MEMORANDUM OF UNDERSTANDING BETWEEN MERRILL STREET INVESTORS, LLC DEVELOPER OF 506 SANTA CRUZ AVENUE AND THE CITY OF MENLO PARK REGARDING STORM DRAIN MAINTENANCE BETWEEN ALMA STREET AND MERRILL STREET UNDER RAILROAD TRACKS

Merrill Street Investors, LLC ("Owner"), land developer of 506 Santa Cruz Ave, and the City of Menlo Park ("City"), a municipal corporation, enter into this Memorandum of Understanding ("MOU") as of ______________, ____________, ("Effective Date"). Owner and City may be referred to individually as “Party” and collectively as “Parties.”

I. Purpose.

A. This MOU is entered into by the Parties based on the following facts, circumstances and understandings:

1. The Owner owns real property commonly known as 506 Santa Cruz Avenue, Menlo Park, California ("Property").

2. The 506 Santa Cruz project is currently under construction.

3. The Owner plans to install new storm drain pipe along Property frontages to drain storm water to the City’s storm drain system.

4. The Corrugated Metal Pipe ("CMP") storm drain under the railroad tracks has corroded. The City desires to perform maintenance of this public storm drain line downstream of the new storm drain connection point.

5. Owner is willing to perform the storm drain installation specified in Exhibit 1 titled Storm Drain Maintenance At Menlo Park Caltrain Station Proposal for Surveying, and Civil Engineering Services and subject to all the terms and conditions set forth in this MOU.

6. The City has agreed to fully reimburse the Owner for the actual design and construction cost for the storm drain maintenance project not to exceed $55,000

II. Term.

A. This MOU shall commence upon the issuance of a Notice to Proceed to a General Contractor to perform the work specified in the 506 Santa Cruz Ave Redevelopment Project ("Project"). This MOU may be terminated by either party in writing with sixty (60) days advance written notice. This MOU shall end upon completion of services and payment by the City unless terminated earlier.
III. **Owner Responsibilities.**

A. Owner shall hire a consultant for designing the Project, hire a licensed Contractor to perform the work and pay for all such work.

B. Owner shall be responsible for procuring and handling all material required for the completion of the Project.

C. Owner shall be responsible for installing new high density polyethylene (“HDPE”) pipe inside the existing CMP and grouting the void between the new HDPE pipe and existing CMP pipe.

D. Owner shall be responsible for installing inlet to City’s standards at the southwest end of new HDPE pipe and sealing both ends of pipe.

E. Owner shall connect the existing reinforced concrete pipe to the new inlet per City’s standards.

F. Owner shall deliver copies of all invoices to the City.

G. Owner acknowledges that public funds are being used for this project and shall ensure that any contract it enters into for the installation of the HDPE pipe and other improvements shall require the payment of prevailing wages as defined and required by law.

IV. **City Responsibilities.**

A. Upon completion of the improvements and receiving receipt of all invoices, the City shall pay the Owner one-hundred percent (100%) of the actual costs, which is currently anticipated to equal Fifty Thousand Six Hundred and Forty Four Dollars ($50,644).

B. The City’s responsibility to reimburse the Owner for the costs associated with the improvements contemplated in this MOU shall not exceed a maximum of Fifty Five Thousand Dollars ($55,000).

C. The City will coordinate with Caltrain to obtain required encroachment permit.

V. **Indemnity.**

A. City agrees to indemnify, hold harmless and defend Owner and all its successors and assignees, and its officers, directors, agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney’s fees and costs of suit arising from or occasioned by any act, omission, or negligence of the City or its agents, officers, servants or employees, under its required performance of this MOU.
B. Owner agrees to indemnify, hold harmless and defend City and all its successors and assignees, and its officers, directors, agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney’s fees and costs of suit arising from or occasioned by any act, omission, or negligence of the Owner or its agents, officers, servants or employees, in the performance of this MOU and in the design and construction of the improvements.

VI. Miscellaneous Provisions.

A. Governing Law. The rights and obligations of the Parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any action arising from this MOU shall lie in San Mateo Superior Court or the appropriate federal district court for the Northern District of California.

B. Entire Agreement. This MOU contains the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersedes any and all previous or contemporaneous agreements and discussions, whether written or oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings are merged herein, and no representations by and Party not embodied herein shall be valid or binding.

