



## CONTRACT/AGREEMENT APPROVAL FORM

<b>Date:</b> <b>Name of Contract/Agreement</b> <b>Originating Department/Responsible Person, ext.</b> <b>Vendor</b> <b>Routing Instructions:</b>	<div style="text-align: right;">10/30/20</div> <hr/> Consulting Service Agreement Biggs Cardosa <hr/> Engineering / Jeff Chou <hr/> Biggs Cardosa Associates, Inc. <hr/> ENG/PW/CAO/CMO/CCO/ENG <hr/>
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**TYPE OF CONTRACT:**

Consulting / Design Professional

New

 Have there been any changes to the Contract Template? ☒ No ☐ Yes
**CONTRACT AMOUNTS:** Specified Amount(s) indicated below

	DATE	AMOUNT		DATE	AMOUNT
Original	10/14/20	250,000.00	3rd Amendment		
1st Amendment			4th Amendment		
2nd Amendment			TOTAL		<b>250,000.00</b>

**APPROVAL AUTHORITY:****Council****INSURANCE REQUIREMENTS:**
 Waivers requested ☐ No ☒ Yes (If Yes, Route to Risk Manager for signature first)
**BUDGETARY:**
☐ Included in Budget (Simpler report attached showing amounts)

Amount	Project String	Accounting String
200,000.00	st1703-120-600	510-99999-5999
50,000.00	st1703-123-600	510-99999-5999

**ATTACHMENTS:**

- ☒ Agreement and all Exhibits
 ☒ Resolution (all contracts over \$75k)
 ☐ SIR Questionnaire
- ☒ Certificate of Insurance, naming City of South San Francisco as an Additional Insured

DocuSigned by:

**DEPARTMENT HEAD ACKNOWLEDGEMENT:**

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

**RISK MANAGER APPROVAL OF INSURANCE WAIVER:**

DocuSigned by:

**CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:**

Comments:

- ☒ Approval of Agreement
 ☒ Approval of Insurance
 ☐ Add Agreement to Contract Tracker

**ASSISTANT CITY MANAGER'S APPROVAL:**

(Only if amount is over \$25,000)

**FINAL APPROVAL:**
**City Manager on behalf of Council**
**CITY CLERK:**

- ☒ Please attest, keep a copy for your files, and return to Originating Department
- ☒ Please upload to Laserfiche and return to Originating Department

**COPY SENT TO VENDOR:**

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOUTH SAN FRANCISCO AND  
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AGREEMENT for consulting services ("Agreement") is made by and between the City of South San Francisco ("City") and Biggs Cardosa Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of November 16<sup>th</sup>, 2020 (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 dated September 8<sup>th</sup>, 2020 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 February 25, 2023, the date of completion specified in **Exhibit A**, 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 cost plus a fixed fee. The total amount payable by the City including the fixed fee shall not exceed \$200,000.00 (Two Hundred Thousand Dollars).

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 Fixed Fee.** In addition to the allowable incurred costs, the City hereby agrees to pay Consultant a fixed fee of 10%. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment pursuant to Section 8.3.

**2.3 Invoices.** Invoices shall be submitted, in duplicate, no later than thirty (30) calendar days after the performance of work for which Consultant is billing. 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 number and project title. Invoices shall be mailed to the City's Contract Administrator at the following address:

Engineering  
City of South San Francisco  
315 Maple Ave  
South San Francisco, CA 94080

- 2.4 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 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. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. 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.
- 2.5 Final Payment.** Final invoice must contain the final cost and all credits due to the City, including any equipment purchased under Section 10.21. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work.
- 2.6 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 amendment pursuant to Section 8.3.
- 2.7 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**. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the City's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 2.8 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. .



- 2.9 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.
- 2.10 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. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- 2.11 Prevailing Wage.** No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer. These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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.

**2.11.1 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.

**2.11.2 Payroll Records.** Each Consultant and subcontractor shall keep an accurate payroll records and supporting documents as mandated by Labor Code Section 1776 and as defined in 8 CCR Section 16000, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representative's at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
2. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
3. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified

payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.

Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.

The Consultant shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

The Consultant or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.

**2.11.3 Penalty.** The Consultant and any of its Subconsultants shall comply with Labor Code Sections 1774 and 1775. Pursuant to Labor Code Section 1775, the Consultant and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.

The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing

wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code Section 1775, City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant

sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

**2.11.4 Hours of Labor.** Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in section 1815.

**2.11.5 Employment of Apprentices.** Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

Consultants and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

**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, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. 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 Agreement or otherwise, shall create any contractual relationship between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

b. Consultant shall perform the work contemplated with resources available within its organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Scope of Work.

c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.

d. Any subcontract entered into as a result of this contract shall contain all the provisions in this contract to be applicable to subconsultants unless otherwise noted.

e. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator in advance of assigning work to the substitute 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 Agreement, including but not limited to, the costs of administering the Agreement. 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, Caltrans 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 if requested 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 Agreement that is not disposed of by agreement, shall be reviewed by City's Finance Director.

- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
- d. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- e. Consultant's cost proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The compensation schedule shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
  - 1. During Caltrans A&I's review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans A&I will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR

until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) Caltrans A&I has issued its final ICR review letter. The Consultant must submit its final invoice to City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

**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 Eunejune Kim, City Engineer/Public Works Director ("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:

Biggs Cardosa Associates, Inc.  
865 The Alameda  
San Jose, CA 95126

City:

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

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

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

- 10.12 Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
- 10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties..
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.
- 10.16 Cost Principles and Administrative Requirements.**
- a. Consultant agreed that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items not otherwise identified in the Scope of Work.
  - b. Consultant also agrees to comply with federal procedures in accordance with 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 Institution 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 Rebates, Kickbacks or Other Unlawful Consideration.** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the total compensation stated in this Agreement; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 10.18 Non-Discrimination Clause 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. 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 et seq.) and the applicable regulations promulgated there under (2 CCR §11000 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, are incorporated into this 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.

#### **10.19 Debarment and Suspension Certification.**

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant 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.

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.

#### **10.20 Disadvantaged Business Enterprises (DBE) Participation.**

a. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- b. The goal for DBE participation for this Agreement is **16%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- c. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of Agreements financed in whole or in part with deferral funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.
- d. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- e. A DBE firm may be terminated only with prior written approval from LOCAL AGNECY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- f. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- g. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- h. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of

normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

i. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

j. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory 'Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants' is submitted to the Contract Administrator.

k. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within 30 days.

#### **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.

**10.22 Prohibitions of Expending Local Agency, State, or Federal Funds for Lobbying.**

**10.22.1** The Consultant certifies, to the best of his or her knowledge and belief, that:

- a. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**10.22.2** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**10.22.3** The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which

exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

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

CITY OF SOUTH SAN FRANCISCO

DocuSigned by:  
*Mike Futrell*  
6852134787CA4DB...  
Mike Futrell, City Manager

Consultants

DocuSigned by:  
*Mahvash Harms*  
99FBF64E77C9427...  
Mahvash Harms  
Vice President/Principal  
Biggs Cardosa Associates, Inc.

**Attest:**

DocuSigned by:  
*Rosa Govea Acosta*  
5908B15FF63F418...  
Rosa Acosta, City Clerk



**Approved as to Form:**

DocuSigned by:  
*Claire Lai*  
951A604F45D4468...  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

# SCOPE OF WORK

## Project Understanding

The City of South San Francisco is seeking consultants to provide design services for the City's Bridge Preventive Maintenance Program. The project will be primarily funded by the City, with additional funding from the Federal Highway Bridge Program (HBP) under the Bridge Preventive Maintenance Program (BPMP). The project will consist of bridge preventive maintenance work at the following locations based on our review of the RFP, the review of the Caltrans Structure Inspection Reports and As-Built Plans for each structure, and after personally visiting all nine bridges by the Consultant. Additional items identified with our review of the inspection reports and during the site visit not currently listed in the RFP are indicated by italicized and underlined text in parenthesis (*additional item*).

