by

Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

- B. Consultant shall perform the work contemplated with resources available within its organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Scope of Work.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3** Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant; or
- 8.6.4** Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those

documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

9.3.1 Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the term of the Agreement and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain the provision.

9.3.2 Audit Review Procedures.

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Finance Director.

- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals. All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City and its employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Richard Cho ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant: Anoop Admal, Principal in Charge
Bellecci & Associates
7077 Koll Center Parkway, Suite 210
Pleasanton, CA 94566

City: City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

- 10.12 Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
- 10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties..

10.14 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

10.16 Cost Principles and Administrative Requirements.

A. Consultant agreed that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items not otherwise identified in the Scope of Work.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

10.17 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the total compensation stated in this Agreement; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

10.18 Statement of Compliance.

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and

applicants for employment are free from such discrimination and harassment. Consultants and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance of their assignees and successors in interest.
- D. The Consultant, with regard to the work, performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

10.19 Debarment and Suspension Certification.

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

The Parties have executed this Agreement as of the Effective Date.


CITY OF SOUTH SAN FRANCISCO

Consultants


Mike Futrell, City Manager

 Jan 4th, 2019
Anoop Admal, Principal in Charge

Attest:


City Clerk 1/22/19

Approved as to Form:

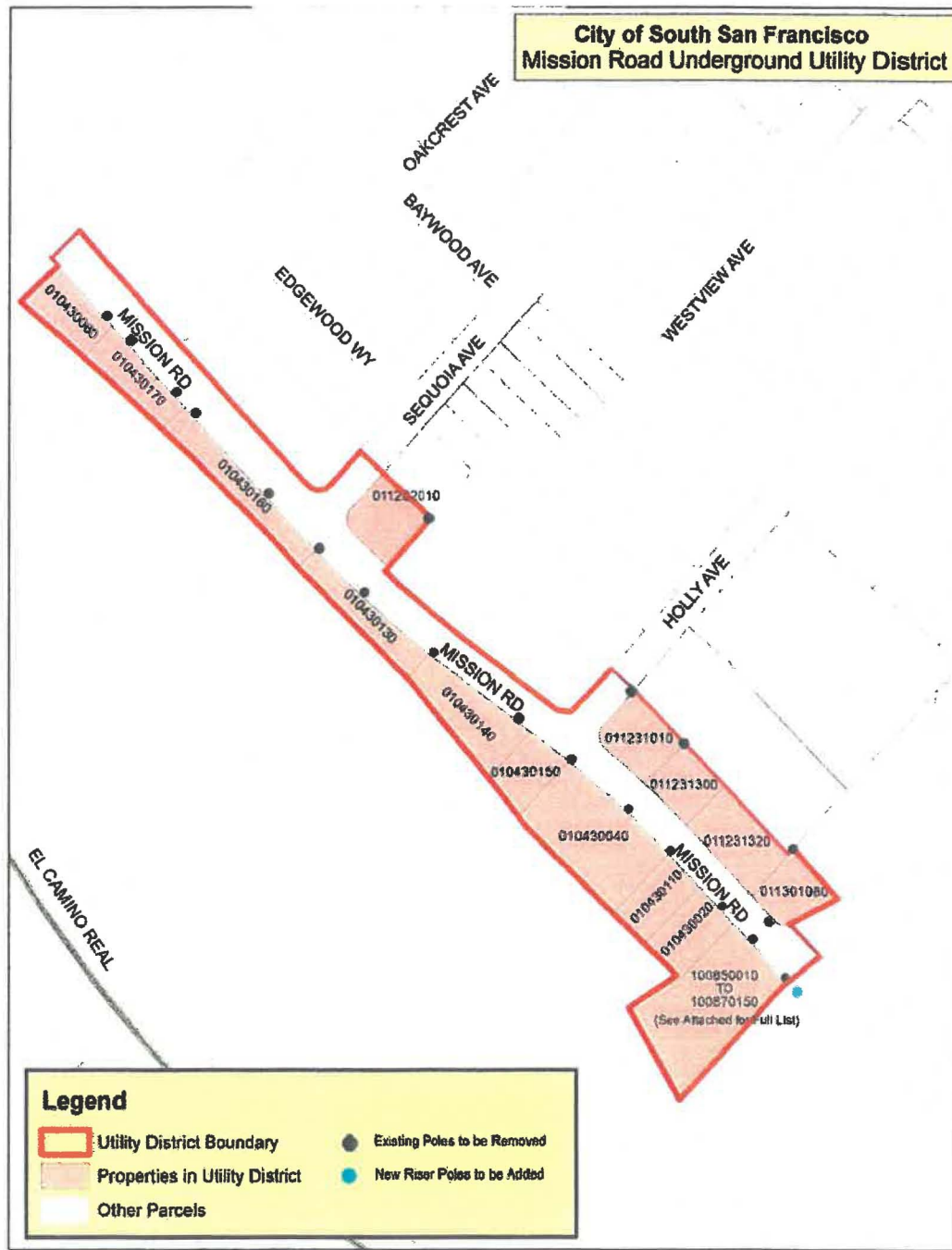

City Attorney

2729962.1

Exhibit A - Scope of Work

Description of Work:

Bellecci & Associates, Inc. (CONSULTANT) will provide civil engineering design services to the City of South San Francisco (CITY) for the Mission Road Underground Utility District Project (PROJECT). The PROJECT will include producing a complete design documents suitable for public bid solicitation and bidding/construction phase engineering support. Below is a map showing limits of underground utility district (UUD) for Mission Road.



Task 1: JOINT TRENCH INTENT DRAWING & BASE MAP

1.1 Project Management and Coordination Meetings