C. Amendment. This MOU may be amended only by a subsequent writing signed by all Parties to the MOU.

D. Severability. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other of the provisions of this MOU.

E. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original; however all such counterparts shall constitute but one and the same instrument with the Effective Date hereof being the date set forth above herein.

F. Assignment. Neither Party may assign or transfer any interest in this MOU without the prior written consent of the other Party which shall not be unreasonably withheld or delayed, and any attempt by Party to assign this MOU or any rights, duties or obligations arising hereunder without such consent shall be void and of no effect.

G. Notices. All notices or other communications required hereunder shall be in writing and shall be personally delivered, or sent by national overnight courier service, or sent by facsimile transmission if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, return receipt requested, and shall be deemed delivered upon the earlier date of (a) the date of delivery to the address of the person to receive
such notice or (b) three (3) business days after the date of posting the United States Postal Service at the following addresses:

1. If to Owner:
   Merrill Street Investors, LLC
   P.O. Box 1672
   Palo Alto CA 94301
   Attn: Chase Rapp

2. If to City:
   City of Menlo Park
   701 Laurel Street
   Menlo Park, CA, 94025
   Attn: Clarence Li

H. Authority to Execute. Each person signing this MOU warrants and represents that, to the extent he or she is executing this MOU for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and on behalf of said entity and instructed by those having the requisite authority to cause said entity to make and enter into this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the Effective Date set forth above.

Date: 11/20/2019
   Starla Jerome-Robinson
   Starla Jerome-Robinson

Date: 11/18/2019
   Chase Rapp
   Chase Rapp
Merrill Street Investors, LLC
P.O. Box 1672
Palo Alto, CA 94302
Attn: Mr. Chase Rapp

Subject: Storm Drain Maintenance At Menlo Park Caltrain Station
Proposal for Surveying, and Civil Engineering Services

Dear Mr. Rapp,

As requested by the City of Menlo Park, we are pleased to present this proposal to provide Land Surveying, and Civil Engineering services for the subject project. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

I. PROJECT UNDERSTANDING

Based on the information obtained from the entitlement package prepared by our office, we understand the project as follows:

The project is to provide an emergency repair of a failing storm drain line underneath the existing railroad platforms, tracks and a small portion of the parking lot at the Menlo Park Caltrain Station. In total, approximately 80 linear feet of the existing storm drain line, assumed to be a 10-12” line, will be replaced with a new 8” pipe.

II. BASIS OF DESIGN

Our proposal is based on the following:

1. Meeting with the City 8/19/2019.

III. SCOPE OF SERVICES

TASK 1: SURVEYING SERVICES

See Attached Proposal.
TASK 2: CONSTRUCTION DOCUMENTS PHASE

1. Improvements Plans
   BKF will provide the plans to the City for review and submittal to any other agencies involved with the project. This scope of work includes one set of Civil improvement plans. These plans will be based on the previous meetings and are planned to the necessary information for the improvements to be constructed. We anticipate minor revisions resulting from coordination throughout the Construction Document phase, but we have not included time to re-design the overall strategy of the design and construction team. All sheet are assumed to be on 24”X36” at 20-scale except as noted. BKF will provide enlarged detail areas as needed. Traffic Control Plans are excluded. We anticipate the following sheet assignments:

<table>
<thead>
<tr>
<th>Sheet Title</th>
<th>No. of Sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Title Sheet</td>
<td>1 Sheet</td>
</tr>
<tr>
<td>Existing Conditions/Demolition Sheet</td>
<td>1 Sheet</td>
</tr>
<tr>
<td>Civil Improvement Sheet</td>
<td>1 Sheet</td>
</tr>
<tr>
<td>Erosion Control Plans and Details</td>
<td>1 Sheet</td>
</tr>
<tr>
<td>Best Management Practices</td>
<td>1 Sheet</td>
</tr>
<tr>
<td><strong>Total Number of Sheets</strong></td>
<td><strong>5 Sheets</strong></td>
</tr>
</tbody>
</table>

2. City Encroachment Permit – Offsite Improvements
   No work outside of the immediate vicinity of the Menlo Park Caltrain’s station platform is anticipated. This proposal excludes any additional improvement plan set that would be required by an overseeing agency.

