April 28, 2020

REQUEST FOR STATEMENT OF QUALIFICATIONS

PROFESSIONAL CONSTRUCTION MANAGEMENT, INSPECTION SERVICES, AND MATERIAL TESTING FOR CITY OF BURLINGAME SANITARY SEWER, STORM WATER, AND POTABLE WATER SYSTEM IMPROVEMENTS

The City of Burlingame (“City”) is requesting a Statement of Qualifications (“SOQ”) for performance of the services listed herein.

GENERAL

The SOQ must be submitted to the Public Works Engineering Office, Attention: Mr. Kevin Okada, P.E., Senior Civil Engineer, City of Burlingame, 501 Primrose Road, Burlingame, CA 94010 by 4:00 p.m., June 1, 2020.

BACKGROUND AND EXISTING CONDITIONS

The City of Burlingame operates a Capital Improvement Program (“CIP”) for its sanitary sewer, storm water, and potable water systems. Some of the existing sanitary sewer, storm water, and potable water systems are more than 100 years old and have reached the end of their useful lives. The goals of the CIP improvements are to replace or rehabilitate the aging infrastructure, increase flow capacity of our sanitary sewer system, storm water, and improve circulation of our water system for City’s residents and businesses. The sanitary sewer CIP has a total annual expenditure of approximately $4,500,000. The storm water CIP has a total annual expenditure of approximately $2,000,000. The water CIP has a total annual expenditure of approximately $3,000,000. The purpose of this SOQ is to shortlist qualified engineering and construction management firms to perform professional construction management and inspection services for the next three (3) years of upcoming sanitary sewer, storm water, and/or potable water improvement projects.

Sanitary Sewer CIP projects may include the following:

- Replacement of existing sanitary sewer mains and laterals located in roadways, in public utility easements, in alleys at rear of private properties, and in private properties. In certain locations, private structures may be located next to or above existing mains;
- Rehabilitation and/or upsizing of gravity mains, force mains, laterals, sanitary sewer manholes, and other structures;
• Rehabilitation of existing sanitary sewer main and laterals by conventional open trench and trenchless methods such as, but not limited, to cured-in-place pipe lining, horizontal directional drilling, jack and bore, and pipe bursting;
• Rehabilitation/replacement of sanitary sewer pump stations, including experience and testing of mechanical, structural, electrical, instrumentation, and other pump station expertise;
• Abandonment of existing mains and manholes; and
• Related general site work and surface restoration.

Storm Water CIP projects may include the following:
• Replacement, rehabilitation, and/or upsizing of existing storm water mains, culverts, inlets, manholes, outfalls, and other structures, located in roadways, in public utility easements, creeks, open concrete channels, and in alleys at rear of private properties;
• Replacement of curb ramps, sidewalks, curb/gutter, as they relate to storm water improvements;
• Repairing storm water culverts under the roadway in confined spaces;
• Related general site work and surface restoration.

Potable Water CIP projects may include the following:
• Upsize and new water main installation by conventional open trench and trenchless methods;
• New services, meters, and service connections;
• New fire system and connections to existing private fire systems;
• Tie-in of new mains, services, and fire assemblies to and abandonment of existing mains;
• Pressure test and chlorinate newly installed water system; and
• Related general site work and surface restoration.

All work shall be designed and constructed in accordance with City specifications, Caltrans Standard Specifications, American National Standards Institute, American Water Works Association, and other related regulatory agencies.

SCOPE OF WORK

The City is requesting SOQ from qualified engineering and construction management firms to perform professional construction management and inspection services for the project. The services include, but not limited to:

Pre-Construction
• Review and become familiar with project contract documents;
• Identify construction constraints and mitigation measures;
• Develop lines of communication and tools of communication among team members and other agencies that are relevant for project progress;
• Identify safety issues for traffic delineation, pedestrian convenience and safety, and work area safety for review at contractor pre-construction meeting;
• Set up 24-hour information and emergency phone number;
• Coordinate and chair pre-construction meeting with contractor and subcontractors, other consultants and all affected City departments;
• Prepare and distribute pre-construction meeting minutes to attendees after meeting;
• Develop and monitor public notification program;
• Coordinate with design consultant, City Engineering and Corporation Yard staff on submittal reviews.