CONSULTANT will be responsible for managing design team staff. The key project management tasks that will be implemented by Bellecci include creation of the project scope of work and cost proposal, establishing and updating the project schedule, monitoring and updating the project budget and invoicing, scheduling coordination meetings with key parties. Details on the key Project Management tasks are summarized below.

- Meetings: The meetings shall include two (2) design review meetings with CITY staff, PG&E, and/or utility coordination meetings as determined by the CITY.
- Schedule: The project schedule will be created in MS Project and submitted to the CITY for review and approval.

Deliverables: Updates of MS Project Schedule, Budget Spreadsheet, Meetings Notes

1.2 Topographic Surveys

CONSULTANT's union survey crews will collect field topographic information with appropriate detail for a joint trench utility project; within the limit of work. The topographic survey beyond the trench limits will be for general base mapping purposes and will include: visible utility locations, invert elevation, striping, existing curb and gutter, sidewalks, asphalt dikes, ramps, driveways, fences, edge of pavement, retaining walls, trees, poles, signs, in order to complete the base map information using the CITY Datum and Coordinate system. The topographic survey will help identify the existing street profile slopes, existing street cross section and drainage patterns. CONSULTANT will conduct right-of-way research to identify the record property lines and easement lines in the project area. The right-of-way research will involve downloading parcel maps from an on-line subscription to Parcel Quest, and fitting the record right-of way dimensions onto the CAD aerial topographic survey and supplemental survey. Property lines will be aligned with the topographic survey by reference to curbs and fence lines.

1.2.1 Aerial Topo

Before aerial survey Bellecci field surveys will collect detailed field topographic survey at project site, and the field topographic survey points will be used in-lieu of flight crosses for aerial control. Aerial survey will be appropriate for 1" =40' topography. CONSULTANT's aerial mapping subconsultant will fly 4 RGB digital images in two flight strips at 1:3200 photo scale at approximately 1600' above the ground. Images will be scanned at 2000 dpi for use in a soft-copy photogrammetric workstation.

- Production: Aerial mapping subconsultant will complete the following:
 - Analytical aero triangulation of the 4 images, including manual "pass" and "tie" points.
 - Measurement of aerial ground control panels. Least squares adjustment of the image block.
 - Adjusted stereo paired images are viewed in stereo compilation software, and planimetric features are collected. There is no contour or elevation delivery for this project.

- Orthoimagery is produced after a 'light-DTM' ground terrain model is complete. Images are stitched together, seam lines are edited, and defects are removed.
- All plan/ortho output data undergoes quality control and edit by a separate operator.
- Limitations:
 - Aerial photogrammetry cannot map objects that are obscured by trees, overhanging objects, parked cars, etc. or do not have the visual acuity to be discerned given the project flying height. End products are considered planning-level products. It is advised that additional ground truthing / field survey be conducted before project design and construction.

