AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND FARALLON COMPANY

THIS AGREEMENT made and entered into at Menlo Park, California, this 16 day of March, 2016, by and
between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and
FARALLON COMPANY, 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:

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:

1. 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.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement 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.

3. 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).
### 4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed budgeted amount. 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. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

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 project title, Agreement Number, 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.

### 5. 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 employees and applicants for employment, are treated 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.

### 6. 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.

7. 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.

8. 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.

9. NOTICES

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

Brian Henry
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
Nmnelgar@menloprk.org

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

Farallon Company
P.O. Box 848
Novato, CA 94948
415-892-7760

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.

10. 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.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section 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 9, 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 FIRST PARTY 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" (not required if the FIRST PARTY is a Sole Proprietor).

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 Agreement 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.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

13. 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.

14. 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 Agreement shall be at no risk to FIRST PARTY.

15. 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".

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement 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 agreement 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.
17. **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.

18. **COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. **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.

20. **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.

21. **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.

22. **LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this Agreement, 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.

23. **RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. **TERM OF AGREEMENT**

This Agreement shall remain in effect for the period of March 16, 2016 through March 23, 2020 unless extended, amended, or terminated in writing by CITY.
25. 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.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract. Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant is / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the Agreement.

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

FIRST PARTY:

Wendy Oliveira

Signature

Wendy Oliveira

Name

43-2012700

Tax ID#

Date

3/29/16

Title

Sec to Corp

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

4/12/16

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

Date

4/12/16

City Manager

Title

ATTEST:

Pamela Aguilar, City Clerk, City of Menlo Park

Date

4/12/16
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 B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 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 Agreement.

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.
February 10, 2016

City of Menlo Park
Menlo Park Municipal Water District
701 Laurel St.
Menlo Park, California 94025

re: Letter of Interest
On Call Water System Services

To Whom It May Concern:

Farallon Company is interested in performing routine maintenance services and also emergency services for the Menlo Park Municipal Water District.

Sincerely,

Wendy Oliveira
CSLB # 823376
DIR # 1000012899
February 10, 2016

City of Menlo Park
Menlo Park Municipal Water District
701 Laurel St.
Menlo Park, California 94025

re: #2 Firm Organization
On Call Water System Services

Farallon Company Engineering
DBA Farallon Company
P. O. Box 848
Novato, CA 94948
Office Phone #415-892-7760
Fernando Oliveira Mobile #415-716-4550
FAX #415-716-6871

Type of Ownership
A California Corporation
California State Licensed Contractor with an Engineering A & General B License
Incorporated in 2003
Sole Proprietor in Business since 1983

Primary Tasks and Services Provided
Public Works, Commercial Work, Residential Work, Emergency Work
Demolition, Excavation, Grading, Structural Concrete Construction,
Underground Utilities Construction, Storm Drainage & Sub-Drainage
Construction

Size of Firm
Farallon is classified as a small business and registered as a small business by the
Procurement Office, California Department of General Services

Statement of Financial Condition/Stability
The financial condition and financial stability of a small business includes
financial statements, the amount of company debt, the commitment and
longevity of key personal, the length of time in business, and the demonstration
of the ability to weather the storms of economic environment volatility. Farallon
Company is a second generation, family owned and operated business. It's key
personal have been working with the company for decades. Every truck and
every piece of equipment, except a new truck that was recently purchased is
100% owned by the company, as well as the Corporation yard real estate. Although Farallon Company struggled in the economic crisis of 2008, due to the lack of work in the construction industry, the credit crisis and the crash of the real estate market, we have continued to provide excellent construction products and services and have emerged from that experience stronger than before. For all of the reasons stated above, we believe that Farallon Company has proven itself to be financially sound and able to continue to make wise financial decisions in the future. Financial Statements available upon request.