**Construction Management, Inspection, Material Testing**

• Provide Public Relations services for duration of project;

• Perform full-time construction inspection, observation, and documentation, including Certificates of Compliance of all materials received and their placement, and other related services. Submit weekly, all pertinent correspondence and documentation to City;

• Provide material testing services and coordinate with the Contractor for testing of required materials including compaction, soil analysis, and strength testing. Consultant will review testing results and submit to City;

• Coordinate with City Corporation Yard staff for inspection of materials received, operation of City valves, and construction issues;

• Coordinate construction staking with the contractor, in-house surveying crew, or contract surveyors;

• Provide daily and weekly reports, including description of work completed to date; subcontractors on site; number and type of workers, labor hours, and equipment used; weather and visitors to site; any dispute, claims, or problems encountered along with their resolution; QA/QC implementation actually conducted; any laboratory verifications and testing results; and any regulatory or permitting agency interaction;

• Provide photos and video of pre-construction conditions of work limits, photos of work in progress including at a minimum 36 digital copies every two weeks during construction;

• Coordinate construction with City Corporation Yard, PG&E, AT&T, Caltrans, utility companies, City of San Mateo, and regulatory or permitting agencies to resolve any conflicts or issues;

• Review and manage submittals of materials, and shop drawings;

• Coordinate on-site or office contractor meetings;

• Coordinate final walk through, and prepare punch list and final pay estimates to verify completion of all work;

• Monitor and coordinate project schedule;

• Prepare and process Requests for Information from contractor;

• Review certified payrolls for consistency with daily inspection reports.

• Prepare Progress Payments and Change Orders using the City of Burlingame forms;

• Review and perform analysis of Change Order requests from contractor. Perform Change Order negotiations and prepare report for City approval;

• Manage project files;

• Recommend acceptance of project for council approval;

• Provide a final report to include documentation of work completed during all phases of the project. The final report shall include the following:

  i. An Appendix containing the details of all laboratory testing and results including any Certificates of Compliance.
ii. Coordinate preparation of record drawings or as-builts from set of marked up plans (Design engineer has original AutoCAD plans and will prepare changes from marked-up set provided by construction manager/inspector).

PROJECT SCHEDULE AND CONSULTANT SELECTION

Statement of Qualifications Due ........................................June 1st, 2020
Select Consultants and Compile List ................................. June 15th, 2020
Interview (if necessary) .................................................. Week of July 6th, 2020

Statement of Qualifications Requirements

The SOQ should include the following components. The suggested maximum number of pages for the SOQ is 10 pages, plus résumés. It is not expected nor desired that the Consultant will submit SOQs containing the maximum number of pages.

- Cover letter
- Statement of Qualifications:
  - Summary of firm information.
  - Information regarding consultant team’s experience on similar projects performed within the last five years. A detailed information on the team members role, experience, qualifications, licenses, and responsibilities should be described in the SOQ.
  - Personnel working on City’s projects shall either possess a California Professional Civil Engineering license or work under the direction of a Professional Civil Engineer.
  - References for each example project. Please list a minimum of five relevant projects, for sewer and for water, that were performed within the past five years.
- Project Approach – Provide your approach to construction management and inspection services.
- Graphics or exhibits – Optional
- Material Testing Firm(s)
- Resumes of proposed key team members.
- Statement that the firm complies with current prevailing wage guidelines set forth by the California Department of Industrial Relations for construction labor services.

Contract Agreement

The consulting firm shall state in the SOQ its willingness to accept the terms and conditions in the City’s standard Professional Service Agreement for contract services, see enclosed.

Insurance Requirements

The selected Consultant will be required to furnish evidence of insurance, as specified in the Contract Agreement, in the amounts as listed below.

