



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ALTOS HILLS
COUNTY FIRE DISTRICT AND FREYER & LAURETA, INC., FOR ON-CALL
ENGINEERING CONSULTANT SERVICES**

This Agreement (“Agreement”) is made this 16th day of June 2020, by and between the Los Altos Hill County Fire District (“District”) and Freyer & Laureta, Inc. (“F & L” or “Consultant”) jointly known as “Parties”.

RECITALS

The following recitals are a substantive part of this Agreement:

- A. District desires to retain the services of an on-call engineering consultant to assess, make recommendations, and act as a manager, when needed, with respect to the District’s hydrants, soils surrounding the hydrants, and infrastructure near the hydrants, including, for example, fire hydrant retaining walls; and
- B. District’s General Manager researched engineering consultant options for this work, and after confirmation from several references, the District’s General Manager spoke with Consultant and requested a proposal; and
- C. Consultant provided the District’s General Manager with the Proposal for On-Call Engineering Services dated June 9, 2020 attached hereto as Exhibit A; and
- D. Consultant is a consulting engineering firm that provides services which include, civil engineering, infrastructure engineering, and construction management, and has experience working with numerous public agencies;
- E. The District now desires enter into an agreement with Consultant to render certain professional services as set forth herein and described in the Proposal for On-Call Engineering Services dated June 9, 2020 and attached as Exhibit A to provide on-call services to the District for professional advice, opinions and recommendations with regard to the District’s hydrants, soils surrounding the District’s hydrants, and infrastructure near the hydrants, including, for example retaining walls.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT. Consultant shall provide on-call professional services to the District as specified in the Proposal for On-Call Engineering Services dated June 4, 2020, attached as Exhibit A (“Services”), which include providing the District with professional advice, opinions, recommendations, and management/oversight concerning the District’s hydrants, soils

surrounding the hydrants, and infrastructure near the hydrants, including, for example retaining walls. Consultant's Services shall be limited to those set forth in this Agreement. Consultant shall have no other obligations or responsibilities to District except as agreed to in writing. In no event shall Consultant be legally responsible to provide professional advice, opinions, recommendations, and management/oversight beyond the scope of that requested by District.

2. PERFORMANCE BY CONSULTANT.

- 2.1. Consultant Representatives. Jeffrey J. Tarantino, P.E., Vice President of F&L is F&L's representative ("Consultant Representative"). Consultant Representative shall be available to District at all reasonable times. F&L may appoint another person as Consultant Representative subject to prior written authorization from the District, for the purposes of carrying out this Agreement. Consultant Representative shall have authority to act on behalf of F&L for all purposes under this Agreement.
 - 2.2. Standard of Care; Licenses. F&L represents and maintains that it is skilled in the technical calling necessary to perform Services, duties and obligations required by this Agreement and to fully, timely, and adequately complete the Services. F&L shall perform the Services and duties in conformance to and consistent with the standards of professional skill and care generally recognized as being employed by professionals in the same discipline in the State of California under the same or similar circumstances F&L further represents and warrants to the District that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession. F&L further represents that it shall keep all such licenses and approvals in effect and in good standing during the term of this Agreement.
 - 2.3. Appearance at Hearings. If requested by District, Consultant shall render assistance at public hearings or other meetings related to the Services performed by Consultant or necessary to the performance of Services.
 - 2.4. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment and shall not discriminate against an employee or applicant for employment with Consultant on the basis of race, color, religion, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
3. DISTRICT REPRESENTATIVE. The District's President or its designee ("District Representative") shall have the authority to act on behalf of the District for all purposes under this Agreement. District shall provide written notice to Consultant of any change in the District Representative.
 4. TERM OF AGREEMENT. This Agreement shall be effective until December 31, 2020, unless terminated earlier as set forth in Paragraph 6 below.
 5. COMPENSATION. The Services performed by Consultant pursuant to this Agreement shall be compensated as set forth below:
 - 5.1. Payment Schedule. District shall compensate Consultant based on the hourly rates set forth in the Charge Rate Schedule attached in Exhibit A, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00). Prior to performing Services, Consultant shall present to the District Representative, in writing, an estimate of costs, based on the description of the particular Service requested by the District Representative and receive written approval. If,

prior to completion of the Services, Consultant determines that the cost of Services will exceed the estimated costs, Consultant shall immediately notify District Representative in writing. Consultant must receive prior written approval from District Representative if the cost of Services exceeds Ten Percent (10%) of the original cost estimate provided.

