AGREEMENT AMENDMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

INTRODUCTION

Amendment #: 1397.2
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND MACLEOD & ASSOCIATES

THIS SECOND AMENDMENT is made and entered into this 7/9/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and MACLEOD & ASSOCIATES, hereinafter referred to as “FIRST PARTY.”

WHEREAS, the Master Services Agreement terminates on June 30, 2020;
WHEREAS, the City has authorized FIRST PARTY to perform a task order for project: Terminal Avenue Vacation Abatement
FIRST PARTY has not yet completed that work; and
WHEREAS, the parties desire to extend the contract to allow for the completion of such work upon the same terms and conditions of the Master Agreement.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Section XXII. AGREEMENT TERM of Agreement No. 1397, to read as follows:

“This agreement shall remain in effect for the period of July 1, 2019 through June 30, 2021 unless extended, amended or terminated in writing by City.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1397 and previous amendments remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Signature
Dan G. MacLeod

Printed name
94-3157155

Tax ID#

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

FOR CITY OF MENLO PARK:

Starla Jerome- Robinson, City Manager

ATTEST:

Judi A. Herren, City Clerk

7/7/2020
Date
President
Title

7/9/2020
Date

7/9/2020
Date
AGREEMENT AMENDMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND MACLEODE AND ASSOCIATES, INC.

THIS FIRST AMENDMENT is made and entered into this 26 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and MACLEODE AND ASSOCIATES, INC., hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section III. COMPENSATION AND PAYMENT of Agreement No. 1397, to read as follows:

   "A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A", Scope of Services – revised hourly rates. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. Hourly rates will not be revised for the term of the agreement."

2. Pursuant to Section EXHIBIT "A" SCOPE OF SERVICES. 2. COMPENSATION of Agreement No. 1397, to read as follows:

   "CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in the revised Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in the purchase order. The detailed scope of work for each task/project will remain in effect for the term of the approved purchase order setting forth the scope of work and the fee for the scope of work with no hourly increases until the task/project is complete."

3. Pursuant to Section XXII. AGREEMENT TERM of Agreement No. 1397, to read as follows:

   "This agreement shall remain in effect for the period of July 1, 2019 through June 30, 2020 unless extended, amended or terminated in writing by City."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1397 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Signature

Daniel G. Macleod

Printed name

94-357155

Tax ID#
EXHIBIT “A”
SCOPE OF SERVICES

1. **SCOPE OF WORK** FIRST PARTY agrees to provide consultant services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

   Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

2. **COMPENSATION** CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. **SCHEDULE OF WORK** FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

4. **CHANGES IN WORK -- EXTRA WORK** In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

   - Change in the services because of changes in scope of the work.
   - Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Engineering Services Manager.

5. **BILLINGS** FIRST PARTY’s bills shall include the following information: A brief description of services performed; The date the services were performed; The number of hours spent and by whom; The current contract amount; The current invoice amount; The FIRST PARTY’s signature;

   Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
Revised hourly rates

STANDARD FEE SCHEDULE
TIME AND MATERIALS CONTRACTS

Effective January 2019

Compensation of MacLeod and Associates, Inc. for work performed on a time and materials basis will be at the sum of the following items.

1. **Personal Services**
   - Principal $220.00 per hour
   - Project Surveyor 158.00 per hour
   - Project Engineer 158.00 per hour
   - Design Engineer 138.00 per hour
   - Engineering Technician 122.00 per hour
   - Survey Technician 122.00 per hour
   - CAD Drafting 122.00 per hour
   - 1-Man Field Survey with Robotic Instrument or GPS 210.00 per hour
   - 2-Man Field Survey Party 260.00 per hour
   - Secretarial 67.00 per hour

2. **Reimbursable Items**
   - A. Blueprinting/photographic reproduction $0.45/square foot
   - B. Shipping cost x 1.2
   - C. Other outside services cost x 1.1

3. **Litigation**
   - Services related to depositions, declarations, court and hearing appearances, expert witness testimony $360.00 per hour
AGREEMENT COVER SHEET
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

![City of Menlo Park logo]