Financial References
Simon Bonilla
Branch Manager
Union Bank of California
799 Laurel St.
San Carlos CA 94907
#650-591-8221
February 10, 2016

City of Menlo Park
Menlo Park Municipal Water District
701 Laurel St.
Menlo Park, California 94025

re: #3 Construction Team
On Call Water System Services

Fernando Oliveira- Contractor, Operations Superintendent, Equipment Operator
(resume attached)

Jonathan Oliveira- Project Manager, Equipment Operator

John Paulino- Project Manager, Equipment Operator, Safety Coordinator,
Maintenance Manager (resume attached)

Construction Crew-7 to 10 Construction Laborers trained for assisting with
heavy equipment operations, underground installations, concrete
construction, traffic control and emergency work

Wendy Oliveira- Office Manager, Project Manager for Start-up & Mobilization
(resume attached)

Office Staff- Performs all office duties necessary to run a construction company

Sub-Contractors- Farallon Company's crew is trained to complete most of the
necessary work in house, with little need for sub-contractors. All of the
following companies are family owned and operated and have been doing
business on the peninsula for decades:

Aguilar & Sons Paving
1116 Bernal St
Burlingame, CA 94010
#650-344-1400

Bender's Concrete Pumping
1224 Bellevue St.
San Mateo, CA 94401
#650-344-3647

Greg's Trucking Services
2045 Detroit Ave
San Mateo, CA
#650-343-5946

Castle Concrete Pumping
1220 Century Court
Santa Rosa, CA 95403
#707-528-7867
Experience Qualification

Fernando Oliveira
Date: February 10, 2016

As a General and Engineering Contractor I have performed the full spectrum of residential, commercial and Public Works construction projects over the last 30 years. The poor economy and the heavy competition for a few projects have pressured me to consider and seek employment in the Public sector. To this position I would bring my entrepreneurial spirit, attention to detail, pride in work excellence and 30 years experience managing employees, contractors, sub-contractors, clients, material suppliers and project budget demands. I have personally performed all aspects of construction, and supervised employees and sub-contractors in completing ground-up construction of commercial buildings and single family dwellings and condominiums.

Over the past two decades I have specialized in site work, structural concrete construction and underground installations. My company owns a fleet of trucks and heavy equipment. I have purchased and operate all pieces of equipment for my company. I also manage all of the maintenance and repairs on all of the trucks and the equipment. My initial experience with street maintenance has come from projects necessitating street encroachment to install underground utility connections. This installation requires interfacing with the city building department, the street department, the sewer department, the PG &E company, the area telephone company, the area cable company and the paving sub-contractor. The experiences gained here are things the Street Maintenance Department deals with on a daily basis.

I have also done numerous projects for the Town of Hillsborough that offer experience in street maintenance, including, repairing sewer lines, installing and repairing storm drainage lines, installing curb inlet systems, installing manholes, road stabilization projects, hillside slide repair, creek cleaning, erosion control and storm drain blockage repair. My company is invited to bid work on a regular basis because the Town of Hillsborough receives quality product for the best price. On a recent project for the City of Walnut Creek, we worked over a high pressured gas pipeline. Kinder Morgan, the pipeline company had to be present at all times. We had to pothole the exact location of the line and clearly mark it for all workers to see. I have also gained experience working with the Public Works system in Hillsborough, the County of Alameda, and the City of Walnut Creek. While they have very different requirement in each municipality, I became experienced with the involvement of many departments, requirements and officials to do the job.

