

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
WILSEY HAM, INC**

THIS AGREEMENT for consulting services (“Agreement”) is made by and between the City of South San Francisco (“City”) and Wilsey Ham, Inc (“Consultant”) (together sometimes referred to as the “Parties”) as of January 25, 2023 (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. The approved Consultant’s Cost Proposal is attached as **Exhibit B** and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibit A**, or **Exhibit B**, the Agreement shall prevail.

- 1.1 **Performance Period.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, and 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. Any recommendation for an agreement award is not binding on the City until the agreement is fully executed and approved by the City. 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 substantial, first-class 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. The method of payment for this Agreement will be based on Actual Costs at the rates defined in **Exhibit B**. The total amount payable by the City shall not exceed **Seven Hundred and Sixty Thousand Dollars (\$760,000)**.

The payments specified herein 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 Actual Costs. The City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal (Exhibit B), unless additional reimbursement is provided for by Agreement amendment pursuant to Section 8.3. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the Cost Proposal (Exhibit B). Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal (Exhibit B). In the event, that the City determines that a change to the work from that specified in the Cost Proposal (Exhibit B) and Agreement is required, the Agreement time or actual costs reimbursable by the City shall be adjusted by Agreement amendment, pursuant to Section 8.3 to accommodate the changed work. When milestone cost estimates are included in the approved Cost Proposal (Exhibit B), Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

2.2 Invoices. Invoices shall be submitted, in duplicate, no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the costs for services performed and incurred prior to the invoice date. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal (**Exhibit B**) and shall reference this Agreement, SSF CIP project number and project title. Invoices shall be mailed to the City's Contract Administrator at the following address:

Department of Public Works – Engineering Division
City of South San Francisco
315 Maple Ave
South San Francisco, CA 94080

2.3 Monthly Payment. Consultant will be reimbursed promptly according to California Regulations upon receipt by the City's Contract Administrator of itemized invoices in duplicate. City shall make monthly payments, based on invoices received, for services

satisfactorily performed, and for authorized reimbursable costs incurred. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant fails to submit the required deliverable items according to the schedule set forth in Scope of Work (Exhibit A), the City shall have the right to delay payment or terminate this Agreement.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

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, employees, agents, and volunteers.

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, employees, agents, and volunteers 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, employees, agents, or volunteers.

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, employees, agents, and volunteers. 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. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly 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 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 not less than thirty (30) calendar days written notification to Consultant (delivered by certified mail, return receipt requested). Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 9.1.

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 as provided for in this Agreement; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination provided for in this section.

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 contract or otherwise, shall create any contractual relation 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 Cost Proposal.
- 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. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined. 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, Independent CPA Audited Indirect Cost Rate workpapers and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties, including the Consultant's Independent CPA, 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 having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Consultant, Subconsultants, and the Consultant's Independent certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished without limitation. 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 contract 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 Agreement.

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, its agents and 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.** During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement. The Consultant

hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

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 Matt Ruble, Principal Engineer ("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:

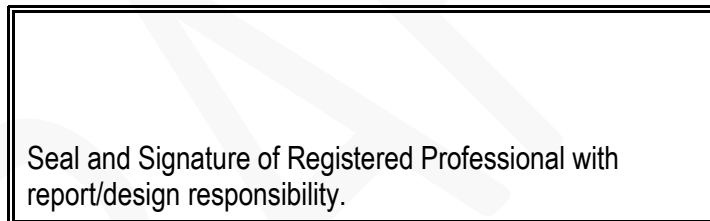
Consultant:

Brandon Davis, Principal Engineer
Wilsey Ham
31310 La Selva Street, Suite 100
San Mateo, CA 94403

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.



- 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.

b. Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by Consultant to City.

d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institute of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply..

10.17 State Prevailing Wage Rates. The State of California's General Prevailing Wage Rates are not applicable to this contract.

10.18 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.

10.19 Non-Discrimination and 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 deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status shall Consultant and subconsultants shall insure that the evaluation and treatment of their

employees and applicants for employment are free from such discrimination and harassment.

- c. 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 (2 CCR §11000 et seq California Code of Regulations, Title 2, Section 7285 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth 2 CCR §§8100-8504 set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract Agreement by reference and made a part hereof as if set forth in full.
- d. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the City shall require to ascertain compliance with this clause.
- e. 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.
- f. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- g. 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.
- h. 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.

10.20 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 or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.CITY
- b. Any exceptions to this certification must be disclosed to City. 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.

10.21 Equipment Purchase and Other Capital Expenditures.

- a. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by City's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
 1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit

City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

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

CITY OF SOUTH SAN FRANCISCO

Consultants

City Manager

NAME:

TITLE:

Attest:

City Clerk

Approved as to Form:

City Attorney

2729962.1

EXHIBIT A
SCOPE OF WORK

3 Scope of Work

3.1 Understanding

We understand that the City of South San Francisco is requesting proposals to relocate the vacuum/ejector pump station and the electrical switch gear cabinet at the Oyster Point Marina. The marina is being redeveloped to improve the public infrastructure, improve public access, address sea level rise and add new buildings, including a biotechnology campus and a 350-room hotel. The existing pump station and switch gear are currently located within the future buildout alignment of Marina Blvd, several feet lower than the projected future sea-level rise elevations. In addition, they are in conflict with the future hotel access at the eastern edge of the hotel parcel. The City would like to relocate the pump station and the switchgear cabinet prior to the commencement of hotel construction in mid-June 2025.



Figure 1 Existing vacuum pumps located within the pump house.

The existing sewer collection system for the east basin of the Oyster Point Marina consists of a series of vacuum pipes servicing each of the facilities to the east of the Harbor Master Road, including the Harbor Master Building. The vacuum pipes, installed in the early 1980's, are connected to two vacuum pumps and a vacuum tank located within the existing pump station. When activated, the vacuum pumps and tank create a negative pressure within the vacuum pipes, drawing sanitary sewer wastewater from each of the aforementioned facilities and discharging the effluent into a wet well located within the pump house. Two additional ejector pumps located within the wet well turn on periodically to discharge the wastewater to a City maintained sewer pump to the west.



Figure 2 Vacuum tank located within the existing pump house.

The vacuum/pump is maintained by the Harbor District but it is our understanding that the City will maintain the new pump

station. The new pump station will be moved to a location chosen by the City.

In addition to relocating and reconstructing the pump station, the adjacent electrical switchgear will also need to be moved. Much like the pump station, this switchgear serves the entire Oyster Point Marina east of Harbor Master Road. This includes powering lights, irrigation, the Harbor Master Building, the Yacht Club, restrooms, live-aboard docks and other marina facilities. The existing configuration includes PG&E joint trench in Marina Blvd. to a transformer located across the street from the switchgear. The power runs from the transformer to an adjacent PG&E cabinet, where it is metered. The power then runs across the road in conduit to the switchgear cabinet, where it is distributed to the existing facilities throughout the east basin. The new switchgear will be moved to a location chosen by the City.



