

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE CITY OF SAN MATEO AND  
BKF ENGINEERS, INC. FOR  
Basin D Sanitary Sewer Rehabilitation Project  
(\$500,000 Original Amount) \$167,100 (Added to Original Amount)**

WHEREAS, the City of San Mateo ("CITY"), a municipal corporation of the State of California, and BKF Engineers, Inc. ("CONSULTANT"), entered into an Agreement for on-call engineering service ("Agreement") on May 23<sup>rd</sup>, 2017; and

WHEREAS, CITY and CONSULTANT wish to amend the Agreement to increase the scope and compensation of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The scope of work of the agreement is amended to include Exhibits A and B of this amendment, attached and incorporated by reference.
2. Total compensation to CONSULTANT for the amended Agreement is not to exceed a total of \$667,100
3. Requests for payment shall be itemized and correspond to items of work described in Exhibits A and B and shall be based on the rates and schedule set forth in Exhibit C, which replaces Rate Schedule (2017).
4. The remaining terms of the Agreement remain in full force and effect.

CITY OF SAN MATEO

BKF Engineers, Inc.

\_\_\_\_\_  
Brad B. Underwood  
Public Works Director

\_\_\_\_\_  
Brian Scott  
Principal/Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Caio Arellano, City Attorney

\_\_\_\_\_  
Roland Haga  
Vice President

Date: \_\_\_\_\_

# Exhibit A

## ON-CALL SANITARY SEWER MAINTENANCE REHABILITATION DESIGN SERVICES TASK ORDER NO.3 -

### SANITARY SEWER CCTV INSPECTION

This Task Order is in accordance with the AGREEMENT, dated May 23, 2017, between CITY of San Mateo ("CITY") and BKF Engineers ("CONSULTANT"), except as modified herein. This Task Order shall be for CCTV inspection for the areas in Basin C, Basin D and El Camino Real.

#### I. SCOPE OF WORK

##### Task 1-Project Management

###### Task 1.1-Meetings and Workshops

CONSULTANT shall prepare and submit to the CITY an agenda and meeting minutes for each formal meeting or workshop, and hold progress and project coordination meetings as necessary.

###### Task 1.2-Work Breakdown Structure (WBS)

CONSULTANT shall prepare and submit a project work breakdown structure (WBS), which includes a matrix indicating the budget amounts and man-hours for each task. The WBS shall be reviewed for acceptance by the CITY. The approved WBS shall form the basis for reporting the status of each task in the monthly progress report and project invoice.

###### Task 1.3-Quality Control

CONSULTANT shall develop a Quality Assurance/Quality Control (QA/QC) Plan for implementation of the Scope of Work. The CONSULTANT's QA/QC Plan will be reviewed and approved by the CITY Project Manager and will include or reference all the controls necessary for implementation. QA/QC Plans shall include detailed requirements for providing the required integrity for all field work. Each submittal shall be accompanied by a written certification, signed by the CONSULTANT Project Manager and the responsible individual from the applicable subconsultant, stating that all QA/QC procedures have been complied with for the information or submittal being delivered to the CITY.

Submittals that do not include the written certification of compliance or that contain gross deficiencies or errors requiring a significant amount of the CITY staff time for checking will be returned without review until the CITY is satisfied that a thorough CONSULTANT review, compliance with standards, checking and correction for coherence, consistency, spelling, etc., has been performed.

###### Task 1.4-Progress Schedule

CONSULTANT shall prepare a cost loaded project schedule in significant detail to calculate a monthly earned value of work performed. The selection of tasks and task durations shall be approved by the CITY.

CONSULTANT shall prepare a planned value curve for the Project. Prior to invoice submittal, the CONSULTANT shall evaluate the percent complete for each activity worked on during the billing period. CONSULTANT shall calculate the earned value for the month. The earned value shall be compared to the planned value and the actual invoice value for the month. CONSULTANT shall justify any requests for budgets over the planned value and explain how the overall budget shall be met over the life of the project.