Farallon Company projects have ranged from $10,000.00 to $1,000,000.00. With every project I develop a budget. I use the data I create on the estimate spreadsheet to develop the materials, equipment and labor take-offs. I obtain price quotes from suppliers and sub-contractors, and add in overhead calculations. All this information is used to compile the project budget. I am the person that orders all of the materials and I am negotiating lower prices at every opportunity. I manage budget demands by knowing the unit costs of the materials and sub-contractors and have an accurate estimate of time and labor needs. By staying involved in price negotiation and work scheduling, project budgets have always been on track.
For 30 years I have been the sole person in charge of evaluating employment applications and resumes, interviewing, evaluating the experience, character and potential development of prospective employees. Through the years I have personally trained many employees in all aspects of construction duties, and overseen the training of others by lead personnel. I have encouraged and trained employees to learn to read plans and become experienced with all tools and equipment. I have sponsored several of them to qualify and pass their state contractor license test. I make all of the promotion decisions for the company. The crafts that are required in my company are operating engineers, concrete finishers, form builders and laborers. In the past 5 years the crew size fluctuates from 5 to 15 employees, however, over the years, I have managed crews of 20 to 30 employees. Running work and crews are part of my specialties. I use my keen ability to know what needs to be done and the time it should take to do it.

I am able to use the computer to perform several functions of my business. I use the internet to stay educated about costs of equipment and machinery, to shop for supplies, for purchasing materials, to search for potential work and to obtain on-line digital plans. I use e-mail to communicate with clients, potential clients and suppliers. I use excel spreadsheets for inventory control, budget management and job estimating. I have become proficient in using several software programs for estimating using digital plans. I have used Microsoft word for correspondence and advertising documents. I have used database applications for advertising and communicating with past and potential clients. I am able to learn new software programs quickly and easily.

Public Safety has to be at the top of everyone's list and it would be my job to communicate that expectation to everyone who works in that project. I would evaluate all job site activity through the eyes of Public Safety, so that potential problem can possibly be identified before accidents happen. I would develop the employees I am responsible for to consider Public Safety as important as an excellent product and have some reward for employees who contribute to that end.
Wendy Oliveira
60 Monroe Court, Novato, CA, USA 94947 # (415) 716-2337

Job Objective

To secure a position as an Airline Customer Service Agent that offers an immediate challenge and career opportunity, where my customer service and international travel skills will enhance the satisfaction level of the customers.

Professional Strengths

- Twenty years of professional experience where customer service and customer satisfaction and confidence was of primary importance
- Sociable and welcoming personality with good customer relations skills
- Attention to detail
- Comprehensive written and verbal communication skills
- Sound judgment with excellent problem solving and resolution skills
- Highly organized with ability to balance multiple tasks in a fast-paced and at times stressful environment
- Ability to manage a busy workload without close supervision
- Ability to perform tasks independently as well as part of a team
- Ability to meet the goals of the organization as well as customer satisfaction
- Excellent administrative, management and organizational skills
- Excellent interpersonal and leadership skills that can motivate people
- Strong knowledge and experience of international and domestic travel
- Proficient in Microsoft Office, internet, web-based applications

Work History

Executive Assistant/Office Manager for Company/Business Owner
6/2000 to Present – Farallon Construction Company, Novato, CA

- Managed and performed daily responsibilities, composition of various administrative correspondences, screened & managed incoming calls, customer service tasks, processing mail, organization and maintenance of CEO’s office, review and reconciliation of expenses
- Provided administrative support to managing partners
- Managed CEO’s monthly calendar and daily schedule, arranged meetings with staff, vendors, job walks
- Maintained confidential corporate and department documents, financial records, and employee files
- Coordinated and prepared national and international travel arrangements and processed travel expense reports
- Advertised for recruitment of new employee, reviewed incoming resumes, created new concise employment application, conducted initial phone screening interviews as directed by CEO in accordance with EEO requirements and labor laws, arranged interviews, coordinated new hire paperwork and department orientation
- Developed and improved processes and procedures to ensure effective company image, created company presentation portfolio and sent them to all prospective clients, made all online plan rooms and e-bid board connections and searched daily for new bid prospects, ensuring the success of all marketing deliverables
- Determined best solutions and approaches to achieve core project guidelines. Set deadlines, monitored and summarized progress of project. Identified marketing performance and effectiveness
- Assisted and audited project work orders and project reconciliation between the project management report and production schedules
- Implemented direct mail marketing system, including database creation for target market, label template, brochure creation and marketing mailers
- Collected and analyzed confidential marketing, financial and business data. Generated daily, monthly, and quarterly job costing and profitability reports
- Procured and implemented new estimating software system, and assisted CEO in training
- Managed all health, construction liability, commercial truck, disability, worker’s compensation insurance policies and renewals
- Created trade credit lines, acquired construction bonding and business capital financing
- Created all company correspondence, editing and proofreading of CEO’s documents, as directed
- Coordinated with corporate attorney and managed all contracting operations for the company
- Processed payroll, responsible for tracking vacation, sick, LOA time benefits, Worker’s Compensation, reconciliation of monthly insurance billing, administered health employee benefits