5.2. Payment. For all Services performed by Consultant under this Agreement, payment shall be made by District in accordance with Santa Clara County Payroll Department schedule upon submittal by District of invoice for services. Consultant shall submit invoices for Services to the District's General Manager on the 15th day of each month.

5.3. Invoices. All invoices shall be sent directly to the following address:

Los Altos Hills County Fire District
Attn: General Manager
P.O. Box 1766
Los Altos, CA 94023

5.4. Records of Expense. Consultant shall keep accurate records of work performed and expenses incurred. These records shall be made available to District upon request. Consultant shall keep all such records for at least four (4) years after the date of the services performed. Consultant understands that the Public Records Act may apply to documents created under this Agreement. This section shall survive the Termination of this Agreement.

5.5. Extra Work. Extra work beyond the scope of this Agreement may be authorized by approval of the District's Board of Commissioners or the District Representative or its designee, and if authorized in writing, shall be compensated based on prior written agreed upon amounts. However, no compensation for extra work shall be paid without prior written authorization.

6. TERMINATION.

6.1. Termination. Notwithstanding any other provision of this Agreement, the District may terminate this Agreement without cause at any time upon giving ten (10) days written notice to Consultant. In the event the Agreement is terminated, Consultant shall be paid for any Services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of Services by an itemized, written statement submitted to the District. The District's right of termination shall be in addition to all other remedies available under law to the District.

6.2. Effect of Termination. For purposes of this Agreement, Termination means either the expiration of the term of the Agreement or termination by the District as described in Paragraph 6.1 above. In the event of Termination, Consultant shall deliver to the District copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is in electronic form, Consultant, shall, in addition to providing a written copy of the information, also provide it immediately in electronic form to District. District shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above-described items to the District.

7. INDEMNIFICATION.

- 7.1. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, authorized representatives, authorized agents and authorized volunteers harmless from any and all suits, damages, costs (including but not limited to reasonable attorney's fees and costs of defense), fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant or Consultant's officers, assistants, subcontractors, employees or agents in connection with the performance of Consultant's services or this Agreement.
- 7.2. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, (Design Professionals) the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to the extent the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and in the event that liability results in a judgement where percentage of fault is identified, the Consultant's portion of the cost to defend shall not exceed the percentage of Consultant's fault identified in the judgment.
- 7.3. With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers harmless from any and all indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all Claims that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, assistants, subcontractors, employees or agents in connection with the performance of Consultant's services or this Agreement. The acceptance of said services and duties by District shall not operate as a waiver of such right of indemnification.
- 7.4. The District does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the District or the deposit with the District of any insurance policy or certificate required pursuant to this Agreement. These hold harmless and indemnification provisions shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 7.5. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, or authorized volunteers.
- 7.6. Consultant's obligations set forth in Paragraphs 7.1-7.5 shall survive Termination of the Agreement.

8. INSURANCE REQUIREMENTS. Consultant shall procure, maintain and provide appropriate types and amounts of insurance for the Services performed under this Agreement, as required

by District's Insurance Requirement, as set forth in Exhibit B, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Consultant, its agents, representatives, employees, contractors or subcontractors. Other than for workers' compensation and professional liability insurance, Consultant shall name the District as an additional indemnified party and an additional Insured. Consultant shall provide the District with documentation evidencing the above. This paragraph shall survive Termination of the Agreement.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the District, a wholly independent contractor and not an agent or employee of District. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the Parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise act on behalf of the District as an agent. Neither the District, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the District. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the District harmless from any and all taxes, assessments, penalties, and interest asserted against the District by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the District harmless from any failure of Consultant to comply with applicable worker's compensation laws. Consultant's Services and Work Product are intended solely for District's benefit and use on the subject projects. Except as agreed to in writing, nothing contained in this Agreement shall create a contractual relationship with, or a legal or equitable cause of action in favor of, any third party against either Consultant or District.
10. COMPLIANCE WITH LAW. Consultant shall comply with applicable laws, ordinances, codes, and regulations of federal, state, and local governments, relating to performance and provision of Services and including, but not limited to compliance with public bidding requirements and public contract requirements. Consultant may obtain and rely upon the advice of other professionals, government officials, and other qualified persons as to the intent and meaning of such laws, ordinances, codes, regulations, and requirements.
11. CONSULTANT'S BOOKS & 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, supplies, materials, or equipment provided to District for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Consultant shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow an authorized representative of District, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other such evidence or information they may require with respect to any expense or disbursement charged by the Consultant. Consultant shall allow inspection by District of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years