<table>
<thead>
<tr>
<th>Contract #: 1397-A1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project manager: Chris Lamm</td>
</tr>
</tbody>
</table>

- Time sensitive: Yes
- New agreement: No
- Attest only: Yes
- Amendment: Yes
- Fees and Term: No

- First party: Macleod and Associates, Inc.
- Type of agreement: Professional Services

Agreement or project title: Professional Services, Engineering, Surveying, Inspection, Testing, and Other Administration Services

Purpose:
This amendment will extend the term of our Master Agreements for consultants from July 1, 2019 to June 30, 2020 and change the hourly rates for Professional Services, Engineering, Surveying, Inspection, Testing, and Other Administration Services.

Agreement amount: $10,000 - $500,000
Begin date: 7/1/2019
End date: 6/30/2020

Approved budget: $28 million
Budget year: 2018-19
Available budget: $28 million

Funding account:

- Required approval:
  - Department: No
  - City Manager: Yes
  - City Council: No

Language modifications were made to the template
These have been approved by the City Attorney (attach)

Summary of modifications:
City attorney approved the language to keep consistency within the renewals limits allowed.

Attachments:
- Three (3) Originals of agreement
- Staff report
- Prior agreement/amendments(s) for reference
- PO/Check requisition

Other/Comment:

Approval:

- Supervisor: [Signature]
- Administrative Services/Finance: [Signature]
- Department Head: [Signature]
- City Attorney: [Signature]

City Manager (if needed):

Routing: Department, City Clerk, City Attorney, Administrative Services/Finance, (City Manager), City Clerk, Vendor, Department
Revised: 20171201
AGREEMENT FOR SERVICES
BETWEEN THE CITY OF MENLO PARK
AND
MACLEOD & ASSOCIATES, INC.

THIS AGREEMENT, made and entered into at Menlo Park, California, this ___ day of April, 2013, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and MacLeod & Associates, Inc. a Privately Owned Corporation, hereinafter referred to as "FIRST PARTY."

WITNESSETH:
WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called:

PROFESSIONAL SERVICES

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

I. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

II. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this contract will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

III. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve
the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

IV. EQUAL EMPLOYMENT OPPORTUNITY
A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that applicants for employment, and employees, are treated during employment, without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

V. PROSECUTION OF WORK
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and Continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).

VI. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

VII. INDEPENDENT WORK CONTROL
It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's
services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its
subordinates and employees.

VIII. CONSULTANT QUALIFICATIONS
It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling
necessary to perform the work agreed to be done by it under this Agreement and CITY relies
upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the
profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release
of FIRST PARTY from said understanding.

IX. NOTICES
All notices hereby required under this Agreement shall be in writing and delivered in person or
sent by certified mail, postage prepaid. Notices required to be given to CITY shall be
addressed as follows:

Charles Taylor
Public Works Director
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6740

Notices required to be given to FIRST PARTY shall be addressed as follows:

Dan MacLeod
MacLeod and Associates, Inc.
965 Center Street, San Carlos, CA 94070
650-593-8580, fax 650-593-8675

Provided that any party may change such address by notice, in writing, to the other party and
thereafter notices shall be addressed and transmitted to the new address.

X. HOLD HARMLESS
The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary
agencies, their officers, agents, employees and servants from all claims, suits or actions that
arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to
property resulting from the performance of any work required by this Agreement by FIRST
PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to
require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary
agencies, their officers, agents, employees and servants against any responsibility to liability in
contravention of Section 2782.8 of the California Civil Code.

XI. INSURANCE
A. FIRST PARTY shall not commence work under this Agreement until all
insurance required under this paragraph has been obtained and such insurance has been
approved by the City, with certificates of insurance evidencing the required coverage.
B. There shall be a contractual liability endorsement extending the FIRST
PARTY's coverage to include the contractual liability assumed by the FIRST PARTY
pursuant to this Agreement. These certificates shall specify or be endorsed to provide that
thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in
Section IX, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of
any pending change to the policy. All certificates shall be filed with the City.

1. Worker's Compensation and Employer's Liability Insurance:
The contractor shall have in effect during the entire life of this Agreement Worker's
Compensation and Employer's Liability Insurance providing full statutory coverage. In
signing this Agreement, the FIRST PARTY makes the following certification, required
by Section 18161 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 Worker's 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 the work of this Agreement”.

