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

Amendment #: 1398.3

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND WILSEY HAM

THIS THIRD AMENDMENT is made and entered into this 10/6/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and WILSEY HAM, 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 task orders for the following projects:
• Design Services for Middle Avenue Pedestrian Improvements,
• Land surveying Services 2019 Street Resurfacing,
• Bedwell Bayfront Park Topographic Survey and
• Re-establish Survey Monument

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. 1398, 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. 1398 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
Jeff Wong
Printed name
94-1354599
Tax ID#

10/5/2020

FOR CITY OF MENLO PARK:

Signature
Starla Jerome-Robinson
Printed name
Starla Jerome-Robinson, City Manager

10/5/2020

APPROVED AS TO FORM:

Signature
Cara E. Silver
Printed name
Cara E. Silver, Interim City Attorney

10/5/2020

ATTEST:

Signature
Judi A. Herren, City Clerk

10/6/2020
AGREEMENT AMENDMENT

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

Amendment #: 1398-A2

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND WILSEY HAM

THIS SECOND AMENDMENT is made and entered into this 6 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and WILSEY HAM, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section III. COMPENSATION AND PAYMENT of Agreement No. 1398, 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. 1398, 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. 1398, 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. 1398 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: Jeffrey Wong
Printed name: Jeffrey Wong
Tax ID#: 94-1354599
Date: 5/31/19
Title: CFO

APPROVED AS TO FORM:

Signature: [Signature]
Date: 6/4/19
William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

Signature: [Signature]
Date: 4/6/19
Starla Jerome-Robinson, City Manager

ATTEST:

Signature: [Signature]
Date: 6/10/19
Judi A. Herren, City Clerk
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

WILSEY HAM
Engineering, Surveying & Planning

MENLO PARK
2019/2020 Charge Rate Fee Schedule

I. Charge Rate Fee Schedule

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus incurred expenses and will be the sum of all the items set forth below:

A. Personnel Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Per Hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer/Surveyor</td>
<td>$233</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Supervising Eng/Surveyor</td>
<td>216</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Managing Engineer/Surveyor</td>
<td>206</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Senior Engineer/Project Mgr.</td>
<td>194</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>184</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Engineer II</td>
<td>173</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Engineer I</td>
<td>163</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>147</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>135</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>151</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Designer/Technician II</td>
<td>$147</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Designer/Technician I</td>
<td>135</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Cad Operator/Drafter II</td>
<td>122</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Designer/Technician</td>
<td>111</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>81</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Technical Assistant</td>
<td>69</td>
<td>Per Hr</td>
</tr>
<tr>
<td>2 Person Survey Crew</td>
<td>249</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Contract Personnel</td>
<td>2x</td>
<td>Invoice</td>
</tr>
<tr>
<td>Outside Survey Specialist</td>
<td>173</td>
<td>Per Hr</td>
</tr>
</tbody>
</table>

*Effective July 1, 2019 through June 30, 2020 and subject to revision annually thereafter.

B. Reimbursable Expenses

1. Travel & Transportation Expenses:
   a) Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a handling charge of 15%.
   b) Fifty-eight cents ($0.58) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and fifteen dollars ($15.00) per hour for use of vehicles carrying field survey equipment or used for field inspection and supervision.

2. Miscellaneous Expenses:
   a) The cost of materials, supplies, reproduction work, agency filing fees, and other services, including communication expenses, plus a handling charge of 15%.

C. Outside Services

a) Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional, or technical firms engaged in connection with the order, plus 15% handling charge.

Table 20168
**AGREEMENT COVER SHEET**

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

<table>
<thead>
<tr>
<th>Contract #: 1398.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project manager: Chris Lamm</td>
</tr>
</tbody>
</table>

- [ ] Time sensitive  
- [ ] New agreement  
- [ ] Attest only  
- [x] Amendment  
- [ ] Fees and Term

**First party:** Wilsey Ham  
**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 - $250,000  
**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  
- [x] City Manager  
- [ ] City Council

- [ ] Language modifications were made to the template  
- [x] 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:**  
- [x] Three (3) Originals of agreement  
- [ ] Staff report  
- [ ] Prior agreement/amendments(s) for reference  
- [ ] PO/Check requisition  
- [ ] Other/Comment

**Approval:**

![Signature](signature)

**Supervisor:** Justine Murphy  
**Department Head:**

**Administrative Services/Finance:**

**City Attorney:**

**Routing:** Department, City Clerk, City Attorney, Administrative Services/Finance, (City Manager), City Clerk, Vendor, Department
AGREEMENT AMENDMENT

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND WILSEY HAM

THIS FIRST AMENDMENT is made and entered into this [20] day of [May], 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and WILSEY HAM, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section III. COMPENSATION AND PAYMENT of Agreement No. 1398, 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. 1398, 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. 1398, to read as follows:

"This agreement shall remain in effect for the period of April 8, 2018 through June 30, 2019 unless extended, amended or terminated in writing by City."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1398 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: Jeff Wong
Printed name: Jeff Wong
Tax ID#: 94-1354599

Date: 4/20/18
Title: CFO

APPROVED AS TO FORM:

Signature: William L. McClure, City Attorney
Date: 5-8-18

FOR CITY OF MENLO PARK:

Signature: Alex D. McIntyre, City Manager
Date: 5/14/18

ATTEST:

Signature: Judi Herron, City Clerk
Date: 5/31/18
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

WILSEYHAM
Engineering, Surveying & Planning

2018 Charge Rate Fee Schedule

I. Charge Rate Fee Schedule

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus incurred expenses and will be the sum of all the items set forth below:

A. Personnel Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer/Surveyor</td>
<td>$222</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Supervising Engineer</td>
<td>206</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Managing Engineer/Surveyor</td>
<td>196</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Senior Engineer/Project Mgr.</td>
<td>185</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>175</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Engineer II</td>
<td>165</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Engineer I</td>
<td>155</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>140</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>129</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>144</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Designer/Technician II</td>
<td>$140</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Designer/Technician I</td>
<td>129</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Cad Operator/Drafter II</td>
<td>118</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Designer/Technician</td>
<td>108</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>79</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Technical Assistant</td>
<td>67</td>
<td>Per Hr</td>
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<tr>
<td>2 Person Survey Crew</td>
<td>242</td>
<td>Per Hr</td>
</tr>
<tr>
<td>Contract Personnel</td>
<td>2x</td>
<td>Invoice</td>
</tr>
<tr>
<td>Outside Survey Specialist</td>
<td>165</td>
<td>Per Hr</td>
</tr>
</tbody>
</table>

*Effective through December 31, 2018 and subject to revision annually thereafter.*

B. Reimbursable Expenses

1. Travel & Transportation Expenses:
   a) Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a handling charge of 15%.
   b) Fifty-three cents ($0.53) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and fifteen dollars ($15.00) per hour for use of vehicles carrying field survey equipment or used for field inspection and supervision.

2. Miscellaneous Expenses:
   a) The cost of materials, supplies, reproduction work, agency filing fees, and other services, including communication expenses, plus a handling charge of 15%.

C. Outside Services

   a) Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional, or technical firms engaged in connection with the order, plus 15% handling charge.

Table 20163
### AGREEMENT COVER SHEET

**City Manager's Office**  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>1398-A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project manager:</td>
<td>Azalea Mitch</td>
</tr>
<tr>
<td>Department:</td>
<td>Public Works</td>
</tr>
<tr>
<td>Date:</td>
<td>4/25/2018</td>
</tr>
</tbody>
</table>

- [ ] Time sensitive  
- [ ] New agreement  
- [ ] Attest only  
- [x] Amendment  
- [ ] Fees and Term

<table>
<thead>
<tr>
<th>First party:</th>
<th>Wilsey Ham</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of agreement:</td>
<td>Professional Services</td>
</tr>
</tbody>
</table>

**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 April 4, 2018 to June 30, 2019 and change the hourly rates for Professional Services, Engineering, Surveying, Inspection, Testing, and Other Administration Services.

| Agreement amount: | $10,000 - $250,000 |  
| Begin date: | 4/8/2018 |  
| End date: | 6/30/2019 |  
| Approved budget: | $28 million |  
| Budget year: | 2018-19 |  
| Available budget: | $28 million |  

**Funding account:**

**Required approval:**  
- [ ] Department  
- [x] City Manager  
- [ ] City Council

- [ ] Language modifications were made to the template  
- [x] 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:**  
- [x] Three (3) Originals of agreement  
- [x] Staff report  
- [ ] Prior agreement/amendments(s) for reference  
- [ ] PO/Check requisition  
- [ ] Other/Comment

**Approval:**

<table>
<thead>
<tr>
<th>Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Murphy</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Head</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Attorney</td>
</tr>
</tbody>
</table>

**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
WILSEY HAM

THIS AGREEMENT, made and entered into at Menlo Park, California, this day of 2013, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and Wilsey Ham 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:

Jeff Peterson  
Wilsey Ham  
3130 La Selva Street Suite 100  
San Mateo, CA 94403  
jpeterson@wilseyham.com

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:
[Signature]
City Clerk, City of Menlo Park

FIRST PARTY:

Wilsey Ham

By ________________________

Name & Title Jeff Peterson
"FIRST PARTY"

President
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 12, 2013

Blanca T. Papas
City of Menlo Park – Public Works
701 Laurel Street
Menlo Park, CA 94025

Re: Statement of Qualifications for Civil Engineering and Land Surveying Services

Dear Ms. Papas:

Wilsey Ham is pleased to submit this updated Statement of Qualifications to the City of Menlo Park for a new Master Agreement for Public Works projects. We are delighted at the opportunity to continue our working relationship with the City of Menlo Park. We believe that our breadth of skills and experience combined with our attention to detail and cost-conscious approach to design and plan preparation will be of great value to the City.

This Statement of Qualifications (SOQ) is being submitted for providing civil engineering and land surveying services for a wide variety of projects. Wilsey Ham routinely provides public agencies the design and bid documents for pavement rehabilitation, street reconstruction projects, storm drain, sewer and waterline projects as well as staff augmentation services such as improvement plan and map checking. We have also recently added municipal pump station design to the services that we provide to public agencies.

Our key staff members included in our SOQ gives Wilsey Ham the ability to provide the experience and technical expertise needed for any type of project. A brief description of each team member is included in Section 2 and is followed by their resume which provides a sample of applicable design projects they have performed at Wilsey Ham.

Wilsey Ham's hallmark is our high level of responsiveness to our client's needs and results in repeat business from both our public sector and private sector clients. It is Wilsey Ham's goal to provide accurate designs and high quality level of service to the City of Menlo Park in the most cost effective manner. We pride ourselves in our practical approach to projects and the benefits that we can provide to cities.

As a Principal of the firm, I am authorized to bind Wilsey Ham by contract with the City of Menlo Park. We hope that the information provided in this SOQ will prove our experience, dedication and strong interest in working with the City again.

Thank you for the opportunity to submit this Statement of Qualifications to the City of Menlo Park. Please do not hesitate to contact me at (650) 286-8415 if you would like any additional information on our past projects, staff experience and client references.

Very Truly Yours,

WILEY HAM

[Signature]

Jay Peterson
President

3130 La Selva Street, Suite 100 ■ San Mateo, CA 94403 ■ 650/349-2151 ■ Fax 650/345-4921
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CITY OF MENLO PARK  
Statement of Qualifications  
Civil Engineering and Land Surveying

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1.1 General Information

Wilsey Ham is a privately owned, California corporation celebrating our 71st consecutive year of business in the Bay Area. Throughout our history, public sector work has been a staple of the firm. As the Bay Area has continued to grow and redevelop, Wilsey Ham has played a prominent role in providing engineering services for local municipalities as well as private development clients. The firm currently has two offices: a corporate office located in San Mateo and a branch office located in Chico.

1.2 Civil Engineering Design

We provide a wide range of Civil Engineering Design and Land Surveying Services to our Public Agency clients. Below you will find a list of our routinely provided design services organized by type of project.

Street, Highway and Pavement Projects

- Street and highway geometric layout and design and construction document preparation
- Asphalt and concrete pavement rehabilitation design including pavement recycling and the preparation of plans, specifications, estimates and bid packages
- Pavement structural section design
- Asphalt overlay design based upon deflection testing
- Pavement rehabilitation design to address conditions such as cracking, drying, traction issues, etc.