Deliverable: Aerial Mapping Subconsultant will provide a single CAD file in AutoCAD format (DWG) for DTM and mapping, and one orthoimagery tile as TIF and JPG. The resolution of the TIF and JPG files will be 0.1' pixel.

1.3 Utility Mapping

CONSULTANT will coordinate with owners of the utilities in the project areas to request and obtain their available utility base maps for use in developing the plans. The approximate locations of the utilities will be added to the base map from the information provided by the utility companies. CONSULTANT will request from the City electronic copies of available record maps from the CITY Maps and Files office and utility maps obtained from utility companies; and include existing as-built mapping information on the project plans. The utility mapping will also incorporate line work that is generated by connecting the topographic survey points from surface evident utility lids and manholes, with the conduit and pipeline pathways supported by record utility mapping information.

1.4 Field Utility Mapping

Bellecci's Utility Mapping Subconsultant will conduct a field visit, detect and mark the existing utilities locations at the project area. Bellecci's Utility Mapping Subconsultant will perform topographical surveys of all on-site utilities and create an AutoCAD file using provided or arbitrary coordinates.

Deliverables for Task 1.2, 1.3 & 1.4: Base Map on 24" x 36" plan sheet with City Standard Border, sent to City and PG&E in PDF format.

1.5 30% Joint Trench Intent Drawing

CONSULTANT will be responsible for developing 30% (concept) joint trench intents showing trench route, potential points of connection and location of joint trench vaults on the base map generated from Tasks 1.2 and 1.3 and will be provided to the City for review.

Deliverables: 30% Joint Trench Intents drawing in PDF format sent to the City project manager. Intent Drawing will be displayed on 24" x 36" size sheets with City standard border.

1.6 100% Joint Trench Intent Drawing

CONSULTANT will be responsible for developing 100% joint trench intents that addresses CITY comments and providing intent drawings to Utilities (PG&E, AT&T, Wave Broadband, and Comcast). CONSULTANT will meet with CITY and Utilities to present the proposed design and discuss review comments.

Deliverables: Drawings on 24" x 36" plan sheet with City Standard Border, sent to City and PG&E in PDF format.

1.7 Printing and Delivery Allowance: One (1) copy of Joint Trench intent drawing plans will be sent to the City.

TASK 2: MANAGEMENT DURING UTILITY DESIGN PHASE

2.1 Assist during Utility Design Phase

CONSULTANT will coordinate with the Utility companies to obtain their design needs. CONSULTANT will communicate all design issues with CITY. CONSULTANT will provide support during the Task 2 phase of the project up to the budget amount included.

TASK 3: PREPARE JOINT TRENCH PLANS & FORM B

3.1 Project Management and Coordination Meetings

CONSULTANT will be responsible for managing design team staff during Task 3. The key project management tasks that will be implemented by Bellecci include establishing and updating the project schedule, monitoring and updating the project budget and invoicing, scheduling coordination meetings with key parties. Details on the key Project Management tasks are summarized below.

- Meetings: The meetings shall include one (1) design review meetings with CITY staff, PG&E, and/or utility coordination meetings as determined by the CITY.
- Schedule: The project schedule will be created in MS Project and submitted to the CITY for review and approval.

Deliverables: Updates of MS Project Schedule, Budget Spreadsheet, Meetings Notes

3.2 30% Joint Trench Plans Submittal

CONSULTANT will be responsible for developing the composite joint trench plans that will be submitted to the City and PG&E for review. The Joint Trench Plans prepared by Bellecci will be a scaled plan view showing the locations of the main trench, utility company vaults, modifications to City wet utilities in conflict with joint trench, approximate locations of existing utilities, existing power poles, overhead power lines, hatching of the surface restoration areas, surface restoration notes, property lines from UUD boundary map prepared by City.