Caltrans Bridge No	Facility Carried	Feature Intersected	Location	Description of Structure Repair Work
35C-0021	Produce Avenue	Colma Creek	Next to US-101S at Produce Ave off-Ramp	Repair of Concrete barriers and steel railings, replacing joint seals, and miscellaneous concrete spall repair
35C-0031	Linden Avenue	Colma Canal	¼ mile West of US-101 at Linden Avenue	Treat bridge deck with methacrylate, concrete spall repairs, replace joint seals, repair concrete barriers and steel railings, repair uneven sidewalk and repair large hole in concrete sidewalk
35C-0047	North Access Road	San Bruno Canal	½ mile East of US-101/I-380 Intersection	Provide Cathodic Protection to the pile extensions, ( <i>remove unsound concrete and repair spalled surfaces in pile extensions</i> ), Inject cracks in pile extensions and bridge soffit
35C-0078	Spruce Avenue	Colma Creek	¾ mile east of El Camino Real/ Spruce Ave Intersection	Treat bridge deck with methacrylate ( <i>Polyester Concrete Overlay instead of only methacrylate</i> ), and concrete spall repairs on the barriers
35C-0079	Chestnut Avenue	Colma Canal	0.1 mile east of El Camino Real/Chestnut Ave Intersection	Clean exposed steel reinforcement and repair concrete spalls at bridge rails
35C-0101	Utah Avenue	Colma Creek	¼ mile East of US-101 at Utah Avenue	Clean joint seals and deck drains, epoxy inject concrete cracks, repair minor concrete spalls on the barriers, epoxy inject cracks at pier walls, and fill void space under the sidewalk
35C-0046	North Access Road	San Bruno Canal	¼ mile East of US-101/I-380 Intersection	Remove, clean and repair headers, and replace joint seals, ( <i>and epoxy inject concrete cracks in bridge soffit</i> )
35C-0032	Dunman Way	Hickey Boulevard	¼ mile East of I-280/ Hickey Blvd Intersection	Replace cracked portion of sidewalk, and repair minor concrete spalls, ( <i>epoxy inject concrete cracks in abutment, and Repair asphalt concrete pavement at West abutment</i> )
35C-0173	Oyster Point Blvd.	Caltrain and JPB	At The Cove at Oyster Point	Repair grade difference on sidewalk and minor concrete spall repairs

### ■ Produce Avenue at Colma Creek (35C-0021)

Produce Avenue Bridge is a 4-span reinforced concrete slab bridge spanning over Colma Creek, adjacent to the US-101S at Produce Avenue off-ramp. The repair work at Produce Avenue Bridge primarily consists of repairing concrete spalls at the bridge barriers and repair top steel railings on the barriers. In addition, joint seals at piers 2 and 3 have deteriorated and needs replacing. All repair work is anticipated to be above deck, which will impact the traffic. According to biennial Caltrans bridge inspection report, there are several cracks noted on the soffit and at pier 2. However, the cracks are not considered critical; therefore, they are not included in the scope of work.

## SCOPE OF WORK



Due to the high volume of Average Daily Traffic (ADT), full closure of the bridge may not be allowed and temporary traffic control measures will be implemented to allow the public to safely travel across the bridge. The scope of work includes replacing the existing joint seals. There is a concrete curb median on the bridge which crosses over the joint seal. In order to replace the joint seals. The concrete median will be removed and reconstructed after replacing the joint seals.

- **Linden Avenue at Colma Creek (35C-0031)**

Linden Avenue Bridge at Colma Creek is a single span bridge spanning across concreted channel. Caltrans bridge inspection report notes longitudinal and transverse soffit cracks with efflorescence. However, these cracks are considered minor and do not require repairs. The bridge inspection report also notes pattern cracks at the deck. The repair work at the Linden Avenue Bridge consists of treating deck with Methacrylate, concrete spall repairs on the bridge barriers, and replacing the existing joint seals. Additional repair work include repairing an uneven sidewalk and large hole in concrete sidewalk at south abutment. The hole in the sidewalk will be filled slurry concrete. No work is anticipated to be in the Colma Creek.



Prior to repairing the various concrete spalls, all un-sound concrete will be removed and exposed rebars will be cleaned to ensure there is not rust on the rebar. After cleaning the rebar, spalled areas will be repaired with cementitious filler material or concrete mortar to provide sufficient cover over the rebar. Linden Avenue Bridge is surrounded by industrial and commercial properties. Complete closure of the bridge may adversely impact the local businesses. Therefore, temporary traffic control measures will be implemented to ensure that no more than one traffic lane is closed at a time to allow safe crossing to the traveling public.

- **North Access Road at San Bruno Canal (35C-0047)**

North Access Road Bridge at San Bruno Canal is located adjacent to the long-term parking structure of San Francisco International Airport. The existing bridge is a three span bridge, supported by CIDH pile extensions at bents 2 and 3, and by diaphragm abutments at each end. All the work at this location will performed below the deck. The primary scope of work at this location consists of providing cathodic protection to the CIDH pile extensions. Cathodic protection is a technique used to control the corrosion of a metal surface by making it the cathode of an electrochemical cell. Prior to providing the protection, unsound concrete from the piles will be removed and piles will



## SCOPE OF WORK

be treated with cementitious filler material or concrete mortar. The longitudinal cracks on the face of the piles and soffit will be injected with epoxy to ensure that the structural integrity of pile extensions is maintained.



Temporary stream diversion will be required in the creek to allow the implementation of the cathodic protection to the piles. The temporary stream diversion is anticipated to consist of constructing cofferdam approximately 25' beyond of the edge of deck on each side. The cofferdams will be connected with a corrugated metal pipe (CMP) to allow continuation of water during the tide changes. A minor clearing and grubbing also will be required next to the bridge to construct cofferdams and to install temporary stream diversion. Section 401, Section 404, Aquatic Resources Delineation, and Section 1602 permits will be acquired prior to performing work in the creek. Depending on the right-of-way limits, Temporary Construction Easements (TCEs) may be required to install the temporary stream diversion.

- **Spruce Avenue at Colma Creek (35C-0078)**

Spruce Avenue Bridge at Colma Creek is a two-span continuous reinforced concrete slab bridge, spanning across concrete Colma Creek. There are pattern deck cracks up to 0.06 inches wide spaced 6 inches apart throughout the slab. To rehabilitate the cracks, instead of methacrylate overlay only, the Caltrans bridge inspection report recommends applying 1" of polyester concrete overlay which will not only seal the cracks, but it will also strengthen the deck. Additionally, there are several concrete spalls on the bridge barriers. The barrier reinforcement is exposed at several locations along the length of the bridge barriers, especially at the ends. To repair the spalls, unsound concrete will be removed and the exposed rebars will be cleaned prior to applying concrete patches. The substructure is noted to be in a good condition, therefore no repairs are anticipated below the deck.

All anticipated repair work is above the bridge deck and not within the creek banks, within the City's right-of-way; therefore, Right-of-Way acquisition, Temporary Construction Easement (TCE) or regulatory agency permitting is not required for the prescribed repair work.



- **Chestnut Avenue at Colma Creek (35C-0079)**

Chestnut Avenue Bridge at Colma Creek is a reinforced concrete triple box culvert spanning across concrete lined Colma Creek. Repairs of Chestnut Avenue Bridge consists of clearing exposed rebars and applying concrete paste over them to repair spalled areas on the bridge barriers. The Bridge Inspection report also notes several hairline transverse soffit cracks spanning the width of culvert. However, because these hairline transverse cracks are typically indicative of temperature and shrinkage cracks and not load overstress related, the repair of these hairline transverse cracks were not included in the scope of work.

## SCOPE OF WORK



All anticipated repair work is on the bridge barriers within the City's right-of-way above the bridge deck and not within the creek banks; therefore, Temporary Construction Easement (TCEs) will not be required and regulatory agency permitting is also not required for the prescribed repair work on the barriers.

### ■ **Utah Avenue at Colma Creek (35C-0101)**

Utah Avenue Bridge at Colma Creek is a three-span reinforced concrete bridge spanning across Colma Creek. The bridge is supported by pier walls at bent 2 and 3, and diaphragm abutments at each end. The bridge inspection reports notes cracking in the bridge deck near the pier walls. There is also cracking noted in the pier walls. The cracks on the deck and in the pier walls will be repaired with epoxy injection. Additionally, the existing joint seals at each ends and existing deck drains will be cleaned under this scope of work. Epoxy injection in the pier walls will require temporary stream diversion in the creek. The temporary stream diversion will consist of constructing cofferdam approximately 25' from the edge of deck on each side. The cofferdams will be connected with a corrugated metal pipe (CMP), beyond the deck to allow continuation of water during the tide changes. A minor clearing and grubbing will also be required next to the bridge to construct cofferdams and to install temporary stream diversion. Section 401, Section 404, Aquatic Resources Delineation, and Section 1602 permits will be acquired prior to performing work in the creek.