Insurance

Wilsey Ham is fully insured. The types of insurance and coverage limits are shown below:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$2,000,000/year agg.</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000/claim</td>
</tr>
<tr>
<td></td>
<td>$2,000,000/year agg.</td>
</tr>
<tr>
<td></td>
<td>$25,000 deductible</td>
</tr>
<tr>
<td>Automotive Liability</td>
<td>$1,000,000 Limit</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>$1,000,000 Limit</td>
</tr>
</tbody>
</table>
• The design for repair or improvement of pavement drainage, as well as curb and gutter, sidewalk and driveway replacements
• ADA improvements
• Bikeway design
• Safe Routes to School designs

**Storm Drain Projects**

• Hydrologic modeling of drainage basins for both master planning and detailed design
• Hydraulic modeling of existing and proposed storm drain systems
• Detention facility design and hydromodification compliance
• Creek restoration and flood control channel design
• Evaluation of appropriate construction methods including trenchless construction methods
• Preparation of SWPPP’s, NOI’s, C.3 calculations and other water quality documentation
• Permitting assistance for applications to regulatory agencies such as RWQCB, the Department of Fish and Game, Army Corps of Engineers and Caltrans
• Pump station design

**Water Systems**

• Water system hydraulic modeling
• Water system design and preparation of plans, specifications, estimates and bid packages
• Evaluation of appropriate construction methods including trenchless construction methods

**Sanitary Sewer Systems**

• Sewer system hydraulic modeling for both master planning and detailed design
• Sewer system design and preparation of plans, specifications, estimates and bid packages
• Evaluation of appropriate construction methods including trenchless construction methods
• Pump station design

**Trenchless Technology Projects**

• Evaluation and recommendation of various technologies for trenchless utility rehabilitation and installation on multiple projects, such as pipe bursting, cured in place pipe, micro-tunneling and horizontal directional drilling

**Engineering Structures**

• Design of various types of retaining walls including standard cantilever walls, soldier pile walls, retained earth walls, MSE walls, sheet pile and gravity block walls
• Custom box culvert designs, including wing walls
• Specialized underground vaults
• Foundation design for pre-fabricated bridges.
1.3 Land Surveying & Mapping

Wilsey Ham provides a full array of surveying and mapping services to Cities and other Public Agencies. These services include those listed below.

**On Call Survey Services to Public Agencies**
- GPS and control surveys
- Topographic surveying
- Aerial photogrammetry
- Right-of-way surveying and engineering
- Boundary surveying
- Development of City benchmark circuits

1.4 Drafting and Other Services

Wilsey Ham uses AutoCAD for preparation of plans and maps. Our annual Autodesk subscription keeps us up to date on software releases and our company is currently using Civil 3D 2012. We have developed and implemented a company CAD Standard to expedite plan and map preparation and to efficiently create consistency in our deliverables to the benefit of our clients.

**Additional routine services provided by Wilsey Ham are listed below.**

**Development Plan Checking**
- Plan checking services to Municipalities for private development permitting including review of improvement plans and supporting calculations
- Map checking services to Municipalities for private development parcel maps, final maps and lot line adjustments

**Master Planning Services**
- Preliminary analysis and design services for planning redevelopment areas
- Analysis of existing facilities including roadways, storm drain, water and sewer systems
- Hydrologic and hydraulic calculations for infrastructure for future planned development

**Assessment District Engineering**
- Prepare preliminary and final design for the formation of Assessment Districts
- Serve as Engineer of Record in the formation of Assessment Districts
2 Key Team Members

A brief introduction to our key team members is shown below and is followed by a detailed resume for each person.

Jeff Peterson, P.E.
Principal
Supervising Engineer

Jeff Peterson has acquired a wide range of engineering and management experience in over 31 years of practice in the civil engineering profession. He has served as the Project Manager on a wide range of projects including:

- Assessment districts
- Street reconstruction projects
- Pavement rehabilitation projects
- Municipal water, sewer and storm drain design projects

In addition, Mr. Peterson has also worked in the public sector as a City Engineer, Public Works Director and City Manager. This unique combination of engineering and management experience has provided Jeff with an invaluable insight in understanding city processes, and has developed his management skills in demanding, multiple-priority environments. These skills combined with his technical knowledge of engineering issues provide Mr. Peterson with the ability to successfully manage multi-faceted projects with considerable agency coordination.

Ken Moore, P.L.S.
Principal
Supervising Engineer

With more than 35 years of survey experience, Ken Moore is experienced in all phases of survey work. He is a Principal of the firm and Vice President of Survey and Mapping.

Ken oversees all of Wilsey Ham’s survey functions. He has been responsible for performing all aspects of land surveying including:

- Control Surveys, both large and small
- Topographic Surveys, by aerial and ground methods
- Right of Way Engineering
- Construction Surveys
- Digital Mapping
- GIS Mapping
- Utility location and relocations
- Hazard Material Surveying
- Legal Descriptions and Plats
- Subdivision & Parcel Mapping
- ALTA Surveys

Ken routinely provides survey map checking services for cities and has set up and/or re-calibrated city-wide bench mark systems.

Ken Selby, P.E.
Project Engineer
Senior Engineer

Ken Selby has nearly 40 years experience in engineering design and construction. Over the years he has worked on a wide variety of projects. His experience includes:

- Design of Engineering structures including retaining walls, vaults, box culverts
- Bridge and overcrossing design
- Sewer design and rehabilitation
- Storm drainage and hydraulics projects
- Water system design
- Tunneling projects
- Rail transit and highway system design
- Airport design
- Port and marine facilities
- Mining facilities
Fossil fuel, cogeneration and nuclear power plant design

In addition to his design projects, Ken provides structural and drainage calculation review to meet our Public Agency Plan Check needs. As a Senior Engineer, he also regularly mentors, guides and directs our other engineering staff members to further their professional development.

Brandon Davis, P.E.

Project Manager
Senior Engineer

Brandon’s design capabilities include site planning, land development, hydrologic and hydraulic analyses, water, sewer and storm drain design, pavement rehabilitation design, retaining wall design and street and highway design. In his 13 years with Wilsey Ham, Brandon has designed a multitude of projects including:

- Public roadways and state highways
- Water, sewer and storm drain systems
- Bikeways
- Street improvements
- Residential subdivisions
- Mixed-use developments
- Retail/commercial developments
- Multi-family housing
- Affordable and senior housing
- Biotech and industrial parks
- Schools and other institutional facilities
- Parking lots

This experience gives him the ability to use his technical design skills to identify the potential impacts of design issues on a project as a whole and to identify possible solutions on projects with complicated constraints.

His management responsibilities include supervision of engineering design and preparation of plans, specifications and estimates, and coordinating with clients, agencies and contractors regarding project design. He has helped clients obtain project approvals and permits from agencies such as Caltrans, the Regional Water Quality Control Board, the Department of Fish and Game, the Army Corps of Engineers and the Division of the State Architect.

Amy Dunning, P.E.

Project Manager
Senior Engineer

Amy has 15 years experience in engineering design related to land development and public works improvement projects. Her experience includes:

- Street reconstruction design
- Water, sewer and storm drainage design projects
- Watershed hydrology
- Storm water management
- Floodplain studies
- Stream restoration projects
- Erosion control and SWPPP (QSD)

Her detail oriented approach to projects and excellent communication skills enable her to successfully deliver projects to meet our client’s needs.

Donald Toy, P.E.

Project Manager
Managing Engineer

Donald Toy has over 21 years of experience in the design of sanitary sewer systems and pump stations for public agencies. He started his civil engineering career with the West Valley Sanitation District where he learned the fundamentals of design as well as the practical issues associated with sanitary sewer design and maintenance. The subsequent 15 years Donald worked as a consulting engineer designing and managing numerous types of sanitary sewer projects including trunk lines and pump stations. He recently served as the District
Administrator for the Burbank Sanitary District and County Sanitation District No. 2-3 in San Jose. Details of his experience are included in his attached resume. In addition to his technical expertise, Donald is an excellent communicator and project manager.

Wendy Wellbrock, P.E.
Project Engineer
Engineer II

Wendy’s civil engineering design experience includes sanitary sewer and storm drain design, water systems, grading, and the preparation of technical specifications. Other duties include plan preparation, project coordination, permitting, agency coordination, and construction assistance services. Wendy has experience with the following types of projects:
- Roadway design
- Storm drain design
- Water system design and plan preparation
- Sewer system design and plan preparation
- Mixed-use developments
- Retail/commercial developments
- Biotech and industrial parks
- Residential subdivisions
- Parking lots
- Retaining walls
- Erosion control and SWPPP (QSD)

Phil DiGirolamo
Project Designer
Senior Designer / Technician

Mr. DiGirolamo worked for nearly 40 years as an engineering technician on a wide range of civil engineering and surveying projects. He has served as lead designer on numerous public works and private development project types including:
- Public roadways and street improvements
- Parking lots
- Bikeways
- Residential subdivisions
- Mixed-use and retail/commercial
- Multi-family housing
- Affordable and senior housing
- Biotech and industrial parks
- Schools and other institutional facilities

Eric Cohen, P.E.
Project Engineer
Engineer I

Mr. Cohen’s experience in civil engineering began in 2006 and includes a wide variety of civil engineering projects. Eric’s duties include plan preparation, project coordination, permitting, agency coordination, and construction assistance services. Eric has experience with the following types of projects:
- Public roadways
- Private roadways
- Parking lots
- Mixed-use and retail/commercial developments
- Residential subdivisions
- Public utilities
- Multi-use trails
- Erosion control and SWPPP (QSD)
JEFF M. PETERSON, PE
Principal

JEFF PETERSON has acquired a wide range of engineering and management experience in his 31 years in the civil engineering profession. He has served as the Principal or Project Manager on a variety of projects including:

- Street reconstruction projects
- Pavement rehabilitation projects
- Municipal water, sewer and storm drain projects
- Assessment districts
- Biotechnical research and development business parks

In addition, Mr. Peterson has also worked in the public sector as a City Engineer, Public Works Director and City Manager. This unique combination of engineering and management experience has provided Jeff with an invaluable insight in understanding city processes, and has developed his management skills in demanding, multiple-priority environments. These skills combined with his technical knowledge of engineering issues provide Mr. Peterson with the ability to successfully manage multi-faceted projects with considerable agency coordination.

Some of Mr. Peterson’s recent projects include:

- Downtown Burlingame Avenue Area, Water, Sewer and Storm Drain Improvements, Burlingame, CA
- Sanitary Sewer Rehabilitation Projects, City of Berkeley, Berkeley, CA
- Levee Pathway Improvements and Repair Project, Foster City, CA
- Ravenswood Business District, City of East Palo Alto, CA
- Pacifica Police Station, City of Pacifica, CA
- Laguna Avenue Flood Study, City of Burlingame, CA
- Marsten SD Outfall Structure, City of Burlingame, CA
- Easton Creek Widening, City of Burlingame, CA
- Runnymede SD Improvements, City of East Palo Alto, CA
- Polhemus Avenue SD Improvements, Town of Atherton, CA
- Sanchez Creek Box Culvert Rehabilitation, City of Burlingame, CA
JEFF M. PETERSON, PE

Principal

- Easton Creek Improvements at Rollins Rd & N. Carolan, City of Burlingame, CA
- BCDC Bay Trail, Genentech, Inc., South San Francisco, CA
- Sanchez Creek Culvert Replacement Project, City of Burlingame, CA
- Portola Valley and Los Altos Hills Hydraulic Review, Town of Portola Valley, CA
- Corte Madera Creek Erosion Control, Town of Portola Valley, CA
- Town of Los Altos Hills, Plan Checking Services, Los Altos Hills, CA
- Merrydale Overcrossing, City of San Rafael, CA
- Pedestrian/Equestrian Pathway Projects, Town of Portola Valley, CA
- Pedestrian/Equestrian Pathway Projects, Town of Los Altos Hills, CA
- California Drive Storm Drain Project, City of Burlingame, CA
- Cabrillo Storm Drain Project, City of Burlingame, CA
- East Third Avenue Water Main Extension, City of Foster City, CA
- Pump Station #8, City of South San Francisco, CA
- Pump Station #3 and Swift Avenue Sanitary Sewer Project, City of South San Francisco, CA
- West Loyola Sewer Project, Town of Los Altos Hills, CA
- East Grand, Allerton and Forbes Sewer Project, City of South San Francisco, CA
- Pump Station #4, City of South San Francisco, CA
- East of Highway 101, Sanitary Sewer Improvements, City of South San Francisco, CA
- Los Trancos Woods Sanitary Sewer Improvements, Town of Los Altos Hills, CA
- Standard Plans and Specifications, Town of Los Altos Hills, CA
- 2003 Street Rehabilitation Project, City of Mill Valley, CA
- East Grand Avenue Pavement Improvements, City of South San Francisco, CA
- Sir Francis Drake Boulevard Pavement Rehabilitation, City of Larkspur, CA
- Sir Francis Drake Boulevard Pavement Rehabilitation, County of Marin, CA
- Belle Haven Streetscape Overall Improvements, City of Menlo Park, CA
- Elena Road Pavement and Storm Drain, Town of Los Altos Hills, CA
- Rengstorff Interchange Project, City of Mountain View, CA
- Route 1 Bridge Replacement, City of Pacifica, CA
KENNETH P. MOORE
Principal/ Survey Manager

With more than 36 years of survey experience, 31 years with Wilsey Ham, Ken Moore is experienced in all phases of survey work. He is a principal of the firm and in charge of Survey and Mapping.