Figure 3 Existing switchgear in the center with the vacuum/ejector pump station on the right. The realigned Marina Blvd. is to the left, roughly 4 to 5-feet higher in elevation.

The existing infrastructure is located over an existing closed landfill that consists of solid waste covered by a impermeable clay cap. Title 27 of the state regulations requires that any work that disturbs the clay cap will need to repair it to be compliant. Since the project will install a new wet well, it is a near certainty that the clay cap will be penetrated and landfill waste will be excavated and off-hauled. In addition, the soil conditions of landfill waste over bay mud makes the site extremely susceptible to ground settlement. These site conditions will need to be evaluated and addressed in the design.

The City has broken down the required professional services into the following tasks:

- Perform site investigations, including an as-needed topographic survey to prepare an Existing Site Conditions Plan identifying existing facilities and sewer mains served by the pump;
- Evaluate the existing vacuum station/ejector pump infrastructure and sewer lines to determine the feasibility of converting the new pump station into a traditional pressure system;
- **Perform geotechnical investigations and prepare a landfill post-closure plan;**
- Prepare conceptual plans;
- Prepare construction documents; and
- Perform bidding and construction support services.

Given the nature of the project, it is imperative that the selected consultant(s) work closely with the City as a team member to minimize disruption to the marina and its inhabitants while constructing the new infrastructure within the time frame identified by the City. To this end, we believe that several key components of the project must be executed very well in order to achieve success. These components include:

- The existing sewer infrastructure data must be completely understood and documented to enable a thorough evaluation of the system.

- The design must take into account the time it will take to switchover to the new equipment to minimize the time the power is down in the east basin.
- Each phase of the project (conceptual, construction document and construction) must be well-managed to ensure that the data gathering, design, and construction are executed in the most cost effective and consistent manner.
- The design team will need to communicate regularly with the City's project manager and team to keep them apprised of the project status and issues to resolve.

In light of this understanding, Wilsey Ham proposes the following approach to providing design services to the City.

3.2 General Approach

Project Initiation

When notified to proceed by the City, we will schedule a kickoff meeting with the City Engineering, Water Quality Control Plant (WQCP) O&M staff and the project team to review project scope, goals, and strategies. This meeting will allow us to come to an understanding as to the City's wants and needs for the pump station replacement, which can be incorporated into the design moving forward. At this meeting, we will collect pertinent information from the City including record drawings, GIS maps of the sewer system, storm drain and other City-owned utility records. We will also perform a site reconnaissance visit to inspect and photograph the existing station, switchgear and existing facilities and evaluate the potential relocation areas on site. This will help our team determine the best approach for studying the feasibility of converting the system into a traditional force main system. The preliminary project schedule will be updated to confirm the agreed-upon project delivery. Project schedules will be revised to help meet special deadlines when requested.

Record Search and Site Investigations

After the project has been initiated, we will immediately begin to research existing records and perform a site investigation. We currently have base map information from several of our projects in the area, including topographic surveys from the Phase 2C and Harbor Master Spit. We will supplement these surveys with a field survey performed in the new pump station location chosen by the City. For any work needed on the sewer piping from the harbor facilities to the new pump station, existing aerial should be sufficient for design. A small contingency of survey budget will be saved for any conform grading that is needed during design.

We will request new utility records from the utility companies to add to our base maps. We do not anticipate there being any public utilities other than water (Calwater) since the PG&E joint trench ends at the pump station. To help find the private utilities, our utility locator, AGS, will perform GPR locating on site, marking any utilities found with paint. They have experience previously locating existing utilities for the Phase 1C project and understand the conditions. With the GPR, our intent is to determine depths to the pipes, although if the pipes are below the clay cap they could be difficult to identify. Our survey crews will follow AGS and shoot the paint marks to add to our base maps.

We do not recommend potholing at this time due to the uncertainties of the exact location of the clay cap. If a potholing contractor penetrated the clay cap, then the remediation could be costly. Considering the lower volume of existing utilities in the east basin, we believe any potholing should occur once construction has begun and a post-closure plan has been approved.

When our base mapping has been completed, we will perform a site visit to confirm the findings, revising them as needed.

Pump Station Evaluation and Design

As mentioned previously, the existing pump station is a combination vacuum/ejector pump system. The vacuum pumps and tanks create a negative pressure in the sewer discharge pipes, drawing the wastewater from the marina facilities into the wet well. The City would like the designers to evaluate this vacuum and determine the feasibility of converting to a traditional system.

Our initial thoughts are that the existing vacuum style of pump station is seldom used by utility agencies due to the complexity of the mechanical systems and reliability concerns. In addition to these concerns, any break or leak in the vacuum line can lead to drawing groundwater into the sewer pipeline, and drastically increase station inflows. Considering that this system was built 40 years ago and perhaps within a closed landfill, we would recommend moving away from vacuum pumps for the new pump station.

Our team, led by Schaaf & Wheeler, will perform an evaluation of alternative pump station configurations, including the vacuum/ejector system. Due to the concerns stated above and the probability of needing to rebuild the existing 40-year old piping system, we will most likely recommend converting to a traditional pump station with small sump pumps at the harbor facilities to replace the vacuum system.

After the evaluation, our team will prepare conceptual plans proposing to construct a new pump station as recommended, relocating the station as directed by the City. Based on the relatively small size of the station, the following improvements are anticipated:

- Construction of a new centralized pump station, consisting of a precast concrete wet well, approximately five feet in diameter, and approximately 10 to 20 feet below grade with submersible, rail-mounted pumps.

- Construction of a new CMU electrical building, adjacent to the wet well to house the proposed motor control center and switchgear. The station can be equipped with a manual or automatic transfer switch, to allow for generator operation.
 - It is anticipated that the station would be equipped with the City's typical alarms for sewer pump stations.
- Each of the buildings currently served by the vacuum pipe system will need to be equipped with a small sump pump system to convey building flows to the centralized pump station.
 - A generic alarm for each of these stations would be routed to the centralized station, if desired by the City.

A Basis of Design (BOD) technical memorandum will be prepared to summarize the results of the meeting with WQCP O&M and our recommendations from the findings of the vacuum station evaluation. The BOD memo will identify pump station alternatives and the equipment that is proposed to be installed in the new station. Conceptual plans and a cost estimate will be prepared for each alternative to document selection of the preferred pump station relocation plan. This document will also note potential constructability issues, operational phasing, utility conflicts and permitting requirements. We will rely on the design inflow requirements established in the RFP to set the firm pumping capacity and evaluate pump performance over the range of expected operation for the life of the project.

Once the BOD memo and conceptual plans are approved, we will move into the construction document phase.