Soil below the sidewalk at the NE corner of the bridge has eroded and the existing utilities are exposed. The scope of repair at this location includes backfilling the cavity to ensure the sidewalk is sufficiently supported and to ensure that the utilities are not exposed. To ensure that soil backfill will not erode in future, we anticipate constructing a small retaining wall to retain the soil backfill. Constructing the retaining wall directly below the sidewalk will restrict the access to the utilities in future, which is not acceptable. Therefore, the retaining wall will be constructed offset from the edge of sidewalk to allow future access the utilities from the side of the bridge. The space between the retaining wall and the edge of sidewalk will be filled with import backfill soil. Another concept to filling the hole and covering the existing utilities is to install a permanent vault around the existing facility to isolate the line during major bridge works, ensuring adequate protection in close proximity of construction. The Consultant will coordinate with the utility owners to notify them of the proposed construction and how it may impact their utilities. After collecting all necessary information and coordinating with the utility companies, we will decide on the most cost-effective solution.

### ■ **North Access Road at San Bruno Canal Creek (35C-0046)**

North Access Road Bridge at San Bruno Canal Creek is located ¼ mile east of US-101/I-380 Intersection, and ¼ mile west of North Access Road Bridge (Bridge No. 35C0-047). The existing bridge deck was treated with Methacrylate in 2013, and since then no new cracks have been noted. The scope of work consists of removing, cleaning/repairing headers and replacing the existing joint seals. After removing existing headers, the concrete around and below the existing header will be cleaned thoroughly and unsound concrete will be removed. A drill-and-bond epoxy dowels will



## SCOPE OF WORK

be installed in the cleaned concrete to ensure sufficient bonding between existing concrete and new headers. During our visit to the location, we also noted longitudinal soffit cracks running from the face of abutments to the face of the CIDH pile extensions. The Consultant recommend also repairing the soffit cracks with epoxy injection, similar to the nearby North Access Road Bridge (Bridge No. 35C-0047). The soffit cracks at both of these bridges are similar in the length and size and could lead to future deck rebar corrosion and concrete spalling.



RFP recommends performing all works from above deck, with in the City's right-of-way. However, soffit crack repair will require working from the creek. Epoxy injection in the soffit cracks will require temporary stream diversion in the creek. The temporary stream diversion will consist of providing cofferdams, connected with a corrugated metal pipe (CMP), beyond the deck. The CMP between the cofferdams will allow continuation of water during the tide changes. Minor clearing and grubbing will also be required next to the bridge to construct cofferdams and to install temporary stream diversion. Section 401, Section 404, Aquatic Resources Delineation, and Section 1602 permits will be acquired prior to performing work in the creek.

- **Dunman Way at Hickey Boulevard (35C-0032)**

Dunman Way Bridge is a single-span bridge over Hickey Boulevard near the Westborough Neighborhood in the City. The bridge consists of Pre-cast I girders supported by high cantilever Abutments. The bridge is surrounded by the residential properties, connecting the local neighborhood. Bridge Inspection Report did not note any major deterioration in the bridge. However, there are minor concrete cracks and spalls on the pedestrian sidewalks on the bridge which require repair. The Consultant also noted that asphaltic material over the west abutment is breaking up near the bridge joints. Additionally, there are vertical cracks noted at the face of abutments. The Consultant recommend repairing the cracks in abutments with epoxy injection.



Since the bridge is surrounded by the residential properties, no more than a one traffic lane will be closed to ensure that local residents have access to their residential properties. Temporary traffic control measures will be provided during construction phases to minimum the traffic disturbance.

- **Oyster Point Boulevard over UPRR (35C-0173)**

Oyster Point Boulevard Bridge is located over Caltrain/Union Pacific Rail Road (UPRR) near the Cove at Oyster Point. The Bridge Inspection Report noted that bridge structural elements, including deck, soffit, columns at bents, and abutments are in good condition and do not require any repair. The Consultant also confirmed the inspections noted in the Bridge Inspection Report during our visit to the bridge location. The primary repair at Oyster Point Boulevard Bridge consists of adjusting an elevation grade difference at the sidewalk near the South Abutment. Uneven sidewalk



## SCOPE OF WORK

is a tripping hazard for pedestrians. The Consultant anticipate adjusting the elevation difference of the sidewalk by pouring a sliver grout/concrete ramp to provide a smooth transition to remove the tripping hazard. Additionally, we also noted few minor cracks and spall on the concrete barriers which require repairing. Since all the anticipated work is on the deck, right-of-way agreement or temporary construction easement from UPRR will not be required.



## PROJECT CONSIDERATIONS AND APPROACH

The Consultant have reviewed the scope items listed in Attachment A, Project Description and Background, and Scope of Work in RFP, and our proposed scope of work outlined below conforms to the City's scope in the RFP.

Because the City has already performed the Field Review with Caltrans and obtained an approved Preliminary Environmental Study (PES), the proposed scope of work is based upon the approved PES and the scope of work specified in the RFP.

As two of the nine bridge sites; North Access Road at San Bruno Canal (35C-0047) and Utah Avenue at Colma Creek (35C-0101), identifies in-creek work, we assumed that the NES/MI requirements outlined in the PES will be governed by these two bridge sites and that jurisdictional delineation and biological survey will only be required for these two bridge sites. If additional in-creek work at other bridge sites is identified, additional jurisdictional delineation and biological survey can be included into the scope of work as additional services. Furthermore, based on our past experience with in-creek BPMP work, it is reasonable to assume that the in-creek work will not necessarily require that a Biological Assessment be performed, and to optimize the programmed budget, we have assumed that impact to any identified protected species or habitat can be avoided and Biological Assessment reports will not be required. If the biological survey identifies unavoidable impact to protected species or habitat that requires the inclusion of Biological Assessment reports, our environmental consultant (GPA) will be able to perform the Biological Assessment as additional services.

Because BPMP improvements are performed on existing structures that does not require layout, right-of-way mapping has been limited to the available record right-of-way documents and no title report or field surveys for right-of-way take were included in the scope of services. However, depending on the City's right-of-way limits over the two bridge sites where in-creek work is required, Temporary Construction Easements (TCEs) maybe required to implement temporary stream diversion that will be needed to perform the in-creek work. TCEs if required is assumed to and can typically be drafted using available record right-of-way documents.

Also, because BPMP improvements are typically performed on the bridge deck with limited or no earthwork, the Water Quality Assessment Reports (WQARs) identified in the PES is assumed to be required only for the bridge sites with in-creek work, and we have scope two (2) WQARs for only the bridge sites with in-creek work; North Access Road at San Bruno Canal (35C-0047) and Utah Avenue at Colma Creek (35C-0101). If other in-creek work is identified, additional WQARs can be included as additional services.

Additional rehabilitation identified during our initial scoping and that may be identified later during the design phase site investigation that the City would like to include with this project may require additional design services that can be added into the scope of work as additional services at the option of the City.

## SCOPE OF SERVICES

### TASK 1 – Project Management

## SCOPE OF WORK

**Project Administration / Project Schedule / Quality Assurance:** Our Project Management approach includes an integrated Quality Control / Quality Assurance Plan, measures and practices for Schedule and Budget Adherence, and an ongoing Value Engineering attitude to optimize the balance between cost and function for the project (i.e. "value"). This effort includes:

- Quality Assurance and Quality Control
- Adherence to Budget
- Project Review Meetings
- Adherence to Schedule
- Value Engineering
- HBP Local Program Compliance Support

The Consultant will attend a project kick-off meeting with City staff to discuss the project tasks, goals, and to ensure that our project management meets the expectation of the City. Consultant's Project Manager will have a one-on-one phone call with the City's Project Manager on a bi-weekly basis as needed to discuss the progress of the project without a full team present. Meeting summary minutes will be prepared and distributed within one week of the meetings. Additionally, a detailed design schedule will be updated on a quarterly basis based on the progress of the design, and will be submitted as an electronic file prior to each meeting.

The Consultant will develop and submit a Project Schedule outlining the project tasks and subtask, including the Critical Path items, to ensure that the project adheres to the City's anticipated schedule and completes on the target date. The schedule will include and clearly identify tasks and subtasks which requires our internal Quality Assurance review, as well as tasks which requires City's review and approvals, and/or Caltrans and other agencies reviews and approval. As the design schedule dictates, we will assign multiple Project Engineers to coordinate the design of multiple structures. Weekly internal staff meetings will be held to gage the status of the project and to ensure that the project is completed on or prior to completion date.