Ken has managed, or had significant involvement, in a variety of projects that involve all aspects of Land Surveying, Mapping and Construction. These projects include:

- Construction staking projects
- Topographic Surveys, by aerial and ground methods
- Right of Way Engineering
- Construction Surveys
- Digital Mapping
- GIS Mapping
- Utility location and relocations
- Hazard Material Surveying
- Legal Descriptions and Plats
- Subdivision & Parcel Mapping
- ALTA Surveys.

He has managed many Topographic Surveys, from small to large. Some smaller projects include single site topographic surveys for site design work or utility design. These projects have been done for private and public clients throughout Northern California. Some larger projects include:

- 5,000 acre survey for Kaiser Cement in Santa Clara County
- Hydrographic/Topographic Survey for the Alameda Naval Air Station and its approaches, including ground facilities
- Preparation and Recording 10+ Parcel and Subdivision maps per year
- Topographic and GIS Mapping for the 150-acre Genentech Campus in South San Francisco
- Control and Topographic Surveys of the entire Rt. 237 corridor from Rt. 101 to Rt. 880 in Santa Clara County

The above surveys were performed by ground and aerial methods. Control surveys were performed using the state of the art in total stations and GPS technology.

Ken has also done many Right of Way Engineering projects. These include small projects for municipalities doing slide repair, road widening, utility or right-of-way relocations and other various small one site kinds of projects including: slide repairs for Portola Valley, widening
Kenneth P. Moore, LS
Principal/ Survey Manager

Projects

- Twin Creeks Drive Extension Plan Line Study, City of San Ramon, CA
- General Survey Services, Town of Los Altos Hills, CA
- General Survey Services, Town of Portola Valley, CA
- General Survey Services, Town of Atherton, CA
- On Call Survey and Mapping Services, City of Belmont, CA
- Colma Creek Flood Control Project, San Mateo County Flood Control, Redwood City, CA
- Ravenswood Business District Layout and Development, City of East Palo Alto, CA
- Colma Creek Master Plan Improvements, County of San Mateo, Redwood City, CA
- Proulx Drainage, Proulx Family, Atherton, CA
- Atherton Creek Crossings at Elena Ave and Berry Lane, Town of Atherton, CA
- Mills Ave Box Culvert & JPB Railroad Crossing, City of Burlingame, CA
- Easton Creek Improvements at Rollins Rd & N. Carolan, City of Burlingame, CA
- Laguna Avenue Flood Study, City of Burlingame, CA
- Sanchez Creek Culvert Replacement Project, City of Burlingame, CA
- Adrian Road Drainage Project, City of Burlingame, CA
- Cabrillo Road Drainage Project, City of Burlingame, CA
- California Drive Box Culvert Design & Culvert Cleaning, City of Burlingame, CA
- 2003 through 2006 Street Rehab Projects, City of Mill Valley, CA
- Oakland Schools GIS, Utility and Topo Survey Lazear School Oakland Unified SD, CA
- Havens Elementary School – Piedmont USD, ATI Architects, Piedmont, CA
Kenneth P. Moore, LS  
Principal/ Survey Manager

- Genentech Utility Study - SSF Campus, Genentech, Inc., South San Francisco, CA
- St. Mathews Place Condominium Project, SummerHill Homes, San Mateo, CA
- Oakland Schools GIS, Utility and Topo Survey, Montera, School Oakland
- On Call Survey Services, Mt Diablo Unified School District, Concord, Walnut Creek, Pleasant Hill, CA
- Kaiser Hospital -14 sites, Kaiser Permanente, Santa Clara and San Jose, CA
- Ellerhorst Elementary School, Hamilton + Aitken Architects, Pinole, CA
- Homestead High School, Deems Lewis McKinley, Cupertino, CA
- Anderson-Rowe Ranch Subdivision, SummerHill Homes, Novato, CA
- Bair Island Marina, Redwood City, CA
- On Call Genentech Campus Mapping, Genentech Inc., South San Francisco, CA
- Right-of-way Engineering, Santa Clara County Traffic Authority, Santa Clara, CA
- Right-of-way Engineering, City of South San Francisco, CA
- Topographic Mapping-East of Rt. 101, City of South San Francisco, CA
- Hewlett Packard Palo Alto Campus Mapping, MPA Design, CA
- Hewlett Packard Cupertino Campus Mapping, MPA Design, CA
- Hewlett Packard Roseville Campus Mapping, MPA Design, CA
- Parcel Mapping, ALTA and Construction Staking, Catholic Healthcare West, Redwood City, CA
- Stanford Utility and Base Mapping, Stanford University, Palo Alto, CA
- Map Checking Services, City of Novato, CA
- Ethel Avenue Slope Repair, City of Mill Valley, CA
- Sharp Park Road Realignment and Widening, City of Pacifica, CA
Kenneth P. Moore, LS
Principal/ Survey Manager

- Survey Support Services, Santa Clara County Traffic Authority, Santa Clara, CA
- Chestnut Street Reconstruction, City of Redwood City, Redwood City, CA
- Avian Glen Apartments, Affirmed Housing Group, Vallejo, CA
- Beach Road Bridge Replacement, City of Burlingame, CA
- Davis Street I-880 Ramp Reconstruction, City of San Leandro, CA
- City Lights/Marbella, Watt Communities, South San Francisco, CA
- Purrissima Road Pathway Improvements, Town of Los Altos Hills, CA
- Busch Corporate Center Mapping, Busch Properties, Fairfield, CA
- Detention Basin at Busch Corporate Center, Busch Properties, Fairfield, CA
- Horner/Veasy Infrastructure Needs Assessment, City of Union City, CA
KENNETH G. Selby, PE

Senior Engineer

KEN SELBY has 38 years experience in engineering design and construction. Over the years he has worked on a wide variety of projects however most of his work has focused on large and small scale capital improvement projects. His experience includes:
- Sanitary sewer and water design
- Storm drainage and hydraulics projects
- Retaining wall and engineering structure projects
- Bridge and overcrossing design
- Municipal facilities design and renovation
- Tunneling projects
- Rail transit and highway system design
- Airport design
- Port and marine facilities
- Mining facilities
- Fossil fuel, cogeneration and nuclear power plant design
- Biotechnical research and development business parks

In addition to his design projects, Ken provides structural and drainage calculation review to meet our Public Agency Plan Check needs. As a Senior Engineer, he also regularly mentors, guides and directs our other engineering staff members to further their professional development.

Some of Mr. Selby’s projects include:

Projects
- East of 101 Sanitary Sewer Upgrade, City of South San Francisco, CA
- Marsten SD Outfall Structure, City of Burlingame, CA
- Easton Creek Widening, City of Burlingame, CA
- Runnymede SD Improvements, City of East Palo Alto, CA
- Polhemus Avenue SD Improvements, Town of Atherton, CA
- Sanchez Creek Box Culvert Rehabilitation, City of Burlingame, CA
KENNETH G. Selby, PE

Senior Engineer

- Bair Island Flood Wall Extension, City of Redwood City, CA
- City Combined Miscellaneous Drainage Projects, Eight Projects, Town of Atherton, CA
- Caltrans Route 1 Bridge Flood Stage Analysis Project, City of Pacifica, CA
- Box Culvert Structural Modifications Project, City of Burlingame, CA
- Miscellaneous City Wide Drainage Project, Eleven Projects, City of Burlingame, CA
- Catamaran Park Sheet Pile Bulkhead Project, City of Foster City, CA
- Genentech 10-Year Master Utility Plan, Genentech, Inc., South San Francisco, CA
- Hillsborough Hydraulic Analysis, Town of Hillsborough, Hillsborough, CA
- Hillsborough Sanitary Sewer Analysis & Design, Town of Hillsborough, CA
- Elena Road Sanitary Sewer Project, Town of Los Altos Hills, CA
- Fair Oaks Sanitary Sewer Project, County of San Mateo, CA
- Ravenswood Business District Layout and Development, City of East Palo Alto, CA
- Portola Valley and Los Altos Hills Hydraulic Review, Town of Portola Valley, CA
- Detention Basin at Busch Corporate Center, Busch Properties, Fairfield, CA
- Colma Creek Master Plan Improvements, County of San Mateo, CA
- Colma Creek Flood Control Project, San Mateo County Flood Control District, CA
- Atherton Creek Crossings at Elena Ave and Berry Lane, Town of Atherton, CA
- Mills Ave Box Culvert & JPB Railroad Crossing, City of Burlingame, CA
- Easton Creek Culvert Improvements at Rollins Road, City of Burlingame, CA
- Easton Creek Culvert Improvements at North Carolan Avenue, City of Burlingame, CA
- Laguna Avenue Flood Study, City of Burlingame, CA
- Adrian Road Drainage Project, City of Burlingame, Burlingame, CA
- Cabrillo Road Drainage Project, City of Burlingame, Burlingame, CA
KENNETH G. Selby, PE
Senior Engineer

- California Drive Box Culvert Design & Culvert Cleaning, City of Burlingame, CA
- Mt. Diablo Elementary School Pedestrian Bridge and Pathway, MDUSD, Clayton, CA
- BCDC Bay Trail, Genentech, Inc., South San Francisco, CA
- Beach Road Bridge Foundation Design, City of Burlingame, CA
- Colma Creek San Mateo Avenue Bridge Crossing, City of South San Francisco,
- 2006 Street Rehab Project, City of Mill Valley, CA
- 2005 Street Rehab Project, City of Mill Valley, CA
- 2004 Street Rehab Project, City of Mill Valley, CA
- 2003 Street Rehab Project, City of Mill Valley, CA
- Ethel Ave Slope Repair, City of Mill Valley, CA
- Alpine Road Repair Project, Town of Portola Valley, CA
BRANDON'S design capabilities include hydrologic and hydraulic analyses, water, sewer and storm drain design, pavement rehabilitation design, retaining wall design, street and highway design, site planning and land development. Brandon has designed a multitude of projects including:

- Drainage detention/retention projects
- Rural drainage systems
- Storm drain, water and sewer design
- Storm damage evaluation and repairs
- Public roadways
- Parking lots
- Bikeways
- Street improvements
- Residential subdivisions
- Mixed-use and retail/commercial developments
- Multi-family
- Affordable and senior housing
- Biotech and industrial parks
- Schools and other institutional facilities

Many of Brandon’s site development projects have included off-site design for storm drainage and other utilities as well. This broad range of experience gives him the ability to use his technical design skills to identify the potential impacts of design issues on a project as a whole and to identify possible solutions on projects with complicated constraints.

His management responsibilities include supervision of engineering design and preparation of plans, specifications and estimates, and coordinating with clients, agencies and contractors regarding project design. He has helped clients obtain project approvals and permits from agencies such as Caltrans, the Regional Water Quality Control Board, the Department of Fish and Game, the Army Corps of Engineers and the Division of the State Architect among others.

