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

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AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND APC INTERNATIONAL, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 30th day of August, 2017, by
and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY",
and APC INTERNATIONAL, INC., 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: On-Call Inspection & Management 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:

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 project budgeted 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. 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:

Justin I. C. Murphy  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
nmnelgar@menlopark.org

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

Allan Butler  
APC International, Inc.  
396 Industrial Street  
Campbell, CA 95008  
408-583-0510  
apcintl@aol.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.
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 August 30, 2017 through August 30, 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:

Signature [Signature]

ALLAN BUTLER

Name

94-2914791

Tax ID# [Tax ID#]

APPROVED AS TO FORM:

[Signature] [Signature]

William L. McClure, City Attorney

CITY OF MENLO PARK:

Signature [Signature]

Alex D. McIntyre

Name

City Manager

Title

ATTEST:

[Signature] [Signature]

City Clerk, City of Menlo Park

Date 9/21/17

Date 9/10/17

Date 9/20/17

Date
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. 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.

A2. 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 Section A5 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.

A3. SCHEDULE OF WORK

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

A4. CHANGES IN WORK – EXTRA WORK

In addition to services described in Section A1, 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 FIRST PARTY 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 Department Head.
### A5. BILLINGS

First Party's bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; 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 A2.

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.
Date: June 15, 2017

Prepared For: City of Menlo Park
Attn: Michael Zimmerman
701 Laurel St., Menlo Park, CA 94025
MZimmerman@MenloPark.org

Prepared By: Allan T. Butler, Professional Civil Engineer

Subject: RFQ for On-Call Construction Inspection & Management Services

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Addenda:
- Staff Resumes: Allan Butler, Steven Blake, Susan Lacy, Frank Mello

One (1) PDF Submitted electronically by:
APC International, Inc. has provided professional construction inspection and management services on a wide range of Public Works and private development projects since incorporation in 1983, all of which have been successfully completed with regard to budget, schedule, and quality. A key factor in this regard is the quality and experience of our staff on the Public Works projects in particular, where the majority of our staff have worked at Senior Principal Inspector level for local Cities. Their experience encompasses roadway construction and paving, underground infrastructure and bridge construction, and they have proven records for both APC and local City Departments of Public Works of completing projects on time and within budget and to high standards of quality. The recent successfully completed projects include eight (8) for the City of Santa Clara and four (4) for the City of Mountain View.

This experience is combined with the management ability that is necessary for successful completion of complex and tightly scheduled projects and includes monitoring of traffic plans and public safety, providing clear public communication, understanding and responding to the Clients’ requirements, and professionally and effectively communicating with the contractors to resolve issues or conflicts in a timely manner and without incurring added cost. The inspectors to be assigned to these projects have the experience and ability summarized above, which will help ensure that the City of Menlo Park’s projects are completed on time, within budget, and to the highest quality.

Of the many Public Works projects that APC has completed, those referred to in this proposal combine APC’s experience on similar projects and our working relationship with various Agencies. We have a clear understanding of the City’s requirements with regard to the project goals and of their management approach to achieving those goals. This is reviewed under Section 4 of this proposal, which discusses the priorities of traffic control and public safety; public communication; achieving schedule, budget and quality goals; and maintaining the contract documentation necessary for efficient management of the project.

Although the documentation is essentially ‘paperless’, the input relies on site observations, written reports, and test results compiled by our inspectors and the various special inspection consultants retained by both the City and contractor. This information has to be reviewed, collated, and presented in an organized manner to confirm full compliance with the plans and specifications as the work progresses. APC and our inspectors have a primary role in this regard, and our office and field staff work as a team to maintain the documents and records necessary for efficient acceptance of the completed projects by the City of Menlo Park. APC also maintains the insurance coverage required under the City’s Standard Agreement and has no exceptions to this RFQ.
2. **PROFILE OF FIRM**

<table>
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<tr>
<th>Firm Name</th>
<th>APC International, Inc.</th>
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</thead>
<tbody>
<tr>
<td>Firm Address</td>
<td>396 Industrial Street, Campbell, CA 95008</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(408) 583-0510</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:apcintl@aol.com">apcintl@aol.com</a></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Allan Butler</td>
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APC International, Inc. (APC) was incorporated in California in 1983 and has provided professional construction management services on a wide range of building and Public Works projects located mainly in the Bay Area but were also completed in Los Angeles, Seattle, and San Diego. The Clients for the Public Works projects include the Cities of San Jose, Santa Clara, Mountain View, Cupertino, Campbell and San Francisco, the Santa Clara VTA, and the San Jose Water Company. The current and prior Clients for the building construction projects include John Stewart Company, Citibank, Legacy/Steelwave Partners, and the Santa Clara Valley Water District.

