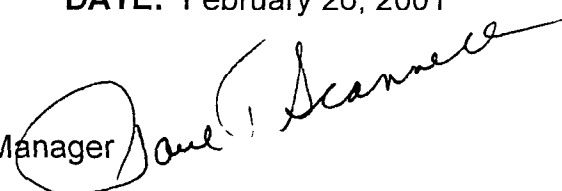


COUNTY OF SAN MATEO
County Manager's Office

DATE: February 26, 2001

TO: Honorable Board of Supervisors
FROM: Paul T. Scannell, Assistant County Manager
SUBJECT: Frank Battipede Agreement



RECOMMENDATION

Adopt a resolution 1) waiving the Request for Proposal process; and 2) authorizing the President of the Board of Supervisors to enter into an agreement with Frank Battipede for project management and construction administration services for various County projects for the term March 1, 2001 through February 28, 2003 in an amount not to exceed \$234,520.

Background

Frank Battipede has been providing capital projects administration and project management services to the County for over five years. The contractor has successfully managed the following capital projects: Maguire Facility, North County Satellite Clinic, New Office Building, Board of Supervisors Remodel and 3rd Floor and 6th Floor Renovations.

Frank Battipede's initial two-year agreement with the County was approved by the Board on April 25, 1995 in the amount of \$189,000 and renewed on August 19, 1997, in the amount of \$233,830, for an additional two-years and three months. This was followed by a one-year agreement, approved on December 7, 1999, in the amount of \$106,891. On December 19, 2000, your Board extended the term through March 1, 2001.

Discussion

The County Manager's Office wishes to enter into a new agreement with Frank Battipede for the term March 1, 2001 through February 28, 2003. The contractor's new agreement will require him to manage the Sheriff's Forensics Laboratory and Coroner's Office as well as the Youth Service Campus capital projects. A Request for Proposal waiver is requested due to the contractor's experience, strong working relationship with the Capital Projects staff and knowledge of County capital projects and procedures.

Fiscal Impact

The agreement will not exceed \$234,520. The project funds will cover these costs. There is no impact to the Net County County Cost.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

**RESOLUTION WAIVING THE REQUEST FOR PROSAL AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH FRANK BATTIPEDE FOR PROJECT
MANAGEMENT AND CONSTRUCTION ADMINISTRATION SERVICES FOR VARIOUS
COUNTY PROJECTS**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement with Frank Battipede for project representative and construction administration services for various County projects from March 1, 2001 through February 28, 2003; and

WHEREAS, it is in the best interests of the County to waive the request for procedure in light of the Contractor's experience and knowledge of County capital projects and procedures; and

WHEREAS, this Board has been presented with a form of such agreement and said Board has examined and approved same as to both form and content and desires to enter into same;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Request for Procedure process is waived and the President of this Board of Supervisors be, and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**AGREEMENT BETWEEN SAN MATEO COUNTY AND
FRANK BATTIPEDE FOR PROJECT REPRESENTATIVE
SERVICES ON VARIOUS COUNTY CONSTRUCTION PROJECTS**

THIS AGREEMENT, made and entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter referred to as "County", and FRANK BATTIPEDE, an independent contractor located at 534 Monterey Road, Pacifica, CA, 94044, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, the County of San Mateo may retain independent contractors to perform special services to or for the County or any department thereof; and

WHEREAS, the County is planning to construct, remodel, and/or demolish various County facilities; and

WHEREAS, it is necessary and desirable that project representative services be provided to assist the County in the completion of the projects; and

WHEREAS, Contractor is experienced and competent to aid the County and to provide the required project representation services for the above-mentioned projects; and

NOW, THEREFORE, in consideration of its mutual covenants and agreements hereinafter specified and subject to the terms and provisions hereof, the parties hereto agree as follows:

1. CONTRACTOR SERVICES. Contractor shall do, perform and carry out in a satisfactory manner on the projects listed herein and any subsequent projects agreed upon by both parties, the services described in Exhibit A, "Project Representative Services," which is a part of this Agreement.
2. CHANGES IN WORK SCOPE. No changes in the scope of work as described in this Agreement shall be made without written approval of both parties. Such approval may be given by the Project Principals provided no increase in cost is involved.
3. TIME OF PERFORMANCE. The Agreement will be from March 1, 2001 through February 28, 2003, or completion of projects, whichever is sooner.
4. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner, his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if County shall violate any of the covenants, agreements, or stipulations of this Agreement, the Agreement can be terminated by the Contractor in the same manner as above.

5. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement is cancelable at any time by either party upon giving thirty (30) days' notice in writing; or upon lesser notice if agreeable to both parties. In the event that either the Contractor or the County exercises this right, Contractor shall perform only such services as are specified by County between the date of the receipt of the notice and the termination of the Agreement.

6. INDEMNIFICATION. The Contractor shall indemnify, defend, and save harmless the County, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind, and description, including those of third parties, brought as a result of the negligent acts, errors, or omissions of Contractor. This indemnification and hold harmless shall include but not be limited to all claims, suits or actions brought for or on account of (1) injuries to or death of any person including Contractor; or (2) damage to property, or (3) any other loss or cost as a result of this work.

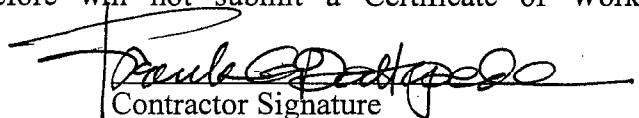
7. DEFENSE. The duty of the Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. INSURANCE. At all times during the life of this Agreement, Contractor shall effect and maintain liability insurance covering his operations hereunder at his sole expense. Such insurance shall be written on a comprehensive general/automobile liability form including broad form property damage, personal injury liability, and owned and non-owned automobile liability, all for a limit of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence combined bodily injury and property damage, or in an amount approved by the County Risk Manager. The County shall be named as additional insured with respect to work performed for it by Contractor, and no cancellation or change in coverage shall occur without prior written notice of not less than 30 days to the County.

Worker's Compensation and Employer Liability Insurance: The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

I have no employees, and therefore will not submit a Certificate of Workers' Compensation:


Contractor Signature

(Sign only if Contractor has no employees)

9. NOTICES. The County and Contractor hereby designate the following persons to receive notices and act as Project Principals in all matters dealing with the performance of work under this Agreement:

County: Paul T. Scannell
Assistant County Manager
County of San Mateo
400 County Center
Redwood City, CA 94063
(650) 363-4131

Contractor: Frank Battipede
534 Monterey Road
Pacifica, CA 94044
(650) 738-8696

10. INDEPENDENT CONTRACTOR. It is understood and agreed that Contractor, in the performance of the services herein agreed to be performed by Contractor, shall act as and be an independent contractor and not an agent or employee of County and, that as an independent contractor, Contractor shall obtain no rights to retirement or other benefits which accrue to employees of County. Contractor agrees to maintain a current Architect's license issued by the State of California.

11. SOLE PROPERTY OF THE COUNTY. Any system or documents developed, produced or provided under this contract shall become the sole property of the County.

12. ACCESS TO RECORDS. The County or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

13. NON-DISCRIMINATION. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination of all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

14. CONTRACTOR'S FEE. In consideration of the furnishing of the services as provided herein, County agrees to pay Contractor in accordance with the following Fee Schedule for all services as shown in Exhibit "A" for an amount not to exceed \$234,520, including mileage.

LABOR:

From: March 1, 2001
To: February 28, 2002 \$55.00 per hour

From: March 1, 2002
To: February 28, 2003 \$57.75 per hour

Contractor agrees to submit billings on the 15th day and last day of each month, setting forth work completed and number of hours of service performed on each project. County agrees to make payments as billed or to notify Contractor of any disputed items within ten (10) working days after receipt of invoice.

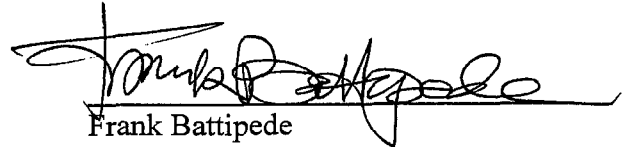
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their fully authorized officers on the day and year first above written.