3. Project Coordination:
   BKF has performed most of the coordination with the city already, and minimal coordination is anticipated at this point. BKF has budgeted for eight hours of coordination with the city:
   
   i. Geotechnical Engineer – not planned to be a part of this project.
   ii. Joint Trench Engineer – not planned to be a part of this project.
   iii. MEP Engineer not planned to be a part of this project.
   iv. Structural Engineer – not planned to be a part of this project.
   v. Landscape Architect – not planned to be a part of this project.
   vi. City – coordination with requirements related to the utility upgrade, to be shown on the improvement plans.

4. Meetings:
   BKF has budgeted to attend a reasonable number of design team meetings. We will review the overall design team drawings for coordination purposes and prepare a list of any design concerns related to civil engineering issues. It is assumed that all meetings will be via telephone conference calls.

5. Plan Check Comments/Revisions: If upon review from the different agencies comments are issued impacting civil scope, we will address comments. We will also address comments provided by the railroad agencies, with the understanding that only comments directly related to items included within this proposal. BKF has budget for one round of plan check comments from either the city or the governing railway reviewer.
6. **Project Approval:**
   It is assumed that BKF will compile and submit the improvement plans directly to Public Works Engineering for review, coordination and re-distribution to other agencies.

**IV. SCOPE QUALIFICATIONS AND ASSUMPTIONS**

BKF Engineers’ services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. For the scope of work identified, we have assumed the following:

1) **Basis of Design and Site Information**

   a) **Geotechnical Report:** It is assumed that there is no geotechnical report anticipated for this project. Therefore BKF is not anticipating recommendations for items such as soil compaction and strength of grout/concrete if needed. Items that would typically be designed by the geotechnical engineer will be called out on the plans as “per City/Caltrain Standards”. BKF cannot make recommendations on pavement sections, compaction/means and methods related to soil conditions and strength of backfill.

   b) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF’s drawings/plans are based on information provided to BKF by either the City of Menlo Park or Caltrain, and may not be accurately documented in their horizontal location or vertical profile. Currently, BKF is not budgeting for including any existing utilities in the improvement plan set, including all/if any, utilities exists directly below the railroad tracks.

   c) **Potholing:** Potholing services excluded from the proposal.

   d) **Existing/Proposed Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements. BKF is not responsible for determining limits of the tributary areas, amount of runoff being directed to the new city storm drain line, and verification that the proposed solution will function correctly.

2) **Responsibilities**

   a) **Civil Engineering Scope Items:** BKF’s design tasks are limited to civil work including: non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, stormdrainage.

   b) **The City of Menlo Park:** The City shall be responsible for coordinating permit sets to all other agencies, completing application, and coordinating submittal dates.

   c) **Joint Trench Design:** Services under the railroad tracks, main extensions, and/or relocation of existing ‘dry’ utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. BKF will support their efforts and coordinate with the site design. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
d) **Lighting Design & Photometric Analysis**: Lighting design and photometric analysis for the site and public roadways will be provided by others.

e) **Mapping**: We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.

f) **Cost Estimating**: All cost estimating will be provided by a project estimator. BKF will review the fees by the project estimator for general conformance with the improvement plans.

g) **Pump Stations**: Pump station design is not included in the basic scope of services.

h) **Permits**: Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the city delineated scope deliverables for client submission to governing agencies.

i) **Drawings**: All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.

j) **Construction Administration**: Once the plans have been reviewed and approved, the City of Menlo Park will be responsible for answering any questions that are received from other agency or the construction team. Construction administration can be provided by BKF for an additional fee.

3) **Entitlement, and Off-Site Improvements/Studies**

   a) **Conditions of Approval**: Conditions of approval are not a part of this project.

   b) **Off-Site Improvements**: Off-site improvements are limited to those described in the scope of work, practically limited to replacement of curb, gutter and sidewalk without changing Alma Street/Parking Lot flowline/drainage pattern. If additional off-site improvements are subsequently required during the permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope.

   c) **Traffic Control Plans**: The contractor is assumed to design and coordinate with City the approval of these plans.