Electrical Switchgear

As mentioned above, relocation of the station will include a new switchgear. It is important to note that the existing switchgear serving the station also serves most of the remaining areas east of the

Harbor Master Road that are not being redeveloped. In order to ensure that these areas maintain electrical service, the new switchgear will need to be sized to accommodate these loads. Furthermore, the existing electrical feeds (from the existing switchgear to the buildings), will need to be located in the field so that the existing conduits can be intercepted. Junction boxes will be installed at the intercept location to eliminate the need for pulling of new wires.

The new switchgear can be installed within the new electrical building at the City's direction. The existing switchgear has suffered deterioration due to being exposed to a marine environment over the last 40 years. Placing inside the CMU building would provide additional protection to the equipment.

Conceptual plans for the relocation of the switchgear will be prepared along with a section in the BOD memo summarizing the proposed options.

Force Main

If the City agrees that the existing vacuum piping is unreliable and that a new force main and sump pump system force main is preferred, we will prepare a conceptual plan force main set to be included with the BOD memo. A new force main system will be laid out to each harbor facility with sewer service. A sump pump will be included at each of the service connection points. We will lay out one force main with a connection point for each ejector pump needed. To allow for future development, we will coordinate with the City to install capped ends where the force main could be expanded in the future. Blow-off valves would be installed at these ends to allow for maintenance.

Since the site is a closed landfill, we are limited in the types of piping that we can use. For this application, the HDPE C901/C906 will most likely be the recommended pipe material. The fused pipe ends that lack joints allow for a pipe system

with essentially no infiltration, and have proven to have a long service life in these environments.

Our previous work on the site has given us an advantage in understanding where the existing clay cap is located. We will evaluate our existing data on the elevations of the clay cap to blayout the best new force main pipe alignments to avoid penetrating the cap to the greatest extent practical. While penetrating an existing clay cap is not always avoidable, limiting it can save the City from having to perform too many costly clay cap repairs. Although we will try to avoid these repairs, we will work with Langan to develop a detail for partial and full clay cap penetration repairs, including an alternative bid item in the construction documents to price the repairs. The detail will be based on previously approved designs by the regulatory agencies. This will help protect the City by keeping contractor change orders for repairs within a competitively bid unit price.

Geotechnical and Environmental

Langan Engineering and Environmental Services, Inc. (Langan) has been involved with the environmental and geotechnical aspects of the planning and development of Oyster Point over the past 15 years. They have performed numerous studies to evaluate the existing landfill, clay cap, and underlying subsurface conditions.

Langan will use the existing subsurface data in their files, along with their experience and expertise regarding landfill redevelopment and pump station design to support the relocation of the existing sanitary sewer pump station. For this project Langan will:

- Prepare a geotechnical investigation report and environmental post-closure development plan per the requirements of Title 27 California Code of Regulations (CCR);
- perform oversight related to the environmental and geotechnical aspects of construction.

Geotechnical

We anticipate a review of existing subsurface data available in our team's files will show that the proposed pump station site is underlain by fill (landfill cover, generally consisting of a heterogeneous mix of sand, silt, gravel, and clay cap) over refuse, Bay Mud, stiff clay and dense sand, that is all situated over bedrock. The thickness of the refuse layer is on the order of 30 feet. The Bay Mud is about 80 feet thick, and bedrock is about 180 feet below ground surface.

Using the subsurface information from previous investigations, Langan will perform engineering studies to develop conclusions and recommendations regarding:

- Soil and groundwater conditions at the site;
- Most appropriate foundation type(s) for the proposed structures;
- Design criteria for the appropriate foundation types, including appropriate depth, allowable bearing pressure, modulus of subgrade reactions, and lateral capacity, as appropriate;
- Estimates of total and differential settlement of new foundations under design loads;
- Site seismicity and seismic hazards, including liquefaction and associated hazards;
- Lateral earth pressures for design of below-grade walls;
- Excavation, dewatering, and temporary slopes;
- Repairing the low permeability layer (clay cap), where penetrated;
- Temporary shoring system;
- Seismic design criteria in accordance with 2019 and 2022 California Building Code (CBC);
- Site grading and criteria for fill placement and compaction;
- Soil subgrade preparation; and
- Construction considerations.

They will provide the conclusions and recommendations in a draft written report, which will also include a project site description, vicinity map, site map, and boring logs. An electronic version of the draft report will be sent to the project team and the City for review.

Environmental

Regulatory oversight of the Oyster Point Landfill falls under the San Mateo County Environmental Health Services (SMCEHS) Local Enforcement Agency (LEA) as well as the Regional Water Quality Control Board (RWQCB). Vertical developments overlying the landfill are required to submit a Post-closure Development Plan (PCDP) and Application detailing how the proposed project will comply with Title 27 CCR landfill post-closure development standards. The PCDP will contain information regarding soil management (including clay cap repair during construction), foundation installation, landfill gas mitigation, and utility settlement monitoring and repair.

We anticipate gaining SMCEHS and RWQCB approval of the PCDP will likely take several months and require meetings and correspondence to address questions. Langan will prepare up to two iterations of the PCDP (draft and final) and attend up to five 2-hour meetings with the project team and regulatory agencies to discuss the PCDP. For each 2-hour meeting, we have assumed 3 hours total (2-hour meeting plus 1-hour travel/preparation) for one environmental project manager and one environmental staff.

Based on the limited footprint of the proposed pump station site, we have assumed dust monitoring will not be required as part of this project and that dust control measures included in the PCDP will be sufficient.

Further, based on our recent experience on other similar projects, we assume that the full County PCDP application fee will not be

required and that County PCDP review time will be billed at their hourly rate directly to the City (County review fees not included in this proposal).

Structural

Biggs Cardosa Associates (BCA) will provide structural services for the project. They will provide structural calculations for the pump house foundation, wet well, and CMU building. The foundation for the building will be the most critical aspect of the structural design. Being over landfill and 80-feet of bay mud, settlement will be a critical item to incorporate into the design.

Construction Document Phase

60% Design

At the initiation of the design phase, we will continue with design development and detailed civil, mechanical and electrical design. Design will reflect those items identified in the basis of design report and by field conditions. With the existing utilities identified, the affected utility owners will be contacted to determine design requirements with respect to their utility and, if necessary, relocation and construction restrictions. As mentioned above, the only utility we anticipate in the vicinity of the new pump station that is not owned by the City of South San Francisco are Cal Water water mains.

If permits from outside agencies are required, the permit process will be initiated at this time. Since outside agency review can greatly impact the schedule, scope and cost of a project, early project involvement by the affected agencies is paramount for a successful project. We have learned to request the maximum time allowed for each regulatory permit even if it far exceeds the time needed for a project. That way if the project is delayed, the permit may still be active at a later date. This can help avoid the additional time and expense of requesting a permit extension or a new permit.

Preliminary plans, technical specifications, estimates, calculations and schedule will be

submitted to the City as part of the 60% plan package.

Final Design

Upon receipt of City comments on the 60% design, Wilsey Ham and our sub-consultants will prepare the detailed plans, specifications and construction estimate. The improvement plans will include plan and profile views as well as construction details.