In general, the layout of the utility trenches and utility vaults will match the designs provided by the utility companies. However, as the design civil engineers will make adjustments to the utility company designs based on civil engineering design practices for utility conflicts and impacts to existing surface improvements. PG&E will be informed of the design changes to the trench alignments via the progress submittals included in the contract. Listed below are items to be included on the plans:

- Joint Trench Occupancy Guide: Describes the different combination of trench occupants and assigns a label to each combination
- Work Responsibility Matrix for Joint Trench: Describes for each trench who is responsible for the following: excavate, backfill, conduits, conductors, surface restoration, boxes
- Conduit Sweeps Chart
- Joint Trench Crossing Detail - Under Utility Conflict
- Joint Trench Crossing Detail - Over Utility Conflict
- Vault Sweep Entry Detail and Dimension Chart
- Exhibit for Pay Limits on Street Trenching Vs Limits of Private Property Plan View of Joint Trench
- Vault Details: The required vault details/catalog cuts from each utility company
- Greenbook's Occupancy Guide Notes Joint Trench Section Configuration Table: The lettering system is built to track the various combinations of occupants in the Joint Trench. It matches the Form B. Each Label refers to a particular joint trench configuration as well as its associated unit cost
- Typical Trench Sections with references to the Form B chart: Form B trench configuration table describes typical trench sections with the information of corresponding trench width, depth and joint trench configuration
- Minimum Trench Cover Chart
- Callout notes in plan view to specify the trench depths
- Trench Detail for Shallow Depth Trenches
- Required Construction Notes from PG&E, AT&T, Wave Broadband & Comcast
- Staging plans will indicate the required sequence of work and the requirements for the Contractor prepared traffic control plan for each stage of construction.

The final plans, specifications and bid items will include the sheets described below. List of Sheet Series:

<u>Series #</u>	<u>Description</u>
1.	Title Sheet
2.	Notes & Details
3.	Form B Trench Configuration
4.	Joint Trench Plan
5.	Surface Restoration Plan
6.	Existing Utilities & Potholing Plan
7.	Utilities Relocation
8.	Street Lighting Plans
9.	Staging Plans
10.	Storm Water Pollution Control Plan

Items 1, 2, 4, 8, 9 and 10 above are included but not finalized as part of the 30% submittal. The Form B will be prepared at the 100% submittal. CONSULTANT will coordinate the Services Conversions plans by PG&E. The Composite Drawing plans will show the conduits up to 5' from the building at the locations requested by PG&E.

CONSULTANT will coordinate with CITY to select streetlight fixtures in accordance with a) CITY standard spacing and b) layout locations which avoid driveways and other fixed existing facilities. For the early stages of design / early submittals the street light plans will be shown for pole, trench and service locations. The conductor sizing and street light details will be prepared by the Electrical Engineer for the final two submittals.

During final design CONSULTANT will notify the utility companies that have facilities that are in conflict with the proposed improvements. Utility Companies will be provided with a plan that depicts the utility conflicts and the required utility relocations to be performed by the utility companies.

TECHNICAL SPECIFICATIONS will follow PG&E Greenbook Standards and will be submitted in technical specification format to be included in the overall project Contract Book prepared by the City for bidding. Technical specifications will be prepared in a modified Caltrans Section 10 format. The 90% and Final Bid documents will include the technical specifications, with the payment clauses included in the 90% and final bid documents submittal.

The construction cost estimate will be in the Form B spreadsheet format. The unit prices in the Form B will be based on recent publicly bid Joint Trench projects. The unit prices will also assume a minimum of four responsible bidders.

Deliverables: Engineer's estimates will be provided with each submittal and will be provided in PDF and a MS Excel spreadsheet. Electronic PDF submittals of Plans and Specifications in WORD will also be provided with the submittal. The 30% design phase will commence when Comcast, AT&T and PG&E have completed their designs. The CAD xref base files will be provided to City upon completion of the final submittal.

3.3 Potholing

CONSULTANT will retain a potholing Contractor to expose existing utilities at select locations. Potholing contractor will follow normal CITY requirements for working hours and approval prior to any lane closures on public streets. The traffic control plan will be per a Caltrans standard detail or approved project specific hand sketch. The City permit will be a no cost permit and City project manager will assist with the permit processing since this is a City project. The potholing contractor will mark a set of plans to indicate depth, diameter and location of existing pipe. CONSULTANT will incorporate information provided by potholing Contractor in joint trench design and prepare potholing plan for 100% Joint Trench Plans Submittal. Budget included in this proposal assumes 8 potholes.

Deliverable: PDF copy of pothole data provided by potholing contractor. CONSULTANT will prepare potholing plan for the 100% Joint Trench Plans Submittal.