The Consultant acknowledge that adherence to the budget is critical for the City. Our unique and out-of-box engineering solutions will be tailored to cost savings during Design Phase as well as during the Construction Phase of the project. The Consultant will provide guidance and support during construction phase to ensure the project construction is completed in a short duration of time. The Consultant recommend that the City allow contractor to allow work at multiple sites simultaneously, which will allow early project completion and potential cost savings.

The Consultant will also prepare and submit monthly progress reports with our invoices to update the City on the progress of the project. The progress reports will identify the schedule updates, interim findings, percent of services complete, discussion of schedule changes, work products, and identification of issues requiring resolutions. Our invoices will identify and segregate costs for Preliminary Engineering, Environmental Services, Design Services, and other eligible expenses that are eligible for the Highway Bridge Program (HBP) funding reimbursement.

It is assumed that City staff will be present at community meetings and public hearings to present the project and respond to questions, and we will not be required to attend these meetings. The Consultant can attend these meetings and hearings as needed as Additional Services.

The Consultant will provide local programs assistance to the City to prepare all of the required local program forms as "signature-ready" to be signed before forwarding to Caltrans.

**Deliverables:** *Monthly Invoicing / Progress Report / Project Schedule / PDT Meeting Agenda and Minutes (PDF electronic copy)*

## TASK 2 – Pre-Design

**Data Gathering and Structure Field Investigations (6 Weeks):** This task will consist of compiling and reviewing existing data pertinent to the Project, planning design activities, identifying bridge repair items to be field verified, establishing coordination with any 3<sup>rd</sup> party stakeholders, and performing field investigations at each structure to confirm the bridge repair items shown in the inspection reports provided in the RFP. Understanding the problem, Data gathering, and field investigations are key to a cost effective and sound engineering design solutions. The Consultant believe that spending additional efforts during data gathering and field investigations will allow us to understand the project needs and project constraints further in depth. It will also assist in reduce effort during the Final Design Phase, ultimately minimizing the project schedule and project cost.

**Preliminary Engineering Studies (4 Weeks):** This task will consist of developing general project location, design concepts and related activities to establish design parameters to complete the Final Design. Preliminary Engineering Studies will pave the road map to finalize design by identifying and breaking down the design criteria for each location. It will also help identify similar structural defects at multiple locations and find common yet unique solutions for each location. The

## SCOPE OF WORK

Consultant will also develop preliminary construction cost, identifying and segregating costs which are eligible to HBP funding reimbursement.

**Surveying and Mapping (4 Weeks):** Our team will conduct record survey research and prepare mapping to assist and complete the final design of each bridge location as well as to prepare cost estimate and determine right-of-way impacts. The Consultant will use survey and right-of-way identification to determine the right-of-way needs for the construction, and to acquire permissions and right-of-entry into San Bruno Creek (for Bridge No. 35C-0047) and Colma Creek (for Bridge No. 35C-0101). To ensure the project improvements can be constructed within the available right-of-way, record mapping will be best fit onto existing photo backgrounds based on as-built. This approach will allow reduction in cost of field work.

**Environmental Studies and Documents (20 Months):** The Consultant understands the City has completed the Preliminary Environmental Study (PES), and have included a check list of studies and memos to be completed in the RFP. The Consultant will prepare the following technical studies as required by PES: Air Quality, Water Quality/Resources, Equipment Staging, Hazardous Waste (lead paint and thermoplastic stipes), Floodplain, Traffic Handling during construction, Location Hydraulic Study, and Summary Floodplain Encroachment. The scope of work assumes Biological Assessment will not be required, and Natural Environmental Study-Minimal Impact (NES/MI). Once the technical studies are completed, we will coordinate with the City and Caltrans to obtain a CE determination and signed CE form from Caltrans, pursuant to their NEPA responsibilities with the U.S. Department of Transportation.

Due to the varied nature of maintenance activities for each bridge site, some of the bridge sites may have more environmental evaluation and permitting requirements than others. For example, bridge sites that only require maintenance of the deck and railing elements (i.e., outside of the creek zone and with no disturbance of vegetation and/or native soil) would likely require only very limited environmental evaluation and no regulatory permits.

The Consultant anticipate encroachment into the creek zone at North Access Road at San Bruno Canal (Br. No. 37C-0047) and Utah Avenue at Colma Creek (Br. No. 35C-0101) to perform the bridge repair items noted in the table on the previous page. San Bruno Canal and Colma Creek appear to be perennial aquatic features with connectivity to the San Francisco Bay. Therefore, a jurisdictional delineation of these waters will be required. The Consultant will summarize the existing regulatory setting, project area conditions, and delineated wetlands and waters of the U.S. and state in an Aquatic Resources Delineation report. In Addition to encroachment, vegetation removal, disturbance of native soil, in-water and/or water diversion work would require preparation of environmental technical studies and acquisition of regulatory permits. It is our understanding that one Natural Environmental Study (NES) for the US Fish and Wildlife Service will be required incorporating all structures. A separate NES for each structure is not anticipated, nor included in the scope of services. One NES documents for all nine bridges will help expedite the project schedule and also help reduce the project cost. Preparation of the NES includes reviewing available data on biological resources recorded within the vicinity of the project, performing field investigations at each structure to a level appropriate for the permits required for each bridge, and summarizing the results in the NES document. NES field investigations and vegetation mapping will be performed on a broad scale, however detailed plant identification will be required. NES will include Water Quality Best Management Practices (BMPs), Construction staging and access, Wetlands, and Invasive plants.

The Consultant will review available data on biological resources recorded within and near the project area, including all special-status plant and wildlife species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDB), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the National Wetlands Inventory (NWI). GPA will also work with the project team to delineate an appropriate Biological Survey Area (BSA) that will cover the direct and indirect impact areas, including temporary construction areas, and create a BSA map to be used for the biological analysis.

This scope of services includes obtaining regulatory permits from the Regional Water Quality Control Board (RWQCB) and California Department of Fish and Wildlife (CDFW) since there is work within the bed and banks or low flow channel. The Consultant assume that a Biological Assessment and Section 7 Consultation with the United States Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Services (NMFS) would not be required. The structures with work within the low flow channel are eligible for an Army Corps of Engineers (ACOE) Section 404 permit, Section 401 of the Clean Water Act Certification, Streambed Alteration Permit (Section 1602), and National Pollutant Discharge Elimination System (NPDES) permits. Permit fees are not included in this scope of services, and are anticipated to be paid by the City. According to the Caltrans Historic Bridge Inventory, all bridges are listed as Category 5, meaning they are not eligible for the National Register of Historic Places. The City has completed a technical study for Cultural Impacts and is provided with RFP.

## SCOPE OF WORK

The Consultant anticipate that the project will be Categorically Exempt (CE) under CEQA, and Categorical Excluded (CE) under NEPA. If the project description changes or if currently unknown circumstances arise in a manner that would result in greater environmental impacts, the environmental scope may need to be revised. The Consultant will prepare a Notice of Exemption (NOE) for signature by the City and will submit the NOE to the County clerk's office for CEQA clearance.

Since our scope of services includes performing the bridge repairs items noted above and minor soil disturbance is anticipated for retrofitting the pile extensions and pier walls, the only hazardous materials anticipated for this project could possibly be the joint seals, yellow traffic striping and Aerially Deposited Lead (ADL). The Consultant will assume that the joint seals and traffic striping are hazardous, and will state in the contract specifications that these items are hazardous. A Phase 1 Initial Site Assessment is not included in this scope of services, as it is typically unnecessary for the proposed work. As a result, Caltrans will require a hazardous materials technical memo. This memo will describe how the contractors will minimize the release of hazardous materials and dispose of any such materials.

Caltrans does not require public scoping for NEPA CE projects, and it is not anticipated that any other public outreach activities will be required during the environmental process. No public outreach activities have been included in this scope of work. The project specifications will require the Contractor to provide Good Neighbor Letters to any businesses and residents that may be affected by the construction of the bridge repairs.

**Deliverables:** signed NEPA CE, CEQA NOE form, Aquatic Resources Delineation, technical memos and studies listed in PES, Section 404 Permit application package, Section 401 Permit application package, CDFW 1602 Permit application package, and NPDES Permit (PDF electronic copy).

**Utility Coordination:** The Consultant will identify the utilities near and on each bridge location. The Consultant will also identify potential conflicts and prepare a Utility Conflict Map and Caltrans Reports of Investigation. The Consultant will coordinate with the Utility owners to notify them of construction activities, and we will work closely with the utility company to develop protection details which maintain the integrity and operations of their facility during construction. All work performed will be in compliance with Chapters 13 and 14 of Local Assistance Procedures Manuals, and Right-of-way Manual.