from the date of final payment under this Agreement. Consultant understands that the Public Records Act may apply to documents created under this Agreement and Consultant covenants and agrees to assist District in responding to Public Record Act Requests at no additional cost to District. Consultant agrees that the Consultant's covenants under this Section shall survive the Termination of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other materials developed, discovered, or received by Consultant ("Work Product") shall be and remain the property of District without restriction or limitation on their use. Consultant shall provide District with the originals (or copies, if no originals exist) of these items upon demand or upon Termination of this Agreement. Notwithstanding the forgoing, nothing in this Agreement shall preclude Consultant from utilizing concepts and designs similar to those utilized for the Services on other projects for other clients not associated with District, provided such other projects are not substantially identical to the Services and District understands and acknowledges that Consultant may use details and/or designs that are generally recognized as standard or of common usage in the industry on projects other than the Services even though they may be used for the Services.
13. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials described in Paragraph 12 (Ownership of Work Product), above, submitted to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such material be disclosed to any person or entity not connected with the performance of the Services, except where required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the Consultant to defend itself in or prosecute any Project-related dispute. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or becomes known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs in any magazine, trade paper, newspaper, television or radio production or other similar medium without District's prior written consent. This paragraph shall survive Termination of the Agreement.
14. PUBLICATION. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic artwork, which are prepared pursuant to this Agreement shall be released by Consultant to any other person or agency without prior written approval of District. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by District, unless otherwise provided by written agreement between the Parties.
15. CONFLICT OF INTEREST AND REPORTING. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with

which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the District.

16. NOTICES. All notices shall be in writing and delivered personally, or by U.S. mail, postage prepaid, via first class mail to the addresses listed below.

If to F&L: Freyer & Laureta, Inc.
144 North San Mateo Drive
San Mateo, CA 94401

If to District: General Manager
Los Altos Hills County Fire District
P.O. Box 1766
Los Altos Hills, CA 94023

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail.

17. NO ASSIGNMENT. The Parties agree that the experience of Consultant is a material consideration for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of District, and any attempt by Consultant hereunder, without the prior written consent of District, to do so shall be void and of no effect and a breach of this Agreement.
18. COOPERATION. In the event any claim or action is brought against the District relating to Consultant's performance or Services under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require. This paragraph shall survive Termination of the Agreement.
19. INTEGRATION. This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto with respect to the rendering of Services by Consultant for District and contains all the covenants and agreements between the Parties with respect to the rendering of such Services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only by mutual written agreement. If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.
20. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California. Venue shall be Santa Clara County Superior Court.
21. WAIVER. The waiver by either Party of any breach or violation of any provision of this Agreement by the other Party shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
22. SUCCESSORS. This Agreement is binding on successors, legal representatives, and assigns and shall not be assigned by Consultant without the prior written consent of the District.
23. DISPUTES; ATTORNEYS' FEES. In the event of any dispute between the Parties to this Agreement, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each party holding sufficient authority to resolve the dispute. If such dispute

cannot be resolved within fifteen (15) business days, the dispute shall be submitted to mediation as a condition precedent to initiating litigation or any other binding dispute resolution. In any legal action or proceeding brought for enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred, up to a maximum of \$50,000, in addition to any other relief to which the successfully may be entitled.