3.4 90% Joint Trench Plans Submittal

Consultant will make minor layout revisions for the 90% submittal and update the Form B, cost estimate and technical specifications. The 90% submittal will commence after all utility companies have provided comments on the 30% submittal. The 90% submittal will add the trenching on private property up to within 5' of the PG&E meter location. The PG&E meter locations will be identified by a site walk by the design engineer, who will also collect line work for the approximate surface conditions between the back of walk and the PG&E meter locations. It is assumed that there are no changes to Utility designs from Utility Companies (Comcast, AT&T, Wave Broadband or PG&E) after this stage of the design process. The 90% submittal will also include payment clauses.

Deliverables: see Task 3.1 for deliverables

3.5 100% Form B Submittal

CONSULTANT will be responsible for preparing the Form B cost allocation, including reimbursable expenses for in-house printing, that will be provided to CITY in PDF format for review and revision, then submitted to Utilities for Comment. CONSULTANT will lead CITY's negotiations to obtain Utilities approval of the Form B cost allocation. Negotiations with Utilities will include a) providing completed plans and Form B, b) coordination with utility company reviews at each submittal, c) responding to questions and concerns from utility companies, and d) keep the City informed on the status of the utility company review.

The 100% Form B submittal will be concurrent with the Bid Documents submittal to the City. Listed below are some of the key items included on the Form B.

- Show separate sections in the Form B for a) Trenching, b) Conduits, c) Vaults, and soft costs (Engineering – Composite Drawing, City Construction Management as allowed by PG&E).
- PG&E may require a separate section in the Form B for surface restorations, because this cost is shared equally among the trench occupants. Consultant will compile the total surface restoration into a single area calculation, which will be prorated to each trench based on the length and average width of each trench.
- The cost sharing for each Form B Trench item is divided among the trench occupants per UO Standard S5453.
- Based on other recent Rule 20 project the other public work construction items related to the Rule 20 as incidental to the Trench cost in the Measurement/Payment specifications. These items include Traffic Controls, Water Pollution Control, Mobilization, Clearing/Grubbing, Demolition, Construction Surveying by Contractor, and other non-utility specific items.
- It is not anticipated there will be new utility design and limit of work comments from utility companies as part of the Final Form B submittal.

Deliverable: PDF copy of Form B submitted for Utility Company signature.

3.6 100% Joint Trench Plans Submittal

CONSULTANT will be responsible for developing the bid documents after receiving the final utility company and City review comments. The work on the final bid documents will commence when the CONSULTANT has received all comments in writing from City, AT&T, Comcast, Wave Broadband and PG&E after the 90% submittal. CONSULTANT will prepare the bid schedule and payment clauses. The CONSULTANT will coordinate with City on the City prepared special provisions and boilerplate specifications. CONSULTANT will provide input on some of the upfront contract document items such as allowance of working days, staging, and progress and sequencing of work. CONSULTANT will cross check bid schedule line items against descriptions and quantities in plans and technical specifications to ensure consistency, clarity and ease of bidding. Significant utility company layout and design changes are not anticipated at this stage of design and at the 90% submittal stage of design. CONSULTANT will prepare a submittal/comment/response log to be included in the bid documents.

Deliverable: see Task 3.1 for deliverables. Submittal log to be included in the bid documents.

3.7 90% & 100% Street Lighting Plans Submittal for Electrical Engineer

Electrical Engineer will provide 90% and 100% street light plans. The streetlight plan included in the 100% submittal will be suitable for use as bidding and construction, and will indicate and specify conduits, conductors, service points, pull boxes, light locations, and details. The spacing is to be based on City standard spacing and detailed photometric calculations are not anticipated.

Deliverable: Street Lighting Plan on 24" x 36" plan sheet with City Standard Border, sent to City in PDF format.

3.8 Printing and Delivery Allowance: One (1) hard copy of stamped and signed Final plans will be sent to the City.

TASK 4: ENGINEERING SUPPORT DURING CONSTRUCTION

4.1 Project Management and Coordination Meetings

CONSULTANT will be responsible for managing design team staff during Task 4. The key project management tasks that will be implemented by Bellecci include monitoring and updating the project budget and invoicing, scheduling coordination meetings with key parties. Details on the key Project Management tasks are summarized below.