Depending on the project workload, the number of construction managers and/or inspectors employed has been up to 10, and our current staffing is a total of six. In addition, we regularly retain Special Inspection firms to augment the construction management and inspection scope with inspection and testing tasks required for conformance with the plans and specifications and the Building Code.

A breakdown of the total contract values of projects currently in progress or recently completed, and on which we are providing construction management (CM) and inspection services, is approximately as follows:

- **CM & Inspection – Affordable Housing** - $80 million
- **CM & Inspection – Public Works** - $15 million
- **Construction Loan Monitoring – Affordable Housing** - $130 million

All of the projects on which APC has been retained were successfully completed with regard to budget, quality and schedule, and APC has never been involved in any claims or lawsuits from Clients or Public Agencies. APC has previously been retained by various Public Agencies, and our firm carries all of the insurance requirements required by the their Standard Agreements, in addition to which the firm is in excellent financial standing.
3. **PRIMARY TASKS & SERVICES PROVIDED**

The scope of construction inspection and management services is essentially similar for the Public Works projects that are relevant to this proposal. The emphasis on various tasks may vary depending on project design and location factors, but the services which APC has provided on the relevant projects referenced in this section are summarized as follows:

**Field Inspection:**
- Inspect for quality and conformance with plans and specifications, and agree any corrective measures that may be required if this is not fully achieved.
- Inspect traffic control and potential construction impacts on public safety and convenience, and communicate with adjacent residents and businesses.
- Monitor and maintain records of the Contractor's manpower and equipment, monitor Contractor’s performance of best management practices and SWPP installation, perform punchlist inspections in conjunction with the City, and monitor and control correction work prior to project acceptance.
- Check the Contractor’s preparation and accuracy of as-built plans and confirm that these are up to date in conjunction with approval of pay letters.

**Coordination:**
- Coordination with other City Agencies, utility companies, and other City of Menlo Park Depts. as required by their involvement in the projects and as necessary for performance of any third party tasks in accordance with the schedule.
- Monitor the Contractor’s compliance with all applicable permits and permit conditions.
- Coordinate with the City’s Consultants and with testing agencies for performance of QA/QC tasks in accordance with the Contractor’s schedule.
- Review test results and inspection reports, and follow up on the resolution and correction of any non-compliance items.
- Attend all construction and other meetings, prepare and distribute notes, and follow up on agreed action items as may be necessary to maintain the overall schedule.
3. PRIMARY TASKS & SERVICES PROVIDED – CONTINUED

Reporting & Management:
- Prepare daily reports in the agreed City of Santa Clara format, including progress, manpower and equipment, and other relevant information.
- Prepare and submit a weekly status report to the City, which includes a review of progress against the overall schedule, a statement of working days, a summary of any design or construction issues, and a photo record of the work.
- Review submittal approval to ensure that this is implemented in accordance with the Contractor’s schedule, and a similar comment applies to responses to the Contractor’s RFIs.
- Coordinate the resolution of any design issues or conflicts that may arise during construction, especially where they could impact the overall progress and schedule.
- Monitor construction progress against the project schedule, and recommend recovery measures if activity delays occur.
- Review any proposed or potential change orders submitted by the Contractor, for cause and cost, and recommend on their approval or rejection.
- Meet with the Contractor each month to agree quantities for the completed work which will be used to compute the progress pay letters.