2. Liability Insurance:
The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000), in aggregate or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the professional liability and worker's compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

XII. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS
Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any
defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

XIII. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this contract shall be at no risk to FIRST PARTY.

XIV. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

XV. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this contract in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs Otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, Summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by contract or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.
E. The rights and remedies of the CITY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

XVI. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

XVII. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.
B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.
XVIII. **SEVERABILITY**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

XIX. **CAPTIONS**

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

XX. **LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

XXI. **ENTIRE AGREEMENT**

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

XXII. **AGREEMENT TERM**

This agreement shall remain in effect for a period of five (5) years from the date of execution unless extended, amended or terminated in writing by City.

City of Menlo Park  
A Municipal Corporation

By _____________________________

Name & Title Alex D. McIntyre, City Manager  
"CITY"

ATTEST: _____________________________

City Clerk, City of Menlo Park

FIRST PARTY:

Macleod and Associates, Inc.

By _____________________________

Name & Title Daniel G. Macleod - President  
"FIRST PARTY"
EXHIBIT “A”
SCOPE OF SERVICES

1. SCOPE OF WORK  FIRST PARTY agrees to provide consultant services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

2. COMPENSATION  CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. SCHEDULE OF WORK  FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

4. CHANGES IN WORK -- EXTRA WORK In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:
   • Change in the services because of changes in scope of the work.
   • Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Engineering Services Manager.

5. BILLINGS  FIRST PARTY’s bills shall include the following information: A brief description of services performed; The date the services were performed; The number of hours spent and by whom; The current contract amount; The current invoice amount; The FIRST PARTY’s signature;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
March 8, 2013

Blanca T. Papas
Contract Specialist
Public Works Department
701 Laurel Street
Menlo Park, CA 94025

RE: PROFESSIONAL SERVICES FOR ENGINEERING AND SURVEYING SERVICES

Dear Blanca,

Thank you for the opportunity to submit this Statement of Qualifications to provide professional engineering and surveying services for your upcoming projects. I strongly believe that we can provide our services in an expeditious and cost-effective manner. I look forward to discussing with you our work for the City.

MacLeod and Associates is a civil engineering and land surveying firm founded in 1986 which provides services to commercial and industrial entities, developers, public agencies, design consultants and private property owners. MacLeod and Associates provides services throughout the San Francisco Bay Area and currently has a staff of ten personnel.

SERVICES PROVIDED

Services provided include, but are not limited to:

- Boundary and Right-of-Way Surveys
- Topographic Surveying and Mapping
- Utility surveys
- ALTA Surveys
- Tentative and Final Parcel Maps
- Tentative and Final Subdivision Maps
- Grading Plans
- Utility Plans (sanitary sewer, storm drain, water)
- Street Improvement Plans
- Feasibility Studies
- Lot Line Adjustments
- Monitoring well location surveys
- Construction Staking
- Condominium Conversions
- Condominium Plans
- Legal Descriptions for Land and Easement Conveyances
- Storm Runoff and Hydrology Studies
- Sanitary Sewer Studies
- Land Planning
- Map Checking
- Construction Observation and Inspection
KEY STAFF RESUMES

Attached are resumes of key personnel who would coordinate and manage your projects, which include:

Daniel G. MacLeod, P.E., P.L.S. - Project Manager
Robert Dains, P.E., P.L.S. – Land Surveying Coordinator

PAST CITY of MENLO PARK PROJECTS

MacLeod and Associates has provided land surveying and mapping services for the City on past occasions. Projects included topographic surveying and mapping of the Town’s civic center, corporation yard, various City streets, parks and downtown parking lots.