**Preliminary Design (35% Plans and Estimate):** This task includes the development of conceptual bridge plans from as-built plans, the right-of-way and utility records search, aerial photogrammetry, and base mapping to indicating the proposed repairs at each bridge site. Biggs Cardosa will also prepare engineer's estimate of probable cost. Cost will be based on preliminary quantities developed in general conformance with Caltrans Bridge Design Aids and will include approximately 25% contingency. These preliminary cost estimates will be based on the Caltrans estimating guidelines provided in Caltrans Bridge Design Aids, Section 11 Estimating. The 35% plans and estimate submittal is intended to allow the City to review and comment upon the proposed repairs and review anticipated construction costs early in the process.

**Deliverables:** 35% conceptual level general plans of each bridge, 35% cost estimate (PDF electronic copy and three 24" x 36" Plots).

### TASK 3 – Final Design

Within this task, we will develop and independently check the complete construction documents including plans, specifications and the construction cost estimate. All PS&E contract documents will be prepared and will meet the federal requirements for Highway Bridge Program (HBP) funding.

**Draft 60% PS&E - Unchecked Details (10 weeks):** During preparation and approval of the NES documents, we will prepare and submit the draft plans, specifications, and estimate to the City.

These construction documents are anticipated to include plan sheets for a vicinity map, quantities, a bridge general plan with the bridge repair items identified at each structure, photographs as required, horizontal control, as well as the construction specifications and cost estimate for the bridge repair items noted in the approved PES form. This submittal will represent a complete, draft set of construction documents to be submitted to the City and will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Standard Plans & Specifications (2018 version & most current revisions as will be indicated in the bid documents)
- Caltrans Bridge Design and Detailing Manuals
- AASHTO LRFD Bridge Design Specifications 8<sup>th</sup> Edition with California Amendments,
- AutoCAD 2019



## SCOPE OF WORK

Since the nature of the rehabilitation of the bridges will only require restriping and remarking of existing pavement striping and markings, we recommend and have assumed in this scope of services that only schematic level signing and striping of the existing conditions will be shown, we will not need to prepare detailed signing and striping plans, and we will be able to specify the striping and markings in the contract specifications and reference Caltrans and City standard striping and marking details.

Additionally, since the nature of the rehabilitation of the bridges will only require construction staging and traffic control measures for short durations, we recommend and have assumed in this scope of services that we will not need to prepare site specific construction staging and traffic control plans. The Consultant will coordinate construction staging and traffic handling requirements with the City, and include these requirements in the contract specifications. It is anticipated that the Contractor will utilize Caltrans Standard Plans "T" plans for lane closures and construction signage. The contract specifications will require the Contractor to provide a construction staging and traffic control submittal at each structure for review and approval by the Engineer and the City to ensure that the Contractor has an efficient work area while maintaining a safe environment with limited operational impacts to the vehicles, bicyclists, and pedestrians. Construction staging areas will be coordinated with the City and included in the contract documents. On BPMP projects, the most cost-effective approach to traffic control is to define the hours of operation and phasing of bridge work and allow the contractor to develop their own traffic control plan for approval by the City during construction. Should proximity to adjacent intersections or other jurisdictions warrant, more detailed traffic handling plans can be developed. Quantities for the various items of work for these plans will be documented on a quantity sheet by bridge. It is anticipated and assumed in this scope of services that no loop detectors will be affected by the bridge rehabilitation work.

A Caltrans Right-of-Way Certification Request form (LAPM Exhibit 13-A) will need to be prepared and submitted to Caltrans to certify that the project will not require any right-of-way acquisition. The Consultant will prepare a "signature ready" Caltrans Right-of-Way Certification Request form for the City. The bridge repairs may require temporary construction easements for which the right-of-way engineering will be necessary. As Additional Services, we will prepare plates and legal description forms for Temporary Construction Easement Agreements, if needed, to allow the contractor to perform work with in San Bruno Creek and Colma Creek.

Although, the bridge repairs will not require any utilities to be relocated, utility facilities will be identified by owner and type of facility and shown on the project plans. The Consultant will coordinate with utility owners affected by project improvements to coordinate protection of utilities within anticipated work areas. A potential utility interface is anticipated at the Utah Ave Bridge over Colma Creek.

Our team will prepare and submit to the City the technical specifications necessary to perform the bridge repair work consistent with the Caltrans Standard Specifications. The Consultant will assume that the City will prepare the front end (boilerplate) specifications, and the City will compile the front end and technical specifications together to create a complete set of bid specifications. The Consultant will prepare Draft Notice to Contractor and submit for to the City for a review. For federally funded projects, there is specific federal contract language that needs to be included in the front-end specifications. The Consultant will prepare and submit the federal contract language to the City, and the City will compile the federal contract language into the front-end specifications. The Consultant will identify and segregate costs that are eligible for HBP funding.

**Deliverables:** 60% Plan Set Drawings (PDF electronic copy and three 24" x 36" Plots)  
60% Technical Specifications including Materials Submittals List and 60% Construction Cost Estimate and Quantity Calculations (PDF electronic and three 8 ½" x 11" copies of each)  
Draft notice to Contractors (PDF electronic copy)

**Pre-Final Design Submittal-90% PS&E (8 Weeks):** After receiving NEPA clearance, we will conduct an independent check of the plans, specifications, and estimate in accordance with our QA/QC Plan; concurrent with review of the 60% PS&E submittal by the City. An inter-disciplinary review will be conducted to ensure that all plans and specs prepared by the project team are coordinated.

Upon receiving check comments from the City and the QC Independent Checker, we will work with both the City and the QC Independent Checker to resolve all comments, and we will update the 60% PS&E documents for the 90% PS&E submittal.

## SCOPE OF WORK

**Deliverables:** *Independent Check Set of 60% PS&E and associated comment/response log (PDF electronic copy)*  
*90% Plan Set Drawings (PDF electronic copy and three 24" x 36" Plots)*  
*90% Construction Cost Estimate (PDF electronic copy and three 8 ½" x 11" copies)*  
*Project Manual including Federal Requirements, Special Provisions, Technical Requirements (PDF electronic copy and three 8 ½" x 11" copies)*  
*Materials Submittals List, and Justification of Proposed Working Days (PDF electronic copy)*  
*Comment/Response log for 60% and 90% Comments (PDF electronic copy)*  
*100% Construction Schedule (MS Project file and PDF electronic copy)*  
*100% Design Calcs and Quantity Calculations (PDF electronic copy)*

**Final Design Submittal-100% PS&E (4 Weeks):** After agency review of the 90% Design Submittal, we will incorporate City comments and prepare the Final Contract Documents in accordance with the City's instructions and submit Final Bid Documents for signature.

**Deliverables:** *One (1) complete Final Bid Set Drawings – signed and dated (24" x 36" Bond)*  
*One (1) set of Final Technical Specifications with signed and dated cover sheet (8 ½ x 11 Bond)*  
*One (1) copy of the Engineer's Construction Cost Estimate (8 ½ x 11 Bond)*  
*One (1) electronic copy of the signed plans, specifications, engineer's estimate (PDF electronic copy)*  
*One (1) copy of the Material Submittal List and Justification for Proposed Working Days (PDF Electronic copy)*

### TASK 4 – Construction Phase Authorization (12 Weeks)

The Consultant will prepare Request for Authorization (E-76) to advance the Construction using procedures outlines Caltrans Local Assistance Procedures Manual including completing all LAPM exhibits noted in Task 1 as "signature ready" for submittal to Caltrans to obtain the Construction E-76 authorization.

**Deliverables:** *Request for Authorization; LAPM Exhibits 3-A, 3-O, 5-A, 7-B, 7-G, 12-D, 12-E, 13-A, 15-A, 15-L, and 15-M (PDF electronic copy).*

### TASK 5 – Bid and Award Support (10 Weeks)

The Consultant will provide engineering services to support the public bidding phase of the project that includes providing responses to bidders' inquiries, preparation of addenda documents, and assisting the City in the review and processing of substitute submittals. The Consultant will prepare and submit a Conformed Set of Final Drawings and Specifications.