“COUNTY”

COUNTY OF SAN MATEO

President, Board of Supervisors

“CONTRACTOR”



Frank Battipede

098-32-1543
Contractor's Tax I.D. Number or
Social Security Number

ATTEST:

Clerk of the Board

Attachment: Exhibit "A"
2/01:L:CapitalProjects

EXHIBIT "A"

PROJECT REPRESENTATIVE SERVICES

Contractor shall act as a representative of the County Manager's Office, County of San Mateo, in its role as Owner in construction projects. Contractor shall have the authority to act on behalf of the County only to the extent provided in this Agreement or in the contract documents for the assigned projects. Contractor shall perform those duties in keeping in current professional standards that he deems necessary for their successful and timely completion of the project such as the following:

Advise clients, user departments, Capital Projects Division, and the County Manager, etc., on issues regarding the planning and development of the assigned projects successful and timely completion of the project.

Assist in the selection of project consultants. Administer their work, review and process their pay requests and provide guidance and assistance to enable them to complete their assignment.

Provide miscellaneous reports, building analysis, cost estimates, and project schedules as required to facilitate the assigned projects.

Participate in the programming of buildings, including development of budgets, schedules, and needs assessments.

Review and comment on the design of the facilities. Participate in project design meetings, provide liaison between the User Department and the consultants and provide assistance to facilitate the completion of the design.

Administer, review and approve the development of contract documents, including the budget and schedule. Provide assistance to facilitate the completion of the assignment.

Manage the County bid and Award process for the projects.

Administer the project construction according to the provisions of the County's General Conditions and project documents, including hiring of consultants to provide construction inspection, materials testing, etc. Administer their contracts and performance. Process General Contractor revision orders, pay requests, etc. Resolve construction problems.

Administer the project closeout including punch lists, move in, Notice of Completion, and warranty items.

Provide other project management and architectural assistance to the County.

The Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work, for the acts of omission of the General Building Contractor, Subcontractors, or any other persons performing work on the assigned projects.

Contractor's tasks shall include, but not be limited to, regular project site visits, familiarization with all aspects of the work, reports back to the County Manager's Office on any products considered unacceptable or in need of improvement, attendance at all meetings as required by the project construction, review and comment on those shop drawings of primary interest to the County, processing of revision orders and monthly payment requests, review and management of daily correspondence, maintain project files, communication with the Project Architect and Construction Contractor as required, taking action necessary to protect the interests of the County and the Owner, insure the harmonious daily operation of the project team, which includes the County, Construction Contractor, Architect, Soils Engineer, Testing Engineer, vendors, City and State Agencies, any other parties involved in the project, and facilitate timely completion of the project within its authorized budget.

Assigned Projects: Projects are scheduled for completion on or before December 31, 2002.

San Mateo County Sheriff's Forensics Laboratory and Coroner's Office
30 Tower Road
San Mateo, California

San Mateo County Youth Services Campus
21 Tower Road
San Mateo, California

Records. Records prepared in the performance of this Agreement such as financial records, contract documents and other legal documents shall be retained by the Contractor for a period of three years after final payment. Such records shall be available upon County request at no additional charge.

INSURANCE BINDER



The insurance has been applied for and is bound for 60 days from the Effective Date pending issuance of a policy to the Named Insured; except in Illinois, Kansas, and Oregon where it is bound until the policy applied for and currently in use by the issuing Company is cancelled in accordance with its terms. This insurance is subject to the terms, conditions and limitations of the policy(ies) applied for and currently in use by the Company. Please accept this form as a binder.

Named Insured
Frank Battipede

Loan Number

Effective Date:

12/17/2000 At 12:01:00 AM

Property Insured
1995 BMW 318IS 2D

Renewal Date of Policy if issued:

6/17/2001 At 12:01 AM

VIN: WBABE6327SJC18251

Coverage	BI*	PD*	UM*	UIM*	PIP:	MED:	GB:	COMP:	COLL:
Limits	250/500	100	25/50			2,000		1,000	1,000

Other Coverage ADDITIONAL INSURED: San Mateo County

Issuing Company FARMERS INSURANCE GROUP

Lienholder San Mateo County

Loss Payable Capital Projects Division

Endorsement 455 County Center 5th Fl.

In Favor of: Redwood City, CA 94063

Policy Number: 156325220

Insured's Address:

534 Monterey Rd.
Pacifica, CA 94044

* Entries are in thousands of dollars

Authorized Representative:

Signed 2/27/2001

Phone: 415 681 0434

Lic: 0B09001

Agent#: 96-01-348