OTHER REFERENCES

The following is a list of some of the more recent land surveying projects that MacLeod & Associates has completed or is currently working on, along with applicable references:

Burgess Drive Corporation Yard – Menlo Park
City of Menlo Park Public Works Dept.
Services provided includes boundary and topographic surveying and preparation of a Topographic Survey Plan and Record-of-Survey Plan.
Client contact: Pam Lowe – Associate Civil Engineer - 650-330-6745

Beechwood School – Menlo Park
City of Menlo Park Public Works Dept.
Services provided included boundary surveying and preparation of a Parcel Map to subdivide the property into 3 parcels.
Client contact: Nathan Scribner – Project Engineer - 650-330-6751

2011-2012 Watermain Replacement Project – Redwood City (currently underway)
City of Redwood City Dept. of Engineering & Construction
Services provided includes topographic and utility surveying of 21,000 linear feet of various streets; preparation of topographic survey plans.
Client contact: Harris Siddiqui – Project Engineer - 650-780-7362

Various Park Projects – City of San Mateo
Harborview Park, Seal Point Park, Beresford Park, Ryder Park, Shoreline Park, Casanova Park
City of San Mateo Parks and Recreation Dept.
Services provided included topographic and utility surveying; preparation of topographic survey plans; construction staking services.
Client contact: Dennis Frank – City Landscape Architect 650-522-7544

Constitution Drive 30" Sewer Rehabilitation - Menlo Park
West Bay Sanitary District
Services provided included topographic and utility surveying of 4,400 linear feet of roadway and sewer easement; preparation of topographic survey plans.
Client contact: Rich Laureta, P.E. - Freyer & Laureta, Inc. (District Engineers) - 650-344-9901
2006-2007 Watermain Replacement Project – Redwood City
City of Redwood City Dept. of Engineering & Construction
Services provided included topographic and utility surveying of 13,800 linear feet of various streets; preparation of topographic survey plans.
Client contact: Javier Sierra – Project Engineer - 650-780-7380

2007-2008 Watermain Replacement Project – Redwood City
City of Redwood City Dept. of Engineering & Construction
Services provided included topographic and utility surveying of 13,200 linear feet of various streets; preparation of topographic survey plans.
Client contact: Javier Sierra – Project Engineer - 650-780-7380

2009 Manzanita Street Sewer Replacement Project – Redwood City
City of Redwood City Dept. of Engineering & Construction
Services provided included topographic and utility surveying of 7,000 linear feet of various streets; preparation of topographic survey plans.
Client contact: Joel Evora – Project Engineer - 650-780-7380

La Cresta Drive and Arastradero Road Roadway Improvements – Los Altos Hills
Town of Los Altos Hills Engineering Department
Services provided included topographic and utility surveying of 550 linear feet of La Cresta Drive; preparation of topographic survey plans.
Client contact: Richard Chiu – City Eng./Dir. Of Public Works - 650-927-2516

Encinal Avenue Sewer Rehabilitation - Menlo Park
West Bay Sanitary District
Services provided included topographic and utility surveying of 7,500 linear feet of roadway; preparation of topographic survey plans.
Client contact: Rich Laureta, P.E. - Freyer & Laureta, Inc. (District Engineers) - 650-344-9901

San Carlos Sewer Collection Master Plan – San Carlos
City of San Carlos Public Works Department
Services provided included field survey to determine the elevation of various sewer manholes and preparation of manhole identification data.
Client contact: Keith H. Hanna – Civil Engineering Technician – 650-802-4387

Also attached is our current fee schedule.

Thanks again for this opportunity. If you have any questions, please don’t hesitate to call.

Sincerely,

[Signature]

Daniel G. MacLeod, P.E., P.L.S.
Email dmacleod@macleodassociates.net
DANIEL G. MacLEOD- Principal
MacLeod and Associates, Inc.

Education
University of Lowell, Lowell, Massachusetts
B.S. in Civil Engineering, 1979

Professional Registration
- Registered Civil Engineer – California R.C.E. #35048 (1982)
- Licensed Land Surveyor – California L.S. #5304 (1983)

Professional Affiliations
California Land Surveyors Association
American Council of Engineering Companies of California

Summary of Experience

June 1986 – Present:
MacLeod and Associates, San Carlos, CA. Founder and principal of civil engineering,
land surveying and land planning firm rendering services to private entities for site
development and to public agencies for public works projects.