Some of the projects on which Mr. Davis was the Project Manager or Project Engineer include:

Projects

- West Loyola Sanitary Sewer Project, Town of Los Altos Hills, CA
- Route 1 Bridge Replacement at San Pedro Creek, City of Pacifica, CA
Brandon S. Davis, PE

Senior Engineer

- Sir Francis Drake Boulevard Resurfacing East, County of Marin, CA
- Sir Francis Drake Boulevard Resurfacing West, City of Larkspur, CA
- Alhambra Avenue (North) Improvement Project, City of Martinez, CA
- Green Valley School Parking Lot and Drop-Off, Town of Danville, CA
- Upper Happy Valley Road Pathway, UHvia, Lafayette, CA
- Deerwood Road Extension/Omega Road, City of San Ramon, San CA
- Rose Street And Linda Mesa Drive Street Improvements, Town of Danville, CA
- Pedestrian Railroad Crossings Project, City of Galt, CA
- Old Town One-way Traffic Operations, City of San Pablo, CA
- Mission San Jose Treatment Plant Access Road Erosion Mitigation & Pavement Evaluation, Alameda County Water District, Fremont, CA
- 2006 Street Rehab Project, City of Mill Valley, CA
- Railroad Avenue and Clock Tower Parking Lot Renovation, Town of Danville, CA
- Twin Creeks Blvd. Extension Plan Line Study, City of San Ramon, CA
- Plan Checking Services 2003-2009, City of Novato, CA
- Memorial Trail – Southern Extension, Town of Paradise, CA
- Foster/Skyway -Street Improvement Project, Town of Paradise, CA
- Vallecitos Channel Assessment, Alameda County Water District, Sunol, CA
- Lake County 2005/2006 Storm Damage Sites, County of Lake, CA
- Horner/Veasy Infrastructure Needs Assessment, City of Union City, CA
- Genentech Utility Study - SSF Campus, Genentech, Inc., South San Francisco, CA
- San Francisco Bay Trail, Public Shoreline Pathway, South San Francisco, CA
- Detention Basin at Busch Corporate Center, Busch Properties, Fairfield, CA
- Marengo Ranch Shopping Center, JSC Development, Inc, Galt, CA
- Tower Market 93, Tower Energy Group, Bay Point, CA
- Tower Market 182, Tower Energy Group, Diamond Springs, CA
- 1910 Esplanade Starbucks, Main & Main Investments, Chico, CA
- Watermarke Commercial Center, Main & Main Investments, Marysville, CA
- Susanville I Commercial Development, Pacific Properties, Susanville, CA
- Washington Square Commercial Development, Main & Main Investments, Marysville, CA
Brandon S. Davis, PE
Senior Engineer

- Whitman Pacific Plaza, Pacific Properties, Chico, CA
- Story Road Retail Center, Pillars Architecture, San Jose, CA
- Dana Crossings Commercial Development, Main & Main Investments, Redding, CA
- Genentech PS2 at Building 37, Overaa Construction, South San Francisco, CA
- IKEA Furniture Store East Palo Alto, IKEA Properties, Inc., East Palo Alto, CA
- Britannia East Grand Biotech Business Park, Slough Estates USA, South San Francisco, CA
- A&S Gas Station, A&S Enterprises, Newark, CA
- Anderson - Rowe Ranch / Belle Terre Subdivision, Summerhill Homes, Novato, CA
- Willow Road Subdivision Due Diligence, Summerhill Homes, Menlo Park, CA
- Lane Woods Subdivision, Summerhill Homes, Menlo Park, CA
- Pentz Road Subdivision, Scott & Janette Wyman, Paradise, CA
- Di Duca Subdivision, Joe Di Duca, Paradise, CA
- Twin Bridges Subdivision, Standard Pacific, Hayward, CA
- Ainsley Square, Summerhill Homes, Campbell, CA
- Black Diamond Estates, Richland Development, Antioch, CA
- Japantown Senior Apartments, First Community Housing, San Jose, CA
- Leigh Avenue Mixed Use Development, First Community Housing, San Jose, CA
- Oakhurst Apartments, Global Premier Development, Olivehurst, CA
- Avian Glen Apartments, Affirmed Housing Group, Vallejo, CA
- Bayside Vistas, Simpson Housing, Daly City, CA
- City Lights/Marbella, Watt Communities, South San Francisco, CA
- Civic Center Drive Mixed Use and Apartments, Picerne Development, Fremont, CA
- North Avenue Apartments, Simpson Housing Solutions, Sacramento, CA
- The Fairways Apartments, Affirmed Housing Group, San Jose, CA
- East Saint James Street Apartments Due Diligence, Affirmed Housing Group, San Jose, CA
- Donner Lofts Apartments, Affirmed Housing Group, San Jose, CA
- Magnolia Court, Affirmed Housing Group, Manteca, CA
- El Paseo Family Apartments, Simpson Housing Solutions, San Pablo, CA San Pablo Senior Apartments, Simpson Housing, San Pablo, CA
AMY C. DUNNING, PE
Senior Engineer

AMY DUNNING has served as Project Manager and Project Engineer on a variety of municipal storm drain, commercial, residential, and biotech projects. Her experience includes storm drainage and hydraulics projects, watershed hydrology, highway drainage design, stormwater management – quantity and quality control, floodplain studies, and stream restoration projects. Knowledge in various engineering computer programs of hydrology, hydraulics, and CAD applications.

Some of the projects on which Ms. Dunning was the Project Manager or Project Engineer on include:

- O’Neil Ave and Sixth Ave street reconstruction project, Belmont, CA
- Oyster Point Blvd. and Marina Blvd. Re-Alignments Preliminary Design, SSF, CA
- City of San Carlos Plan Check Services, San Carlos, CA
- Town of Atherton - Storm Drain Improvement Project Evaluations, Atherton, CA
- Town of Atherton - Polhemus Court Storm Drain Project, Atherton, CA
- East Grand Avenue Road Improvements, South San Francisco, CA
- Genentech Sanitary Sewer Upgrade Implementation Program, South San Francisco, CA
- Los Trancos Sanitary Sewer Project, Los Trancos, CA
- Stierlin Court Biotech Project, Mountain View, CA
- Genentech B1 Demolition/B4 Life Extension Project, South San Francisco, CA
- Hewlett Packard Building 1 Addition, Palo Alto, CA
Wilsey Ham Inc.

Description

AMY C. DUNNING, PE

Senior Engineer

- Oyster Point Redevelopment, South San Francisco, CA
- City of Burlingame – Bayside Park, Burlingame, CA
- Genentech Backflow Preventer Project, South San Francisco, CA
- 500/600 Saginaw Lobby Connector, Redwood City, CA
- Genentech B27 Storm Drain Improvements, South San Francisco, CA
- Sierra Point Biotechnical Park, Brisbane, CA
- Genentech Storm Drain Outfall Evaluation, South San Francisco, CA
- City of South San Francisco - Miller Avenue Parking Structure, South San Francisco, CA
- Genentech Shuttle Stop and Striping Projects, South San Francisco, CA
- The Cove at Genentech, South San Francisco, CA
- Town of Los Altos Hills Standard Plans and Specifications, Los Altos, CA
- Seaport Center ADA Improvement Projects, Redwood City, CA
- El Paseo Family Apartments - Wildcat Creek Modeling, Simpson Housing, San Pablo, CA
- Don Barr Private Road Project, Santa Cruz County, CA
- Genentech CIT Project, South San Francisco, CA
- Genentech B3 Expansion, South San Francisco, CA
- Genentech West Campus Redevelopment, South San Francisco, CA
- Tara Industrial Estate, East Palo Alto

Prior to joining Wilsey Ham in 2005, Amy worked on many land development, stormwater management and stream restoration projects. The following is a sample of Amy’s earlier projects:

- Town of Llandybie Flood Study, UK
- Stormwater Facility Rehabilitation, Howard County, MD
- Little Falls Stream Restoration, Montgomery County, MD
- Land Development, Montgomery County, MD
DON TOY has a vast range of engineering design and management experience in his 21 years in the civil engineering profession, both in the public and private sectors. He has served as the Project Manager and Project Engineer on a variety of projects including:

- Wastewater and storm water pump station design and rehabilitation projects
- Sanitary sewer design and rehabilitation projects
- Sanitary sewer force main design
- Storm drainage design projects
- Underground utility and joint trench design projects
- Special Districts Management
- Commercial, Industrial, and Residential site development

Additionally, Mr. Toy has worked in the public sector and also served as the District Administrator for two sanitary districts in the San Jose area. This unique combination of municipal and private engineering and management experience has provided him with a good understanding of municipal processes, and has developed his management skills in demanding, multiple-priority environments. These skills combined with his technical knowledge of engineering issues provide Mr. Toy with the ability to successfully manage multi-faceted projects with considerable agency coordination.

Some of Mr. Toy’s recent projects include:

**Projects**

- Center Parkway Sewer Lift Station, Sacramento, CA
- Cristo Rey Pump Station Relocation, Cupertino, CA
- Marina Sanitary Sewer Pump Station Rehabilitation, Emeryville, CA
- Campus Parkway Storm Water Pump Station, Merced County, CA
- Atwater-Merced Expressway Storm Water Pump Station, Merced County, CA
- Powell Street Trunk Sewer Replacement Project, Emeryville, CA
DON TOY, PE

Engineering Manager

- Homestead 2 Back-up Pump Station, Cupertino, CA
- Burbank Sanitary District and Santa Clara County Sanitation District Nos. 2-3 (CSD2-3) Maintenance & Operations, Santa Clara County, CA
WENDY R. WELLBROCK  
Engineer II

WENDY’S civil engineering design experience includes sanitary sewer and storm drain design, water systems, grading, and the preparation of technical specifications. Other duties include plan preparation, project coordination, permitting, agency coordination, and construction assistance services. Wendy has experience with the following types of projects:

- Public roadways
- Public utilities
- Retaining walls
- Mixed-use and retail/commercial developments
- Biotech and industrial parks
- Residential subdivisions
- Parking lots

Some of the projects for which Wendy was the Project Engineer include:

- Downtown Burlingame Avenue Area- Water, Sewer and Storm Drain Improvements, Burlingame, CA
- Sanitary Sewer Rehabilitation Projects, City of Berkeley, Berkeley, CA
- Ravenswood Business District Assessment District Project, City of East Palo Alto, CA
- East of Highway 101 Sanitary Sewer Improvements, City of South San Francisco, CA
- One Rincon Hill Condominium Project Phase 1 & Phase 2, Urban West & Associates, San Francisco, CA
- Sierra Point Biotech Project, HCP Life Science Estates, Brisbane, CA

REGISTRATION
- Professional Civil Engineer, California, C71414
- LEED AP

EDUCATION
- B.S. Civil and Environmental Engineering  
  University of California, Davis, CA

YEARS OF EXPERIENCE
8 Years Experience

PROFESSIONAL ASSOCIATIONS
- American Society of Civil Engineers
- US Green Building Council – Northern California Chapter
WENDY R. WELLBROCK

Engineer II

- Performing Arts Center, Stanford University, Palo Alto, CA
- Law School, Stanford University, Palo Alto, CA
- Britannia Modular Lab 3, HCP Life Science Estates, South San Francisco, CA
- 2081 Stierlin Court, HCP Life Science Estates, South San Francisco, CA
- Building 31, Genentech, Inc., South San Francisco, CA
- Building 50, Genentech, Inc., South San Francisco, CA
- Research Support Facility, Genentech, Inc., Dixon, CA
- Point Grand, HCP Life Science Estates, South San Francisco, CA

The following are some of the projects Wendy worked on prior to joining Wilsey Ham:
- Montage at Shea Center, Shea Homes, Livermore, CA
- Sorrento East at Dublin Ranch, Toll Brothers, Dublin, CA
- Vintage Ranch Subdivision, Standard Pacific Homes, American Canyon, CA
- Rancho Solano Subdivision, Standard Pacific Homes, Fairfield, CA
ERIC D. COHEN, PE

Engineer I

ERIC COHEN has served as Project Engineer on a variety of projects in his 4 years as a Civil Engineer. His design experience include hydrologic and hydraulic analyses, sanitary sewer, storm drain and water design, water quality and C.3 design, ADA compliance, grading, and the preparation of technical specifications. Other duties include plan preparation, project coordination, permitting, agency coordination, and construction assistance services. Eric’s project experience includes:

- Public roadways
- Private roadways
- Parking lots
- Mixed-use and retail/commercial developments
- Biotech and industrial parks
- Residential subdivisions
- Public utilities
- Multi-use trails
- Retaining walls

Some of the projects for which Eric was the Project Engineer include:

- Route 1 Bridge Replacement at San Pedro Creek, City of Pacifica, CA
- Forbes Blvd Streetscape and Pavement Rehabilitation Project, MPA Design, South San Francisco, CA
- Corporation Yard Annex, City of Galt, CA
- Grandview Drive Pavement Rehabilitation Project, Skanska, South San Francisco, CA
- Safe Routes to School and Pavement Rehabilitation, City of East Palo Alto, CA
- Adeline Street Sanitary Sewer Rehabilitation, City of Berkeley, CA
- Santa Barbara Road Sanitary Sewer Rehabilitation, City of Berkeley, CA

REGISTRATION
Professional Civil Engineer, California, C77616

EDUCATION
- B.S. Civil Engineering
  California Polytechnic State University, San Luis Obispo

YEARS OF EXPERIENCE
- 6 Years Total Experience
- 2 Years at Wilsey Ham

PROFESSIONAL ASSOCIATIONS
- American Society of Civil Engineers
ERIC D. COHEN, PE