**Medical Assistant/Office Manager**

5/1990 to 2005 – Thomas Maloney M.D, Petaluma, CA

- Managed and performed daily responsibilities, screened & managed incoming calls, scheduled appointments, handled all patient customer service tasks, scheduled diagnostic tests and surgeries, managed pharmacy refills and medication orders, processed mail
- New patient interviews
- Patient illness assessment
- Assist Doctor in communication of treatment plans with patient and family members
- Organization and maintenance of Doctor’s correspondence
- Medical records management
- Daily receivables posting and reconciliation
- Insurance Benefits counseling with patient and family members
- Insurance billing and reconciliation
- Review and reconciliation of expenses
Education

Bachelor's degree in Business Management and Computer Science from Sonoma State University, 1988, Cum Laude Honors

Computer Skill

MS Word, Excel, Outlook, PowerPoint, QuickBooks, Internet Explorer, Various Medical Office Management Software,

References Available Upon Request
I immigrated to the United States from Portugal in 1974. I learned English and became and American soon after I arrived in California. In 1982 I began my career with the Public Works Department of the Town of Hillsborough, Street Department. I have had many promotions and moved through the ranks to lead man. I have experience in all aspects of water main and hydrant installation and storm drainage installations. I have coordinated with PG&E and other utilities on underground installations. I have experience and have had extensive training in safety and emergency trouble shooting and the demands of working in all adverse weather conditions.

In 1991 I used my training and experience to obtain my California State Building Contractor's License. I started my own construction company, Paulino and Sons Construction. The main service of the business is home remodel. In addition, I have managed all aspects of a multi-unit property, including vacancies, financial issues and maintenance and repairs.

In 2001, with a partner, we designed, financed, managed, installed all of the interior plumbing, drainage, sub-drainage on 3, 5000 foot, high end custom homes. The experience these projects afforded me has qualified me to tackle multiple, large scale home remodel projects.
In 2014, when I retired from the Town of Hillsborough, I became a Project Manager for Farallon Company. I have used my years of experience to install 100 ft of street underground water main, gas service and electrical for residential custom home in Hillsborough; emergency water main repair for the City of Menlo Park; retaining walls, storm drainage and concrete sidewalk curb & gutter installation on a residential project in Burlingame; building a 500 foot long, multi-family private road with extensive soldier pile retaining walls and coordination with residents and other sub-contractors in Los Altos Hills; and a mass excavation and site improvement project for the Town of Colma.
February 10, 2016

City of Menlo Park
Menlo Park Municipal Water District
701 Laurel St.
Menlo Park, California 94025

re: #4 Experience
On Call Water System Services

Dave Bishop, Senior Engineer
Town of Colma
1188 El Camino Real
Colma, CA 94014
#650-757-8888 dave.bishop@colma.ca.gov

Farallon Company is presently working with him on the Mass Excavation & Site Improvements Project for the Town of Colma. Dave Bishop was formally the engineer for the Town of Hillsborough, and Farallon Company completed multiple projects him there during his tenure. Projects included:

Town of Hillsborough- 720 Chateau Road Emergency Stabilization C Date
6/2011
Cardigan Storm Drain-Slope Emergency Repair- Storm drain line replacement, sidewalk curb & gutter
C Date 3/2011
100 Lookout Rd- Replacement of roadway, curb & gutter
C Date- 9/2009
Windsor Drive Water Main Replacement Project, Install New Fire Hydrant Replacement of roadway, curb & gutter 9/2011
Woodridge Landslide Repair Emergency Work C Date
8/2011
Emergency Repair of Storm Drain Obstruction
Macadamia Open Space C Date- 2/2008

Boris Zats-Owner/Contractor-650-368-0901 boriszats@comcast.net cell phone 650 799-9616
Zats Commercial Historic Building- 2011 Foundation & Underground Water Main & Utilities Install, New Construction of Commercial Building, Sidewalk, Curb & Gutter
2411 Broadway, Redwood City, CA, Downtown
C Date- September 2013
Bejhan Razi, Contractor, Camello Inc., P.O.Box 1454, Mill Valley, CA 94941
#650-678-7240  bejhan@camelloinc.com
Li Residence 625 West Santa Inez, Hillsborough C Date 11/2014
Li Residence 501 Remillard Dr, Hillsborough C Date 2/2015
Cinnamon Ct Partners, 38 Cinnamon Ct, Hillsborough, under construction
High end residential single family homes, demolition, foundations,
underground utilities, storm drain curb & gutter
February 10, 2016

City of Menlo Park
Menlo Park Municipal Water District
701 Laurel St.
Menlo Park, California 94025

re: #5 Sample of Costs
On Call Water System Services

Farallon Company has worked for the City of Menlo Park in November & December on some Emergency Work. We have not done too much in the last 2 years so I included the work we did most recently.

**SUBJECT:** Windsor Drive Water Main Replacement Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Work</td>
<td>$53,575.00</td>
</tr>
<tr>
<td>5/2/11 Change Order #2</td>
<td>$3,905.00</td>
</tr>
<tr>
<td>5/2/11 Change Order #3</td>
<td>$5,200.00</td>
</tr>
</tbody>
</table>

**TOTAL CHARGES** $62,680.00

Dave Ballestrasse, Town of Hillsborough
1600 Floribunda Ave.
Hillsborough, CA 94010
Phone #650-375-7444, FAX #650-548-0859,
mail-dballestrasse@hillsborough.com

Boris Zats #650 380-0901, Cell Phone 650 799-9616 boriszats@comcast.net
Zats Commercial Building Water Main Replacement

12/10/10 Fire water tapping sleeve upsize to 16" diameter X 6" diameter
12/10/10 Domestic water tapping sleeve upsize to 16" diameter X 2" diameter
12/10/10 Fire water line drop due to storm line location
Total $26,500.00