June 1984 – June 1986:
C/REM, San Mateo, CA - Project Manager.
Responsible for design of public and private developments and improvements including
coordination with public agencies, utility companies, landscape and building architects,
and other planning and design professionals. Engineering supervision and survey various
major projects including hillside subdivisions, industrial parks, and public utility projects.

March 1980 - June 1984:
Department of Public Works, City of San Mateo, California, Assistant Engineer
Responsible for design and preparation of plans, specs, and cost estimates for public
works projects including streets, storm drains, sewer lines, street lighting systems, traffic
signals, and related projects. Plan checking, review, and processing of subdivision maps,
parcel maps, and improvement plans for new site developments. Department
representative on Board of Zoning Adjustments from August 1982 to June 1984
responsible for primary review of all new private development and establishing
conditions of approval for those developments.

1975 – February 1980:
Andover Consultants, Methuen, Massachusetts - Land Surveying and Engineering
Assistant
Survey party chief for boundary, topographic and construction surveying projects. Design
engineer for residential site development projects. Prepared maps and plans related to
surveying and site engineering projects.
ROBERT J. DAINS - Land Surveying Coordinator
MacLeod and Associates, Inc.

Education
University of Arizona, Tucson, Arizona
B.S. in Civil Engineering, 1995

Professional Registration
Registered Civil Engineer – California R.C.E. #63385
Licensed Land Surveyor – California L.S. #8227

Professional Affiliations
California Land Surveyors Association

Summary of Experience

April 2002 – Present and Dec. 1999 – June 2000:
MacLeod and Associates, San Carlos, CA. Land Surveying Coordinator.
Responsible for scheduling and coordinating all aspects of field survey crews;
Boundary resolutions and calculations for construction staking; Preparation of survey
maps, legal descriptions and proposals; Cad drafting; Marketing.

June 2000 – April 2002:
Kier & Wright, Santa Clara, CA. Project Surveyor.
Boundary resolutions and calculations for construction staking; Preparation of survey
maps, legal descriptions and proposals; Cad drafting.

Nov. 1995 – Dec. 1999:
DES Architects and Engineers, Redwood City, California. Project Surveyor.
Head of survey department; Responsible for scheduling and coordinating all aspects of
field survey crews; Survey crew chief for topographic and boundary surveys; Boundary
resolutions and calculations; Design and preparation of civil construction drawings
related to grading, drainage, utilities and erosion control. Preparation of survey maps,
legal descriptions and proposals; Cad drafting.
STANDARD FEE SCHEDULE
TIME AND MATERIALS CONTRACTS

Effective January 1, 2012

Compensation of MacLeod and Associates, Inc. for work performed on a time and materials basis will be at the sum of the following items.

1. Personal Services

   Principal $180.00 per hour
   Project Surveyor 126.00 per hour
   Project Engineer 126.00 per hour
   Design Engineer 113.00 per hour
   Engineering Technician 99.00 per hour
   Survey Technician 99.00 per hour
   CAD Drafting 99.00 per hour
   1-Man Field Survey with Robotic Instrument or GPS 195.00 per hour
   2-Man Field Survey Party 216.00 per hour
   Secretarial 52.00 per hour

2. Reimbursable Items

   A. Blueprinting/photographic reproduction cost x 1.2
   B. Shipping cost x 1.2
   C. Other outside services cost x 1.1

3. Litigation

   Services related to depositions, declarations, court and hearing appearances, expert witness testimony $295.00 per hour
EXHIBIT “B”

DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation

B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph 3.1.

B3.0 Arbitration

B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the contract.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
# Certificate of Liability Insurance

**This Certificate is Issued as a Matter of Information Only and Confers No Rights Upon the Certificate Holder.** This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

## Producer
**ACCE/MARSH**
- **Address:** 701 Market St., Ste. 1100
- **City:** St. Louis, MO 63101
- **Phone:** 800-338-1391
- **Fax:** 888-621-3173

## Insured
**MacLeod And Associates, Inc.**
- **Address:** 965 Center Street
- **City:** San Carlos, CA 94070

## Insurer(s) Affording Coverage
- **Insurer A:** Hartford Insurance Company
- **NAIC #:** 22357
- **Insurer B:**
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**
- **Insurer F:**