Engineer I

- Levee Pathway Improvements, City of Foster City, Foster City, CA

Prior to joining Wilsey Ham he was Project Engineer for the following projects:
- Garnett Creek Hydrologic Study, City of Calistoga, CA
- Roblar Road Culvert Study, County of Sonoma, CA
- Landmark Executive Center Parking Lot Improvements, Santa Rosa, CA
- Sequoia Village, Sebastopol, CA
- Solage Resort & Spa, Calistoga, CA
- Riverfront Park FEMA Trail Improvements, Windsor, CA
- Southside Myers Street Redevelopment, Oroville, CA
- Bodega Bay FEMA Seawall and Riprap Improvements, Bodega Bay, CA
- Hilltop Estate, Glen Ellen, CA
- Glen Ellen Estate and Private Wine Cellar, Glen Ellen, CA
- Carriger Road Horse Ranch, Sonoma, CA
- SMART Train Grade Crossings, Sonoma County, CA
- Shortt Road Sewer and Water Replacement, City of Santa Rosa, CA
- Santa Rosa Avenue Street Widening and Overlay, Santa Rosa, CA
- Aston Avenue ADA Improvements, Santa Rosa, CA
- Windsor Road Overlay and ADA Improvements, Windsor, CA
- Sebastopol Street Smart ADA Crosswalk Improvement, Sebastopol, CA
- Gallo G3 Parking Lot Improvements, Healdsburg, CA
- Sonoma Country Inn, Kenwood, CA
- Spring Lake Village Expansion, Santa Rosa, CA
- Vallejo Church Parking Lot Reconstruction, Vallejo, CA
- Stony Point Plaza, Santa Rosa, CA
- Viansa Winery, Healdsburg, CA
- Lynch Creek Trail Improvement, City of Petaluma, CA
- Windsor Redwoods, Windsor, CA
- Drake's Cove, Larkspur, CA
- Lichau Road Estate, Penngrove, CA
3 Project Experience

This section includes brief descriptions of recent projects performed by Wilsey Ham for clients in the Bay Area and Northern California.

3.1 Street, Highway and Pavement Projects

O’Neill Ave. & Sixth Ave.
Reconstruction Project
Client: City of Belmont

Wilsey Ham was engaged by the City of Belmont to prepare the street reconstruction design for a portion of O’Neill Avenue and Sixth Avenue in downtown Belmont. The initial scope of work involved an alignment study to determine the best geometric layout for Sixth Avenue adjacent to the historic Emmett House. Both O’Neill Ave. and Sixth Ave. required a full structural section reconstruction as well as the replacement of curbs, gutter and sidewalk. Landscape improvements are also included in the improvement plan package for this entryway to the downtown commercial area. The project was completed in 2011.

- Completion Date: Summer 2011
- Construction Cost: $524,000
- Client Contact:
  Bozhena Palatnik
  Associate Engineer
  City of Belmont
  One Twin Pines Lane
  Belmont, CA 94002
  (650) 595-7463

Elk Mtn. Rd. PM 27.53 Severe bank erosion at edge of road.

Storm Damage Sites Soda Bay & Elk Mountain Roads
Client: County of Lake

During the winter season of 2005/2006 several roadways in northern Lake County experienced damage related to stormy weather. The County applied emergency repair measures at many of these sites and prepared a Damage Assessment Form identifying and detailing the proposed permanent restoration method for each of the sites. Wilsey Ham was selected as the design consultant to accomplish the engineering work for the proposed storm damage repairs in a total of five different locations; one on Soda Bay Road and four along Elk Mountain Road. The repair methods consist of channel lining, grading and stitch piles to stabilize the roadway embankments.

- Completion Date: Summer 2010
- Construction Cost: $900,000 Estimate
- Client Contact:
  Ken Brown
  Principal Civil Engineer
  County of Lake
  255 North Forbes Street
  Lakeport, CA 94543
  (707) 263-2431
Old Town San Pablo
One Way Traffic Operations
Client: City of San Pablo

The Old Town area of the San Pablo is primarily residential with narrow streets, small lots and many cars and pedestrians. On several streets, it is difficult for oncoming cars to pass each other if there are parked cars on the street. Many residents park their vehicles on the street but partially on the sidewalk, to avoid damage from passing cars. The City has developed a transportation concept which utilizes various methods of traffic calming, signage and striping and one way street conversions to limit speeding and cut through traffic, improve transportation circulation, increase safety and convenience for the road users and to encourage walking and biking. Wilsey Ham is preparing the Civil Engineering design to construct the nine proposed traffic circles, two raised crosswalk intersections, two intersections with curb extensions into the traveled way, sixteen new speed bumps, convert 5 streets from two way traffic to one way traffic (with appropriate signage and striping) and to create left turn prohibitions at 3 intersections with signage.

- Completion Date: Late 2010
- Construction Cost: Not Available
- Client Contact:
  Adele Ho
  City Engineer
  City of San Pablo
  One Alvarado Square
  13831 San Pablo Ave., Building 3
  San Pablo, CA 94806
  (510) 215-3068

Route 1 Bridge Replacement at San Pedro Creek
Client: City of Pacifica

The existing San Pedro Creek Bridge is more than 50 years old. Flooding of the immediate area around the bridge begins with flows generated by storms that produce more rainfall than the 4-year storm event. The existing bridge is inundated by the 100-year flood event making it impassable and paralyzing this coastal route. The older design of the existing bridge does not meet current seismic and structural design standards. The City desires to replace this bridge with a code compliant bridge that has a higher deck elevation than the existing bridge also has the side benefit of facilitating a separate future United States Army Corps of Engineers (USACE) flood control project. The USACE creek project will reduce flooding issues for the nearby residential and commercial areas and increase the existing habitat for steelhead trout as well as the California red-legged frog.

- Construction Date: Fall 2013
- Construction Cost: $5.8 M Estimate
- Client Contact:
  Van Ocampo
  Director of Public Works
  City of Pacifica
  151 Milagra Drive
  Pacifica, CA 94044
  (650) 738-3767

Forbes Blvd Streetscape Project and Grandview Drive Pavement Rehabilitation Project
Client: Genentech Inc.

The Forbes Blvd Streetscape Project length is approximately 3500 LF and consists of reducing a four lane road to a two lane road with bike lanes on each side. The center median has been designed to be expanded from 12’ to 20’ to allow additional trees and planting. The existing pavement was cored to determine the existing pavement structural section and deflection testing was performed to determine the overlay thickness. The Grandview Drive Pavement rehabilitation project is approximately 5000
Pavement rehabilitation consists of dig-out repairs and an asphalt overlay. The design consisted of implementing the use of rectangular rapid flashing beacons (RRFB) and removal of the in-roadway warning light system (IRWL). The Forbes Blvd Streetscape and Grandview Dr Pavement Rehabilitation projects are currently out to bid and the construction schedules are to be determined.

- Completion Date: TBD
- Construction Cost: $7 M estimated
- Client Contact:
  Doug Bibby
  Genentech
  1 DNA Way
  South San Francisco, CA 94080
  (650) 467-6870

Understanding
Wilsey Ham understands the needs of public agencies and excels on Public Improvement Projects.

Ivy Drive & Pierce Road Pavement Improvements
Client: City of Menlo Park

This project included approximately 7,200 linear feet of street repair on Ivy Drive and Pierce Road. Improvements on Ivy Drive included re-grading of intersection pavement, the installation of valley gutters to improve local drainage, correction of pavement cross-slope deficiencies, installation of new median curbs, digout pavement repairs and a cape seal. A new type of pavement treatment called PASS was investigated for Pierce Road but a cape seal was ultimately used due to cost considerations.

- Completion Date: Spring 2006
- Construction Cost: $1,083,892 Bid
- Client Contact:
  John Suarez
  City of Menlo Park
  710 Laurel Street
  Menlo Park, CA 94025
  (650) 858-3420
**Belle Haven Overall Street Improvements**  
*Client: City of Menlo Park*

To assist the City in upgrading an area of Menlo Park, Wilsey Ham performed the design of pavement rehabilitation as well as curb, gutter and sidewalk replacement for approximately 11,000 linear feet of streets in the Belle Haven neighborhood. The design work included: base mapping for the entire neighborhood; pavement condition evaluation; design of street structural sections; identification and marking of dig-out repairs; development of curb and gutter grades; identification of sidewalk replacement areas; and the preparation of plans, specifications and a construction estimate. Street lighting plans were prepared by a subconsultant team member as well as schematic landscaping plans. Wilsey Ham was the prime consultant responsible for all coordination and civil design services.

- **Completion Date:** 2003
- **Construction Cost:** $2M Bid
- **Client Contact:**  
  Ruben Nino  
  City of Menlo Park  
  710 Laurel Street  
  Menlo Park, CA  94025  
  (650) 858-3420

**2003-2006 Street Rehab Program**  
*Client: City of Mill Valley*

For four years in a row, Wilsey Ham designed pavement and surface drainage improvements and prepared the plans, specifications and estimates (PS&E) for the City's annual pavement rehabilitation program. The projects involved the identification of base failure repairs and the design of grading to control drainage, surface grinding, overlays and drainage improvements. Vali Cooper Associates provided the construction inspection services for the project as a sub-consultant to Wilsey Ham.

- **Completion Date:**  
  - 2006: December 2006  
  - 2005: December of 2005  
  - 2004: Fall of 2004  
  - 2003: Fall of 2003
- **Construction Cost:**  
  - 2006: $874,321  
  - 2005: $765,366  
  - 2004: $ 580,000  
  - 2003: $669,690
- **Client Contact:**  
  Jill Barnes  
  City of Mill Valley  
  26 Corte Madera Avenue  
  Mill Valley, CA  94941  
  (415) 388-4033, Ext. 116

![Ethel Retaining Wall](image)

**3.2 Storm Drain Projects**

**Marsten Outfall Project**  
*Client: City of Burlingame*

Wilsey Ham was selected by the City to design this complex outfall structure for the Marsten Storm Drain Pump Station. The outfall structure will convey flows from a 66” storm drain force main located 17 feet below the Easton Creek invert where it flows to the Bay. The outfall structure is
located over Bay mud and required piles to support it. The project required the design of several other components including a high-flow mixing zone with sheet pile retaining walls and a rip-rap lined invert between horizontal reinforced concrete struts. Creek widening was required from the mixing zone to the Bay using graded creek banks re-established with native vegetation. Along with our biologist consultant, Wilsey Ham has assisted in the coordination with the regulatory agencies to acquire the required permitting. This project was completed last fall.

- Completion Date: Fall 2011
- Construction Cost: $1,600,000 (estimate)
- Client Contact:
  Doug Bell  
  Senior Civil Engineer  
  City of Burlingame  
  501 Primrose Road  
  Burlingame, CA  94010  
  (650) 558-7245

**Colma Creek Improvement Project**

**Client: San Mateo County Flood Control District**

This project included the analysis of the flow characteristics for a section of Colma Creek in South San Francisco. Using the U.S. Army Corps of Engineers methodology for the analyses, the 50-year and 100-year water surface profiles were developed. From these, Wilsey Ham designed new flood protection structures for the area adjacent to the creek. The redesign included replacement of the trapezoidal creek channel with a 70-foot wide, 15-foot deep, by 2,700-feet long concrete channel to carry the required 4500-cfs channel flow. In addition, the elevation of a bridge over the creek was raised 2 feet by jacking to clear the high water surface elevation.

- Completion Date: Spring 2006
- Construction Cost: $16,000,000

**California Drive Storm Drain Project**

**Client: City of Burlingame**

Based on our hydrologic analysis of the Terrace Creek watershed, Wilsey Ham prepared construction plans and specifications for a new box culvert storm drain crossing of California Drive, a four-lane arterial street. This project involved topographic survey of the site; utility research; evaluation of construction methods for various types of large-bore culverts to determine the most expeditious method for crossing California Drive; hydraulic calculations for sizing of the box culvert; structural design of wing walls; and preparation of a Joint Aquatic Resources Permit Application (JARPA) to apply for permitting from the Department of Fish and Game, the Army Corps of Engineers, the BCDC and the Regional Water Quality Control Board. Construction services including staking and engineering support were also provided.
### North Carolan Avenue & Rollins Road Culvert Project

<table>
<thead>
<tr>
<th>Completion Date:</th>
<th>Winter 2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Cost:</td>
<td>$350,000 Bid</td>
</tr>
</tbody>
</table>
| Client Contact: | Doug Bell  
Senior Civil Engineer  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
(650) 558-7245 |

### Water Systems

#### Downtown Burlingame Avenue Area – Water, Sewer and Storm Drain Project

**Client:** City of Burlingame

Wilsey Ham was selected by the City to perform the design and prepare the bid packages for this multi-phase water, sewer and storm drain project in the heart of the downtown commercial district. The water system rehabilitation involves the replacement of several thousand feet of deteriorating water mains. A crucial component of this project has been the accurate location of existing utilities to avoid conflicts during construction. Wilsey Ham is also providing permitting assistance and coordination for one of the water mains located in Caltrans right of way. The first phase was completed in April 2011 and second phase was completed in 2012. The Phase III construction is scheduled to begin this spring.