Bejhan Razi, Camello Inc., #650 678-7240 bejhan@camelloinc.com

125 West Santa Inez, Hillsborough
8/15/14 Water Main Construction $4,800.00

501 Remillard Dr, Hillsborough
5/5/15 Water Main Construction $3,190.00

38 Cinnamon Ct, Hillsborough
Water Line Construction $4,340.00
<table>
<thead>
<tr>
<th></th>
<th>Equipment</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Daily Rate</td>
<td>Weekly Rate</td>
<td>4 Week Rate</td>
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<tr>
<td>2</td>
<td>Takeuchi Rubber Track Loader TL26</td>
<td>$387.00</td>
<td>$1,335.00</td>
<td>$3,272.00</td>
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<tr>
<td>3</td>
<td>Sheepsfoot Compactor 5.73 Ton</td>
<td>$491.00</td>
<td>$1,866.00</td>
<td>$4,908.00</td>
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<tr>
<td>4</td>
<td>Smooth Roller/Compactor 6 Ton</td>
<td>$422.00</td>
<td>$1,502.00</td>
<td>$4,267.00</td>
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<tr>
<td>5</td>
<td>Trench Sheepsfoot Compactor</td>
<td>$404.00</td>
<td>$1,201.00</td>
<td>$3,740.00</td>
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<tr>
<td>6</td>
<td>Jumping Jack Compactor</td>
<td>$104.00</td>
<td>$427.00</td>
<td>$995.00</td>
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<tr>
<td>7</td>
<td>Vibraplate Compactor</td>
<td>$94.00</td>
<td>$363.00</td>
<td>$866.00</td>
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<tr>
<td>8</td>
<td>Track Loader CAT</td>
<td>$635.00</td>
<td>$1,964.00</td>
<td>$5,365.00</td>
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<tr>
<td>9</td>
<td>Track Loader CAT953C</td>
<td>$912.00</td>
<td>$3,229.00</td>
<td>$7,852.00</td>
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<tr>
<td>10</td>
<td>Track Dozer</td>
<td>$543.00</td>
<td>$1,617.00</td>
<td>$4,580.00</td>
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<td>11</td>
<td>Rubber Tire Backhoe JBC</td>
<td>$336.00</td>
<td>$1,062.00</td>
<td>$3,008.00</td>
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<tr>
<td>12</td>
<td>Mini Excavator Bobcat 331</td>
<td>$348.00</td>
<td>$1,296.00</td>
<td>$3,429.00</td>
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<tr>
<td>13</td>
<td>Mid Size Excavator CAT 305</td>
<td>$402.00</td>
<td>$1,350.00</td>
<td>$3,536.00</td>
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<tr>
<td>14</td>
<td>42,000 lb Excavator</td>
<td>$970.00</td>
<td>$2,940.00</td>
<td>$7,852.00</td>
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<tr>
<td>15</td>
<td>48,000 lb Excavator Kobelco 190</td>
<td>$1,062.00</td>
<td>$3,476.00</td>
<td>$8,500.00</td>
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<tr>
<td>16</td>
<td>70,000 lb Excavator Kobelco 330</td>
<td>$1,418.00</td>
<td>$4,200.00</td>
<td>$12,495.00</td>
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<tr>
<td>17</td>
<td>Backhoe/Drill</td>
<td>$436.00</td>
<td>$1,462.00</td>
<td>$4,208.00</td>
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<tr>
<td>18</td>
<td>Mini Excavator/Drill</td>
<td>$448.00</td>
<td>$1,696.00</td>
<td>$4,629.00</td>
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<tr>
<td>19</td>
<td>Mid Size Excavator/Drill</td>
<td>$502.00</td>
<td>$1,750.00</td>
<td>$4,736.00</td>
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<tr>
<td>20</td>
<td>42,000 lb Excavator/Drill</td>
<td>$1,095.00</td>
<td>$3,540.00</td>
<td>$9,852.00</td>
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<tr>
<td>21</td>
<td>48,000 lb Excavator/Drill</td>
<td>$1,187.00</td>
<td>$3,976.00</td>
<td>$10,000.00</td>
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<tr>
<td>22</td>
<td>70,000 lb Excavator/Drill</td>
<td>$1,568.00</td>
<td>$4,076.00</td>
<td>$10,300.00</td>
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<tr>
<td>23</td>
<td>Water Buffalo-water not included</td>
<td>$122.00</td>
<td>$427.00</td>
<td>$1,189.00</td>
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<tr>
<td>24</td>
<td>Street Sweeper</td>
<td>$252.00</td>
<td>$670.00</td>
<td>$2,056.00</td>
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<tr>
<td>25</td>
<td>Hydraulic Breaker for Excavator</td>
<td>$320.00</td>
<td>$926.00</td>
<td>$2,317.00</td>
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<tr>
<td>26</td>
<td>High Reach Material Handler</td>
<td>$512.00</td>
<td>$1,450.00</td>
<td>$5,000.00</td>
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<tr>
<td>27</td>
<td>Light Tower Diesel Power</td>
<td>$122.00</td>
<td>$364.00</td>
<td>$851.00</td>
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<tr>
<td>28</td>
<td>Underground Utility Truck</td>
<td>$320.00</td>
<td>$1,280.00</td>
<td>$3,840.00</td>
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<tr>
<td>29</td>
<td>18' Flatbed or high side dump</td>
<td>$125.00</td>
<td>$500.00</td>
<td>$1,500.00</td>
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<tr>
<td>30</td>
<td>Ford F350 With Small Tools</td>
<td>$200.00</td>
<td>$800.00</td>
<td>$2,400.00</td>
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<tr>
<td>31</td>
<td>Ford F450 With Small Tools</td>
<td>$200.00</td>
<td>$800.00</td>
<td>$2,400.00</td>
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<tr>
<td>32</td>
<td>Ford F550 With Small Tools</td>
<td>$200.00</td>
<td>$800.00</td>
<td>$2,400.00</td>
<td></td>
</tr>
</tbody>
</table>
## Item Price Schedule