We will develop a design with careful attention to detail to ensure that the proposed improvements match the facilities and existing improvements at conform points.

The technical specifications will be developed using the City's standard format and will be packaged with the City's Notice to Bidders, Bid Schedule, General Specifications and Special Provisions. The Special Provisions will be prepared to address the required work hours, provisions for pedestrian and vehicular access, protection of existing improvements, measurement and payment, and other requirements that will facilitate the management of the construction. The construction cost estimate will also be updated.

At each submittal, the Construction Document package will be submitted to the City for their review and comment. After the City's review, Wilsey Ham will meet with the City to go over their comments. Wilsey Ham will address the City's comments in the next PS&E package submittal and a written response to City comments will be provided.

After the PS&E set is complete, the entire package will be thoroughly checked through our quality control process, as described in Section 2 of this proposal. This final PS&E package will then be submitted to the City for their review. After the City's review, any remaining City comments will be addressed and the Bid Package will be issued for bid.

Bid Phase Support

Engineering support during the bidding phase of a project includes:

- Attendance at the pre-bid meeting
- Response to bidder inquiries
- Preparation of bid addenda
- Contractor bid and qualifications review
- Summarize bids and recommend award of project

Construction Support Services

During the Construction Phase of a project, good communication with the project team, Agency and Contractor aids achieving construction schedules.

We provide timely reviews of submittals, shop drawings and written responses to Contractor RFI's to keep construction moving in a timely fashion. In addition to coordinating with the City throughout the construction phase, our engineers will conduct site visits to review the construction effort as it relates to the design intent. Upon construction completion, our team will use the contractor markups to create the Record Drawings.

The following is a detailed summary of our proposed scope of work for the project.

3.3 Scope of Services

Task 1 – Project Management

- Attend a kickoff meeting and perform a site visit.
- Perform overall project coordination.
- Perform QA/QC reviews and revisions of the conceptual plans, BOD memo, 60%, 90% and 100% PS&E contract documents.
- Develop and update project schedule. Monitor schedule and budget.
- Coordination with sub-consultants.
- Identify and coordinate with stakeholders, specifically the San Mateo Harbor District and the hotel property developer.
- Project management for sub-consultants.

Task 1 Deliverables

Project schedule will be provided in electronic (PDF) format.

Task 1 Schedule

An updated project schedule will be provided at the beginning of the project and as requested.

Task 2 – Record Search and Site Investigation

- Obtain record utility information from the utility companies.
- Perform utility locating using GPR and other electronic methods. Pick up marking with field survey.
- Perform supplemental topographic field survey of the pump station location.
- Set up base map in CAD.
- Perform site visit to review the existing conditions. Revise base maps in CAD based on field findings.
- Review record data of the pump station and landfill record drawings.

Task 2 Deliverables

None

Task 2 Schedule

Task 2 will take roughly 1-month.

Task 3 – Conceptual Design and Basis of Design

- Prepare conceptual pump station plans with alternatives included.
- Prepare conceptual electrical switchgear relocation plans.
- Prepare conceptual force main and sump pump plans.
- Prepare conceptual engineer's cost estimate.
- Prepare Basis of Design technical memorandum.
- Meet with City to review BOD memo and conceptual plans.

Task 3 Deliverables

Draft technical memorandum and final technical memorandum will be provided in electronic (PDF) format. Conceptual plans will be provided in PDF format.

Task 3 Schedule

Task 3 will take roughly 2-months.

Task 4 – Geotechnical and Environmental Services

- Perform geotechnical studies.
- Prepare geotechnical report.
- Prepare Post-closure Development Plan.
- Coordinate with regulatory agencies, including attending up to five one-hour meetings.

Task 4 Deliverables

The Geotechnical Report and the Post-closure Development Plan will be provided in electronic (PDF) format.

Task 5 Schedule

The Geotechnical Report will take roughly 2-months. The Post-closure Development Plan will be prepared with the 90% PS&E package.

Task 5 – Contract Documents

- Prepare 60% pump station plans.
- Prepare 60% electrical switchgear relocation plans.
- Prepare 60% force main and sump pump plans.
- Prepare technical specifications.
- Update engineer's cost estimate.
- Submit 60% PS&E package to City.
- Meet with City to review 60% PS&E package.
- Address City comments on Plans and develop to 90%.
- Address City comments on estimate and develop to 90%.

- Address City comments on technical specifications and develop 90%.
- Prepare Contract Book.
- Submit 90% PS&E package to City.
- Meet with City to review 90% PS&E package.
- Address City comments on 90% PS&E package and develop to 100% PS&E.
- Submit 100% PS&E package to City for Bidding.

Task 5 Deliverables

60%, 90% and 100% PS&E Packages will be provided in electronic (PDF) format.

Task 5 Schedule

60% PS&E package will take roughly 2-months. 90% PS&E package will take roughly 2-months. 100% PS&E package will take roughly 3-weeks.

Task 6 – Public Bidding/Construction Support Services

- Attend pre-bid meeting.
- Respond to bidders questions.
- Issue up to two bid addenda.
- Attend pre-construction meeting.
- Review and approve submittals.
- Review and respond to RFIs.
- Review and respond to C.O. requests.
- Prepare minor plan revisions to address field conditions.
- Perform substantial completion inspection and prepare punchlist.
- Prepare record drawings.
- Provide geotechnical and environmental observation during construction.
- Prepare PCDP Completion Report.
-

Task 5 Deliverables

Bid Addenda, submittal reviews, RFI reviews, C.O. reviews, minor plan revisions, punchlist, record drawings and PCDP Completion Report will be provided in electronic (PDF) format.

Task 5 Schedule

As needed by the City.

3.4 Budget and Schedule Management

Cost Control and Budget Management

The Project Manager will be responsible for performing an earned value analysis each month with the billing cycle. This analysis will check the percent used of the budget for the project against the planned used budget at the end of the month. This will help us determine if our burn rate is higher than the production rate and how efficient we have been with the budget up to that point. If we find that the burn rate is higher than the production rate, we will make adjustments to improve our efficiency.

Schedule Management

To help perform the earned value analysis, the Project Manager will prepare a monthly progress schedule. This schedule will help determine if the budget being used is consistent with the project progress being made. If it is found that the planned progress is not meeting the actual progress made for the project, adjustments will be made to bring the project back on schedule.

Breakdown of Hours

See next page for breakdown of the total hours proposed for this project.