4. UNDERSTANDING AND APPROACH

Completing the projects on schedule is a key requirement of the City, and this will be achieved by the Contractor’s careful and effective management and coordination of the project, to achieve production targets within the time constraints of the day or night operations. The daily and detailed progress will be carefully monitored by our inspectors to confirm that the schedule is being maintained, and to review corrective action if there are delays or coordination problems. The ability to respond to Contractor’s questions and to resolve issues that may arise when communication with the design engineers is not readily available is essential to avoiding delays. Pre-planning to clear any outstanding questions ahead of each day’s shift is also important to achieving the scheduled production, and our inspectors are experienced and will be proactive in this regard.
Completing the projects within budget will be an important financial requirement of the City, and based on the plans, specifications, and our experience on similar projects, this will be achieved. Resolving issues and questions and/or responding to unforeseen conditions as noted above, so that work is not delayed or disrupted, are directly linked to the avoidance of change orders. Understanding and implementing City and other Agency permit requirements, in coordination with the construction activities, will also avoid potential schedule impacts. Accurate measurement of completed quantities and their agreement for inclusion in the progress pay letters will provide the necessary control to ensure that the overall budget is maintained, and our inspectors are extensively experienced in this process.

The quality of the completed projects is a key requirement of the City of Menlo Park, and in addition to compliance with plans and specifications, the standard of quality needs to be excellent. Inspection for compliance by the design consultants and special inspection firms will be closely coordinated with the ongoing construction via our inspectors, to make sure this is achieved. The inspection reports and test results will be reviewed by our inspectors for design compliance. In addition our inspectors will closely monitor the overall quality of the work, to confirm that the highest standards are being maintained, and their extensive experience on similar projects is important in this regard.

The field inspectors will maintain project diaries and prepare daily reports in PDF format for transmittal to the City and APC’s office. Other documentation required by the inspectors for daily administration of the project will be retained electronically and/or in field files. Communication by the field inspectors will be via email, and other formal documentation and communications will be maintained electronically in our Campbell office, with distribution to the project team as necessary. This will include weekly reports to the City, CPM monitoring schedule updates, meeting notes, pay letters, RFI and submittal logs, change order analysis and recommendations to the City, and project closeout. It is assumed that regular or weekly meetings will be scheduled with the City to review the project progress and implementation against an agreed agenda, and attended by APC, the Contractor, and interested or involved parties.
The services summarized above were provided to the Public Agencies referenced on the following projects, for which the scopes of work are specifically relevant to this proposal:

A)  
Agency: City of Santa Clara  
Project Title: Various Streets & Roads Project (CE 13-14-04)  
Construction Cost: $1,700,000  
Project Description: Street repair and repaving of Benton and Lincoln Streets and Los Padres Blvd., for a total length of 7000’. Items of work included AC failure repair, grind & remove existing AC to a depth 3” or 5”, and lay levelling course, reinforcing grid, and new AC finish course in conjunction with marking and preserving all utilities, replacing traffic loops, adjusting boxes and manholes to grade, and restriping the finished roadway.  
Services Provided: As summarized above  
Start and Completion: 10/2014 to 01/2015  
Reference: Jim Parisenti, Retired CSC Engineering  
Phone: (408) 747-9259

B)  
Agency: City of Santa Clara  
Project Title: Great America Parkway Pavement Rehabilitation Project (CE 15-16-04)  
Construction Cost: $1,370,000  
Project Description: Pavement repair and overlay of Great America Parkway, for a total length of 3,700’. Items of work included grind and remove existing failed AC to 6” or 8” and replace, and overlay with 2” RHMA pavement, in conjunction with marking and preserving all utilities, replacing traffic loops, constructing new sections of curbs, adjusting boxes to grade, and restriping the finished roadway.  
Services Provided: As summarized above  
Start and Completion: 6/22/2016 to 8/30/2016  
Reference: Scott Thach, CSC Engineering  
Phone: (408) 615-3064

C)  
Agency: City of Santa Clara  
Project Title: Walsh Ave, Sanitary Sewer and Recycled Water Improvements Project (CE 07-08-11)  
Construction Cost: $10,000,000  
Project Description: Replacement of two miles of trunk sewer main, including bore & Jack crossings to UPRR tracks and San Tomas Expressway and Creek, in conjunction with street repair and trench cap repave on completion of the pipe laying.
### C) Cont’d