**Deliverables:** *Responses to bid inquiries (as required); Written evaluation of substitution submittals (as required);*  
*Preparation of addenda documents (as required) (PDF electronic copy)*  
*Complete Conformed Set of Drawings (AutoCAD and PDF – signed & dated [24" x 36" Bond] electronic copy)*  
*Electronic copy of the Technical Specifications – (MS Word and PDF electronic copy)*  
*Hard Copy of the Final Approved Specifications (8 ½" x 11")*

### Exceptions and Assumptions:

Services not anticipated to be required and not included in this scope of services but can be added as additional services if circumstances or conditions changes are outlined below:

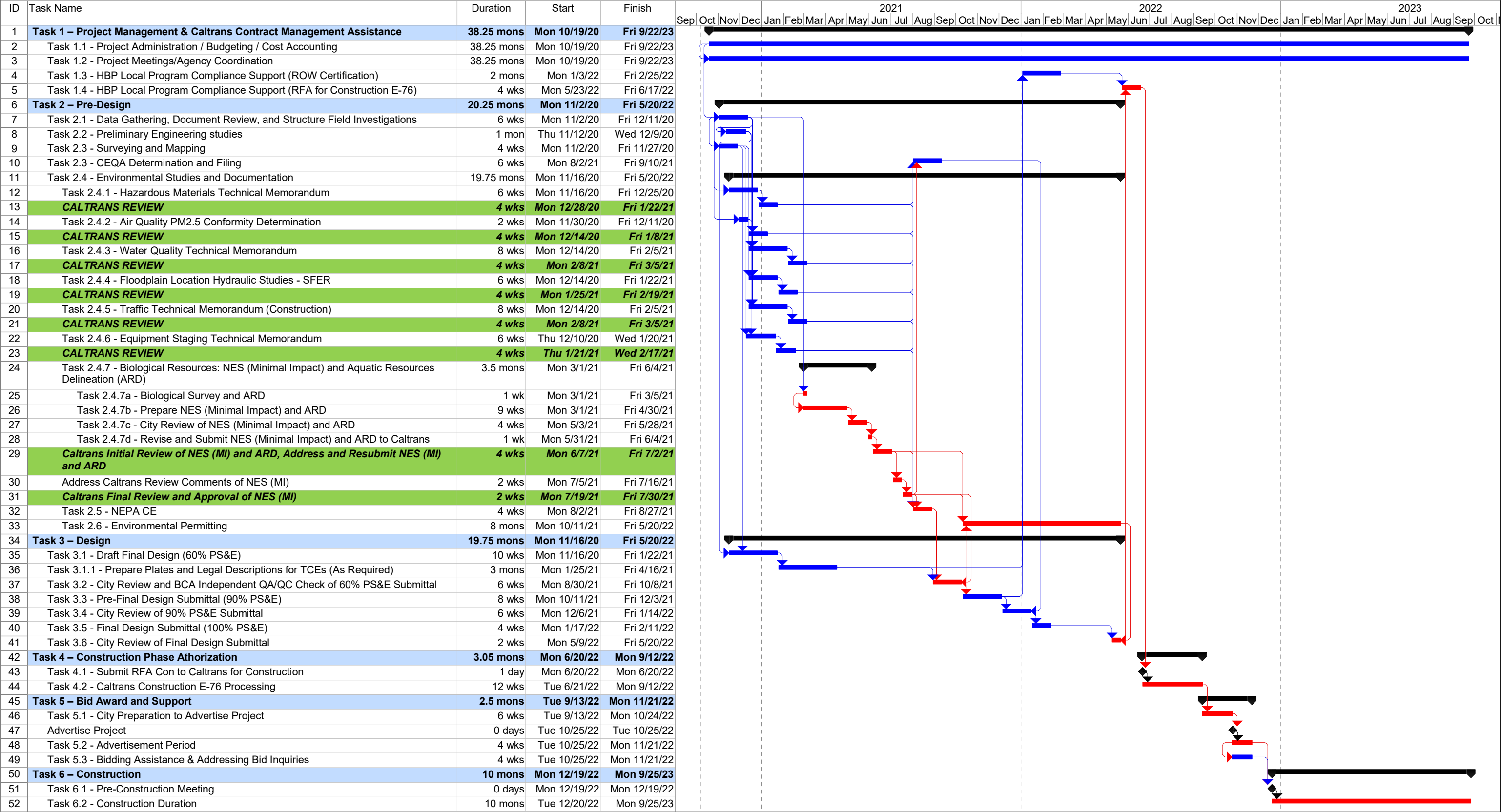
1. It is assumed the nine (9) project locations are all packaged in a single set of Plans, Specifications and Estimates.
2. Traffic control requirements will be conveyed to the contractor through the Technical Specifications. Traffic Control plans will not be required.
3. Utility relocation or potholing will not be required
4. Right of Way mapping will be limited to available record right of way documents.
5. Title reports or field survey is not anticipated to be required and not included in this scope of work.
6. WQAR is not needed for sites without in-creek work.
12. Focused bat habitat surveys, including bat emergence surveys, are not included in this scope of work. If requested, Consultant will provide an additional scope of work and budget to support this effort.
13. One NES(MI) will be prepared for all nine bridge maintenance sites. If evaluation of additional sites is requested, Consultant will provide an additional scope of work and budget to support this effort.
14. A CE/CE will be the appropriate level of NEPA/CEQA documentation. If during project development or completion of environmental investigations is it identified

## SCOPE OF WORK

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7. No SWPPP is included in this scope of services
8. The PES is approved by Caltrans and Phase 1 Initial Site Assessment (ISA) is not required
9. Project activities are expected to encroach on only two aquatic features, San Bruno Canal (at Bridge #35C-0047) and Colma Creek (at Bridge #35C-0101). Therefore, this scope includes a jurisdictional delineation of San Bruno Canal (at Bridge #35C-0047) and Colma Creek (at Bridge #35C-0101). Jurisdictional delineations at additional bridge locations, are not included in this scope of work. If requested, Consultant will provide an additional scope of work and budget to support this effort.
10. Protocol-level surveys for special-status species, if required, are not included in this scope of work. It is anticipated that potential for special-status plants and wildlife species can be inferred based on the surveys scoped for the project. If protocol surveys are requested, Consultant will provide an additional scope of work and budget to support this effort.
11. One field survey for the NES(MI) is included in this scope of work and it will be conducted during the appropriate time of year to capture the typical blooming window for special-status plants with potential to be in the project area to the extent feasible.
12. that the project would not qualify for a CE/CE, an additional SOW and budget will be provided to support a higher-level of documentation.
15. The project would not have a potential effect on federally listed species and consultation pursuant to Section 7 of the Federal Endangered Species Act would not be required.
16. Caltrans will prepare the NEPA Categorical Exclusion Form and Environmental Commitments Record.
17. The City will prepare the CEQA Notice of Exemption for the project, file it with the County Clerk-Recorder's Office and the State Clearinghouse, and pay the applicable County filing fee
18. Bridge rehabilitation improvements will not affect creek hydraulic and hydraulic engineering is not required
19. Bridge rehabilitation improvements will not require geotechnical engineering services
20. Assistance and attendance at community meetings and/or public hearings are not required.
21. Attendance at a pre-bid meeting and preparing pre-bid meeting notes are not required.
22. Construction Support and Preparation of Record Drawings are not included with this contract.