City of South San Francisco
Oyster Point Sanitary Sewer Pump Station Relocation, SS2202

Task Hours

11/3/2022

Task	TASK DESCRIPTION	S&W SUB-CONSULTANTS	LANGAN SUB-CONSULTANTS	TJCAA SUB-CONSULTANTS	BCA SUB-CONSULTANTS	AGS SUB-CONSULTANTS	TOTAL WH LABOR HOURS
1.	Project Management						
1	Kick-off Meeting and site visit	18	0	28	0		12
2	Project Coordination	23	0	55	0		20
3	Quality Control Reviews and Revisions	32	0	51	0		52
4	Develop & Monitoring Schedule, Monitor Budget	9	0	18	0		24
5	Sub-consultant Coord	0	62	0	0		16
6	Coord with City of SSF	28	0	18	0		28
7	Identify & conduct outreach to stakeholders	0	0	0	0		16
8	Project Management for Sub-Consultants	9	0	0	0		0
9	Reimbursibles	0	0	3	0		0
	Subtotal	120	62	174	0	0	168
2.	Record Search and Site Investigation						
1	Obtain Record Utility Information	14	0	0	0		11
2	Utility locating (optional)	0	0	0	0	24	40
3	Perform topographic field survey	0	0	0	0		29
4	Set up project base map	0	0	0	0		11
5	Perform site visit to review ex conditions, revise base maps	23	0	18	0		6
6	Review record data	25	14	32	0		5
7	Reimbursibles	5	0	5	5		0
	Subtotal	67	14	55	5	24	102
3.	Conceptual Design and Basis of Design						
1	Prepare conceptual Pump Station Plans	83	39	0	0		18
2	Prepare conceptual Electrical Switchgear Relocation Plans	9	0	55	0		5
3	Prepare conceptual force main and sump pump plans	0	0	0	0		45
4	Prepare conceptual engineer's cost estimate	18	0	51	0		9
5	Prepare Basis of Design Memo	69	0	55	0		22
6	Meet with City to review BOD	5	0	18	0		4
7	Reimbursibles	0	0	0	0		0
	Subtotal	184	39	179	0	0	103
4.	Geotechnical and Environmental Services						
1	Perform geotechnical Studies	0	0	0	0		0
2	Prepare geotechnical report	0	67	0	0		8
3	Prepare Postclosure Development Plan	0	75	0	0		18
4	Coordinate with regulatory agencies	0	35	0	0		4
5	Reimbursibles	0	0	0	0		0
	Subtotal	0	176	0	0	0	30
5	Contract Documents						
1	Prepare 60% Pump Station Plans	145	25	0	0		26
2	Prepare 60% Elec. Switchgear Relocation Plans	14	0	336	0		18
3	Prepare 60% Force Main and Sump Pump Plans	69	0	0	0		110
4	Prepare technical specifications	78	0	129	0		28
5	Update engineers cost estimate	23	0	0	0		7
6	Submit 60% PS&E package to City	9	0	0	0		7
7	Meet with City to review 60% PS&E package	5	0	0	0		4
7	Address City Comments on Plans, develop to 90%	78	0	8	232		72
8	Address City Comments on estimate, develop to 90%	9	0	8	0		7
9	Address City comments on tech specs, develop to 90%	23	0	25	114		9
10	Prepare contract book	0	0	0	0		34
11	Submit 100% PS&E ro City for Bidding	5	0	5	0		7
12	Meet with City to review 90% PS&E package	28	0	14	0		4
13	Address City Comments on 90% PS&E, finalize 100% PS&E	14	0	9	92		41
14	Submit 100% PS&E ro City for Bidding	0	0	0	0		7
	Subtotal	499	25	534	438	0	381
6	Public Bidding/Construction Support Services						
1	Attend Pre-Bid Meeting	5	0	12	0		4
2	Respond to bidders questions	0	25	0	7		8
3	Issue up to two bid addenda	21	0	18	0		12
4	Attend Pre-Construction Meeting	9	5	18	0		4
5	Review and approve submittals (29 max)	106	25	110	37		40
6	Review and respond to RFIs (10 max)	16	25	21	23		18
7	Review and respond to C.O. requests (5 included)	16	0	9	0		10
8	Prepare minor plan rev's to address field conditions (3 max)	41	0	0	0		27
9	Perform substantial completion inspection, prep punchlist	18	0	0	0		12
10	Prepare record drawings	28	0	28	6		21
11	Provide Geotech and Environ. Observ during Construction	0	495	0	0		0
12	Prepare PCDP Completion Report	0	58	0	0		0
13	Reimbursables	0	0	0	0		0
	Subtotal	260	633	216	72	0	156
GRAND TOTAL		1,129	949	1,158	515	24	940

EXHIBIT B
COST PROPOSAL

City of South San Francisco
Consulting Services for Oyster Point Sanitary Sewer Pump Station Relocation, SS2202
 Design Schedule/Cost Estimate
 11/29/2022