### **Task 1.5–Progress Reports**

CONSULTANT shall prepare and submit monthly progress reports that include a narrative of the work completed by task, project action item log upcoming work, project issues, budget and schedule status, percent complete, cost to complete, earned value versus actual spent analysis, potential scope or budget changes, and other important project information. The monthly progress report shall be submitted with the project invoice as part of the monthly request for payment.

### **Task 1.6- Project Invoices**

CONSULTANT shall prepare and submit monthly invoices in accordance with Program standards. The invoices shall document the man-hours and billing rates for staff for each task in the WBS, as well as overhead, profit and any direct costs. The current and previous billing period invoicing, as well as a summary of the budget spent, budget remaining, cost to complete, and all backup documentation for expenses shall be included. The monthly progress report and project schedule shall be submitted with the project invoice as part of the monthly request for payment.

### **Task 1.7- Management of Sub-consultants**

CONSULTANT shall manage the activities of subconsultants during performance of the project. All requirements of the contract shall also apply to subconsultants, should they be needed.

### **Task 1.8-Agency Coordination**

CONSULTANT shall assist the CITY in coordinating the project with various local/county, state/regional, and federal agencies. This task includes attending meetings, as needed, with applicable agencies, providing meeting minutes, and providing project information and exhibits to the agencies.

#### ***Deliverables:***

- Meeting agenda and meeting minutes for kickoff meeting, workshops and project coordination meetings
- QA/QC Plan
- Work Breakdown Structure (WBS)
- Schedule updates and revisions as needed
- Monthly invoices with progress reports

### **Task 2- Hydro-clean and CCTV Inspection**

CONSULTANT shall hydro-clean and CCTV the designated areas required to be inspected in Basin C, Basin D and El Camino.

The CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations.

CONSULTANT and CCTV inspection crew shall comply with the Program health and safety requirements.

CONSULTANT and CCTV inspection crew shall hydro-clean sewer systems by removing grit, loose solids, grease and any debris that are present. Cleaning shall be completed within 72 hours and no less than one hour prior to inspection to reduce impact of natural flows. CONSULTANT shall trap all debris and properly dispose and haul away debris during cleaning process.

CONSULTANT shall conduct thorough CCTV inspection at all locations required to be inspected. The CCTV shall document the existing conditions of sewer systems. The inspection shall note all defects and obstructions that are in the areas of interest.

CONSULTANT shall be responsible for obtaining all permits and access agreements to perform the inspection, and providing any necessary traffic control, including warning traffic lights, traffic cones and other necessary measures.

#### **Task 2.1-CCTV Inspection**

The CCTV inspection footage shall include video recording, digital photographs to capture clear and focused views of the pipe conditions. All defects and significant observations shall include a text overlay of the recorded observation. All photographs shall be named consisting of the following descriptions: "from MH No. xx", "to MH No. xx", and the defect stationing along the pipe. A minimum of two (2) photographs of each defect shall be taken, one with a perspective view and one with a close-up view. During the CCTV inspection, the video shall show in the following information:

Line 1: City

Line 2: Street/ Start Manhole Number/ Direction of Inspection/ End Manhole

Number Line 3: Pipe Material/ Pipe Size

Line 4: Inspection Time/ Date/ Running Total

#### **Special Conditions:**

In the scenario of excessive depth of flows:

- Maximum depth of flow for CCTV inspections shall be 25 percent of the pipe diameter. If the depth of flow is greater, then the CCTV inspection shall be performed during the low flow periods between the hours of 10:00 p.m. to 6:00 a.m.
- CONSULTANT shall pay special attention to all local jurisdiction rules and regulations, especially regarding activities during off-peak hours.
- If the flow is still above 25 percent on the return trip, CONSULTANT can use a flow-controlling mechanism (i.e. flow reducer) to control the flow and proceed with the inspection.
- CONSULTANT shall include the original inspection in the final submittal even with high flow conditions.

#### **Task 2.2-CCTV Inspection Report**

The report shall include detailed narrative of inspection results, pictures, exhibits, and tables to document existing conditions of all pipes inspected. The Summary table of all pipeline segments inspected in the following format:

Column 1: Date of Inspection

Column 2: Start Manhole Number

Column 3: End Manhole Number  
 Column 4: Total Pipe Length  
 Column 5: Televised Pipe Length  
 Column 6: Quick Maintenance Rating (per PACP)  
 Column 7: Quick Structure Rating (per PACP)

***Deliverables:***

- A hard drive containing the database, video, and photo files.
- CCTV inspection report in PDF and 1 printed copy.