CITY OF SOUTH SAN FRANCISCO BPMP PROJECT SCHEDULE  
10/7/2020



Critical



Task



Baseline

Milestone



Summary





**EXHIBIT B**  
**COST PROPOSAL**

CITY OF SOUTH SAN FRANCISCO BPMP (ST 1703)  Engineering and Design Services  Estimate of Labor Effort  8-Sep-20		BCA						HMH				GPA (DBE)												Total Hours	Total Fee
		Project Management, Prime Consultant & Structural Engineering						Civil, Traffic, Survey, & Utility Coordination				Environmental Clearance & Permitting													
		Principal-in-Charge	Engineering Manager	Associate - QC Manager	Project Engineer	Senior Drafter	Administrative	Civil Engineering Manager	Senior Civil Engineer	Assistant Civil Engineer	Senior Land Surveyor	Sr. Associate Env Planner	Sr. Env Planner	Sr. Biologist	Sr. Biologist	Associate Env Planner	Sr. Associate Biologist	Associate Biologist	Biologist	Sr. Biologist	Sr. Biologist	Associate Biologist	Associate Biologist		
WBS DESIGN SERVICES (PE FUNDING PHASE)																									
Task 1	Project Management & Caltrans Contract Management Assistance	20	4				7																	31	\$8,380
1.1	Project Administration/ Budgeting/ Cost Accounting		8			24																		32	\$5,921
1.2	Caltrans Local Assistance Support (ROW Cert & Con E-76)		2			12																		14	\$2,502
1.3	Project Schedule		16			16																		32	\$6,392
1.4	Monthly Project Meetings/Agency Coordination (4 PDT Mtgs assumed)																								
Subtotal		20	30	0	52	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	109	\$23,196
Task 2	Preliminary Engineering Studies / Suevey and Mapping / Utility Coordination																								
2.1	Data Gathering, Document Review, and Structure Field Investigations		4		32																			36	\$6,367
2.2	Surveys and Mapping									50														50	\$11,120
2.3	Utility Coordination								4	27														31	\$3,811
2.4	Prepare Preliminary Design Submittal (35% Plans and Estimate)								2															2	\$394
Subtotal		0	4	0	32	0	0	0	6	27	50	0	0	0	0	0	0	0	0	0	0	0	0	119	\$21,692
Task 3	Environmental Studies Documentation / Permits																								
3.1	CEQA Determination and Filing		1																					1	\$229
3.2	NEPA Approval		2																					2	\$458
3.3	Natural Environment Study/Minimal Impact (NESMI) & Wetland Delineation and		1									4	16	73	6		40	60	88		4	12		304	\$32,690
3.4	Equipment Staging & Tech Memo		4									2	2		8	18								34	\$3,909
3.5	Traffic Tech Memo		4																					4	\$917
3.6	Air Quality		4																					4	\$917
3.7	Hazardous Materials / Hazardous Waste Tech Memo		4																					4	\$917
3.8	Water Quality Assessment Report		1					2	28	60														91	\$12,958
3.9	Location Hydraulic Study		4																					4	\$917
3.10	Summary Flood Plain Encroachment Report		4																					4	\$917
3.11	NPDES Permit		4																					4	\$917
3.12	CDFW 1602 Streambed Alteration Agreement / RWQCB 401 Permit / ACOE 401 Permit		1									5	17	40	6		12	64				64	12	221	\$23,057
Subtotal		0	34	0	0	0	0	2	28	60	0	11	35	113	20	18	52	124	88	0	4	76	12	677	\$78,801
Task 4	Final Design																								
4.1	Prepare Draft Design Submittal (65% PS&E)	1	24		124	40		2	32															223	\$39,952
4.2	Independent QA/QC Check of 65% PS&E Submittal			8	24																			32	\$6,318
4.3	Prepare Pre-Final Design Submittal (95% PS&E)	1	12		52	16			4															85	\$15,213
4.4	Prepare Final Design Submittal (100% PS&E)	1	12		32	8																		53	\$9,780
Subtotal		3	48	8	232	64	0	2	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	393	\$71,262
Task 5	Bid and Award Support																								
5.1	Addressing Bid Inquiries and Preparing Addenda	2	4		4																			10	\$2,279
5.2	Prepare Conform Set of Construction Documents and Technical Specifications		2		4	2																		8	\$1,449
Subtotal		2	6	0	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	\$3,729
Project Total Labor		25	122	8	324	66	7	4	70	87	50	11	35	113	20	18	52	124	88	0	4	76	12	1316	\$198,680
Total Hours Per Consultant		552						211				553												1316	
DIRECT EXPENSES																									
Plotting, Printing, and Postage		\$76																							\$76
Travel (Mileage)												\$403													\$403
Travel (Meals)		\$0										\$302													\$302
Travel (Lodging)		\$0										\$540													\$540
Project Total Reimbursable Expenses		\$76						\$0				\$1,245													\$1,321
WBS DESIGN SERVICES (PE FUNDING PHASE)																									
Task 1:	Project Management & Caltrans Contract Management Assistance	\$23,196						\$0				\$0													\$23,196
Task 2:	Preliminary Engineering Studies / Suevey and Mapping / Utility Coordination	\$6,367						\$15,324				\$0													\$21,692
Task 3:	Environmental Studies Documentation / Permits	\$7,792						\$12,729				\$58,280													\$78,801
Task 4:	Final Design	\$63,678						\$7,584				\$0													\$71,262
Task 5:	Bid and Award Support	\$3,729						\$0				\$0													\$3,729
Total Project Fee Per Consultant		\$104,838						\$35,637				\$59,525													\$200,000
DBE PARTICIPATION PERCENTAGES												29.76%													
FEE APPLICABLE TO E-76 PRELIMINARY ENGINEERING (PE) FUNDING																									\$200,000
DIRECT COST FIXED FEE MULTIPLIER RATES																									
Direct Rate		\$115.50	\$77.70	\$94.50	\$57.75	\$52.50	\$31.50	\$78.00	\$61.50	\$35.00	\$69.50	\$60.00	\$50.48	\$41.11	\$41.25	\$31.73	\$64.90	\$33.65	\$30.29	\$51.98	\$47.96	\$33.65	\$35.34		
Overhead Rate		168.13%	168.13%	168.13%	168.13%	168.13%	168.13%	190.90%	190.90%	190.90%	190.90%	142.43%	142.43%	142.43%	142.43%	142.43%	142.43%	142.43%	142.43%	142.43%	142.43%	142.43%	142.43%		
Profit		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		

## EXHIBIT C

## INSURANCE CERTIFICATES



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675		<b>CONTACT NAME:</b> Jo Lusk <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com	
<b>INSURED</b> Biggs Cardosa Associates, Inc. 865 The Alameda San Jose CA 95126		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> XL Specialty Insurance Co. <b>INSURER B:</b> Travelers Property Casualty Company of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
License#: 0020739 BIGGCAR-01		<b>NAIC #</b> 37885 25674	

## COVERAGES

CERTIFICATE NUMBER: 1424284715

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6802H141284	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4955L513	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7177Y078	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB4J530244	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability			DPR9956790	3/1/2020	3/1/2021	Per Claim \$5,000,000 Annual Aggregate \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.

RE: SSF BPMP Project

The City of South San Francisco and its officers, employees, agents, and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached. 30 Days Notice of Cancellation

## CERTIFICATE HOLDER

## CANCELLATION 30 Days Notice of Cancellation

City of South San Francisco 315 Maple Avenue South San Francisco CA 94080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## EXHIBIT D

## FORM 590

TAXABLE YEAR

CALIFORNIA FORM

**2020 Withholding Exemption Certificate****590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent Information**

Name

City of South San Francisco

**Payee Information**

Name

Biggs Cardosa Associates, Inc.

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

77-0099204

Address (apt./ste., room, PO box, or PMB no.)

865 The Alameda

City (If you have a foreign address, see instructions.)

San Jose

State

CA

ZIP code

95126

**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

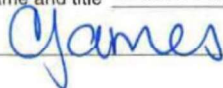
**CERTIFICATE OF PAYEE:** Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Colleen James, Accounting Manager

Telephone (408) 296-5515

Payee's signature ▶



Date 10/6/20

## Certificate Of Completion

Envelope Id: B8E910881E5D4948B8A95B764BDD914B	Status: Completed
Subject: Please DocuSign: Biggs Cardosa Consulting Services Agreement BPMP.pdf	
Source Envelope:	
Document Pages: 47	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Catherine Misener
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	329 Miller Ave
	South San Francisco, CA 94080
	Catherine.Misener@ssf.net
	IP Address: 209.234.100.130

## Record Tracking


Status: Original	Holder: Catherine Misener	Location: DocuSign
10/19/2020 8:35:32 AM	Catherine.Misener@ssf.net	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of South San Francisco	Location: DocuSign

## Signer Events

Mahvash Harms  
mharms@biggscardosa.com  
Vice President/ Principal  
1/8/2020

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
99FBF84E77C9427...