EXHIBIT B

Task	TASK DESCRIPTION	PRINCIPAL ENGINEER		SUPERVISING ENGR/SRVR		ENGINEER 2		SR SURVEY TECH		SENIOR DESIGNER		2 PERSON SURVEY CREW		VEHICLE MATERIALS OTHER \$	S&W SUB-CONSULTANTS	LANGAN SUB-CONSULTANTS	TJCAA SUB-CONSULTANTS	BCA SUB-CONSULTANTS	AGS SUB-CONSULTANTS	REIM-BURSABLE EXPENSES	TOTAL LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
		\$297	HRS	\$267	HRS	\$213	HRS	\$198	HRS	\$187	HRS	\$307	HRS										
1.	Project Management																						
1	Kick-off Meeting and site visit	0		1,602	6	1,278	6	0		0		0			5,060	0	6,872	0			2,880	14,812	12
2	Project Coordination	0		5,340	20	0		0		0		0			5,589	0	11,923	0			5,340	22,852	20
3	Quality Control Reviews and Revisions	1,188	4	4,272	16	2,556	12	0		3,740	20	0			8,487	0	12,931	0			11,756	33,174	52
4	Develop & Monitoring Schedule, Monitor Budget	0		6,408	24	0		0		0		0			2,530	0	4,802	0			6,408	13,740	24
5	Sub-consultant Coord	0		4,272	16	0		0		0		0			0	17,699	0	0			4,272	21,971	16
6	Coord with City of SSF	0		5,340	20	1,704	8	0		0		0			6,854	0	4,802	0			7,044	18,700	28
7	Identify & conduct outreach to stakeholders	0		3,204	12	852	4	0		0		0			0	0	0	0			4,056	4,056	16
8	Project Management for Sub-Consultants	0		0		0		0		0		0			2,530	0	0	0			0	2,530	0
9	Reimbursibles	0		0		0		0		0		0			0	0	759	0		50	0	809	0
	Subtotal	1,188	4	30,438	114	6,390	30	0	0	3,740	20	0	0	0	31,050	17,699	42,090	0	0	50	41,756	132,645	168
2.	Record Search and Site Investigation																						
1	Obtain Record Utility Information	0		267	1	1,278	6	0		748	4	0			3,059	0	0	0			2,293	5,352	11
2	Utility locating	0		534	2	426	2	792	4	1,496	8	7,368	24		0	0	0	0	6,900		10,616	17,516	40
3	Perform topographic field survey	0		267	1	426	2	792	4	1,122	6	4,912	16		0	0	0	0			7,519	7,519	29
4	Set up project base map	0		267	1	852	4	0		1,122	6	0			0	0	0	0			2,241	2,241	11
5	Perform site visit to review ex conditions, revise base maps	0		0		1,278	6	0		0		0			4,577	0	3,781	0			1,278	9,636	6
6	Review record data	0		267	1	852	4	0		0		0			4,888	3,565	6,362	0			1,119	15,933	5
7	Reimbursibles	0		0		0		0		0		0			828	0	945	1,058		740	0	3,571	0
	Subtotal	0	0	1,602	6	5,112	24	1,584	8	4,488	24	12,280	40	0	13,352	3,565	11,088	1,058	6,900	740	25,066	61,769	102
3.	Conceptual Design and Basis of Design																						
1	Prepare conceptual Pump Station Plans	0		534	2	1,704	8	0		1,496	8	0			16,008	11,621	0	0			3,734	31,363	18
2	Prepare conceptual Electrical Switchgear Relocation Plans	0		267	1	852	4	0		0		0			1,794	0	10,396	0			1,119	13,309	5
3	Prepare conceptual force main and sump pump plans	297	1	1,068	4	5,112	24	0		2,992	16	0			0	0	0	0			9,469	9,469	45
4	Prepare conceptual engineer's cost estimate	0		267	1	1,704	8	0		0		0			4,324	0	10,088	0			1,971	16,383	9
5	Prepare Basis of Design Memo	594	2	1,068	4	3,408	16	0		0		0			14,007	0	10,695	0			5,070	29,772	22
6	Meet with City to review BOD	0		534	2	426	2	0		0		0			1,081	0	3,781	0			960	5,822	4
7	Reimbursibles	0		0		0		0		0		0			0	0	0	0			0	0	0
	Subtotal	891	3	3,738	14	13,206	62	0	0	4,488	24	0	0	0	37,214	11,621	34,960	0	0	0	22,323	106,118	103
4.	Geotechnical and Environmental Services																						
1	Perform geotechnical Studies	0		0		0		0		0		0			0	0	0	0			0	0	0
2	Prepare geotechnical report	0		1,068	4	852	4	0		0		0			0	17,147	0	0			1,920	19,067	8
3	Prepare Postclosure Development Plan	0		534	2	1,704	8	0		1,496	8	0			0	19,780	0	0			3,734	23,514	18
4	Coordinate with regulatory agencies	0		1,068	4	0		0		0		0			0	8,366	0	0			1,068	9,434	4
5	Reimbursibles	0		0		0		0		0		0			0	0	0	0			0	0	0
	Subtotal	0	0	2,670	10	2,556	12	0	0	1,496	8	0	0	0	0	45,293	0	0	0	0	6,722	52,015	30

Task	TASK DESCRIPTION	PRINCIPAL ENGINEER		SUPERVISING ENGR/SRVR		ENGINEER 2		SR SURVEY TECH		SENIOR DESIGNER		2 PERSON SURVEY CREW		VEHICLE MATERIALS OTHER \$	S&W SUB-CONSULTANTS	LANGAN SUB-CONSULTANTS	TJCAA SUB-CONSULTANTS	BCA SUB-CONSULTANTS	AGS SUB-CONSULTANTS	REIM-BURSABLE EXPENSES	TOTAL LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
		\$297	HRS	\$267	HRS	\$213	HRS	\$198	HRS	\$187	HRS	\$307	HRS										
5	Contract Documents																						
	1 Prepare 60% Pump Station Plans	0		534	2	2,556	12	0		2,244	12	0			27,658	7,337	0	0			5,334	40,329	26
	2 Prepare 60% Elec. Switchgear Relocation Plans	0		534	2	1,704	8	0		1,496	8	0			3,059	0	56,088	0			3,734	62,881	18
	3 Prepare 60% Force Main and Sump Pump Plans	594	2	2,136	8	12,780	60	0		7,480	40	0			13,731	0	0	0			22,990	36,721	110
	4 Prepare technical specifications	594	2	1,602	6	4,260	20	0		0		0			16,353	0	30,484	0			6,456	53,293	28
	5 Update engineers cost estimate	0		267	1	1,278	6	0		0		0			4,853	0	0	0			1,545	6,398	7
	6 Submit 60% PS&E package to City	0		267	1	852	4	0		374	2	0			1,794	0	0	0			1,493	3,287	7
	7 Meet with City to review 60% PS&E package	0		534	2	426	2	0		0		0			1,081	0	0	0			960	2,041	4
	7 Address City Comments on Plans, develop to 90%	594	2	1,602	6	10,224	48	0		2,992	16	0			15,249	0	1,577	45,069			15,412	77,306	72
	8 Address City Comments on estimate, develop to 90%	0		267	1	1,278	6	0		0		0			2,162	0	1,577	0			1,545	5,284	7
	9 Address City comments on tech specs, develop to 90%	0		267	1	1,704	8	0		0		0			4,853	0	4,533	24,133			1,971	35,490	9
	10 Prepare contract book	594	2	2,136	8	5,112	24	0		0		0			0	0	0	0			7,842	7,842	34
	11 Submit 100% PS&E ro City for Bidding	0		267	1	852	4	0		374	2	0			1,081	0	1,201	0			1,493	3,775	7
	12 Meet with City to review 90% PS&E package	0		534	2	426	2	0		0		0			6,136	0	3,602	0			960	10,698	4
	13 Address City Comments on 90% PS&E, finalize 100% PS&E	297	1	1,068	4	5,112	24	0		2,244	12	0			3,059	0	2,401	19,205			8,721	33,386	41
	14 Submit 100% PS&E ro City for Bidding	0		267	1	852	4	0		374	2	0			0	0	0	0			1,493	1,493	7
	15 Reimbursibles	0		0		0		0		0		0			0	0	0	0			0	0	0
	Subtotal	2,673	9	12,282	46	49,416	232	0	0	17,578	94	0	0	0	101,069	7,337	101,462	88,406	0	0	81,949	380,223	381
6	Public Bidding/Construction Support Services																						
	1 Attend Pre-Bid Meeting	0		534	2	426	2	0		0		0			1,081	0	2,236	0			960	4,277	4
	2 Respond to bidders questions	0		1,068	4	852	4	0		0		0			0	7,337	0	1,553			1,920	10,810	8
	3 Issue up to two bid addenda	0		1,068	4	1,704	8	0		0		0			4,129	0	4,747	0			2,772	11,648	12
	4 Reimbursables	0		0		0		0		0		0			0	0	0	0	25		0	25	0
	Subtotal	0	0	2,670	10	2,982	14	0	0	0	0	0	0	0	5,210	7,337	6,983	1,553	0	25	5,652	26,759	24
GRAND TOTAL		4,752	16	53,400	200	79,662	374	1,584	8	31,790	170	12,280	40	0	187,894	92,851	196,583	91,017	6,900	815	183,468	759,528	808

- 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, 2023 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.