- **Schedule:** The project schedule will be created in MS Project and submitted to the CITY for review and approval.

Deliverables: Updates of Budget Spreadsheet, Meetings Notes

4.2 Bidding Assistance

During the bidding phase, CONSULTANT will provide the County with engineering support and assistance to answer Contractor questions pertaining to the plans and specifications up to the hours allowance in the budget spreadsheet. CONSULTANT will prepare and issue

one contract addenda, as needed. CONSULTANT will prepare a bid comparison Excel spreadsheet and assist the County in the review of bids. CONSULTANT will assist with the review responsiveness of presumed low bid(s). CONSULTANT will lead site walk and pre-bid meeting.

Deliverable: Copies of all addenda and correspondence

4.3 Design Services During Construction (DSDC) Level 1

In this stage, CONSULTANT will provide engineering support during the projects' construction phases. Examples of construction support services to be performed up to the budget on the labor summary spreadsheet include the following; project management, field visits, project meetings (as needed), record drawings preparation, submittal reviews and requests for information (RFI).

- Level 1 Construction Support is the CONSULTANT will review only select submittals and select RFI's with the City construction manager and inspector providing responses to most of the submittals and RFI's. The hours spent on this task will be tracked and CONSULTANT will inform the City when the budget is approximately 3/4 expended.

4.4 Design Services During Construction (DSDC) Level 2

- Level 2 Construction support added to Level 1 if the CONSULTANT is taking a more active role in reviewing most of the Submittals and most of the RFI's. Consultant will provide periodic summary of the hours expended on construction support services to track the budget.



Exhibit B - Compensation Schedule
"Mission Road Rule 20A UUD Project, City of South San Francisco"
Joint Trench Engineering
by Bellecci & Associates - November 27, 2018

TASKS DESCRIPTION	PROJ MNGR	PROF ENG	ASSOC ENG	ENG/SUR TECH	OFF. SURVYR.	FIELD CREW	Total Hours	SUBCONSULTANTS	Budget
TASK 1 - JOINT TRENCH INTENT DRAWING & BASE MAP									
1.1 Project Management & Coordination Meetings	6	6	0	3	0	0	15	\$0	\$2,620
1.2 Topographic Survey	0	1	8	8	6	24	47	\$7,500	\$17,270
1.3 Utility mapping	0	4	44	79	0	0	127	\$0	\$16,860
1.4 Subtronic field utility mapping - incl 10% mark-up	1	1	6	9	0	0	0	\$24,000	\$26,350
1.5 30% Joint Trench Intent Drawing	3	16	36	44	0	0	99	\$0	\$14,130
1.6 100% Joint Trench Intent Drawing	1	3	12	22	0	0	38	\$0	\$5,200
1.7 Sub Mark-up	0	0	0	0	0	0	0	\$0	\$750
1.8 Printing & Delivery Allowance	0	0	0	0	0	0	0	\$0	\$300
Totals=	11	31	106	165	6	24	326	\$31,500	\$83,480
TASK 2 - MANAGEMENT DURING UTILITY DESIGN PHASE									
2.1 Assist during Utility Design Phase Allowance	3	3	0	10	0	0	16	\$0	\$2,490
Totals=	3	3	0	10	0	0	16	0	\$2,490
TASK 3 - PREPARE JOINT TRENCH PLANS & FORM B									
3.1 Project Management & Coordination Meetings	6	6	0	3.7	0	0	15.7	\$0	\$2,842
3.2 30% Jt Plans Submittal	3	26	58	62	0	0	149	\$0	\$22,410
3.3 Potholing	0	1	6	36	0	0	43	\$36,750	\$42,560
3.4 90% Jt Plans Submittal	6	58	138	158	0	0	360	\$0	\$53,720
3.5 100% Form B Submittal	2	8	72	78	0	0	160	\$0	\$24,010
3.6 100% Jt Plans Submittal	3	28	50	80	0	0	161	\$0	\$25,104
3.7 90% and 100% Street Lighting Plans Submittal	0	0	0	0	0	0	0	\$13,200	\$13,200
3.8 Printing & Delivery Allowance	0	0	0	0	0	0	0	\$0	\$450
Totals=	14	121	324	414	0	0	873		\$184,296
TASKS 1-3, TOTAL									\$270,266
TASK 4 - ENGINEERING SUPPORT DURING CONSTRUCTION									
4.1 Project Management & Coordination Meetings	6	6	0	3.18	0	0	15.18	\$0	\$2,910
4.2 Bidding Assistance	3	5	5	5	0	0	18	\$0	\$3,110
4.3 Design Services During Cosntruction (DSDC) Level 1	4	30	40	60	0	0	134	\$0	\$21,410
4.4 Design Services During Cosntruction (DSDC) Level 2	6	40	60	80	0	0	186	\$0	\$29,720
Totals=	13	75	105	145	0	0	338		\$57,150
TASKS 1-4, TOTAL									\$327,416