4) **Phasing, Delivery and Deliverables**

   a) **Phasing**: The project will be constructed in one phase and that construction phasing plan(s), or interim condition plans, will provided by others unless otherwise indicated in the base scope of work.

   b) **Submittals**: All submittals to, and the coordination thereof, the consultant team and owner will be processed by others unless otherwise specifically indicated in the base scope of work.

   c) **Permits**: Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the City delineated scope deliverables for submission to all other governing agencies.
d) **Drawings:** All drawings will be prepared in AutoCAD format as 2D linework. We will submit copies of all drawings in both electronic and paper format.

e) **Building Information Modeling (BIM):** We have not included time to convert civil design or existing conditions AutoCAD files into BIM model files.

5) **Construction**

a) **Construction Haul Route Plan:** This will be prepared and coordinated by the Contractor. We can provide this service as an additional scope item at your request.

**V. GENERAL ASSUMPTIONS**

1. This proposal assumes that public improvements, such as new asphaltic concrete or concrete sidewalks will be held to a minimum to keep the cost of construction down.
2. No undergrounding of existing utilities are anticipated.
3. No landscape architect is anticipated for this project. BKF cannot make general recommendations that would typically be performed by a landscape architect.
4. It is assumed that the drainage pattern of the adjacent parking lot and within Alma Street is sufficient. No proposed grading changes are anticipated for this scope of work. If the engineer sees a potential issue with the site drainage, it will be brought to the City’s attention and can be improved at an additional cost.
5. BKF has assumed that if required, the client will provide BKF an arborist. Tree protection zones, recommendations to keep the existing tree life healthy, and utility vicinity to existing tree roots would have to be recommended by an arborist.
6. BKF has not budgeted for off-site utility upgrades (not currently anticipated), intersection improvements, signal modifications, or similar associated work.
7. Cost for third party reviews as required by the City have not been budgeted for. Since the subject project is less than 10,000 square feet, no C.3 actions are anticipated.
8. Traffic control is most likely going to be required as a part of the city’s off-site submittal package. This submittal or plan sheet is the responsibility of the contractor. If the contractor wishes for BKF to provide this plan, we are able to do so at an additional cost.
9. No Caltrans submittal is anticipated for this site.
10. Profiles are excluded from this scope of work.
11. Grading or finished surface grades are excluded from this scope of work except for newly placed/constructed rim elevations for the storm drain line
12. No mapping has been budgeted for this scope of work.
13. Any submittals required to Calwater, Westbay Sanitation District, PG&E and SFPUC will be the responsibility of City to coordinate and submit the improvement plans. It is assumed that only one plan set will be submitted and no revisions or resubmittals required.
14. It is assumed that replacing the existing storm drain main in place will not require any study of the existing utilities clearances within the railroad tracks or platform.
COMPENSATION

1. BASE SCOPE OF WORK:
BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task besides hourly items summarized as follows. This proposal also assumes that all projects will be designed concurrently and not in separate phases.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>1</td>
<td>Surveying Services (See Exhibit A)</td>
<td>$6,500</td>
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<tr>
<td>2</td>
<td>Construction Document Phase</td>
<td>$8,000</td>
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<td></td>
<td><strong>Total Civil &amp; Surveying Labor Fee</strong></td>
<td><strong>$14,500</strong></td>
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<table>
<thead>
<tr>
<th>Construction Cost (Provided By Others)</th>
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<tbody>
<tr>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
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2. ADDITIVE ALTERNATE (OPTIONAL) SCOPE OF WORK:

<table>
<thead>
<tr>
<th>Task</th>
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<th>Fee</th>
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<tbody>
<tr>
<td>1</td>
<td>Utility Profiling</td>
<td>$3,500</td>
</tr>
</tbody>
</table>

If desired or required, BKF can display the storm drain pipe in a profile. The alignment of the profile will be directly over the future storm drain line and most of the information shown on the profile will be based on visual field observation.

Initial Here if Desired: __________

2. Supplementary Survey

If desired or required, BKF can perform a supplementary survey. If any of this scope of work is to be performed on or in the near vicinity of the railroad tracks, a four week training period can be anticipated prior to any work being performed.

Initial Here if Desired: __________

3. Traffic Control Plan

Based on the survey information provided, a traffic control plan can be assembled and included with the civil set. This plan is strictly for pedestrian and vehicular access within the adjacent Caltrain’s parking lot, and the public streets. No additional Caltrain’s requirements are included in this scope of work as it is anticipated that all work will be off the tracks and the adjacent platforms.