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>$ City Business Hours (7am - 5pm)</th>
<th>$ After Hours (5:01pm - 6:59am)</th>
<th>Notes</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Supervisor</td>
<td>Hr.</td>
<td>130 -</td>
<td>195 -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Equipment Operator</td>
<td>Hr.</td>
<td>126 -</td>
<td>189 -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Laborer</td>
<td>Hr.</td>
<td>97 -</td>
<td>145.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Utility Truck (F350)*</td>
<td>Hr.</td>
<td>250 -</td>
<td>250 -</td>
<td>With Small Tools</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Dump Truck (F350 - F550) *</td>
<td>Hr.</td>
<td>280 -</td>
<td>280 -</td>
<td>Per Day</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Dump Truck (F550) *</td>
<td>Hr.</td>
<td>210 -</td>
<td>210 -</td>
<td>Per Day</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>10 Wheeler Dump Truck*</td>
<td>Hr.</td>
<td>125 -</td>
<td>187.50</td>
<td>With Driver</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Jet / Vac Truck*</td>
<td>Hr.</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Back Hoe*</td>
<td>Hr.</td>
<td>340 -</td>
<td>340 -</td>
<td>+ Transport</td>
<td>+ $220</td>
</tr>
<tr>
<td>10</td>
<td>Mini Excavator*</td>
<td>Hr.</td>
<td>4.20 -</td>
<td>4.20 -</td>
<td>+ Transport</td>
<td>+ $1220</td>
</tr>
<tr>
<td>11</td>
<td>Air Compressor</td>
<td>Hr.</td>
<td>1.5 -</td>
<td>1.5 -</td>
<td>Including hose, hammer &amp; steel</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Asphalt Pavement 10' X 10' X 6''</td>
<td>Each</td>
<td>2.800 -</td>
<td>N/A</td>
<td>Estimate complete job</td>
<td>Remove &amp; Replace</td>
</tr>
<tr>
<td>13</td>
<td>Concrete Sidewalk 4' X 10' X 4''</td>
<td>Each</td>
<td>2.500 -</td>
<td>N/A</td>
<td>Estimate complete Job</td>
<td>Remove &amp; Replace</td>
</tr>
<tr>
<td>14</td>
<td>Install 3 way valve with Fire hydrant run</td>
<td>Each</td>
<td>22,940</td>
<td>N/A</td>
<td>Estimate whole job, from start to finish, include all fittings needed, concrete and paving</td>
<td>Connect new Hydrant Set up to a 6'' water Main / 4' ft. deep, area exposed 10' X10'</td>
</tr>
<tr>
<td>15</td>
<td>Install a 2'' Water Service</td>
<td>Each</td>
<td>11,720</td>
<td>N/A</td>
<td>Estimate whole job, from start to finish, include all fittings needed, concrete and paving</td>
<td>8'' Water Main, 10' service run have</td>
</tr>
</tbody>
</table>

All Paving done for the MPWD only needs a 1'' Tee Cut / not to Standards

* Price on Pieces of Equipment only no operators

**Not Included:** time for discovery of other utilities that might be exposed during excavation