- 24. RIGHT TO USE OTHER CONSULTANTS. District reserves the right to use other consultants in connection with the Services set forth in this Agreement.
- 25. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Exhibits to this Agreement, the provisions within the Agreement shall prevail.
- 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. This Agreement may be executed by way of facsimile or electronic signature.
- 27. SEVERABILITY. If any part of this Agreement or any amendment or modification of this Agreement is found to be legally void or unenforceable by a court of law, the remainder of the Agreement will remain in full force and effect.
- 28. IN WITNESS WHERETO, the Parties hereto have executed this Agreement on the date and year shown below.

ATTEST:

LOS ALTOS HILLS COUNTY
FIRE DISTRICT

District Secretary

By: _____
Mark Warren
District President

FREYER & LAURETA, INC.

By: /S/
Jeffrey J. Tarantino, P.E.
Vice President

Attachments:

- Exhibit A- Proposal for On-Call Engineering Services dated June 9, 2020
- Exhibit B- Insurance Requirements



CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS

VIA ELECTRONIC MAIL – REVISED - June 9, 2020

Ms. J. Logan
 General Manager
 Los Altos Hills County Fire District
 P.O. Box 1766
 Los Altos, CA 94023

RE: Proposal for On-Call Engineering Services
 Los Altos Hills County Fire District, Los Altos Hills, California

Dear Ms. Logan,

Freyer & Laureta, Inc. (F&L) is pleased to present this proposal to the Los Altos Hills County Fire District (District) to provide on-call engineering services. F&L understands the District desires to engage an on-call engineering firm to assist with a variety of engineering, project management, and construction management tasks. F&L has prepared this proposal based on our June 4, 2020 telephone call.

The proposal is structured as follows:

- Project Understanding;
- Statement of Qualifications;
- Scope of Services;
- Compensation, and;
- Attachment A: Charge Rate Schedule.

F&L is available immediately to begin working with the District to support any short-term engineering needs. We understand the importance of being responsive when unanticipated needs come up and proactively communicating with the District to provide regular updates on progress. Over the past 20+ years, F&L has supported numerous public utilities in a wide range of roles that provides our team with the necessary skills to provide on-call engineering services for the District.

PROJECT UNDERSTANDING

The District was formed in 1939 and serves the residents of Los Altos Hills and unincorporated areas of Santa Clara County known as Loyola, Los Trancos, and San Antonio Hills. The District mission is to:

- Protect the lives, property and environment of our community from fires, natural disasters, and hazardous material incidents

San Francisco Office:
 150 Executive Park Blvd, Suite 4200
 San Francisco, CA 94134
 Tel: (415) 534-7070
www.freyerlaureta.com

San Mateo Office:
 144 North San Mateo Drive
 San Mateo, CA 94401
 Tel: (650) 344-9901

Oakland Office:
 825 Washington Street, Suite 237
 Oakland, CA 94127
 Tel: (510) 937-2310

- Save lives by providing emergency medical services
- Prevent fires through education and prevention programs
- Provide personal emergency preparedness programs
- Increase awareness of the training, staffing and apparatus equipment used to fight fires

As part of the District's mission to protect lives, property, and the environment, the District owns some fire hydrants and cooperates with the Purisima Hills Water District (PHWD) and the Los Altos Suburban District of the California Water Company (Cal Water). The District requires engineering support to fulfill its responsibility for hydrant replacement and repair when damaged in coordination with PHWD. Engineering support is required when there is an emergency repair or replacement of hydrant and any resulting damage to soil, soil erosion and environment caused by a vehicular crash or other incident that was a result of damage to the hydrants.

STATEMENT OF QUALIFICATIONS

Firm Information

F&L is an award-winning civil engineering, surveying, and construction management firm with offices in San Mateo, San Francisco, and Oakland. Founded in 1997, F&L focuses on planning, design, and construction management services for infrastructure improvements projects for municipalities and special districts. We will utilize our experience throughout the San Francisco Bay Area in order to provide the District with the necessary engineering services.

F&L's proposed project manager, Jeffrey Tarantino, P.E., is a principal with the firm and has extensive experience with the planning, design, and construction management of potable water infrastructure including main replacement, groundwater wells, treatment, water storage, and chemical treatment upgrade projects. It is Jeff's broad range of experience with all facets of projects that allows him to provide the necessary technical leadership to support the District. The F&L team's local experience and local presence will allow our team to provide the highest level of service and responsiveness we believe is required to serve the District

Key Staff

The key F&L staff are highlighted in the following paragraphs.