<table>
<thead>
<tr>
<th>Services Provided</th>
<th>-</th>
<th>As summarized above, with significant traffic control and public communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start and Completion</td>
<td>-</td>
<td>06/2010 to 02/2012</td>
</tr>
<tr>
<td>Reference</td>
<td>-</td>
<td>Jim Parisenti, Retired CSC Engineering</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: (408) 747-9259</td>
</tr>
</tbody>
</table>

### D) Agency

<table>
<thead>
<tr>
<th>Project Title</th>
<th>-</th>
<th>City of Mountain View</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Cost</td>
<td>-</td>
<td>Shoreline Athletic Field, Project No. 11-33</td>
</tr>
<tr>
<td>$10,800,000</td>
<td></td>
<td>Conversion of 10-acre capped landfill into an all-weather 7-acre sports field, with supporting infrastructure including storm drainage, parking for 200 cars and entry driveway, flood lighting and electrical power, Concession Building, landscaping, and reconstruction of street frontage. Prior to starting new construction, the existing landfill methane extraction system was upgraded and modified to coordinate with the new facility layout and finished elevations, including installation of a methane vapor barrier.</td>
</tr>
<tr>
<td>Project Description</td>
<td>-</td>
<td>As summarized above and including Pre-Construction services with the City of MV to review the complex construction sequencing and schedule</td>
</tr>
<tr>
<td>Start and Completion</td>
<td>-</td>
<td>06/2014 to 09/2015</td>
</tr>
<tr>
<td>Reference</td>
<td>-</td>
<td>Rodrigo Macaraeg, Principal Civil Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: (650) 903-6508</td>
</tr>
</tbody>
</table>

### E) Agency

<table>
<thead>
<tr>
<th>Project Title</th>
<th>-</th>
<th>John Stewart Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Cost</td>
<td>-</td>
<td>Hunters View Affordable Housing Development, SF</td>
</tr>
<tr>
<td>$60,000,000 – Phase 1; $40,000,000 – Phase 2</td>
<td></td>
<td>Phases 1 and 2 of an affordable multi-family housing project, with a total of 212 units on a steeply sloping 15-acre site in San Francisco. Prior to constructing the five (5) buildings on Phase 1 and six (6) on Phase 2, extensive earthwork was required and entirely new streets constructed. The building design is 3-story level townhomes or 5-story apartments over podium parking, with mainly stucco plaster and cementitious panel finishes.</td>
</tr>
<tr>
<td>Project Description</td>
<td>-</td>
<td>Construction management</td>
</tr>
<tr>
<td>Start and Completion</td>
<td>-</td>
<td>6/2012 to present</td>
</tr>
</tbody>
</table>
5. **COMPARABLE PROJECTS & REFERENCES – CONTINUED**

<table>
<thead>
<tr>
<th>F)</th>
<th>Agency</th>
<th>San Jose Water Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
<td>Various Pump Station, Storage Tank, and Water Line Projects</td>
<td></td>
</tr>
<tr>
<td>Construction Cost</td>
<td>Between $1,000,000 and $5,500,000</td>
<td></td>
</tr>
<tr>
<td>Project Description</td>
<td>Pump station upgrades, including new pumps and pipework, welded steel and bolted storage tanks (1 to 16 million gallons), reservoir roof replacement, and water main replacement.</td>
<td></td>
</tr>
<tr>
<td>Services Provided</td>
<td>Inspection and construction management</td>
<td></td>
</tr>
<tr>
<td>Start and Completion</td>
<td>2000 to present</td>
<td></td>
</tr>
<tr>
<td>Reference</td>
<td>Frank Du, Engineering Unit Mgr., Special Facilities Phone: (408) 279-7880</td>
<td></td>
</tr>
</tbody>
</table>

6. **PROJECT STAFFING**

APC’s proposed staffing for this project is as follows, and resumes are included under Addendum A:

- **Project Manager:** Allan Butler
- **Construction Manager/Inspectors:**
  - Susan Lacy – Lead
  - Steven Blake – Support
  - Frank Mello – Backup

The Project Manager will be responsible for overall management and coordination of the tasks to be performed by APC, and duties will include attending meetings and preparing notes, preparing summary reports for the City, updating the in-house progress monitoring schedule, reviewing change order requests, assisting in resolution of construction or design issues, updating logs, reviewing QA/QC reports, regularly communicating with APC’s field staff, and periodic inspection of the work. The anticipated project management time to be spent on the project is 10 hours per week.