**II. SCHEDULE**

The schedule is as follows:

	Date of Completion
Notice to Proceed:	April 6, 2018
Submit CCTV Footage and Report:	June 8, 2018

**III. COMPENSATION AND BUDGET**

The not-to-exceed budget for this task order only is \$171,600.00, with compensation to be made on a time-and-materials basis in accordance with the Agreement.

**IV. CONDITIONS OF WORK AUTHORIZATION**

All work performed under this Work Authorization shall be in accordance with the terms and conditions of the AGREEMENT between CITY and CONSULTANT dated May 23, 2017, except as modified herein.

## Exhibit B



November 15, 2018  
BKF No. 20170018-13

Deanie Ding  
City of San Mateo  
330 West 20th Avenue  
San Mateo, CA 94403

*Transmitted Via Email*

**Subject:** San Mateo Basin D Sanitary Sewer Rehabilitation  
Services during Construction Proposal

Dear Ms. Ding:

BKF Engineers welcomes the opportunity to submit this proposal for Phase 3 for the San Mateo Basin D Sanitary Sewer Rehabilitation project which includes the Bidding and Construction Phase Services. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

### **I. SCOPE OF WORK**

#### **Task 1 – Project Management**

##### **Task 1.1 – Meetings and Workshops**

CONSULTANT shall prepare and submit to the CITY an agenda and meeting minutes for each formal meeting or workshop, and hold progress and project coordination biweekly conference calls as necessary. For budgeting purposes four (4) meetings and four (4) workshops are assumed.

##### **Task 1.2 – Quality Control**

CONSULTANT shall implement proper Quality Assurance/Quality Control (QA/QC) procedures. The CONSULTANT's QA/QC Plan will be reviewed and approved by the Program Project Manager and will include or reference all the controls necessary for implementation. QA/QC Plans shall include detailed requirements for providing the required integrity for all scoped tasks. Each submittal, or partial submittal shall be accompanied by a written certification, signed by the CONSULTANT Project Manager and the responsible individual from the applicable subconsultant, stating that all QA/QC procedures have been complied with for the information or submittal being delivered to the CITY.

Submittals that do not include the written certification of compliance or that contain gross deficiencies or errors requiring a significant amount of the CITY staff time for checking will be returned without review until the CITY is satisfied that a thorough CONSULTANT review, compliance with standards, checking and correction for coherence, consistency, spelling, etc., has been performed.

##### **Task 1.3 – Project Invoices**

CONSULTANT shall prepare and submit monthly invoices with progress reports in accordance with Program standards. The invoices shall document the man-hours and billing rates for staff for each task in

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the WBS, as well as overhead, profit and any direct costs. The current and previous billing period invoicing, as well as a summary of the budget spent, budget remaining, cost to complete, and all backup documentation for expenses shall be included. The monthly progress report and project schedule shall be submitted with the project invoice as part of the monthly request for payment.

#### Task 1.4 – Agency Coordination

CONSULTANT shall assist the CITY in coordinating the project with local/county, state/regional, and federal agencies. This task includes attending meetings, as needed, with applicable agencies, providing meeting minutes, and providing project information and exhibits to the agencies. For budgeting purposes 24 hours is assumed for this task.

##### ***Deliverables:***

- Meeting agenda and meeting minutes for kickoff meeting, workshops and project coordination meetings
- QA/QC Implementation Procedure
- Monthly invoices with progress reports

#### Task 2 – Bid Phase Services

During the bidding phase of the project, CONSULTANT may be requested to assist in the bidding process. Services include:

- **Pre-Bid Conference and Job Walk** - CONSULTANT will lead the prebid conference and job walk. CONSULTANT will prepare for and attend the Pre-bid conference and answer questions that may arise and provide clarifications. Work includes assisting the City with preparing the meeting agenda and preparing the meeting notes and action item list.
- **Respond to Contractors' Questions** - CONSULTANT will assist the CITY in responding to contractors' questions and requests for clarification of the design and/or Construction Documents by providing draft responses to bid questions.
- **Prepare Addenda Plans and Specifications** - CONSULTANT will prepare up to eight (8) addenda, if needed, to clarify or revise the contract document.
- **Bid Review** - CONSULTANT will review the bids and assist in the City in selecting the responsive bidder.
- **Conformed Contract Documents** - CONSULTANT will prepare and issue the conformed construction contract documents incorporating any issued addenda.