Jeffrey (Jeff) Tarantino, PE is our team's proposed principal-in-charge/project manager and will be the primary contact for the District. Jeff has over 21 years of experience with the management, planning, design, and construction of a variety of infrastructure projects including water main, potable water storage replacement projects, and water treatment chemical system upgrade projects. Jeff is the engineer of record for several potable water infrastructure improvement projects including main replacement, water storage, and water treatment projects. He also has significant experience providing program management services for public agency capital improvement projects with a focus on potable water.

Examples of Jeff's experience include:

Project 1: City of East Palo Alto Water System Project Management

The City of East Palo Alto is experiencing unprecedented residential and mixed-use development growth. In the summer of 2016, East Palo Alto was not able to approve planned developments because the city was not able to demonstrate through development of Water Supply Assessments in compliance with Senate Bill 610 that there was sufficient water supply to support the proposed developments. F&L, with Mr. Tarantino as the project manager, was hired in 2016 to provide project management oversight of several key water supply projects to increase the City's available water sources. The first project was the Gloria Way Water Well Treatment Project, which was in the final design stages. The new well and treatment system was key short-term and strategic component to allow the development of sufficient supply to meet the projected needs for the new developments. Under F&L's leadership, the well project design was completed, approved by the State Water Resources Control Board Division of Drinking Water, successfully bid, and completed with less than five-percent change orders. Not only did Mr. Tarantino provide the necessary technical oversight for final design review but he also served as the construction manager working closely with the contractor, City staff, and the public to deliver the desperately needed new water supply.

Mr. Tarantino continues to provide project management services including assisting the Director of Public Works to manage the water system contract operator, evaluate the condition of the existing distribution system, coordination with San Francisco Public Utilities Commission (SFPUC) to upgrade the existing turnouts, and manage the completion of the CEQA approval for a second well project referred to as the Pad D project. In addition, Mr. Tarantino is responsible for managing the Integrated Water Resources Management Plan (IWRMP) grant program that the City relied on to fund the design and construction of the Gloria Way Well project and the planning and design of the Pad D project. Mr. Tarantino assists City staff with preparation of staff reports, development of project budgets, and leads City Council presentations. F&L is currently preparing construction documents for a new 5,000 linear foot, 12-inch transmission main to meet the increasing demands.

Reference: Kamal Fallaha, P.E.
Director of Public Works
City of East Palo Alto
Phone: (650) 853-3117
Email: kfallaha@cityofepa.org

Project 2: City of Menlo Park Annual Water System Pipeline Replacement Project

F&L was selected in 2016 to provide on-call water main engineering design services. To date, F&L, under Mr. Tarantino's leadership, has prepared construction documents for the replacement of approximately 5,000 linear feet of existing water lines and associated

appurtenances primarily located within residential neighborhoods and adjacent to several schools. F&L's services have included field topographic surveys to capture public and private improvements, property boundaries, right of ways, driveway extents, utilities, and U.S.A. markings, hydraulic analysis to validate the required capacity of the new replacement water main, and complete existing utility potholing to validate the proposed horizontal and vertical alignment.

F&L also supported the City of Menlo Park's coordination with DDW to receive approved variances where potable water main minimum separation from non-potable pipelines required by California Code of Regulations (CCR) Title 22. F&L completed alignment studies, developed site specific construction details, and developed the variance application compliant with CCR Title 22 Section 64551.100 for the City's use to successfully secure DDW approval. F&L also assisted with securing encroachment permits from CalTrans for portions of the project. F&L prepared construction documents including general conditions and technical specifications. We were also responsible for developing an itemized estimate of bid quantities and opinion of probable construction cost. We also provided engineering services during construction including response to RFI's, submittal reviews, and evaluation of change order requests.