The Construction Managers/Inspectors will be completely responsible for the management, coordination, and inspection of the work. Their duties will be as summarized in Section 3 herein, including inspection of the work for compliance with the plans and specifications, monitoring the traffic control and public safety, public communication as required, maintaining daily records and preparing reports, resolving construction and design issues with City support, coordinating QC inspection and testing and reviewing results, managing and coordinating the
contact closeout, and communicating with the Contractor at all times and as necessary for the efficient administration and management of the project.

Depending on the project sequencing and workload, two (2) inspectors may need to be assigned, and one backup is available to cover peaks in the workload, overtime, or personnel-related items as necessary. Office support will be provided as required for APC's overall administration and management of the project and is included in the firm's overhead.

7. **HOURLY RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>Weekdays (8 hours max.)</th>
<th>Weekdays (&gt;8 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td>$/Hr.</td>
<td>125</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td>- Allan Butler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Construction Inspector/Mgr.</td>
<td>$/Hr.</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td></td>
<td>- Susan Lacy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Construction Inspector/Mgr.</td>
<td>$/Hr.</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>- Steven Blake</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*** Hourly rates will remain the same per fiscal year and every July 1st increase will be acknowledged based on the percentage increase of the engineering cost index.
ADDENDUM A

Staff Resumes
SUMMARY OF
EXPERIENCE: Over 40 years of experience in project and construction management, and related
disciplines of cost estimating, funding control, and scheduling, and ten (10) years prior
experience in civil engineering design and construction. The civil engineering project
experience includes nuclear power station, soft rock tunnel, roads and bridges, and
defense systems. The project and construction management experience includes hotels,
high-rise office buildings, multi- and single-family housing, R&D campuses, computer
center, water treatment facilities, highways and bridges, and underground water and
sanitary systems, and these projects were constructed in the United Kingdom, Europe,
Africa, and the United States.

Established APC International, Inc. in California in 1983 to provide project management
for a 15-story office development in Downtown San Jose (RiverPark Tower I). Expanded
the firm in 1986 to provide construction management and inspection services to the private
and public sectors, and construction funding control and cost estimating services for banks
and financial institutions. Subsequently, the annual construction value of completed
projects has been in the order of $150M to $200M, and our Clients include the Cities of
San Jose, Scotts Valley, Santa Clara, Campbell and Cupertino; San Francisco Housing
Authority; Santa Clara County Traffic Authority; San Jose Water Company; Legacy/
Steelwave Partners; Citibank; Wells Fargo Bank; First National Bank; Mission Housing
Development Corp.; Tenderloin Neighborhood Development Corp.; Westtrust Corp.; and
Skid Row Housing Trust.

EDUCATION:  

B SC (Eng) - Bachelor of Science, Civil Engineering
Imperial College, London University

DIC - Post Graduate Diploma, Engineering Structures
(Masters Equivalent) Imperial College

PROFESSIONAL
AFFILIATES:  

MICE - Member, Institution of Civil Engineers, UK, #40171677

C Eng - Chartered Engineer, UK

PE - Member, Nat’l Society of Professional Engineers (USA); #102357353

ACI - Member, Assoc. of Construction Inspectors Certified CM/PM;
#4155

ASCE - Member, American Society of Civil Engineers; #394671
DETATEL SUMMARY OF EXPERIENCE

2003 - PRESENT:
Construction Manager on the projects listed below, providing a full range of construction management (CM) services as required to achieve the Client's goals to complete the projects on time, within budget, and to the highest standard of quality. The scope of services vary depending on the type of project, the experience and roles of the project design consultants, and the responsibilities of the Client's staff assigned to the project. In general, my responsibilities were focused on schedule, budget and quality, and the required tasks included review of plans and specifications; monitoring progress against schedule and recommending corrective action in the event of delays; review of pay requests, change order requests and budget control; coordination and monitoring of special inspection and other quality assurance (QA) controls; attending or conducting meetings and resolving issues; coordination with utility companies for on-schedule connection; monitoring services provided by consultants under the terms of their agreements, such as submittal review, RFI response, etc.; maintaining project records and documentation in coordination with the contractor and consultants; and communication with the Project Team and Client to promote a solid team approach to achieving the project goals. The C.M. services were provided on the following projects:

- Hunters View Affordable Housing Project in San Francisco
  Phase 1 Infrastructure and Building Construction, Total Project $57 million, Infrastructure component $13 million; 2009 to Completion May 2013
  Phase 2 currently in progress, for construction cost of $62 million

- The Plant Retail Center infrastructure in San Jose
  Total project - $149 million, Infrastructure component $25 million; Completed June 2008

- The Valencia Gardens affordable housing in San Francisco
  Total project - $50.4 million; Completed June 2006

- Union Point Park in Oakland
  Total project - $8.0 million; Completed September 2005

Supervised construction management and inspection services provided by APC's staff on projects for the City of Santa Clara and the San Jose Water Company. The scope of their services was focused on schedule and quality, and included the relevant C.M. tasks in this regard, such as coordination and monitoring of special inspection firms, resolution of issues, and maintaining progress against schedule. Some of the projects completed by APC's staff are:

- Great America Parkway Pavement Rehab for City of Santa Clara
  Total project $1.4 million; Completed September 2016

- Shoreline Athletic Field for City of Mountain View
  Total project $10.0 million; Completed September 2015

- Various Streets & Roads Project for City of Santa Clara
  Total project $1.7 million; Completed January 2015
(CONT'D)

COMPLETED PROJECTS
2003 - PRESENT:

- Shoreline Trunk Sewer Main Rehab for City of Mountain View
  Total project $2.4 million; Completed January 2013

- Walsh Avenue Sanitary Sewer for City of Santa Clara
  Total project $10.1 million; Completed November 2011

- San Tomas Aquino Creek Trail Phases 2 & 3, for City of Santa Clara
  Total project $9.0 million; Completed December 2005 • 16-million-gallon

- Dow Tank for San Jose Water Company
  Total project $3.0 million; Completed July 2005

- Montevina Treatment Station Upgrades for San Jose Water Company
  Total project $4.0 million; Completed early 2004

- Miscellaneous Storage Tank, Pump Station, and Distribution Projects for the San Jose Water Company;
  Total projects $20.0 million; Completed 2004 to present

Cost Engineering and Loan Control Consultant to Citibank Community Capital on a wide range of affordable housing projects in the Bay Area, Seattle, and Los Angeles. The scope of services required by the Bank to ensure a project is completed in accordance with the loan agreement mirrors the C.M. services required to achieve the budget schedule and quality goals. They include review of plans, specifications, and budget and contract documentation for completeness, coordination and sufficiency prior to loan closing; monitoring progress against schedule, quality, and overall management by the consultants and contractor during construction; review and approval of progress pay requests, including supporting documentation and lien releases; review and agreement of CORs; and reporting to the Bank for disbursement of the progress payments. From 2004, over 150 projects were completed or are ongoing for Citibank.

Construction Consultant to Legacy Partners on their RiverPark II and America Center projects in San Jose, and current Legacy 101 project. The services provided on these projects include review of plans and specifications, monitoring progress against schedule, coordination and monitoring of special inspection after retaining the special inspection firms on behalf of Legacy, implementing other QA controls to achieve the highest standards of quality, and providing reports to the Owner and Investors.

1998 - 2008:

Similar experience, including construction management on Public Works projects, construction support, and inspection by APC staff on the Route 85 Freeway Improvement project in Santa Clara County and numerous affordable housing projects for various Lenders.
EXPERIENCE:

APC International, Inc. 2011-Present

Public Works Inspector & Construction Manager on the Shoreline Blvd. Trunk Sewer Main Relining and Shoreline Athletic Field projects for the City of Mountain View, and sewer relining projects for the City of Santa Clara, with responsibility for inspection of the work for conformance with plans and specifications, coordinating responses to Contractors’ questions and RFIs, monitoring public communication and safety, resolving construction issues, agreeing pay letter quantities, monitoring progress against schedule, maintaining QC and other records, and contract close-out.