Signature Adoption: Pre-selected Style  
Using IP Address: 107.128.210.90

## Timestamp

Sent: 10/19/2020 4:45:27 PM  
Viewed: 10/19/2020 4:53:10 PM  
Signed: 10/30/2020 8:17:13 AM

## Electronic Record and Signature Disclosure:

Accepted: 10/19/2020 4:53:10 PM  
ID: da457cbc-9a7f-4d65-8063-81c8087c80c8

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Jeff Chou  
Jeffrey.Chou@ssf.net  
Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**COPIED**

Sent: 10/19/2020 4:45:27 PM  
Viewed: 10/19/2020 4:45:56 PM

Robert Hahn  
Robert.Hahn@ssf.net

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**COPIED**

Sent: 10/30/2020 8:17:16 AM

Carbon Copy Events	Status	Timestamp
Jeff Chou Jeffrey.Chou@ssf.net Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/30/2020 8:17:17 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/19/2020 4:45:27 PM
Certified Delivered	Security Checked	10/19/2020 4:53:10 PM
Signing Complete	Security Checked	10/30/2020 8:17:13 AM
Completed	Security Checked	10/30/2020 8:17:17 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of South San Francisco (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO City of South San Francisco:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net)

**To advise Carahsoft OBO City of South San Francisco of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO City of South San Francisco**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO City of South San Francisco**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of South San Francisco as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of South San Francisco during the course of your relationship with Carahsoft OBO City of South San Francisco.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675  License#: 0020739 BIGGCAR-01	<b>CONTACT</b> NAME: Jo Lusk PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Co.</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Co.	37885	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Biggs Cardosa Associates, Inc. 865 The Alameda San Jose CA 95126															

**COVERAGES****CERTIFICATE NUMBER:** 1424284715**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6802H141284	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4955L513	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7177Y078	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB4J530244	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability			DPR9956790	3/1/2020	3/1/2021	Per Claim \$5,000,000 Annual Aggregate \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.  
 RE: SSF BPMP Project

The City of South San Francisco and its officers, employees, agents, and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording.  
 Insurance coverage includes waiver of subrogation per the attached. 30 Days Notice of Cancellation

**CERTIFICATE HOLDER****CANCELLATION** 30 Days Notice of Cancellation

City of South San Francisco 315 Maple Avenue South San Francisco CA 94080	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

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POLICY NUMBER 6802H141284

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 10/19/2020

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 6802H141284

ISSUED DATE: 10/19/2020

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

#### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

NAMED INSURED: Biggs Cardoso Associates, Inc.

POLICY NUMBER: 6802H141284

## **ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT**

This is a summary of the coverages provided under the following forms (complete forms available):

### **Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)**

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

#### **4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### **Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)**

#### **PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>                                  |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>K. AIRBAGS</b>   |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>L. AUTO LOAN LEASE GAP</b>   |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>M. BLANKET WAIVER OF SUBROGATION</b>                                 |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |   |

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

**I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER:** UB4J530244

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by \_\_\_\_\_

**DATE OF ISSUE:** 10/19/2020

Page 1 of 1



# City of South San Francisco

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

## City Council

Resolution: RES 133-2020

**File Number: 20-541**

**Enactment Number: RES 133-2020**

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT TO BIGGS CARDOSA ASSOCIATES, INC. OF SAN JOSE, CALIFORNIA FOR THE BRIDGE PREVENTIVE MAINTENANCE PROGRAM (PROJECT NO. ST1703) IN AN AMOUNT NOT TO EXCEED \$200,000 FOR A TOTAL BUDGET OF \$250,000.

WHEREAS, the City of South San Francisco ("City") adopted 2020-21 Capital Improvement Program (CIP) which includes Project No. st1703 for the Bridge Preventive Maintenance Program ("Project") partially funded by the Highway Bridge Program (HBP) Grant; and

WHEREAS, the Project proposes repairs, identified in the Caltrans bridge inspection reports, for nine (9) bridges in the Bridge Preventive Maintenance Program (BPMP) package; and

WHEREAS, the Project requires professional consulting services for the engineering, environmental, regulatory agency permitting, design, construction management and related other services; and

WHEREAS, staff advertised and received proposals on July 24, 2020, from four (4) well-qualified, multi-disciplinary and success oriented professional consulting teams offering comprehensive services required for the Project; and

WHEREAS, after reviewing the proposals, staff invited the top two (2) consultant teams for interviews on August 31; and

WHEREAS, the interview panel consisted of members from the City's Public Works Principal Civil Engineer, the City's Public Works Senior Civil Engineer, and the City's Public Works Associate Civil Engineer; and

WHEREAS, the selection of consulting services is not based on the lowest bidder, but on the firm's expertise, experience and references; and

WHEREAS, the City Council authorized a project budget of \$200,000, with additional \$50,000 contingency, totaling a project budget of \$250,000; and

WHEREAS, the interview panel has determined that Biggs Cardosa Associates, Inc. of San Jose and its team of sub-consultants have presented the most responsive proposal for the City's project; and

WHEREAS, Biggs Cardosa Associates, Inc. and its team of consultants have extensive relevant experience, including design of similar streetscape projects for the City; and

WHEREAS, the City's standard consulting services agreement, attached hereto and incorporated herein as Exhibit A, has been reviewed and accepted by Biggs Cardosa Associates, Inc. with regards to the terms and conditions therein; and

WHEREAS, there are sufficient funds allocated in the City's FY 2020-21 CIP for the proposed fees for the Project's required services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approves a consulting services agreement, attached herewith as Exhibit A, attached hereto and incorporated herein, for multi-disciplinary consulting services for the Bridge Preventive Maintenance Program (Project No. st1703) in an amount not to exceed \$200,000 for a total project budget of \$250,000 conditioned on Biggs Cardosa Associates, Inc.'s timely execution of the consultant services agreement and submission of all required documents, including but not limited to, certificates of insurance and endorsements in accordance with the Project documents.

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

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the consulting services agreement in substantially the same form as that attached in Exhibit A, and any other related documents on behalf of the City upon timely execution by Biggs Cardosa Associates, Inc. signed contract and all other documents, subject to approval by the City Attorney.

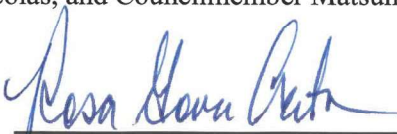
BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco authorizes the City Manager to take any other related actions consistent with the intention of the Resolution.

\* \* \* \* \*

At a meeting of the City Council on 10/14/2020, a motion was made by Councilmember Nicolas, seconded by Vice Mayor Addiego, that this Resolution be approved. The motion passed.

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

Attest by

  
\_\_\_\_\_  
Rosa Govea Acosta, City Clerk

## Certificate Of Completion

Envelope Id: D7D293FA8BE840DEB22FEF4B7F462404	Status: Completed
Subject: Please DocuSign: Biggs Cardosa Agreement st1703 BPMP	
Source Envelope:	
Document Pages: 63	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelopeld Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Envelope Originator: Catherine Misener 329 Miller Ave South San Francisco, CA 94080 Catherine.Misener@ssf.net IP Address: 209.234.100.130

## Record Tracking

Status: Original 10/30/2020 5:24:25 PM	Holder: Catherine Misener Catherine.Misener@ssf.net	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of South San Francisco	Location: DocuSign

## Signer Events

Signer Events	Signature	Timestamp
Eunejune Kim Eunejune.Kim@ssf.net Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>A415FDCE1B2A413...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 209.234.100.130</p>	<p>Sent: 10/30/2020 5:33:34 PM Viewed: 10/30/2020 5:42:18 PM Signed: 10/30/2020 5:44:37 PM</p>

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Accepted: 6/1/2020 2:10:07 PM  
ID: 09c34a55-e298-4c87-9f18-2e9185df7481

Claire Lai Claire.Lai@ssf.net Signing Group: City Attorney Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>951A604F45D4468...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 206.169.145.130</p>	<p>Sent: 10/30/2020 5:44:41 PM Viewed: 11/2/2020 7:00:22 PM Signed: 11/2/2020 7:01:16 PM</p>
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### Electronic Record and Signature Disclosure:

Accepted: 11/2/2020 7:00:22 PM  
ID: 934db2d3-f401-4ee9-9528-afe5cab3997e



Mike Futrell Mike.Futrell@ssf.net City Manager Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>6852134787CA4DB...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.210.6.93</p>	<p>Sent: 11/2/2020 7:01:20 PM Viewed: 11/2/2020 7:09:57 PM Signed: 11/2/2020 7:10:15 PM</p>
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### Electronic Record and Signature Disclosure:

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ID: e9ac17ed-5357-4cd1-98b2-ffad37084214

Signer Events	Signature	Timestamp
Rosa Govea Acosta rosa.acosta@ssf.net City Clerk City of South San Francisco Signing Group: City Clerk Security Level: Email, Account Authentication (None)	DocuSigned by:  5908B15FF63F418...   Signature Adoption: Pre-selected Style Using IP Address: 209.234.100.130	Sent: 11/2/2020 7:10:22 PM Viewed: 11/4/2020 12:00:06 PM Signed: 11/4/2020 12:00:27 PM

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Jeff Chou Jeffrey.Chou@ssf.net Security Level: Email, Account Authentication (None)		Sent: 11/4/2020 12:00:33 PM
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Robert Hahn Robert.Hahn@ssf.net Security Level: Email, Account Authentication (None)		Sent: 11/4/2020 12:00:34 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/4/2020 12:00:06 PM
Signing Complete	Security Checked	11/4/2020 12:00:27 PM
Completed	Security Checked	11/4/2020 12:00:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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