## Coverages

### Certificate Number:

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

<table>
<thead>
<tr>
<th>Inscr LTR</th>
<th>Type of Insurance</th>
<th>ADDL/ SUBR Insr/Wd</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
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<td>84SBWEF7332</td>
<td>11/01/12</td>
<td>11/01/13</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Claims-Made</td>
<td>X Occur</td>
<td></td>
<td>84UEGRZ4830</td>
<td>11/01/12</td>
<td>11/01/13</td>
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<td>A</td>
<td>Auto Liability</td>
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<tr>
<td>A</td>
<td>Umbrella Liability</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>A</td>
<td>Workers Compensation</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles

Attach ACORD 101, Additional Remarks Schedule, if more space is required.

City and its subsidiary agencies and their officers, agents, employees and servants are included as additional insured for coverages above except WC. Coverage is primary and noncontributory.

## Certificate Holder

**City of Menlo Park**
- **Attn:** Blanca Papas
- **Address:** 701 Laurel Street
- **City:** Menlo Park, CA 94025

## Cancellation

**CTYMENL**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 08/06/13

**Producer:** ACEC/MARSH  
701 Market St., Ste. 1100  
St. Louis, MO 63101  
Sharon L. Zach  
800-338-1391  
888-621-3173

**Insured:** MacLeod And Associates, Inc.  
965 Center Street  
San Carlos, CA 94070  
Contact: Sharon L. Zach  
Phone: 888-621-3173

**Insurer A:** U. S. Specialty  
Insurer B:  
Insurer C:  
Insurer D:  
Insurer E:  
Insurer F:  
NAIC #: 29599

## Coverages

<table>
<thead>
<tr>
<th>Category</th>
<th>Type of Insurance</th>
<th>Limit</th>
</tr>
</thead>
</table>
| **General Liability** | Commercial General Liability | Each Occurrence: $1,000,000  
Premises (Ea occurrence): $1,000,000  
Med Exp (Any one person): $500,000  
Personal & Adv Injury: $500,000  
General Aggregate: $1,000,000  
Products - Comp/Op Agg: $1,000,000 |
| | General Aggregate | Each Occurrence: $1,000,000  
Combined Single Limit (Ea accident): $1,000,000  
Bodily Injury (Per person): $500,000  
Bodily Injury (Per accident): $500,000  
Property Damage (Per accident): $1,000,000 |
| **Workers Compensation and Employers' Liability** | Occur  
Claims-Made | Each Occurrence: $1,000,000  
Aggregate: $1,000,000  
E.L. Each Accident: $1,000,000  
E.L. Disease - Ea Employee: $1,000,000  
E.L. Disease - Policy Limit: $1,000,000 |
| **Umbrella Liability** | Occur  
Claims-Made | Each Occurrence: $1,000,000  
Aggregate: $1,000,000  
E.L. Each Accident: $1,000,000  
E.L. Disease - Ea Employee: $1,000,000 |

**Policy Number:** USS1324035  
**Policy Effective Date:** 06/13/13  
**Policy Expiration Date:** 06/13/14  
**Per Claim:** $1,000,000  
**Aggregate:** $1,000,000

**Description of Operations / Locations / Vehicles:** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

---

**Certificate Holder:** CITY OF MENLO PARK  
ATTN: BLANCA PAPAS  
701 LAUREL ST  
MENLO PARK, CA 94025

**Cancellation:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

---

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# Certificate of Liability Insurance

**Producer:**
ACEC/MARSH
701 Market St, Ste. 1100
St. Louis, MO 63101
Sharon L. Zach

**Contact Information:**

<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>800-338-1391</td>
<td>888-621-3173</td>
</tr>
</tbody>
</table>

**Insured:**
MacLeod And Associates, Inc.
950 Center Street
San Carlos, CA 94070

**Insurers:**
- Insurer A: U. S. Specialty
- NAIC #29599

**Coverages and Certificate Number:**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Limits</th>
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<tbody>
<tr>
<td>General Liability</td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence $</td>
</tr>
<tr>
<td></td>
<td>Claims-Made</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Occur</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Automotive Liability</td>
<td>Any Auto</td>
<td></td>
<td></td>
<td></td>
<td>Combined Single Limit (Ea accident) $</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury (Per person)</td>
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<td>$</td>
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<tr>
<td></td>
<td>Bodily Injury (Per accident)</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Property Damage</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>Occur</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>Claims-Made</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Deductible</td>
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<td>$</td>
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</table>