City of San Jose - Public Works Department 1981-2011

Principal Construction Inspector: 12/2000 to 2011

- Successfully lead a nine person inspection team in performing capital improvement contract inspection work on bridges, sewer and storm line systems, pump stations, recycled water lines (up to 30” diameter), traffic signals, asphalt overlays, new curb & gutter, sidewalks, wheelchair ramps, landscape and irrigation of median islands, and utilities. A portion of this crew inspects Private Development and Regional Projects (VTA, Caltrans, SCVWD, and PG&E under grounding projects).
- Trained Associate and Senior Inspectors to adequately record construction activities, inspect material items, and administer contracts under construction.
- Negotiate and analyze contract change orders.
- Conduct weekly safety and construction meetings with the inspection team.
- Troubleshoot construction issues with inspection and engineering staff in order to resolve inefficiencies and other issues.
- Conduct final inspections and approvals of projects.
- Instrumental in streamlining the Public Works Standard Plans and Specifications.

Senior Construction Inspector: 10/1989 to 12/2000

- Managed log of boring and soil analysis, compaction testing, sand equivalence testing, concrete cylinder and beam testing, asphalt S-value testing, gradations, and other lab tests for public works projects while positioned at the materials testing laboratory.
- Analyzed ASTM procedure manuals and produced accurate cheat sheets to verify lab personal were following ASTM protocol.
- Instrumental in helping the Materials Testing Lab obtain there NAVLAP accreditation.
- Trained Associate Inspectors to effectively record construction activities, inspect material items, and administer contracts under construction.
- Inspected and documented the construction of sanitary sewer treatment facilities, storm water pump stations, bridge widening, traffic signal systems and street light systems, road reconstruction, recycled water lines, PCC work, median island landscape and irrigation systems.
Public Works Department 1981-2011

- Documented daily construction activities including contractor forces, materials delivered/used, requests from and directions to contractors, equipment, surveys and testing, visitors, extra work, unforeseen conditions, construction interferences, and all exposed under-ground facilities.
- Interpreted blueprints and specifications (Caltrans and City of San Jose Construction Specifications).
- Examined quality of finished installations for conformity to project specifications, submittals, and industry standards (quality assurance/quality control).
- Measured distances to verify accuracy of dimensions of structural installations & layouts.
- Computed monthly estimates of work completed and approved payment for contractors.
- Negotiated and tracked costs for extra work.
- Prepared sketches of construction installations that deviated from blueprints and reported such changes for incorporation on construction record drawings.

Associate Construction Inspector: 1985 to 10/1989

- Spent the first two years inspecting and documenting new private development projects which included inspection of all public right of way facilities.
- Spent the next two years inspecting public works contract projects.
- Inspected and documented the construction sanitary sewer treatment facilities, storm water pump stations, bridge widening, traffic signal systems, and street light systems.
- Documented daily construction activities including contractor forces, materials delivered/used, requests from and directions to contractors, equipment, surveys and testing, visitors, extra work, unforeseen conditions, construction interferences, and all exposed under-ground facilities.
- Interpreted blueprints and specifications (Caltrans and Construction Specifications Institute formats) and discussed deviations from specifications.
- Examined quality of finished installations for conformity to project specifications, submittals, and industry standards (quality assurance/quality control).
- Measured distances to verify accuracy of dimensions of structural installations and layouts.
- Computed monthly estimates of work completed and approved payment for contractors.
- Prepared sketches of construction installations that deviated from blueprints and reported such changes for incorporation on construction record drawings.
SUMMARY
Thirty years of Construction Inspection experience. Experience in building roads and vertical construction. Knowledgeable about the tools, materials and methods used in Public Works Projects.

SKILLS
- Construction Reports
- Submittal tracking
- RFI tracking
- Paving Asphalt/Rubber
- Compaction testing
- Pre-construction meetings
- Time and Material tracking
- Negotiate change orders
- Traffic control inspection
- Erosion control inspection
- Traffic signal inspection
- Storm pipe inspection
- Water pipe inspection
- Job safety requirements
- Endangered species/wetlands requirements
- Rebar inspection
- Concrete testing
- Jack and bore requirements
- Permit process
- Job bidding process
- Fire main installation inspection
- Motor control Center replacement
- Work with City engineers to resolve issues
- Works well with other agencies
- Special Inspection requirements

ACCOMPLISHMENTS
Worked for 3 decades in Public Works as a Construction Inspector. Starting inspecting private development projects and ending with Capital Improvement projects. I have seen all aspects of from paving to vertical and underground construction. Great career with great projects to show for it.