- Completion Date: 2011 & 2012
- Construction Cost: $5,000,000 (estimate)
- Client Contact:  
  Donald Chang - 558-7238  
  Doug Bell - 558-7245  
  Senior Civil Engineers  
  City of Burlingame  
  501 Primrose Road  
  Burlingame, CA 94010

#### E. 3rd Ave Water Main Extension

**Client:** City of Foster City  
**Estero Municipal Improvement District**

Wilsey Ham was retained by the City of Foster City Estero Municipal Improvement District for the design of a 600-linear foot, 16” waterline interconnect project, connecting the District’s water systems on each side of Highway 92. The project involved topographic mapping, analysis of alternative alignments, evaluation of the trenchless construction method options, coordination with Caltrans for permitting, and the preparation of the waterline construction improvement plans and specifications to construct by horizontal directional drilling 540 linear feet of 30-inch casing and 16-inch waterline under Highway 92. Our construction services included construction engineering assistance, staking and record drawings.

- Completion Date: Spring 2006
- Construction Cost: $600,000
- Client Contact:  
  Laura Galli  
  City of Foster City  
  Public Works Engineering  
  610 Foster City Blvd.  
  Foster City, CA 94404  
  (650) 286-3280
Sanitary Sewer Systems

Adeline St, Alcatraz Ave, and Fairview St Sanitary Sewer Rehabilitation Projects
Client: City of Berkeley

Wilsey Ham was selected by the City of Berkeley for a master agreement to perform the design of sanitary sewer systems. Wilsey Ham has worked on two Sanitary Sewer Projects for the City of Berkeley preparing bid packages for sewer rehabilitation projects.

The Adeline St, Alcatraz Ave. and Fairview St. sewer rehabilitation project consist of 3200 Lf of sewer mains. The project is currently in construction. Wilsey Ham is in the design phase for a second sewer rehabilitation project consisting of 8200 Lf of sewer mains.

- Completion Date: Fall 2012
- Construction Cost: 677,305
- Client Contact: Evelyn Chan

West Loyola Sanitary Sewer Main Installation
Client: Town of Los Altos Hills

Wilsey Ham prepared the design, plans, specifications and cost estimate for the installation of 6,750 linear feet of new 8-inch sanitary sewer main. The project is located in hilly terrain and at the request of the City and Assessment District members the design of the main was developed without the need for public pump stations. Currently in construction, this project will bring sewer services to the 52 existing homes within the established neighborhood area and required Wilsey Ham’s design team to work closely with each property owner to develop a design that worked while minimizing the conflicts existing landscaping and improvements within the project area and on the private lots where future service laterals would be placed.

- Completion Date: 2010
- Construction Cost: $1.6M Bid
- Client Contact: Richard Chiu, Jr.
  Director of Public Works
  Town of Los Alto Hills
  26379 Fremont Road
  Los Altos Hills, CA 94022
  (650) 941-7222

East of Highway 101 Sewer Project
Client: City of South San Francisco

Wilsey Ham was selected by the City to provide design, project management, permitting, bidding assistance, and construction assistance services for the East of Highway 101 Sewer Improvement.

- Completion Date: Fall 2012
- Construction Cost: 677,305
- Client Contact: Evelyn Chan
Project. The project includes the installation of approximately 13,000 linear feet of new gravity sanitary sewers ranging from 8 to 27 inches in diameter, as well as approximately 7,400 linear feet of new sanitary sewer force mains ranging in size from 10 to 21 inches in diameter and six separate pump station upgrades. In addition, the design includes approximately 1,000 linear feet of trenchless construction methods to cross under Colma Creek and an existing loading dock. The East of Highway 101 Sewer Improvement Project is currently in the construction phase for Pump Station #8.

- Completion Date: Summer 2012
- Construction Cost: $5.7M Estimate
- Client Contact: Andy Tan
  Senior Civil Engineer
  City of South San Francisco
  315 Maple Avenue
  South San Francisco, CA 94080
  (650) 829-6667

### 3.6 On Call Survey & Public Agencies

#### Right of Way Engineering - South San Francisco

Client: City Engineering/Planning Depts.
City of South San Francisco

This project was required by the City of South San Francisco to coordinate the acquisition of 10 miles of right of way along the current BART corridor from the North City Boundary to the South City Boundary for a new linear bike-way, hiking and community path system. This project included compiling a control survey for the corridor, updating topographic mapping, preparing legal descriptions, and plats for land acquisition. In addition we interviewed, selected, and coordinated a title company to complete the property acquisitions.

- Completion Date: 2008
- Construction Cost: $5,000,000
- Client Contact: Mike Lappin
  City of South San Francisco
  P.O. Box 711

As described in the individual project descriptions above, Wilsey Ham has designed various projects that incorporated construction methods using trenchless technology.

*The design process often requires a first step evaluation of various trenchless methods. Once a trenchless technology has been selected, based on project conditions and specifications, the technical design must incorporate aspects specific to the selected technology.*

It has been our experience that these technologies can have significant cost advantages to conventional trenching methods and can make the difference between project feasibility and infeasibility.
South San Francisco, CA 94083
(650) 829-6628

**On Call Survey, Mapping and Topographic Mapping**

**Client: City of Belmont**

Wilsey Ham has performed dozens of projects including preparation topographic surveys for City design projects, establishing City wide horizontal and vertical control network, providing construction staking for City projects. In addition we work with City engineering design staff on a one-to-one basis for small survey and mapping projects as needed to support ongoing City projects. For some of these projects we report directly to the City design staff as if we were the City in-house Survey crew. We also provide parcel map review and plan check services.

- Completion Date: 2006
- Construction Cost: N/A
- Client Contact:
  Kathleen Phalen
  City of Belmont
  1070 Sixth Avenue, Suite 306
  Belmont, CA 94002
  (650) 595-7469

**Mapping in South San Francisco for City Streets East of Rt101**

**Client: City of South San Francisco**

In accordance with the City project to update and expand their Sanitary Sewer system in the “East of 101” area Wilsey Ham performed topographic mapping for approximately 15 miles of city streets and 10 City sanitary pump stations. Wilsey Ham coordinated the control surveys, and reconciled differences in datum’s including gathering historical vertical information on NGVD 29, NAVD 88, and City of South San Francisco datums. This office/field data was then combined with aerial photogrammetric information and additional field surveys to produce a base map suitable for design and construction staking.

- Completion Date: 2006
- Construction Cost: N/A
- Client Contact:
  Sam Bautista
  Senior Civil Engineer
  City of South San Francisco
  315 Maple Avenue
  South San Francisco, CA 94080
  (650) 829-6668

**Survey Mapping & Const. Staking**

**Campus Mapping HP-Palo Alto**

**Client: MPA Assoc for Hewlett Packard**

As part of the HP site mapping, infrastructure improvement program, campus parking program and campus expansion projects Wilsey Ham provided campus mapping for the 81 acre HP Palo Alto campus. This mapping consisted of preparing control surveys, setting bench marks and monuments for all future work on campus. Wilsey Ham completed a topographic base map of the campus by photogrammetric methods and then field located all structures including building corners, finish floors, door openings and utility connections. We also updated the aerial photogrammetry by field methods in areas obscured by trees, located all surface improvements including striping, utilities,
signs, bike racks, car charging stations, bus & security kiosks, ADA ramps, walls, culverts and parking designations. We mapped all utilities, researched the campus and city records and rectified discrepancies between record documents and the utility structures we positively located with field methods. All utility valves and structures located, mapped and noted in accordance with HP’s emergency response program. All easements and property lines were resolved and mapped. This mapping was then compiled into a digital campus base map with layers appropriate for specific features and compatible with the campus GIS.

- Completion Date: 2007
- Construction Cost: N/A
- Client Contact: David Nelson
  MPA
  414 Mason Street
  San Francisco, CA 94102
  (415) 434-4664

**Campus Mapping HP-Cupertino**

Client: Hewlett Packard

As part of the HP site mapping, infrastructure improvement program, campus parking program and campus expansion projects Wilsey Ham provided campus mapping for the 48 Acre HP Cupertino campus. This mapping consisted of preparing control surveys, setting bench marks and monuments for all future work on campus. Wilsey Ham completed a topographic base map of the campus by photogrammetric methods and then field located all structures including building corners, finish floors, door openings and utility connections. We also updated the aerial photogrammetry by field methods in areas obscured by trees, located all surface improvements including striping, utilities, signs, bike racks, car charging stations, bus kiosks, ADA ramps, walls, culverts and parking designations.

We mapped all utilities, researched the campus and city records and rectified discrepancies between record documents and field surveyed improvements.

All utility valves and structures located, mapped and noted in accordance with HP’s emergency response program. All easements and property lines were resolved and mapped. This mapping was then compiled into a digital campus base map with layers appropriate for specific features and compatible with the campus GIS.

- Completion Date: 2007
- Construction Cost: N/A
- Client Contact: David Nelson
  MPA
  414 Mason Street
  San Francisco, CA 94102
  (415) 434-4664

**Parcel Mapping, ALTA Surveys and Construction Staking**

Client: Catholic Health Care West

Wilsey Ham prepared a mapping project of the CHW Facilities in Redwood City. This campus is about 30 acres in size and the mapping includes preparing two parcel maps, completing two ALTA surveys, completing boundary and easement surveys. In addition we are compiling control surveys suitable for future construction. We will be providing construction staking for the new campus expansion projects, including new hospital facilities, site grading, parking lots and a parking garage.

- Completion Date: On-going
- Construction Cost: N/A
- Client Contact: Sandy Sloan
  Jorgenson, Siegel, McClure & Flegel
  1100 Alma Street, Suite 210
  Menlo Park, CA 94025
  (650) 324-9300
Campus Mapping Genentech  
Client: Genentech Inc

This 200 acre South San Francisco campus requires periodic updating of the campus data base and utility plans. Wilsey Ham has been updating and keeping current this mapping for nearly 30 years and has performed the update every 2-3 years with an update performed this year. This periodic updating is made easier by using the overall campus grid and control network we devised in 1980. This control network allows for seamless insertion of the new surface mapping as an overlay compatible with the historical underground utility data base we maintain. Wilsey Ham coordinates the existing campus mapping, utility data and property lines with new photogrammetry and field surveys then we provide this data to Genentech and its consultants as needed. All utility valves and structures located, mapped and noted in accordance with Genentech’s emergency response program. All easements and property lines were resolved and mapped. This mapping was then compiled into a digital campus base map with layers for appropriate features, compatible with the campus GIS.

- Completion Date: On-going
- Construction Cost: N/A
- Client Contact:
  Don Smith
  Genentech Inc.
  1 DNA Way
  South San Francisco, CA  94080
  (650) 467-1285

Stanford Utility Mapping and Site Base Mapping  
Client: Stanford University

Wilsey Ham performed site topographic mapping for the new 20 acre campus performing arts center. This mapping included performing horizontal and vertical control surveys and compiling a data base for all site utilities. The survey data showed locations, sizes and types of utility facility. We researched the historic record data and compiled that information digitally into a data base, and then we reconciled the location of the record improvements by adjusting them to conform to the more precise field surveyed location. This data base also included topographic data from three different sources. These sources included field surveys, new aerial mapping and historical contour and design data, all of which were coordinated and integrated into the final product.

- Completion Date: 2008
- Construction Cost: N/A
- Client Contact:
  Maggie Burgett
  Stanford University
  655 Serra Street, 2nd Floor
  Stanford, CA 94305
  (650) 725-0662

Development Plan Checking  
Improvement Plan Checking  
Client: City of San Carlos

In the last two years, Wilsey Ham has been provided plan review services for site development projects in the City of San Carlos. These projects include the Palo Alto Medical Foundation Campus and the SBWMA Transfer Station & Material Recovery Facility Project. This work has included reviewing preliminary maps, grading and storm drain plans, storm water treatment designs, utility plans and erosion control plans for conformance with general engineering principals, City ordinances and standards, Conditions of Approval and other project calculations and documents.