- Professional Liability ................. $2,000,000 each and aggregate
- General Liability ......................... $1,000,000 each occurrence/$2,000,000 aggregate
- Automobile Liability ................. $1,000,000
- Worker’s Compensation per State Law
Consultant Selection Process

From the SOQs submitted, the City will develop a list of the qualified consultants. The City will directly request proposals from one of the consultants on the qualified list most suitable for each project without undergoing a request for proposal process. The list of qualified consultants will remain on file for a duration of three (3) years.

Criteria of a qualified consultant will be based on the following:

   a) Firm’s understanding of the City of Burlingame’s needs;
   b) Firm’s experience in similar projects in the past five years;
   c) Past performance on similar projects and quality of the work.

Submit one (1) hard copy and one (1) digital copy of the SOQ to:

   Kevin Okada, P.E.
   Senior Civil Engineer
   City of Burlingame
   501 Primrose Road
   Burlingame, CA 94010

For questions and additional information about this SOQ, contact me or Lisha Mai at (650) 558-7230.

Sincerely,

   Kevin Okada, P.E.
   Senior Civil Engineer

Enclosed: Professional Service Agreement (Sample)
AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT,
INSPECTION AND MATERIAL TESTING SERVICES
WITH [CONSULTANT NAME]
[PROJECT NAME]

CITY PROJECT NO. XXXXXX

THIS AGREEMENT is entered into this ___________ day of ____________, 2019,
by and between the City of Burlingame, State of California, herein called the "City", and
Consultant Name engaged in providing PROFESSIONAL Type of Engineering
services herein called the "Consultant".

RECITALS

A. The City is considering conducting activities for consultant engineering services
   for construction management and inspection services for the [PROJECT NAME],
   City Project No. [XXXXX].

B. The City desires to engage a professional engineering consultant to provide [type
   of engineering service] services because of Consultant’s experience and
   qualifications to perform the desired work, described in Exhibit A.

C. The Consultant represents and affirms that it is qualified and willing to perform the
   desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. The Consultant shall provide professional engineering
   services such as [SUMMARY OF WORK], and as detailed in “Scope of Services”
   of the attached Exhibit A of this agreement.

2. Time of Performance. The services of the Consultant are to commence upon
   the execution of this Agreement with completion of all work by [ENTER
   SPECIFIC EXPIRATION DATE, do not just reference exhibit A].

3. Compliance with Laws. The Consultant shall comply with all applicable laws,
   codes, ordinances, and regulations of governing federal, state and local laws.
   Consultant represents and warrants to City that it has all licenses, permits,
qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.

4. **Sole Responsibility.** Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

5. **Information/Report Handling.** All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

6. **Compensation.** Compensation for Consultant's professional services shall not exceed $XXX,XXX; and payment shall be based upon City approval of each task. Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

7. **Availability of Records.** Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.
8. **Project Manager.** The Project Manager for the Consultant for the work under this Agreement shall be [NAME AND TITLE OF CONSULTANT PM].

9. **Assignability and Subcontracting.** The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.

10. **Notices.** Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

    To City: [PROJECT MANAGER]
    City of Burlingame
    501 Primrose Road
    Burlingame, CA 94010

    To Consultant: [CONSULTANT PROJECT MANAGER, TITLE
    NAME OF CONSULTING FIRM
    STREET ADDRESS, SUITE NO
    CITY, STATE, ZIP]
    
    or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. **Independent Contractor.** It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

    Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant’s negligent performance or wrongdoing.
12. **Conflict of Interest.** Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City’s sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City’s sole discretion, sever any such employment relationship.

13. **Equal Employment Opportunity.** Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

14. **Insurance.**

   A. **Minimum Scope of Insurance:**

      i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.

      ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her
and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars ($2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.

F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision
shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

17. **Governing Law.** This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.

18. **Termination of Agreement.** The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

19. **Amendment.** No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.

20. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).