##### ***Deliverables:***

- Pre-Bid Conference meeting agenda
- Pre-Bid Conference meeting notes and action item list
- Addendum(s) and clarifications as necessary.
- Conformed Contract Documents

#### Task 3 – Design Services during Construction

Typical CONSULTANT responsibilities during construction include the following:

- **Meetings** - CONSULTANT will prepare for and attend the pre-construction meeting and up to twelve (12) construction progress meetings. Program CM will lead the preconstruction meeting.

- **RFI and RFC Review** - CONSULTANT will review of up to fifty (50) Requests for Information (RFI)/Requests for Clarification (RFC) and provide clarifications, as required, of construction documents, assuming each RFI or RFC will only take 2 hours.
- **Submittal Review** - CONSULTANT will review up to twenty eight (28) technical submittals for contract document conformance
- **Field Visits** - CONSULTANT will, at the CITY/RPR's direction, conduct field visits at appropriate stages and write up findings (field visit report) during the field visits. For budgeting purposes, ten (10) field visits are assumed.
- **Progress Payment Applications** – CONSULTANT will assist in confirming Contractor progress payment applications, when requested.
- **Change Orders Evaluation** - CONSULTANT will evaluate and respond to up to five (5) contract change orders requests or claims for additional compensation pertaining to design elements that may arise.
- **Project Closeout Support** - BKF will participate in the final inspection and preparation of the final punch list of deficiencies.
- **Record Drawings** - BKF will prepare the digital record drawings using the Contractor's redline and including the design changes based on change orders and change site conditions encountered. This task is optional.

***Deliverables:***

- Response to RFIs and RFCs as word or pdf files
- Submittal reviews as word or pdf files
- Field visits reports as word or pdf files
- Progress Payment Confirmations as Excel or pdf files
- Change order reviews, including modifications to plans or specifications as word or pdf files
- Final Punch List as Excel or pdf files
- Record Drawings in digital format on a CD and three (3) sets of hard copy (22" x 34" full size Drawings)

## **II. SCHEDULE**

The schedule is as follows:

<b>Item</b>	<b>Start Date</b>	<b>Date of Completion</b>
Notice to Proceed	January 2019	January 2019
Bid Phase Services	April 2019	April 2019
Construction Phase Services	May 2019	December 2019

## **III. COMPENSATION**

The not-to-exceed budget for this task order only is **\$78,500**, with compensation to be made on a time- and-materials basis in accordance with the Agreement.

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Project Management	\$17,672
2	Bid Phase Services	\$13,278
3	Design Services During Construction	\$45,098
Total Labor Fee		\$76,048
Reimbursables		\$2,452
<b>Total</b>		<b>\$78,500</b>