- Completion Date: N/A
Map and Improvement Plan
Checking Services
Client: City of Novato

Wilsey Ham has been providing plan review services for various subdivision and site development projects in the City of Novato. The projects include:
- Oleander Subdivision
- Tamalpais Subdivision
- Whole Foods Market and Townhomes
- Virginia Grove Subdivision
- Benesi Land Division
- Cooper Land Division
- Somerston Park Subdivision
- Cherry Hill Subdivision

This work includes reviewing tentative maps, final maps, grading and improvement plans for conformance with general engineering principals, City ordinance, standards and requirements, conditions of approval, the Subdivision Map Act, Preliminary Title Report and other project plans, calculations and documents.
- Completion Date: 2008
- Construction Cost: N/A
- Client Contact:
  Dave Harlan
  City of Novato
  75 Rowland Way Suite 200
  Novato, CA  94945-3230
  (415) 899-8948

3.9 Mastering Planning
Genentech Campus Master Utility Study
Client: Genentech

Wilsey Ham prepared a Utility Master Plan for manufacturing, R&D, office buildings and the overall Genentech South San Francisco campus. The goal of the Utility Study was to calculate the current and future campus utility demands and capacities for the next ten years based on anticipated growth.

Wilsey Ham’s scope included evaluation and modeling of the City water, gray water, fire protection water mains, storm drain, and sanitary sewer systems for existing conditions and proposed future development. We then compared the existing capacities to the calculated future demands and made recommendations for necessary upgrades to the utility systems including estimating the costs associated with those upgrades.
- Completion Date: Winter 2006
- Construction Cost: $30M Estimate
- Client Contact:
  Mark Cuzner
  Genentech Inc.
  1 DNA Way
  B83 830313/1

City of Menlo Park – Statement of Qualifications
South San Francisco, CA  94080
(650) 467-1285

3.10 Assessment District Engineering

Ravenswood Business District
Client: City of East Palo Alto

Wilsey Ham is performing preliminary engineering of the new Ravenswood Business District, an approximately 160-acre site in East Palo Alto. The project includes topographic surveys and preparation of base maps; collection of utility information design of the street layout, pavement and landscaping; utility demand calculations; preliminary sizing and layout of several thousand feet each of storm drain, sanitary sewer and water systems; development of cost estimates for construction and formation of an Assessment District.

- Completion Date:  2010
- Construction Cost:  $60M Estimate
- Client Contact:
  Sean Charpentier
  City of East Palo Alto
  Redevelopment Agency
  1960 Tate Street
  East Palo Alto, CA  94303
  (650) 853-5906

West Loyola Sanitary Sewer Assessment District
Client: Town of Los Altos Hills

Wilsey Ham prepared the preliminary plans and cost estimate for the installation of 6,750 linear feet of new 8-inch sanitary sewer main. The project is located in hilly terrain and at the request of the City and Assessment District members the design of the main was developed without the need for public pump stations. The project will bring sewer services to the 52 existing homes within the established neighborhood area. As Engineer of record for the formation of the assessment district, Wilsey Ham worked closely with each of the property owners. After formation of the district, the project moved into the design phase. The design is complete and the project was constructed.

- Completion Date:   2010
- Construction Cost:  $1.6M Bid
- Client Contact:
  Richard Chiu, Jr.
  Director of Public Works
  Town of Los Alto Hills
  26379 Fremont Road
  Los Altos Hills, CA  94022
  (650) 941-7222

Los Trancos Woods Sanitary Sewer Project
Client: West Bay Sanitary Sewer District

Wilsey Ham was selected to provide design documents, including plans, specifications and engineer’s estimates, for the construction of approximate 8,500 linear feet of sanitary sewer main. Given the failing septic systems in this aged community, the project goal is to provide the existing development with public sewer. The steep terrain coupled with restricted work areas as well as the need to maintain access posed particular challenges to the design of the sanitary sewer system. The design of this project involved extensive community outreach and consideration of individual demands imposed by several residents.

- Completion Date:  Spring 2008
- Construction Cost:  $2.5 M
- Client Contact:
  Bill Kitajima
  West Bay Sanitary District
  500 Laurel Street
  Menlo Park, CA  94025
  (650) 321-0384
Horner Veasy Infrastructure

Needs Analysis

Client: City of Union City

Wilsey Ham recently performed a preliminary engineering analysis of the Horner Veasy Light Industrial area to assist the City in determining the best possible options for future development. The project included topographic surveys and preparation of base maps; collection of utility information design of the street layout; utility demand calculations; preliminary sizing and layout of storm drain, sanitary sewer, water and joint trench systems; development of construction cost estimates and possible funding options for formation of an Assessment District. The analysis and recommendations were compiled into a final report.

- Completion Date: Spring 2009
- Construction Cost: N/A
- Client Contact:
  Mark Evanoff
  City of Union City
  34009 Alvarado-Niles Road
  Union City, CA 94587
  (510) 675-5345

3.11 Trail and Bikeway Projects

Foster City Levee Pathway Trail–Phase III

Client: City of Foster City

Wilsey Ham is currently developing the bid package for phase III of the Foster City levee improvements. The design includes rehabilitation of an existing asphalt trail and grading the trail to meet current ADA requirements. As part of the preliminary design we investigated the potential for using cold in place recycling, foamed asphalt and full depth rehabilitation or FDR to recycle the existing material and reduce earthwork. All recycled asphalt construction methods were eventually eliminated as a viable option due to the weak subgrade and weight restrictions on equipment recommended by the Geotechnical Engineer.

- Completion Date: Fall 2013
- Construction Cost: $1 mil
- Client Reference:
  Ashraf Shah
  City of Foster City
  (650) 286-3588

Full Depth Reclamation (FDR) was investigated as a possible construction method for recycling the existing pavement. The asphalt zipper was considered due to weight restrictions on the levee.

San Francisco Bay Trail–Phase II

Client: Genentech, Inc.

Wilsey Ham developed the preliminary and final plans for Genentech’s South San Francisco Campus 2,250 bay front trail and pathway system within BCDC jurisdiction, and part of the S.F. Bay Trail Master Plan. The trail was extended from a beach at the south edge of the property, up to the top of the bluff overlooking the Bay and descends to Point San Bruno to the north. Design included trail cross sections, trail alignment to give the best cut fill balance, retaining wall design, drainage design and determination of the most economical trail alignment given the existing topography.

Wilsey Ham’s work included preparing base
maps and identifying the limits of BCDC’s jurisdiction, engineering evaluation of several alternate alignments and preparation of final plans and estimate for the $2.2M project.
- Completion Date: Fall 2006
- Construction Cost: unknown
- Client Reference: Tom Shih
  Genentech, Inc.
  (650) 467-8509

**Lower Campus-West Campus Trail Project**

**Client: Genentech, Inc.**

This project involved the design of 1700 linear feet of new 8-foot wide pedestrian trail along a former railroad bed in South San Francisco. The grading was critical on this project due to the need for conforming with ADA and adjacent pathway connections, and the necessity of raising the grade to avoid the export of potentially contaminated soil from the railroad. Wilsey Ham performed the topographic and boundary surveys, civil engineering design, and construction engineering services.
- Completion Date: Spring 2012
- Construction Cost: Unknown
- Client Reference: Al Berumen
  Genentech, Inc.
  (650) 467-2235
4 Additional Qualifications

Cities typically have limited budgets for their capital improvement programs, so it is essential that their budget be spent in the most cost effective manner to gain the maximum benefit for each project.

To this end, the contract documents must be accurate and include all of the necessary information for the contractor to bid and construct the project. The documents must clearly convey the work to be accomplished and must be consistent throughout the plans specifications and bid schedule to avoid costly change orders.

Normally there is also a limited amount of time for the design and plan preparation, and therefore the selected consultant must be highly responsive to keep the project on schedule and to make sure the plans represent the City’s needs.

Wilsey Ham understands the importance of these needs and that they are necessary to achieve the goals of Public Agencies. We are confident we can ensure these requirements are met. To do so, we will employ our internal Project Management procedures for Quality and Cost Control. These procedures are defined in the following paragraphs.

Our Basic Project Approach
Wilsey Ham will take the following approach to each project.

We understand that the work needed could vary greatly in size, scope and complexity and could include simple survey, drafting or design tasks as well as more complex requests for mapping, civil engineering design, plan checking or even construction staking. We have provided diverse services to many Public Agencies and are ready and able to take on whatever projects your organization may decide to pursue. We have outlined our breadth of experience in Section 3.

Once the need for services is defined we will review your request and write a project specific proposal which will outline the tasks necessary for completion of that work. The proposal will provide a detailed narrative describing the work to be completed as well as a task breakdown by manpower classification detailing the man-hours and fees estimated to complete the work.

Adherence to budget, schedule and responsiveness to our clients and other team members are three key elements to our basic approach. We have outlined below our process for maintaining quality and cost control on our projects and the contacts provided in Section 3 will speak to the quality of our work as well as the quality and capabilities of our staff.

Quality Control
Controlling our product quality helps control construction costs.

Our quality control is an ongoing process throughout every project. One of the primary responsibilities of our Project Manager is to monitor the contract documents as they are being prepared to avoid any significant errors in design.
approach and plan preparation methodology.

For the preliminary design review submittals, our Project Manager will carefully review the entire plan set, reviewing everything to make sure that it makes sense and is consistent throughout the plans, estimates and specifications. Everything is highlighted after it has been reviewed so that we know we have not missed anything.

At the final design review submittal stage, the Project Manager repeats this procedure for the entire package and reviews the quantities against the plans to make sure there is not a bust. In addition to this review for clarity and accuracy, the plans are cross-checked against the bid schedule to make sure that every work item proposed on the plans is described and included in a bid item for payment. This is a critical step to make sure that no work items are overlooked. In addition, the Method of Payment description of the unit of measure for each item in the specifications is checked against the bid schedule to make sure they are consistent to eliminate this potential loophole for a contractor to claim an extra. When he (or she) is happy with the plans and specifications, they are submitted to the Principal in Charge for checking. The Principal, who has the most project and design experience, repeats this detailed process, reviewing everything and highlighting what has been reviewed. Only after this thorough process is performed, is the package submitted for approval.

It is also our standard procedure to provide a formal written response to all written Agency staff review comments to expedite the plan check process.

During the Construction Phase of a project, good communications with the project team, Agency and Contractor helps to keep construction on schedule. We provide timely reviews of project materials submittals, shop drawings and written response to Contractor RFI’s to keep construction moving.

Maximizing Resources

Another aspect of our Construction Cost control is providing the Agency the ability to manage construction costs by setting up the bid schedule with additive alternates to allow full use of the construction budget. This approach allows your organization to add work up to their budget limit without the potential for throwing out the bids if they come in too high.

Cost Control

The most effective method of cost control for a design firm is to control the costs before they occur, not after problems arise. Our Project Managers discuss the budget of each task with the team member performing the work. This clarifies the level of effort expected for the task. The staff member is told to notify the Project Manager immediately if the task looks like it will take longer than anticipated. Timecards are entered directly into our accounting system each week which allows us to monitor the project expenditures and budget on a weekly basis. This is performed by the Project Manager at the beginning of each week after the time cards are posted.

Schedule

Meeting the project schedule is one of the many important functions of the Project Manager’s responsibilities at Wilsey Ham. The project schedule is also reviewed on a weekly basis at the same time the Project Manager reviews the budget. If the Project Manager determines that we are falling behind on schedule, adjustments are made immediately to the staffing to bring us back on track. We do not wait until the end of a project for a big production push since
issues can arise that makes it difficult to achieve the schedule, which is not an option. Staffing adjustments usually involve working longer hours by the project staff to get back on schedule and in some cases we will add production staff if necessary. Overtime is not charged to the client for longer work days.

**Responsiveness and Teamwork**

At Wilsey Ham, being highly responsive to our clients and our ability to form team relationships is one of our hallmarks. This quality is stressed to our staff because we understand the importance of good communication to help keep a project on schedule. Our goal and practice is to return phone calls as quickly as possible, and to be readily available for meetings.

We strive to communicate with our clients using the fastest possible means, whether it is by email, phone, cell phone, fax, or courier. The location of our multiple offices allows for easy communication and timely response between Wilsey Ham, the City, and the potential project sites. Wilsey Ham’s offices are linked by a wide area network over fast internet connections to allow for rapid file sharing and access from remote locations. We use computer, voice and video conferencing and sharing technologies to collaborate and share desktops across the organization. These techniques are interwoven into our daily work processes.