Subconsultant Name: Schaaf & Wheeler		PIC/PM		Design Engineer		CAD Technician		TOTAL Sub	TOTAL	TOTAL
Task	TASK DESCRIPTION	\$275	HRS	\$195	HRS	\$165	HRS	LABOR \$	ALL \$	WH LABOR HOURS
5	Contract Documents									
1	Prepare 60% Pump Station Plans	4,400	16	9,750	50	9,900	60	24,050	24,050	126
2	Prepare 60% Elec. Switchgear Relocation Plans	1,100	4	1,560	8	0		2,660	2,660	12
3	Prepare 60% Force Main and Sump Pump Plans	3,300	12	4,680	24	3,960	24	11,940	11,940	60
4	Prepare technical specifications	3,300	12	10,920	56	0		14,220	14,220	68
5	Update engineers cost estimate	1,100	4	3,120	16	0		4,220	4,220	20
6	Submit 60% PS&E package to City	0		1,560	8	0		1,560	1,560	8
7	Meet with City to review 60% PS&E package	550	2	390	2	0		940	940	4
7	Address City Comments on Plans, develop to 90%	3,300	12	4,680	24	5,280	32	13,260	13,260	68
8	Address City Comments on estimate, develop to 90%	1,100	4	780	4	0		1,880	1,880	8
9	Address City comments on tech specs, develop to 90%	1,100	4	3,120	16	0		4,220	4,220	20
11	Prepare contract book	0		0		0		0	0	0
12	Meet with City to review 90% PS&E package	550	2	390	2	0		940	940	4
13	Address City Comments on 90% PS&E, finalize 100% PS&E	2,200	8	3,120	16	16		5,336	5,336	24
14	Submit 100% PS&E to City for Bidding	1,100	4	1,560	8	0		2,660	2,660	12
17	Reimbursibles	0		0		0		0	0	0
	Subtotal	23,100	84	45,630	234	19,156	116	87,886	87,886	434
6	Public Bidding/Construction Support Services									
1	Attend Pre-Bid Meeting	550	2	390	2			940	940	4
2	Respond to bidders questions	0		0		0		0	0	0
3	Issue up to two bid addenda	1,100	4	1,170	6	1,320	8	3,590	3,590	18
13	Reimbursables	0		0		0		0	0	0
	Subtotal	1,650	6	1,560	8	1,320	8	4,530	4,530	22
GRAND TOTAL		58,300	212	72,400	368	32,686	198	163,386	163,386	778

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Subconsultant Name: BCA		Principal		Associate		Engineering Manager		Assistant Engineer		Drafter		Admin		TOTAL Sub	TOTAL	TOTAL
Task	TASK DESCRIPTION	\$310	HRS	\$245	HRS	\$215	HRS	\$150	HRS	\$155	HRS	\$115	HRS	LABOR \$	ALL \$	WH LABOR
5	Contract Documents															
1	Prepare 60% Pump Station Plans	0		0		0		0		0		0		0	0	0
2	Prepare 60% Elec. Switchgear Relocation Plans	0		0		0		0		0		0		0	0	0
3	Prepare 60% Force Main and Sump Pump Plans	0		0		0		0		0		0		0	0	0
4	Prepare technical specifications	0		0		0		0		0		0		0	0	0
5	Update engineers cost estimate	0		0		0		0		0		0		0	0	0
6	Submit 60% PS&E package to City	0		0		0		0		0		0		0	0	0
7	Meet with City to review 60% PS&E package	0		0		0		0		0		0		0	0	0
7	Address City Comments on Plans,develop to 90%	1,240	4	1,470	6	24,080	112	0		12,400	80	0		39,190	39,190	202
8	Address City Comments on estimate, develop to 90%	0		0		0		0		0		0		0	0	0
9	Address City comments on tech specs, develop to 90%	0		0		20,640	96	0		0		345	3	20,985	20,985	99
11	Prepare contract book	0		0		0		0		0		0		0	0	0
12	Meet with City to review 90% PS&E package	0		0		0		0		0		0		0	0	0
13	Address City Comments on 90% PS&E, finalize 100% PS&E	0		0		0		0		0		0		0	0	0
14	Submit 100% PS&E to City for Bidding	0		1,470	6	13,760	64	0		1,240	8	230	2	16,700	16,700	80
15	Reimbursibles	0		0		0		0		0		0		0	0	0
	Subtotal	1,240	4	2,940	12	58,480	272	0	0	13,640	88	575	5	76,875	76,875	381
6	Public Bidding/Construction Support Services															
1	Attend Pre-Bid Meeting	0		0		0		0		0		0		0	0	0
2	Respond to bidders questions	0		490	2	860	4	0		0		0		1,350	1,350	6
3	Issue up to two bid addenda	0		0		0		0		0		0		0	0	0
	Subtotal	0	0	490	2	860	4	0	0	0	0	0	0	1,350	1,350	6
GRAND TOTAL		1,240	4	3,920	16	59,770	278	0	0	13,640	88	575	5	79,145	79,145	391

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City of South San Francisco
Consulting Services for Oyster Point Sanitary Sewer Pump Station Relocation, SS2202
 Design Schedule/Cost Estimate

11/29/2022

FILL IN CORRECT POSITION TITLE AND CORRECT HOURLY RATE/POSITION

Subconsultant Name: Langan		Senior Staff 1		Project Staff 2		Senior Project Staff 3		Senior Assoc. 4		Principal 5		Graphics/WP 6		TOTAL Sub LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
Task	TASK DESCRIPTION	\$230	HRS	\$255	HRS	\$315	HRS	\$340	HRS	\$380	HRS	\$145	HRS			
1.	Project Management															
1	Kick-off Meeting and site visit	0		0		0		0		0		0		0	0	0
2	Project Coordination	0		0		0		0		0		0		0	0	0
3	Quality Control Reviews and Revisions	0		0		0		0		0		0		0	0	0
4	Develop & Monitoring Schedule, Monitor Budget	0		0		0		0		0		0		0	0	0
5	Sub-consultant Coord	0		6,885	27	8,505	27	0		0		0		15,390	15,390	54
6	Coord with City of SSF	0		0		0		0		0		0		0	0	0
7	Identify & conduct outreach to stakeholders	0		0		0		0		0		0		0	0	0
8	Project Management for Sub-Consultants	0		0		0		0		0		0		0	0	0
9	Reimbursibles	0		0		0		0		0		0		0	0	0
	Subtotal	0	0	6,885	27	8,505	27	0	0	0	0	0	0	15,390	15,390	54
2.	Record Search and Site Investigation															
1	Obtain Record Utility Information	0		0		0		0		0		0		0	0	0
2	Utility locating	0		0		0		0		0		0		0	0	0
3	Perform topographic field survey	0		0		0		0		0		0		0	0	0
4	Set up project base map	0		0		0		0		0		0		0	0	0
5	Perform site visit to review ex conditions, revise base maps	0		0		0		0		0		0		0	0	0
6	Review record data	1,840	8	0		1,260	4	0		0		0		3,100	3,100	12
	Subtotal	1,840	8	0	0	1,260	4	0	0	0	0	0	0	3,100	3,100	12
3.	Conceptual Design and Basis of Design															
1	Prepare conceptual Pump Station Plans	0		3,825	15	3,780	12	1,360	4	1,140	3	0		10,105	10,105	34
2	Prepare conceptual Electrical Switchgear Relocation Plans	0		0		0		0		0		0		0	0	0
3	Prepare conceptual force main and sump pump plans	0		0		0		0		0		0		0	0	0
4	Prepare conceptual engineer's cost estimate	0		0		0		0		0		0		0	0	0
5	Prepare Basis of Design Memo	0		0		0		0		0		0		0	0	0
6	Meet with City to review BOD	0		0		0		0		0		0		0	0	0
	Subtotal	0	0	3,825	15	3,780	12	1,360	4	1,140	3	0	0	10,105	10,105	34
4.	Geotechnical and Environmental Services															
1	Perform geotechnical Studies	0		0		0		0		0		0		0	0	0
2	Prepare geotechnical report	3,680	16	4,080	16	3,150	10	1,700	5	1,140	3	1,160	8	14,910	14,910	58
3	Prepare Postclosure Development Plan	9,200	40	0		6,300	20	1,700	5	0		0		17,200	17,200	65
4	Coordinate with regulatory agencies	3,450	15	3,825	15	0		0		0		0		7,275	7,275	30
	Subtotal	16,330	71	7,905	31	9,450	30	3,400	10	1,140	3	1,160	8	39,385	39,385	153