Reference: Fariborz Heydari, P.E.
Senior Civil Engineer
City of Menlo Park
Phone: (650) 330-6773
Email: faheydari@menlopark.org

Project 3: University of California, San Francisco Master Civil Engineer

F&L serves as the Master Civil Engineer for the University of California, San Francisco's (UCSF's) multiple campus located throughout San Francisco. As Master Civil Engineer, F&L assists UCSF with a wide range of projects including utility replacement and new utility improvement projects. F&L is required to coordinate with multiple UCSF departments, develop technical specifications and drawings, prepare opinions of probable cost, coordinate with numerous regulatory agencies to secure project approval, and provide engineering services during construction. In addition to the engineering design services, we have supported Long Range Development Plan for UCSF that established the 20-year UCSF wide development plan including approval of the programmatic Environmental Impact Report (EIR) to support UCSF's continued growth and improve long-term facilities resiliency.

A key example utility project where F&L was the lead engineer is 2nd Parcel Infrastructure Improvements project, which completed 10 acres of infrastructure for UCSF's Mission Bay Campus. The utility improvements for the project included 5,000 linear feet of potable water and 1,500 linear feet of recycled water pipeline. The new infrastructure was necessary to support the childcare center, the future development of residential housing, the new campus police station, and to add redundancy to the Campus fire water system. The project challenges included excavation within Bay Muds and elevated groundwater, which required special

excavation and backfill requirements. Construction occurred adjacent to active areas of the Mission Bay campus including the active childcare center and UCSF shuttle bus facility.

F&L was responsible for preparing technical specifications and constructions as well as developing estimated quantities and opinion of probable cost. During the design phase, UCSF identified budget constraints requiring strategic planning and value engineering to deliver a complete project to meet the short-term and long-term goals of the project. F&L developed a project phasing approach that allowed UCSF to implement a phased construction across multiple fiscal years, which allowed the project to meet the necessary milestones to allow the childcare center to open within the timeline desired by UCSF's employee services group. F&L also provided engineering services during construction including submittal reviews, response to RFIs, and review of potential change orders. F&L worked closely the contractor and UCSF to resolve unanticipated field obstructions that required modifying the alignment to reduce the potential cost and schedule impacts.

Reference: Don Rudy
Deputy Campus Architect
University of California San Francisco
Phone: (415) 476-3943
Email: don.rudy@ucsf.edu

Project 4: City of Burlingame Water System Program Management

As an employee of another firm, Mr. Tarantino served as the Program Engineer responsible for managing several capital improvement projects as part of Burlingame's multi-year water system capital improvement program (CIP). Burlingame's CIP was being implemented to improve fire flow capacity, add resiliency and reliability, and improve operations. Mr. Tarantino provided program management services for the seismic retrofit of a 1.0 million gallon (MG) prestressed concrete tank including replacement of the roof that is located within SFPUC owned lands, installation of over 6,000 linear feet of new transmission main located within the public right of way and SFPUC owned lands, replacement of over 10,000 linear feet of water main, and a new pump station that allowed Burlingame to consolidate a series of three pump stations into a single, larger and more reliable pump station.

In his role as Program Engineer, Mr. Tarantino managed multiple consultants providing engineering design services, performed peer review of all technical submittals, and oversaw the construction activities. Mr. Tarantino supported Burlingame's Senior Project Manager responsible for the water system program including preparing staff reports, presentations, and reporting to both the City Engineer and Public Works Director.

As part of the program management services, Mr. Tarantino provided design services for several time critical water main replacement projects as well as water storage tank coating replacement projects. Mr. Tarantino provide technical leadership and overall project management during both the design and construction phases for the water main replacement

and tank coating projects. The water main replacements projects required coordination with both CalTrans and SFPUC because portions of the project limits were within CalTrans right of ways and SFPUC easements.

Reference: Lisha Mai
Associate Engineer
City of Burlingame
Phone: (650) 558-7239
Email: lmaj@burlingame.org

Jeff will be supported by F&L's most experienced senior engineers to develop all technical deliverables. We also have resources available to provide construction management and observations services. The key staff experience is highlighted below:

- **Rich Laureta, PE, QA/QC Officer:** Rich has broad experience in civil engineering design and construction and will be our team's Quality Control/Quality Assurance. In his 25 years of professional engineering experience, he has participated in the design, project management, and construction coordination of city, county, state, and federal rehabilitation projects, as well as private development projects. Rich has extensive experience with the planning, design, and construction of a variety of infrastructure improvement projects including pipeline replacement and rehabilitation, storage tank construction and/or rehabilitation, and street improvement projects. His extensive experience provides him with the detailed knowledge of both regulatory and industry standards.
- **Camille Bandy, P.E., QSD/P, Senior Project Engineer:** With nearly a decade of experience, Camille has managed and designed numerous civil engineering projects including public infrastructure and redevelopment improvements. Responsibilities have included preparing plans and technical specifications for storm drain, sanitary sewer, water utilities, site grading and roadways. Other responsibilities have included coordinating multidisciplinary project teams, construction administration, and sanitary sewer and storm drain analysis for several Mission Bay Development projects. Recent project sites have included multiple public infrastructure sites as well as on site civil work within the Mission Bay Development.
- **Jason Feudale, Resident Engineer:** Jason has 17 years of experience in municipal and construction engineering with a focus on construction management and administration for utility projects. The experience he has gained in utility design and construction allows Jason to provide detailed peer and constructability review of contract documents while working closely with construction contractors to resolve unanticipated field conditions. Mr. Feudale provides on-call construction inspection for numerous municipalities and special districts including Stanford University, Town of Portola Valley, Town of Los Altos Hills, West Bay Sanitary District, and East Palo Alto Sanitary District. Jason's real world design and construction experience allows him to be a resource for the design team, if needed, to resolve challenging field conditions, appropriately respond

to requests for information, and resolve contractor questions in a timely and efficient manner.

- **Keith Brown, Construction Inspector:** Keith has developed his knowledge of construction over a 25+ year career beginning as a maintenance worker through the present day providing construction inspection services. Keith understands the importance of thoroughly reviewing and understanding all components of the contract documents prior to arriving at a site and then engaging with and developing a productive working relationship with the superintendent and foreman. Keith works closely with the contractor field staff to review the planned work for the day, resolve construction deficiencies identified during inspection, and produced detailed field reports with clear and concise documentation of personnel, equipment, and materials with detailed notes supplemented with detailed photographs.

SCOPE OF SERVICES

F&L proposes to perform consulting services listed below at written direction of District that include the following tasks:

- Site visit to review existing conditions of fire hydrants and water main identified for replacement in coordination with PHWD and Cal Water or as a result of infrastructure damage.
- Develop a work plan for the proposed scope of improvements including remediation actions, site layout and constraints, identify specialty subconsultants, identify project stakeholders, preliminary schedule, and initial opinion of probable project cost.
- If required, coordinate site investigation by District's consulting geotechnical engineer including scheduling site investigation, manage geotechnical report development, review geotechnical report, and engage District's consulting geotechnical engineer review of engineering design prepared by F&L.
- Perform topographic survey and develop base map.
- Engage specialty subconsultants F&L identifies in the work plan that are required to implement the work plan.
- Develop draft engineering design including calculations, construction drawings, and technical specifications.
- Coordinate review of engineering design by project stakeholders identified in the work plan including scheduling meetings, preparing meeting agendas, presenting design, and preparing meeting minutes.
- Following stakeholder approval, prepare construction documents to solicit construction bids.
- Coordinate with public agency stakeholders to secure encroachment permits for the proposed improvements.

- Manage bid process including coordination with potential construction contractors, respond to bidder questions, and issue addendum.
- Review construction bids and provide recommendations to District for approval of construction contract.
- Provide construction management and inspection services for the proposed improvements including:
 - Review of technical submittals;
 - Review and respond to requests for information;
 - Prepare field directives and clarifications;
 - Provide construction observation including photo documentation and daily reports;
 - Engage and management construction materials testing firm for compaction and other specialty inspection needs;
 - Review progress pay estimates;
 - Perform final site review;
 - Coordinate with public agency stakeholders to close out encroachment permits;
 - Prepare contract closeout documentation including final payment and Notice of Completion.
- Provide ongoing project management including regular status reporting to the District General Manager.
- As requested, prepare staff reports and/or presentation to the District commission.

F&L anticipates that the stakeholders for each project will vary but would include a combination of the following:

- District staff including but not limited to the General Manager, Emergency Services Manager, and representative from the Santa Clara County Fire Department;
- PHWD;
- Cal Water;
- Town of Los Altos Hills; and
- Santa Clara County.