EXPERIENCE
04/1988 to 03/2017  Construction Inspector
City of San Jose
1988-1997 Development Services, inspected underground pipes, drainage facilities, sidewalk, curb and gutter, street trees, traffic signals and street lights, and paving required in the permit process. Determined sign off for bond release.

1997-2002 Design and Construction Roads and Bridges Capital
Storm and Sanitary Sewer Section watching various sewer and storm projects. Public safety and kept track of the money and quality control. Repair aging or broken sanitary and storm infrastructure or upsize many lines for growth. Inspected structures/rebar before concrete pour. All while maintaining traffic control.

2002-2009 Architectural Engineering Public Works Capital
Vertical construction/buildings. Building Inspector Certification with ICBO. Inspected and managed on site six libraries/community centers and 3 fire stations, new construction. Improvement of 911 emergency dispatch to modern standards all while keeping 911 operational.

2009-2014 Regional Waste Water Facility/ Capital Heavy Industrial
Construction and replacement of many pipes, including underground pipes and pipes hanging in tunnels. Huge remotely controlled valves, instrumentation experience. Kept facility up and running while doing a shut down or diversion involving the entire plant. Coordinated many complex diversions and shutdowns

2014-2017 Chief Inspector Sanitary Sewer Section Capital. Twelve Inspectors working for me. Involved in negotiations with contractors and the City. Supervised, trained and mentored new inspectors. Committed to the growth and maintenance of our aging infrastructure and building the bench for our future inspectors.
EDUCATION AND TRAINING

1995
Paving Machine
Blaw Knox Paving School Certificate — Hayward, CA
Certified in the proper operation of the paving machine to get optimum compaction for a paving job to ensure longevity of our roads.

2010
Confined Space
Safety Compliance — San Jose, CA

2010
Fire Extinguisher Operations
Safety Compliance — San Jose, CA
Certificate

2011
2011 National Electric code with NFPA 70E Awareness & Grounding and Bonding
National Technology Transfer Inc — San Jose, Ca

2010
Hazard Communication Training
City of San Jose

2012
Dispute Resolution & Ombus Program of the County
Santa Clara County

2007
Analysis of Changes—2005 NEC
National Association of Electrical Inspectors
Erosion Control
SWPP Certification
Controlling run off to meet the State Permit Requirements for construction protection requirements for our water ways and protecting the environment.

2012
IAPMO
Reviewing the latest plumbing code for onsite underground

ICC Building Code Changes 2010
Continuing Education to keep my building Inspector certification active.
EXPERIENCE:

2014 – Present
APC International, Inc.
Construction Inspector
Performed field inspections on utility upgrade and road improvement project for City of Mountain View and on sanitary sewer upgrade projects for the City of Santa Clara. Duties and responsibilities as summarized below, including monitoring of traffic control implementation.

1995 – 2010
City of San Jose – Principal Construction Inspector

- Supervised an inspection unit that performed inspection and contract administration on a variety of large scale construction projects and utility permits.
- Reviewed plans and specifications for conformance to established standards and practices.
- Coordinated work of the inspection team with project engineers, consultants, contractors, utility companies, other agencies and public.
- Resolved contractor deputes, claims, and delays to projects.
- Reviewed Erosion Control Plans, Storm Water Pollution Prevention Plans (SWPPP) and Best Management Practices Plans (BMPs).

1986 – 2010
City of San Jose – Senior Construction Inspector

- Inspected and monitored daily work activities and operations of contractors/utility companies to ensure compliance with the project plans and specifications, and permits
- Tracked and documented quantity of work completed in order to issue partial and final payments to contractors.
- Inspected on site materials and scheduled material testing.
- Reviewed traffic control plans for compliance with MUTCD and project requirements.
- Prepared detailed records.
- Prepared deficiency list.
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 in 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.