Subconsultant Name: Langan		Senior Staff 1		Project Staff 2		Senior Project Staff 3		Senior Assoc. 4		Principal 5		Graphics/WP 6		TOTAL Sub LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
Task	TASK DESCRIPTION	\$230	HRS	\$255	HRS	\$315	HRS	\$340	HRS	\$380	HRS	\$145	HRS			
5	Contract Documents															
1	Prepare 60% Pump Station Plans	0		2,550	10	3,150	10	680	2	0		0		6,380	6,380	22
2	Prepare 60% Elec. Switchgear Relocation Plans	0		0		0		0		0		0		0	0	0
3	Prepare 60% Force Main and Sump Pump Plans	0		0		0		0		0		0		0	0	0
4	Prepare technical specifications	0		0		0		0		0		0		0	0	0
5	Update engineers cost estimate	0		0		0		0		0		0		0	0	0
6	Submit 60% PS&E package to City	0		0		0		0		0		0		0	0	0
7	Meet with City to review 60% PS&E package	0		0		0		0		0		0		0	0	0
7	Address City Comments on Plans, develop to 90%	0		0		0		0		0		0		0	0	0
8	Address City Comments on estimate, develop to 90%	0		0		0		0		0		0		0	0	0
9	Address City comments on tech specs, develop to 90%	0		0		0		0		0		0		0	0	0
10	Prepare contract book	0		0		0		0		0		0		0	0	0
11	Submit 100% PS&E ro City for Bidding	0		0		0		0		0		0		0	0	0
12	Meet with City to review 90% PS&E package	0		0		0		0		0		0		0	0	0
13	Address City Comments on 90% PS&E, finalize 100% PS&E	0		0		0		0		0		0		0	0	0
14	Submit 100% PS&E ro City for Bidding	0		0		0		0		0		0		0	0	0
15		0		0		0		0		0		0		0	0	0
16		0		0		0		0		0		0		0	0	0
17	Reimbursibles	0		0		0		0		0		0		0	0	0
	Subtotal	0	0	2,550	10	3,150	10	680	2	0	0	0	0	6,380	6,380	22
6	Public Bidding/Construction Support Services															
1	Attend Pre-Bid Meeting	0		0		0		0		0		0		0	0	0
2	Respond to bidders questions	0		2,550	10	3,150	10	680	2	0		0		6,380	6,380	22
3	Issue up to two bid addenda	0		0		0		0		0		0		0	0	0
	Subtotal	0	0	2,550	10	3,150	10	680	2	0	0	0	0	6,380	6,380	22
GRAND TOTAL		18,170	79	23,715	93	29,295	93	6,120	18	2,280	6	1,160	8	80,740	80,740	297

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Subconsultant Name: TJCAA		Principal in Charge		Project Manager		Design Engineer		CAD Technician		Administration		TOTAL Sub	TOTAL	TOTAL
Task	TASK DESCRIPTION	\$249	HRS	\$261	HRS	\$150	HRS	\$158	HRS	\$132	HRS	LABOR \$	ALL \$	WH LABOR HOURS
5	Contract Documents													
1	Prepare 60% Pump Station Plans	0		0		0		0		0		0	0	0
2	Prepare 60% Elec. Switchgear Relocation Plans	996	4	8,352	32	19,200	128	20,224	128	0		48,772	48,772	292
3	Prepare 60% Force Main and Sump Pump Plans	0		0		0		0		0		0	0	0
4	Prepare technical specifications	2,988	12	20,880	80	0		0		2,640	20	26,508	26,508	112
5	Update engineers cost estimate	0		0		0		0		0		0	0	0
6	Submit 60% PS&E package to City	0		0		0		0		0		0	0	0
7	Meet with City to review 60% PS&E package	0		0		0		0		0		0	0	0
7	Address City Comments on Plans,develop to 90%	249	1	522	2	600	4	0		0		1,371	1,371	7
8	Address City Comments on estimate, develop to 90%	249	1	522	2	600	4	0		0		1,371	1,371	7
9	Address City comments on tech specs, develop to 90%	498	2	1,044	4	2,400	16	0		0		3,942	3,942	22
11	Prepare contract book	0		0		0		0		0		0	0	0
12	Meet with City to review 90% PS&E package	0		1,044	4	0		0		0		1,044	1,044	4
13	Address City Comments on 90% PS&E, finalize 100% PS&E	0		3,132	12	0		0		0		3,132	3,132	12
14	Submit 100% PS&E to City for Bidding	0		2,088	8	0		0		0		2,088	2,088	8
15	Reimbursibles	0		0		0		0		0		0	0	0
	Subtotal	4,980	20	37,584	144	22,800	152	20,224	128	2,640	20	88,228	88,228	464
6	Public Bidding/Construction Support Services													
1	Attend Pre-Bid Meeting	0		1,044	4	900	6	0		0		1,944	1,944	10
2	Respond to bidders questions	0		0		0		0		0		0	0	0
3	Issue up to two bid addenda	996	4	3,132	12	0		0		0		4,128	4,128	16
	Subtotal	996	4	4,176	16	900	6	0	0	0	0	6,072	6,072	26
GRAND TOTAL		17,181	69	85,251	327	41,742	273	21,488	136	5,280	40	170,942	170,942	845

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EXHIBIT C
INSURANCE CERTIFICATES

EXHIBIT D

FORM 590