**Description of Operations / Locations / Vehicles:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>A Professional Liability</td>
<td>06/13/12 06/13/13</td>
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<tr>
<td></td>
<td>PER CLAIM $1,000,000</td>
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<tr>
<td></td>
<td>AGGREGATE $1,000,000</td>
</tr>
</tbody>
</table>

**Certificate Holder:**
Entity: CTYMN
City of Menlo Park
Attn: Blanca Papas
701 Laurel St
Menlo Park, CA 94025

**Cancellation:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/13/12 06/13/13</td>
<td>PER CLAIM $1,000,000</td>
</tr>
<tr>
<td></td>
<td>AGGREGATE $1,000,000</td>
</tr>
</tbody>
</table>

**Certificate Date:**
06/08/12

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CONSENT CALENDAR: 

Authorize the City Manager to Execute Master Agreements for Professional Services with Multiple Consulting Firms for Engineering, Surveying, Inspection, Testing, and Other Administration Services

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute master agreements for professional services with multiple consulting firms for engineering, surveying, inspection, testing and other administration services up to budgeted amount each year. All the firms are listed in Table 1 of this staff report.

BACKGROUND

In past years, the City Council authorized the City Manager to execute master agreements with engineering, surveying, inspection, and testing firms in order to help facilitate development review and design, project management, inspection, testing and other administration services for the Public Works Department. Currently, master agreements with these, and/or other firms, will expire, leaving the engineering staff without the capability to quickly call on consulting assistance as needs arise. Historically, the firms selected for master agreements have been responsive and have a good track record with the work performed for the City.

ANALYSIS

The Public Works Department relies on contract professional services to perform some of the short-term, specialized tasks needed to carry out its projects and programs. Master agreements for professional services are efficient instruments for providing technical staff support. Such agreements shorten the time needed to identify qualified firms and enable the City to utilize their services on an as-needed basis for a specific activity. These services are obtained only for the length of time needed to complete the needed tasks and without incurring a long-term obligation for the City.

When such services by consultants are needed and master agreements are in place, staff contacts the firms on the list to obtain work order proposals with schedules and pricing. Following this, staff interviews as many firms as necessary to find the most appropriate level of expertise and knowledge, and negotiates the scope of work for the
engagement. As specific services are needed, purchase orders are issued that identify the services needed and establish a not-to-exceed amount and funding source. For example, staff plans to utilize inspection and project management services for the Street Resurfacing project this summer in order to augment the limited in-house staff that are available. For a project of this scope, with scheduling variations and the potential for multiple construction sites within the City, master agreements will allow staff to be more nimble in addressing the specific needs of the project and ensuring that the City receives the best possible finished product.

The master agreement is the same document as the City’s standard Services Contract, which requires the consultant to provide proof of insurance and to hold the City harmless for the work performed. The agreements will be for five years with an option to extend for two additional years.

The following table lists the consulting firms and the services they would provide. Staff has reviewed each firm’s Statement of Qualifications and found them to be acceptable.

