

IV. Field Inspector Qualifications

- A. The Electrical/Fiber Optic Field Inspector assigned to work on CPAU's Projects shall have a minimum of 10 years' experience working for an Investor Owned Electric Utility and/or a Municipal Public Utility in the areas of overhead and underground construction, maintenance, and inspection with an in-depth knowledge of CPUC General Orders 95, 128, & 168. The Field Inspector shall have the ability to make sound decisions and to communicate with others and to assimilate and understand information in a manner consistent with the essential job functions. The Consultant's personnel shall maintain the physical condition appropriate to the performance of the assigned duties which may include, but not limited to walking or standing for extended periods of time.

- B. The Water, Gas, or Wastewater Field Inspector assigned to work on CPAU's Projects shall have a minimum of 10 years' experience working for an Investor Owned Utility and/or a Municipal Public Utility in the areas of distribution or transmission of water, natural gas, or wastewater systems. The Field Inspector must have a thorough understanding of underground construction practices as they relate to the installation, rehabilitation, maintenance and inspection of water, gas, and wastewater pipelines. The Field Inspector shall have the ability to make sound decisions and to communicate with others and to assimilate and understand information in a manner consistent with the essential job functions.

For natural gas pipeline projects, the Field Inspector must successfully pass all required Operator Qualification exams, administered by the City of Palo Alto. The Consultant's personnel shall maintain the physical condition appropriate to the performance of the assigned duties which may include walking or standing for extended periods of time.

- C. Personnel qualifications and staffing levels for City projects shall be subject to the approval of the City's assigned Project Engineer. It is expected that the Consultant provide experienced personnel corresponding to the Utility project inspection request based on the qualifications outlined above. The Project Engineer shall reserve the right to review the resume and interview any new proposed consultant personnel for City projects. References of inspection experience shall be available for all staff and may be requested at any time during the Contract.

V. Documentation and Deliverables

The Field Inspector shall maintain a daily journal/diary for each day the inspector performs work on the project. The contents of the diary shall consist of brief, accurate statements of progress and conditions encountered during the prosecution of the work. A construction daily report shall be produced by field inspector and given to the City's assigned Project Engineer on a daily basis and will become a part of the permanent project record. The Field Inspector shall record field conditions of the construction site in daily work reports, photos, and associated drawings on a weekly basis. The final as-built drawings must be reviewed and approved by the Project Engineer weekly.

Any safety violations and inspections infractions found are to be communicated to the City and Contractor in real time as they are discovered.

Once a week an electronic effort summary report (web-based or in MS Word or MS Excel format) shall be sent to the Project Engineer summarizing job highlights to the consultant's work hours, a general description of work performed, and any infractions found.

Consultant will submit a monthly **Budget Analysis Report** with each monthly invoice. These reports will be updated monthly and submitted to the City's designated Project Manager. The frequency of reporting and content of each report will be discussed in detail with City staff following contract award. The general content of the report is outlined as follows:

- Original Budget Amount
- Percent Complete
- Percent Expended
- Percent of Project Completed
- Amount Invoiced to Date
- Remaining Budget to Date
- Pertinent Comments
- Dates Performed

EXHIBIT "A-1"
PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.
Purchase Requisition No.

ISSUE DATE

- 1A. MASTER AGREEMENT NUMBER
- 1B. TASK ORDER NO.
- 2. CONSULTANT
- 3. PERIOD OF PERFORMANCE: START: _____ COMPLETION: _____
- 4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT \$ _____
- 5. BUDGET CODE: _____
COST CENTER _____ COST ELEMENT _____ WBS/CIP _____
PHASE _____
- 6. CITY _____ PROJECT _____ MANAGER'S
NAME/DEPARTMENT _____
- 7. DESCRIPTION OF SCOPE OF SERVICES
MUST INCLUDE:
 - WORK TO BE PERFORMED
 - SCHEDULE OF WORK
 - BASIS FOR PAYMENT & FEE SCHEDULE
 - DELIVERABLES
 - REIMBURSABLES (with "not to exceed" cost)
- 8. ATTACHMENTS: A: Scope of Services B: _____

I hereby authorize the performance of
the work described above in this Task Order.

I hereby acknowledge receipt and
acceptance
of this Task Order and warrant that I have
authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO
BY: _____
Name _____
Title _____
Date _____

APPROVED:
COMPANY NAME: _____
BY: _____
Name _____
Title _____
Date _____

EXHIBIT “B”
SCHEDULE OF PERFORMANCE

(NOT APPLICABLE for On-Call Services)

**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT “C-1”
SCHEDULE OF RATES**

Overhead Rate = 110.10%

Fixed Fee = 10%

Scope	Labor Categories	Base Hourly Rate	Extended Rate (Burdened Rate)
Task 1 – Field Inspection for Quality Control and Contract Compliance	Construction Inspector/ Assistant Resident Engineer	\$52.08 to \$63.35	\$120.36 to \$147.10
TOTAL NOT TO EXCEED, TASK 1			TBD¹
Task 2 – Construction Managers	Construction Manager/ Resident Engineer	\$67.00 to \$81.45	\$154.85 to 189.39
TOTAL NOT TO EXCEED, TASK 2			TBD²

Notes:

- (a) The number of hours for the various tasks cannot be estimated at this time for an on-call contract.
- (b) Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR’s wage determinations dated August 2019.
- (c) Hourly rates are fully-burdened rates and no travel time will be billed by staff for daily travel to the project site.

1 The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement.

2 The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement.

EXHIBIT "D" INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"
 - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

EXHIBIT “E”
DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

This Exhibit shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONSULTANT without proof that CONSULTANT and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONSULTANT and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONSULTANT of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONSULTANT and its listed subcontractors that CONSULTANT is required to post all job site notices prescribed by law or regulation and CONSULTANT is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONSULTANT and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, 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, respectively, CONSULTANT and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONSULTANT and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONSULTANT and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY’s request.

Certificate Of Completion

Envelope Id: 11F4E5A15DB8404CA4C3AE1682F03C02	Status: Completed
Subject: Please DocuSign: C20176888B Park Engineering - Final.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Terry Loo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Terry.Loo@CityofPaloAlto.org
	IP Address: 199.33.32.254

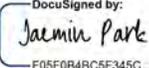
Record Tracking

Status: Original	Holder: Terry Loo	Location: DocuSign
1/15/2020 7:21:03 AM	Terry.Loo@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Jaemin Park
 jpark@park-eng.com
 President/CEO/CFO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 F05F0B4BC5F345C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.160.231.100

Timestamp

Sent: 1/15/2020 7:27:14 AM
 Viewed: 1/15/2020 8:21:28 AM
 Signed: 1/15/2020 8:22:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stephen Patterson
 spatterson@park-eng.com
 Vice President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 FABAB46F4CBB4BA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.160.231.100

Sent: 1/15/2020 8:22:05 AM
 Viewed: 1/15/2020 4:37:17 PM
 Signed: 1/15/2020 4:38:04 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Aaron Perkins
 Aaron.Perkins@CityofPaloAlto.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/15/2020 4:38:07 PM
 Viewed: 1/15/2020 4:44:31 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Tabatha Boatwright tabatha.boatwright@cityofpaloalto.org Administrative Associate III City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/15/2020 4:38:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/15/2020 4:38:08 PM
Certified Delivered	Security Checked	1/15/2020 4:38:08 PM
Signing Complete	Security Checked	1/15/2020 4:38:08 PM
Completed	Security Checked	1/15/2020 4:38:08 PM

Payment Events	Status	Timestamps
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