2018-19 rates	190	184	142	125	170	268
2019-20 rates	199.5	193.2	149.1	131.3	178.5	281.4
2020-21 rates	209.0	202.4	156.2	137.5	187.0	294.8

Subconsultants Services

Aerial Mapping	\$7,500
Field Utility Mapping	\$24,000
Potholing	\$36,750
Electrical Engineering for Street Light Plan	\$13,200

Tasks	Fee	Year
1.1-1.7	\$83,480	FY18-19
2.1, 3.1-3.4	\$124,022	FY19-20
3.5-3.8, 4.1-4.4	\$119,914	FY20-21

NOTE: Breakdown of hours shown is for estimating purposes only. Distribution of hours will vary.



City of South San Francisco

P.O. Box 711 (City Hall,
400 Grand Avenue)
South San Francisco, CA

City Council

Resolution: RES 199-2018

File Number: 18-269

Enactment Number: RES 199-2018

RESOLUTION APPROVING A CONSULTING SERVICES AGREEMENT WITH BELLECCI & ASSOCIATES OF PLEASANTON, CALIFORNIA FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE MISSION ROAD UNDERGROUND UTILITIES DISTRICT (PROJECT NO. ST1904) IN AN AMOUNT NOT TO EXCEED \$327,416, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND AUTHORIZING A BUDGET OF \$360,158.

WHEREAS, on August 22, 2018, the City Council adopted Ordinance 1561-2018 to establish the Mission Road Underground Utilities District in accordance with provisions of CPUC electric Rule 20A; and

WHEREAS, Ordinance 1561-2018 specified that the City would be the lead agent responsible for completing the project joint trench design and construction; and

WHEREAS, the District extends approximately 2,500 linear feet along Mission Road from Grand Avenue to the South San Francisco BART Station southern entrance; and

WHEREAS, PG&E, AT&T, Wave Broadband, and Comcast, the utilities in this project, will reimburse the City for their share of design and construction costs to move their utilities underground; and

WHEREAS, on August 21, 2018, staff advertised a Request for Proposals for professional services for design and construction support services on the eBidboard website; and

WHEREAS, on September 10, 2018, the City received two proposals from Bellecci & Associates and from Tarrar Utility Design; and

WHEREAS, staff convened an evaluation panel to review and rate the written proposal and then to interview the two firms, ultimately selecting Bellecci & Associates as the best qualified to provide design and construction support services on the Mission Road Underground Utilities District; and

WHEREAS, after completing this qualifications evaluation, staff negotiated a fee proposal of \$327,416 which is a reasonable cost for the specified scope of work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approves a consulting services agreement, attached herewith as Exhibit A, with Bellecci & Associates of Pleasanton, California in an amount not to exceed \$327,416, conditioned on the consultant's timely execution of the consulting services agreement and submission of all required documents,

including but not limited to, certificates of insurance and endorsements, in accordance with the Project documents.

BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco authorizes the Finance Department to establish the Project budget consistent with the information contained in the staff report.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement and any other related documents on behalf of the City upon timely submission by Bellecci & Associates signed contract and all other documents, subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take any other required actions consistent with the intent of this resolution, that do not materially increase the City's obligations.

* * * * *

At a meeting of the City Council on 12/12/2018, a motion was made by Mark Addiego, seconded by Mark Nagales, that this Resolution be approved. The motion passed.

Yes: 5 Mayor Matsumoto, Vice Mayor Garbarino, Councilmember Addiego,
Councilmember Nagales, and Councilmember Nicolas

Attest by


Rosa Govea Acosta