**TABLE 1 - List of Firms For Services**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Service Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inspection</strong></td>
<td></td>
</tr>
<tr>
<td>Aerotek, Inc.</td>
<td>Inspection</td>
</tr>
<tr>
<td>Star Builders East Bay</td>
<td>Inspection</td>
</tr>
<tr>
<td><strong>Testing</strong></td>
<td></td>
</tr>
<tr>
<td>Testing Engineers, Inc.</td>
<td>Testing</td>
</tr>
<tr>
<td>Signet Testing Labs, Inc.</td>
<td>Testing</td>
</tr>
<tr>
<td>Bay Area Geotechnical Group</td>
<td>Testing/Geotechnical Engineering</td>
</tr>
<tr>
<td>AMS Consulting</td>
<td>Pavement Management</td>
</tr>
<tr>
<td><strong>Municipal Engineering</strong></td>
<td></td>
</tr>
<tr>
<td>CSG Consulting, Inc.</td>
<td>Development Review/Project Management</td>
</tr>
<tr>
<td>Harris &amp; Associates</td>
<td>Development Review/Project Management</td>
</tr>
<tr>
<td>Bureau Veritas North America</td>
<td>Development Review</td>
</tr>
<tr>
<td>Swinerton Management &amp; Consulting</td>
<td>Project Management</td>
</tr>
<tr>
<td>Lynx Technologies</td>
<td>GIS, Mapping</td>
</tr>
<tr>
<td><strong>Civil Engineering Design</strong></td>
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<tr>
<td>BKF Engineers</td>
<td>Civil Engineering/Surveying</td>
</tr>
<tr>
<td>McLeod Associates</td>
<td>Civil Engineering/Surveying</td>
</tr>
<tr>
<td>Wilsey Ham</td>
<td>Civil Engineering</td>
</tr>
<tr>
<td>Mark Thomas &amp; Company, Inc.</td>
<td>Civil Engineering/Transportation</td>
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<tr>
<td>Pakpour Consulting Group, Inc.</td>
<td>Civil Engineering</td>
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<tr>
<td>Freyer Laureta, Inc.</td>
<td>Civil Engineering</td>
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<tr>
<td>Schaaf &amp; Wheeler Consulting</td>
<td>Flood Control/Hydrology</td>
</tr>
</tbody>
</table>
### Traffic & Transportation

<table>
<thead>
<tr>
<th>Company</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Infrastructure Group (TIG)</td>
<td>Transportation</td>
</tr>
<tr>
<td>Whitlock &amp; Weinberger Transportation</td>
<td>Traffic/Transportation</td>
</tr>
<tr>
<td>Krupka Consulting</td>
<td>Traffic/Transportation</td>
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<tr>
<td>TJKM Transportation</td>
<td>Traffic/Transportation</td>
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<tr>
<td>DKS</td>
<td>Traffic Engineering</td>
</tr>
<tr>
<td>Kimley-Horn &amp; Associates, Inc.</td>
<td>Transportation</td>
</tr>
</tbody>
</table>

### Administration Services

<table>
<thead>
<tr>
<th>Company</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moore &amp; Associates</td>
<td>Marketing and Public Outreach</td>
</tr>
<tr>
<td>Articulate Solutions</td>
<td>Marketing and Public Outreach</td>
</tr>
<tr>
<td>Cascadia Consulting Services</td>
<td>Marketing, Public Outreach, and Program and Policy Analysis</td>
</tr>
<tr>
<td>S. Groner Associates, Inc.</td>
<td>Marketing</td>
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<tr>
<td>Gigantic Idea Studio</td>
<td>Marketing</td>
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</tbody>
</table>

### Landscape Architects

<table>
<thead>
<tr>
<th>Company</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verde Design</td>
<td>Landscape Architects</td>
</tr>
<tr>
<td>Callander Associates</td>
<td>Landscape Architects</td>
</tr>
<tr>
<td>Rhaa</td>
<td>Landscape Architecture-Planning</td>
</tr>
<tr>
<td>Fujiitrees Consulting</td>
<td>Landscape/Arborist</td>
</tr>
<tr>
<td>Royston Hanamoto Alley &amp; Abbey</td>
<td>Landscape Architecture-Planning</td>
</tr>
</tbody>
</table>

### IMPACT ON CITY RESOURCES

The contract amount for services will vary for each project, depending on the scope of services, the number and type of engineers and technicians used, and the public input needed. The hourly rates for services typically range from $50 to $250, depending on the area of expertise and experience required. The costs of these services are budgeted in the program or capital project for which the services are needed. No initial capital outlay is required for any contract.

### POLICY ISSUES

The recommendation is consistent with the City’s purchasing practices and does not represent any change to existing City policy.

### ENVIRONMENTAL REVIEW

No environmental review is required to authorize these master agreements for professional services. Environmental review will be conducted separately for each capital improvement project.
PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

None

Report prepared by:
Fernando Bravo
Engineering Services Manager