Initial Here if Desired: __________

Included in the construction document phase is budget reimbursable expenses, which is generally assumed to be approximately 3% of the proposed labor fee. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots.
For tasks requested by the city or other agencies not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 408-467-9187 if you have any questions regarding our scope of services.

Respectfully,

BKF Engineers

Isaac Kontorovsky, PE, QSD/QSP
Vice President
**PROFESSIONAL PERSONNEL SERVICE FEES**  
**JANUARY 1, 2019 - DECEMBER 31, 2019**

### PERSONNEL

#### ENGINEERING
- **Senior Associate**
  - Hourly Rate: $220.00
- **Associate**
  - Hourly Rate: $214.00
- **Project Manager**
  - Hourly Rate: $204.00 - $210.00
- **Engineer IV**
  - Hourly Rate: $189.00
- **Engineer I, II, III**
  - Hourly Rate: $134.00 - $154.00 - $174.00
- **Engineering Assistant**
  - Hourly Rate: $82.00
- **Junior Engineer**
  - Hourly Rate: $70.00

#### PLANNING
- **Planner I, II, III, IV**
  - Hourly Rate: $134.00 - $154.00 - $174.00 - $189.00

#### SURVEYING
- **Senior Associate**
  - Hourly Rate: $220.00
- **Associate**
  - Hourly Rate: $214.00
- **Project Manager**
  - Hourly Rate: $204.00 - $210.00
- **Surveyor I, II, III, IV**
  - Hourly Rate: $134.00 - $154.00 - $174.00 - $189.00
- **Survey Party Chief**
  - Hourly Rate: $175.00
- **Survey Chainman**
  - Hourly Rate: $113.00
- **Apprentice I, II, III, IV**
  - Hourly Rate: $70.00 - $93.00 - $103.00 - $109.00
- **Instrumentman**
  - Hourly Rate: $150.00
- **Surveying Assistant**
  - Hourly Rate: $82.00
- **Junior Surveyor**
  - Hourly Rate: $70.00
- **Utility Locating Superintendent**
  - Hourly Rate: $176.00
- **Utility Locator I, II, III**
  - Hourly Rate: $91.00 - $129.00 - $155.00
- **BIM Specialist I, II, III**
  - Hourly Rate: $134.00 - $154.00 - $174.00

#### DESIGN AND DRAFTING
- **Technician I, II, III, IV**
  - Hourly Rate: $128.00 - $136.00 - $148.00 - $161.00
- **Drafter I, II, III, IV**
  - Hourly Rate: $100.00 - $110.00 - $118.00 - $132.00

#### CONSTRUCTION ADMINISTRATION/QSP-QSD
- **Senior Construction Administrator**
  - Hourly Rate: $198.00
- **Resident Engineer**
  - Hourly Rate: $147.00
- **Field Engineer I, II, III**
  - Hourly Rate: $134.00 - $154.00 - $174.00
- **Senior Consultant**
  - Hourly Rate: $229.00

#### SERVICES AND EXPENSES
- **Project Assistant**
  - Hourly Rate: $82.00
- **Clerical/Administrative Assistant**
  - Hourly Rate: $70.00

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Principals’ time on projects is chargeable at $246.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile. Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.
September 17, 2019
BKF Project No: 20166164-19

Merrill Street Investors, LLC
Attn: Mr. Chase Rapp
P.O. Box 1672
Palo Alto, CA 94302

Subject: Storm Drain Maintenance at Menlo Park Caltrain Station

Dear Mr. Rapp,

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services to support the above project. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, assumptions, and associated fee based on our understanding of the project.

I. SCOPE OF WORK

TASK 1:

TOPOGRAPHIC SURVEY

BKF will perform a Topographic Survey to document the existing storm drain structures’ rim and invert elevation for the upstream and downstream portion of the pipe to be replaced. No other existing features are planned be surveyed. A digital satellite image will be used for the project background.

Elevations will be on the City of Menlo Park Benchmark System.

No Boundary Survey/Mapping Services are included for this proposal.

II. COMPENSATION

BKF proposes to provide these services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized below monthly.

<table>
<thead>
<tr>
<th>Task</th>
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<th>Fee</th>
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<td></td>
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<td>Total Labor Fee</td>
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</table>
III. DELIVERY AND SCHEDULE
BKF will provide a design level Topographic Survey in both PDF and CAD 2015 format. The field survey will begin within 10 business days of receipt of a signed Notice to Proceed and the final survey will be delivered within 5 business days of completion of the field survey.