**2013 Charge Rate Fee Schedule**

Wilsey Ham has included our 2013 Charge Rate Fee Schedule on the following page. This fee schedule is effective through the end of 2013.
2013 CHARGE RATE FEE SCHEDULE

A. PERSONNEL SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate Per Hr</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer/Surveyor</td>
<td>$196</td>
<td>Designer/Technician II</td>
</tr>
<tr>
<td>Managing Engineer</td>
<td>166 Per Hr.</td>
<td>Designer/Technician I</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>158 Per Hr.</td>
<td>Cad Operator/Drafter II</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>148 Per Hr.</td>
<td>Designer/Technician</td>
</tr>
<tr>
<td>Engineer II</td>
<td>138 Per Hr.</td>
<td>Administrative Assistant</td>
</tr>
<tr>
<td>Engineer I</td>
<td>128 Per Hr.</td>
<td>Technical Assistant</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>118 Per Hr.</td>
<td>2 Person Survey Crew</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>92 Per Hr.</td>
<td>Contract Personnel</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>122 Per Hr.</td>
<td>Outside Survey Specialist</td>
</tr>
</tbody>
</table>

Effective through December 31, 2013 and subject to revision annually thereafter.

B. REIMBURSABLE EXPENSES

TRAVEL & TRANSPORTATION EXPENSES

Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a handling charge of 10%.

Fifty-five cents (.55¢) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and fifteen dollars ($15.00) per hour for use of vehicles carrying field survey equipment or used for field inspection and supervision.

MISCELLANEOUS EXPENSES

The cost of materials, supplies, reproduction work, agency filing fees, and other services, including communication expenses, plus a handling charge of 10%.

OUTSIDE SERVICES

Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional, or technical firms engaged in connection with the order, plus 10% handling charge.
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.
**COVERAGES**

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. Aggregate limits shown may have been reduced by paid claims.

| INSURER A | Travelers Indemnity Co. of Conn |
| INSURER B | Travelers Property Casualty Co |
| INSURER C | Travelers Casualty & Surety Co. |
| INSURER D | Sentinel Insurance Co. LTD |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

All operations of the named insured. City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants are named as Additional Insured's to General and Auto Liability per policy form wording. Insurance is Primary and Non-contributory.

---

**CERTIFICATE HOLDER**

City of Menlo Park  
Attn: Blanca T. Papas  
701 Laurel Street  
Menlo Park, CA 94025-3483
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Menlo Park
Attn: Blanca T. Papas
701 Laurel Street
Menlo Park, CA 94025-3483

PROJECT/LOCATION OF COVERED OPERATIONS:
City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury”, “property damage” or “personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with your work and included within the “products-completed operations hazard.”

Such person or organization does not qualify as an additional insured for “bodily injury”, “property damage” or “personal injury” for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply to the rendering of or failure to render any “professional services”.

e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that “contract or agreement requiring insurance” to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4, Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this
COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The “bodily injury” or “property damage” for which coverage is sought occurs; and

(2) The “personal injury” for which coverage is sought arises out of an offense committed;

after you have entered into that “contract or agreement requiring insurance” for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

D. The following definition is added to DEFINITIONS (Section V):

“Contract or agreement requiring insurance” means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the “bodily injury” and “property damage” occurs, and the “personal injury” is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

C. The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for “bodily injury”, “property damage” or “personal injury” arising out of “your work” on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a “contract or agreement requiring insurance” with that additional insured. We waive these rights only where you have agreed to do so as part of the “contract or agreement requiring insurance” with that additional insured entered into by you before, and in effect when, the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090

**INSURED**
Wilsey Ham  
3130 La Selva Street, Suite 100  
San Mateo, CA 94403-4808

**DATE (MM/DD/YY)**
12/21/2012

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Travelers Indemnity Co. of Conn</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B</td>
<td>Travelers Property Casualty Co</td>
</tr>
<tr>
<td>INSURER C</td>
<td>Travelers Casualty &amp; Surety Co.</td>
</tr>
<tr>
<td>INSURER D</td>
<td>Property &amp; Casualty Ins Co of H</td>
</tr>
</tbody>
</table>

**COVERAGES**

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. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>6802B12052A</td>
<td>12/31/12</td>
<td>12/31/13</td>
<td>EACH OCCURRENCE $1,000,000/FIRE DAMAGE (Any one fire) $300,000/MED EXP (Any one person) $5,000/PERSONAL &amp; ADV INJURY $1,000,000/GENERAL AGGREGATE $2,000,000/PRODUCTS - COMP/OP AGG $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENL AGGREGATE LIMIT APPLIES PER POLICY/CUMULATIVELY/LOCALLY</td>
</tr>
<tr>
<td>D</td>
<td>AUTOMOBILE LIABILITY</td>
<td>57UECHT8284</td>
<td>12/31/12</td>
<td>12/31/13</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $1,000,000/BODILY INJURY (Per person) $/BODILY INJURY (Per accident) $/PROPERTY DAMAGE (Per accident) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AUTO ONLY - EA ACCIDENT $/OTHER THAN AUTO ONLY - EA ACCIDENT $/AGG $</td>
</tr>
<tr>
<td>B</td>
<td>EXCESS LIABILITY</td>
<td>CUP002B127311</td>
<td>12/31/12</td>
<td>12/31/13</td>
<td>EACH OCCURRENCE $5,000,000/AGGREGATE $5,000,000/ $/ $/</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WC STATUTORY LIMITS $/E.L. EACH ACCIDENT $1,000,000/E.L. DISEASE - EA EMPLOYEE $1,000,000/E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
<tr>
<td>C</td>
<td>OTHER Professional Liability</td>
<td>105380527</td>
<td>12/31/12</td>
<td>12/31/13</td>
<td>$2,000,000 per claim/$2,000,000 annl aggr.</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

All operations of the named insured. City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants are named as Additional Insured’s to General and Auto Liability per policy form wording. Insurance is Primary and Non-contributory.

**CERTIFICATE HOLDER**
City of Menlo Park  
Attn: Blanca T. Papas  
701 Laurel Street  
Menlo Park, CA 94025-3483

**ADDITIONAL INSURED: INSURER LETTER: CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.

**AUTHORIZED REPRESENTATIVE**

ACORD 25-S (7/97) 1 of 1  
#S486506/M486346
POLICY NUMBER: 6802B12052A

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 12/31/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Menlo Park
Attn: Blanca T. Papas
701 Laurel Street
Menlo Park, CA  94025-3483

PROJECT/LOCATION OF COVERED OPERATIONS:
City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):
The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or rented to you; or
c. In connection with your work and included within the “products-completed operations hazard.”

Such person or organization does not qualify as an additional insured for bodily injury, property damage or personal injury for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply to the rendering of or failure to render any “professional services”.
e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4, Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this
COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The “bodily injury” or “property damage” for which coverage is sought occurs; and

(2) The “personal injury” for which coverage is sought arises out of an offense committed;

after you have entered into that “contract or agreement requiring insurance” for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

D. The following definition is added to DEFINITIONS (Section V):

“Contract or agreement requiring insurance” means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the “bodily injury” and “property damage” occurs, and the “personal injury” is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

C. The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for “bodily injury”, “property damage” or “personal injury” arising out of “your work” on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a “contract or agreement requiring insurance” with that additional insured. We waive these rights only where you have agreed to do so as part of the “contract or agreement requiring insurance” with that additional insured entered into by you before, and in effect when, the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.
### COVERS

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. Aggregate limits shown may have been reduced by paid claims.

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants are named as Additional Insured’s to General and Auto Liability per policy form wording. (See Attached Descriptions)

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail written notice to the Certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

### CERTIFICATE HOLDER

City of Menlo Park
Attn: Blanca T. Papas
701 Laurel Street
Menlo Park, CA 94025-3483

---

**ACORD (2001/08)**

---

**ACORD TM CERTIFICATE OF LIABILITY INSURANCE**

---

**PRODUCER**

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

---

**INSURED**

Wilsey Ham
3130 La Selva Street, Suite 100
San Mateo, CA 94403-4808

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<table>
<thead>
<tr>
<th>INSURER AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A: Travelers Indemnity Co. of Conn</td>
<td>25682</td>
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<tr>
<td>INSURER B: Travelers Property Casualty Co</td>
<td>25674</td>
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<tr>
<td>INSURER C: Travelers Casualty &amp; Surety Co.</td>
<td>31194</td>
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<tr>
<td>INSURER D: Property &amp; Casualty Ins Co of H</td>
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</tr>
<tr>
<td>INSURER E:</td>
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<table>
<thead>
<tr>
<th>INSNS POLICY</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>6802B12052A</td>
<td>12/31/11</td>
<td>12/31/12</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ea occurrence) $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ME</td>
<td></td>
<td></td>
<td>PERSONAL ADV INJURY $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td></td>
<td>PRODUCTS - COMP/OP AGG $2,000,000</td>
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<td></td>
</tr>
<tr>
<td>B</td>
<td>EXCESS/UMBRELLA LIABILITY</td>
<td>CUP002B127311</td>
<td>12/31/11</td>
<td>12/31/12</td>
<td>EACH OCCURRENCE $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ME</td>
<td></td>
<td></td>
<td>AGGREGATE $5,000,000</td>
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**CERTIFICATE OF LIABILITY INSURANCE**

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**INSURERS AFFORDING COVERAGE**

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**INSURER A:** Travelers Indemnity Co. of Conn
**INSURER B:** Travelers Property Casualty Co
**INSURER C:** Travelers Casualty & Surety Co.
**INSURER D:** Property & Casualty Ins Co of H
**INSURER E:**

---

**AUTHORIZED REPRESENTATIVE**

---

**DATE (MM/DD/YYYY):** 6/21/2012

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**Dealey, Renton & Associates**
**P. O. Box 12675**
**Oakland, CA 94604-2675**
**510 465-3090**
Insurance is Primary and Non-contributory.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Menlo Park
Attn: Blanca T. Papas
701 Laurel Street
Menlo Park, CA 94025-3483

PROJECT/LOCATION OF COVERED OPERATIONS:
City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants

PROVISIONS
A. The following is added to WHO IS AN INSURED (Section II):
The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or rented to you; or

C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for bodily injury, property damage or personal injury for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply to the rendering of or failure to render any "professional services".

e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance' to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4, Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this
COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The “bodily injury” or “property damage” for which coverage is sought occurs; and

(2) The “personal injury” for which coverage is sought arises out of an offense committed;

after you have entered into that “contract or agreement requiring insurance” for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

D. The following definition is added to DEFINITIONS (Section V):

“Contract or agreement requiring insurance” means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the “bodily injury” and “property damage” occurs, and the “personal injury” is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
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>
<thead>
<tr>
<th>TABLE 1 - List of Firms For Services</th>
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<tbody>
<tr>
<td><strong>Firm</strong></td>
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<tr>
<td><strong>Inspection</strong></td>
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<tr>
<td>Aerotek, Inc.</td>
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<tr>
<td>Star Builders East Bay</td>
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<tr>
<td><strong>Testing</strong></td>
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<tr>
<td>Testing Engineers, Inc.</td>
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<tr>
<td>Signet Testing Labs, Inc.</td>
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<tr>
<td>Bay Area Geotechnical Group</td>
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<tr>
<td>AMS Consulting</td>
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<tr>
<td><strong>Municipal Engineering</strong></td>
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<tr>
<td>CSG Consulting, Inc.</td>
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<tr>
<td>Harris &amp; Associates</td>
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<tr>
<td>Bureau Veritas North America</td>
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<tr>
<td>Swinerton Management &amp; Consulting</td>
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<tr>
<td>Lynx Technologies</td>
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<tr>
<td><strong>Civil Engineering Design</strong></td>
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<tr>
<td>BKF Engineers</td>
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<tr>
<td>McLeod Associates</td>
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<tr>
<td>Wilsey Ham</td>
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<tr>
<td>Mark Thomas &amp; Company, Inc.</td>
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<tr>
<td>Pakpour Consulting Group, Inc.</td>
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<tr>
<td>Freyer Laureta, Inc.</td>
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<tr>
<td>Schaaf &amp; Wheeler Consulting</td>
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### Traffic & Transportation

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

### Administration Services

<table>
<thead>
<tr>
<th>Company</th>
<th>Field</th>
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</thead>
<tbody>
<tr>
<td>Moore &amp; Associates</td>
<td>Marketing and Public Outreach</td>
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<tr>
<td>Articulate Solutions</td>
<td>Marketing and Public Outreach</td>
</tr>
<tr>
<td>Cascadia Consulting Services</td>
<td>Marketing, Public Outreach,</td>
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<td>Program and Policy Analysis</td>
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<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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</table>

### Landscape Architects

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