The project specific stakeholders will be identified in the work plan and F&L would be coordinate with the stakeholders throughout the project development, design, construction, and closeout.

F&L anticipates that the following deliverables will be provided:

- Field report documenting observed conditions for either infrastructure replacement or damage repair;

- Work plan with proposed approach, project team members, key stakeholders, proposed schedule, and estimated project budget.
- Engineering design report including calculations and preliminary design for submittal to project stakeholders.
- Engineering design drawings and technical specifications to solicit construction bids.
- Construction bid review report with recommendations contract approval or rejection.
- Construction management documentation including submittal review letters, written response to requests for information, field directives, daily construction observation reports, reviewed progress pay estimates, contract closeout documentation including Notice of Completion, and record drawings.
- Monthly progress reports and invoices.

COMPENSTATION

We proposed to provide our services on a time and materials basis in accordance with our Charge Rate Schedule dated January 1, 2019. F&L. We will keep the Charge Rate Schedule for entire 2020 calendar year.

Please contact me at (650) 619-3226 or tarantino@freyerlaureta.com with any questions or comments on this proposal. We look forward to discussing our proposal with you and support the District's efforts to repair and replace its fire hydrants and any damages to the soil, erosion and environment caused by the incidents.

Sincerely,

FREYER & LAURETA, INC.



Jeffrey J. Tarantino, P.E.
Vice President

Attachments

- A. Charge Rate Schedule dated January 1, 2019.

CHARGE RATE SCHEDULE

Effective 1/1/19

Professional and technical services of Freyer & Laureta, Inc. Staff are provided on a fixed fee or an hourly rate basis as follows:

FIXED FEE

Where a definitive scope of work can be established, many of our clients prefer that a specific fee be agreed upon in advance. Billings are submitted monthly based upon percent complete as of the last accounting day of the month.

HOURLY RATE

Applicable to Plan Preparation, Design and Report services where the scope of work must remain open. Freyer & Laureta, Inc. utilizes the following hourly charge rate basis for billing purposes.

Production Aide - Clerical	\$ 85.00
Drafter I - Technical Typist - Survey Tech II	\$ 90.00
Drafter II - Word Processor	\$ 95.00
Engineering Tech I - Drafter III	\$ 105.00
Staff Engineer I - Engineering Tech II - Survey Tech III	\$ 125.00
Staff Engineer II - Engineering Tech III - Survey Tech IV	\$ 130.00
Staff Engineer III - Senior Engineering Tech	\$ 135.00
Staff Engineer IV - Survey Tech V – Construction Inspector	\$ 150.00
Associate Engineer - Associate Surveyor (L.L.S.)	\$ 165.00
Senior Engineer - Construction Manager	\$ 175.00
Senior Construction Inspector	\$ 175.00
Project Manager – Principal Surveyor (L.L.S.)	\$ 190.00
Senior Project Manager – Principal Surveyor (L.L.S)	\$ 205.00
Associate Principal	\$ 215.00
Principal	\$ 230.00
Forensic Engineering	\$ 325.00
Deposition and Court Appearance	\$ 410.00

Subconsultant, Reproduction, Printing, Travel, Mailing and Delivery - Cost plus 10%

Interest Charge - Billings are due and payable within 30 days. A monthly interest charge equal to the Federal Discount Rate plus 5% will be applied on the next billing beyond the 30-day payment period.

The foregoing Charge Rate Schedule is incorporated into the Agreement for the Services of Freyer & Laureta, Inc. and may be updated annually.

EXHIBIT B

INSURANCE REQUIREMENTS

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **General Manager, Los Altos Hills County Fire District (DISTRICT), P.O. Box 1766, Los Altos, CA 94023.**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$2,000,000 or \$4,000,000 aggregate per** occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent CONSULTANT Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.
5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. CONSULTANT shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to DISTRICT indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to DISTRICT.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to DISTRICT.

Waiver of Subrogation. CONSULTANT hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against DISTRICT by virtue of

the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not FIRE DISTRICT has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. DISTRICT may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DISTRICT.

Claims Made Policies. If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of Services.
8. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the Services.*
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of Services.

Verification of Coverage. CONSULTANT shall furnish DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.