## San Mateo Basin D Sanitary Sewer Design Services During Construction Staff Person-Hour Breakdown

Task	Brian Scott	<u>Yousra Tilden</u>	Ramon <u>Muro</u> Alvarez	PE I	Total Hours	Total Dollars
	Rate (\$/hr)	\$203	\$140	\$110	\$76	
<b>1 PROJECT MANAGEMENT</b>						
1.1 Meeting and Workshops		24			24	\$3,360
1.2 Quality Control	24	10			34	\$6,272
1.3 Projects Invoices		36			36	\$5,040
1.4 Agency Coordination		12	12		24	\$3,000
Subtotal - Task 1	24	82	12	0	118	\$17,672
<b>2 BID PHASE SERVICES</b>						
2.1 Pre-Bid Conference and Job Walk		8		8	16	\$1,728
2.2 Respond to Contractors' Questions	2	8	8		18	\$2,406
2.3 Prepare Addenda Plans and Specifications	4	16		16	36	\$4,268
2.4 Bid Review	2	8		8	18	\$2,134
2.5 Conformed Contract Documents	2	8		16	26	\$2,742
Subtotal - Task 2	10	48	8	48	114	\$13,278
<b>3 DESIGN SERVICES DURING CONSTRUCTION</b>						
3.1 Meetings		26	8	8	42	\$5,128
3.2 RFI and RFC Review	8	30	40	30	108	\$12,504
3.3 Submittal Review	8	20	24	30	82	\$9,344
3.4 Field Visits		20		14	34	\$3,864
3.5 Progress Payment Applications	6	12			18	\$2,898
3.6 Change Orders Evaluation	4	8	16	16	44	\$4,908
3.7 Project Closeout Support		8		8	16	\$1,728
3.8 Record Drawings (optional)	4	12	12	12	40	\$4,724
Subtotal - Task 3	30	136	100	118	384	\$45,098
<b>Reimbursables</b>						
Subtotal <u>Reimbursables</u> (\$)						\$2,452
<b>Totals</b>						
Total Hours	64	266	120	166	616	
Total Dollars (\$)	\$12,992	\$37,240	\$13,200	\$12,616		<b>\$78,500</b>

# Exhibit C

## PROFESSIONAL PERSONNEL SERVICE FEES JANUARY 1, 2019 - DECEMBER 31, 2019

	Raw Labor Cost <sup>1</sup>	Raw Labor Cost with 1% Escalation <sup>2</sup>	Fringe Benefits		Overhead % of Direct Wages <sup>4</sup>	Subtotal	Profit 10%	Total	Escalation 0% 2018 Rates	Escalation 3% 2019 Rates
			67% of Direct Wages <sup>3</sup>	67%						
PERSONNEL										
Brian Scott	\$98.28	\$98.28	\$65.85	\$14.74	\$178.87	\$17.89	\$197	\$197	\$203	
Yousra Tilden	\$71.66	\$71.66	\$48.01	\$10.75	\$130.42	\$5.88	\$136	\$136	\$140	
Sravan Paladugu	\$56.00	\$56.00	\$37.52	\$8.40	\$101.92	\$4.59	\$107	\$107	\$110	
Yousef Moradzadeh	\$64.00	\$64.00	\$42.88	\$9.60	\$116.48	\$5.25	\$122	\$122	\$125	
Ramon Muro	\$56.00	\$56.00	\$37.52	\$8.40	\$101.92	\$4.59	\$107	\$107	\$110	
Jason Mansfield	\$71.66	\$71.66	\$48.01	\$10.75	\$130.42	\$5.88	\$136	\$136	\$140	
PE II	\$47.50	\$47.50	\$31.83	\$7.13	\$86.45	\$3.90	\$90	\$90	\$93	
PE I	\$39.00	\$39.00	\$26.13	\$5.85	\$70.98	\$3.20	\$74	\$74	\$76	
Charlie Reed	\$26.07	\$26.07	\$17.47	\$3.91	\$47.45	\$2.14	\$50	\$50	\$51	

1 Current raw labor rates.

2 If a contract starts within one (1) quarter from when the Consultant would normally increase their employee rates, an increase up to 1 % is allowed for all staff working in the first year, to begin at the starting date of the contract, and will be frozen until the anniversary of the contract. This will cover anticipated first year salary increases. Thereafter, an average maximum 3% increase for all staff working on the project from year 1 will apply.

3 Fringe benefits include: payroll taxes; health and life insurance; health savings accounts; automobile allowance; and workers' compensation.

4 General overhead includes: indirect labor; employee morale, health and welfare; retirement plans; rent and utilities; travel, hotel, meals and other employee expense; equipment rental, repair and maintenance; professional liability and general insurance; provision for income taxes; recruitment costs; pre-contract costs (business development); education, seminars, dues, registration and fees; office supplies and expense; business, property and other taxes; depreciation; legal; auto expense - gas, repair, registration, parking, accounting and business consultancy; postage and delivery; and bank charges.