IV. EXCLUSIONS
- Anything not specifically mentioned above shall be considered excluded from the scope of work. If additional services becomes required in the future, BKF will prepare and submit an “Additional Service Request” and submit to the client for approval.
- Underground Utility Locating Services are excluded from this proposal but can be provided as an additional service.
- All surface feature not listed as being surveyed are excluded. If additional topographic survey is required, it can be added for an additional cost.
- No time has been allocated for research of existing utilities or easements for the subject property.
- It has been assumed that the limit of work for the field crews is outside of the railways right-of-way. Therefore no specialized training have been budgeted for as well as it is assumed that access to the storm drain structures will not require additional permits.

V. NOTES
- All Reimbursable are included in the cost
- This proposal is the intellectual property of the undersigned surveyor. Thus, this document shall only be viewed by the owner, owner’s team, or owner’s attorney.
- BKF is not responsible for any fees for services required by any agency which are not listed in this proposal or that were not accepted by the client.

Thank you again for the opportunity to be of service on your project. Please feel free to call me with any questions or concerns.

Respectfully,
BKF Engineers

Jose Gonzalo Garcia
Project Manager
Devcon Construction  
690 Gibraltar Drive,  
Milpitas, CA 95035

Attn: Shawn Dobson  
Job Name: 506 & 556 Santa Cruz Ave.  

Client Job #:  
Description of Work:  
Replacement of SD located at the railroad track.  
Video investigation for 12" existing storm drain.  
Complete Traffic Control

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<th>Quantity</th>
<th>Units</th>
<th>Date</th>
<th>Description</th>
<th>EWO</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
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<td>Replacement of SD located at the railroad track.</td>
<td>3451</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>1</td>
<td>LS</td>
<td>7/10/2019</td>
<td>Video Inspected the 12&quot; SD</td>
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<td>$274.00</td>
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<tr>
<td>1</td>
<td>LS</td>
<td></td>
<td>Complete Traffic Control Plans</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $36,143.69

Submitted By: Joe Hill  
Project Manager

Accepted By: Shawn Dobson  
Date: 
Devcon Construction
690 Gibraltar Drive,
Milpitas, CA 95035

Attn: Shawn Dobson
Job Name: 506 & 556 Santa Cruz Ave.

Client Job #: 506 & 556 Santa Cruz Ave.

Description of Work: Pull new 8” pipe through existing CMP under railroad tracks, install new drain inlet at Merrill side

80 feet of new HDPE will be installed, pressure grout between new pipe and existing CMP

Pricing does not include any special permits that may be required to work in the railroad authority's ROW

SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Units</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
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Materials Subtotal $13,868.75
Tax 9.25% $1,068.38
Subtotal $14,937.13
15% Overhead $2,240.57
TOTAL MATERIALS $17,177.69

EQUIPMENT & OTHER EXPENSES

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<tr>
<th>Description</th>
<th>Duration</th>
<th>Units</th>
<th>Quantity</th>
<th>Rate</th>
<th>Extension</th>
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<tbody>
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<td>Crew Truck with Tools</td>
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TOTAL EQUIPMENT $7,880.00

LABOR

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<tbody>
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TOTAL LABOR $9,312.00

REPORT TOTAL $34,369.69

Additional work days needed to perform work: 1.0 days

Submitted By: Joe Hill
Project Manager

Accepted By: Shawn Dobson
Date:
Devcon Construction
690 Gibraltar Drive,
Milpitas, CA 95035

Attn: Shawn Dobson

Job Name: 506 & 556 Santa Cruz Ave.

Client Job #: 18-131

Date: 10/23/2019

Description of Work:
Complete traffic control plans for future construction.

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<th>MATERIALS</th>
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<th>EQUIPMENT &amp; OTHER EXPENSES</th>
<th>Description</th>
<th>Duration</th>
<th>Units</th>
<th>Quantity</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Crew Truck with Tools</td>
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<table>
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<th>OT Hours</th>
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Additional work days needed to perform work: 1.0 days

REPORT TOTAL $274.00

Submitted By: Joe Hill
Project Manager

Accepted By: Shawn Dobson