

# CONSULTANT AGREEMENT

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



Agreement #: 3036

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND CARLSON MANAGEMENT INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 8/13/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and CARLSON MANAGEMENT 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: Facebook Bayfront pedestrian overcross bridge

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 \$83,038.20 with a contingency requiring City authorization of up to \$10,961.60 (for a total not to exceed sum of \$94,000) as described in Exhibit "A," Scope of Services. All payments 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, the FIRST PARTY shall submit a statement describing the services performed to CITY. 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 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before 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:

Chuck Andrews  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6757  
chandrews@menlopark.org

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

Bill Carlson  
Carlson Management Inc.  
1551 7<sup>th</sup> Avenue  
San Francisco, CA, 94122  
(415) 990-3705  
bill\_carlson@carlsoncm.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. To the maximum extent permitted by law, CITY agrees to limit the FIRST PARTY'S liability for CITY'S damages to the sum of \$100,000.00 or the FIRST PARTY'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

## 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. Workers' compensation and employer's liability insurance:  
The FIRST PARTY shall have in effect during the entire life of this agreement workers' 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 workers' 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 workers' 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. Before 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, before 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 July 1, 2020 through June 30, 2022 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 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.

**FOR FIRST PARTY:**

DocuSigned by:  
*Bill Carlson*  
3AE924B783DB4C6...

Signature

Bill Carlson

Printed name

45-2192424

Tax ID#

8/12/2020

Date

President

Title

**APPROVED AS TO FORM:**

DocuSigned by:  
*Cara E. Silver*  
CD6C53C794F6491...

Cara Silver, Interim City Attorney

8/12/2020

Date

**FOR CITY OF MENLO PARK:**

DocuSigned by:  
*Starla Jerome-Robinson*  
6BD907BD261744C...

Starla Jerome-Robinson, City Manager

8/13/2020

Date

**ATTEST:**

DocuSigned by:  
*Judi A. Herren*  
39280A20D0BE491...

Judi A. Herren, City Clerk

8/13/2020

Date

**EXHIBIT "A" – SCOPE OF SERVICES****A1.SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's Community Development. 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 consultant services set forth in Exhibit A -1, attached hereto.

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 shall pay FIRST PARTY an all-inclusive fee of not to exceed \$83,038.20 with a contingency requiring City authorization of up to \$10,961.80 (for a total not to exceed sum of \$94,000) as described in Exhibit A-1, Scope of Work, Cost Estimate. All payments, 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

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 before 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 before 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 Building Official.



**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.

## 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.

## EXHIBIT A-1

### SCOPE OF WORK

#### BAYFRONT POC

Provide construction management services including construction inspection and pile dynamic analysis services to the City of Menlo Park for capital improvement project referred to as the Bayfront POC at State Route 84/Bayfront Expressway in Menlo Park.

#### 1. CONTRACT ADMINISTRATION

- a. Administration – CONSULTANT shall perform all construction administration activities, including correspondence and document control. It is understood document control will utilize Facebook's system and be modified to meet conditions as included in Caltrans Agreements and is anticipated to follow requirements of Caltrans Construction Manual and Caltrans Uniform filing system. CONSULTANT shall provide complete support services for field personnel, including office support and coordination of inspection, surveying, and testing firms. Consultant shall enter inspection information on a daily basis in the City's building management system (Accela).
- b. Reporting – CONSULTANT shall utilize Caltrans procedures and policies, and CITY requirements as necessary, regarding documentation of events, compilation of quantities, contractor progress payments, final payment, and record drawings. The required records pertaining to the job site staff include timesheets. Records involved in monitoring Contractor's work include weekly statement of working days and monthly progress report. CONSULTANT staff shall enter the inspections performed daily in the Accela system. The most current Caltrans Construction Manual is the principal reference for CONSULTANT'S field personnel.
- c. Project Meetings – CONSULTANT shall attend weekly progress meetings and other project related meetings with the City and Facebook.
- d. Document Tracking – CONSULTANT shall track all documents during the course of the project. Documents to be tracked include but are not limited to all correspondence, shop drawings, test results, change orders, potential change order items, potential claims, design clarifications, photographs, etc. Document tracking shall utilize Facebook's existing document control system.
- e. Documentation – CONSULTANT shall document the Contractor's and utility companies' activities on a daily basis; meetings related to the project; changed conditions; change orders; weather; accidents; environmental mitigation; and all other items that may be necessary for reviewing progress payments; evaluating and processing change orders; and resolving potential claims. Documentation is to include both written text and photographs. Progress photographs of the overall project are to be taken and a set included in the final project records on the City's Accela system.

## **2. CONSTRUCTION SURVEYING**

CONSULTANT shall review staking requests submitted by Contractor and coordinate staking with Project's construction staking firm. Construction staking to be accomplished via separate contract.

## **3. INSPECTION AND TESTING**

CONSULTANT shall:

- a. Provide construction inspection in accordance with Caltrans procedures for all project items. Items include those identified on Special Inspection and Structural Observation Agreement produced for Facebook Bayfront Pedestrian Overcross Bridge, Building Permit No. 2018-1295.
- b. Coordinate the activities of source inspectors, testing laboratories and surveyors. Coordinate with representatives from utility companies and the administration of all project permits and utility relocations.
- c. Coordinate with Caltrans and City of Menlo Park as well as other outside agencies as appropriate
- d. Maintain an approved and up-to-date set of plans and specifications at the job site.
- e. Review all certificates of inspections and tests.
- f. Provide final inspection and punch list.

## **4. POST CONSTRUCTION PHASE**

After acceptance of construction contract, CONSULTANT will prepare a Construction Completion Report that will include:

- Comprehensive Project Records (per Caltrans and City requirements)



Pro Rata Estimate  
Construction Management  
and Inspection Services for  
Bayfront POC, Menlo Park

08/10/2020

		COST ESTIMATE					
Staff / Role		TOTAL HOURS	2020 Hours	2021 Hours	2020 Rate	2021 Rate	Cost Extended
Bill Carlson, PE Resident Engineer	ST	344.5	240	104.5	\$ 206.00	\$ 212.00	\$ 71,594.00
Inspector (subconsultant)	ST	70	40	30	\$ 159.65	\$ 164.44	\$ 11,319.20
Inspector (subconsultant)	OT	0	0	0	\$ 185.40	\$ 190.60	\$ -
Total Hours		414.5	280	134.5			\$ 82,913.20
<b>TOTAL BASE SERVICES</b>							<b>\$ 82,913.20</b>
Construction Staking Services (By Others)							\$ -
Source/Materials Testing Services (By Others)							\$ -
PDA for Test Pile Program (N/A)							
ODCs at Owner's Request							\$ 125.00
<b>TOTAL SERVICES</b>							<b>\$ 83,038.20</b>

## Notes:

1. This cost estimate is based on preliminary schedule "Appendix F - MPK-22 Bridge Schedule 2020.06.19 Tentative.pdf" with bridge data date of 05.29.2020 and reflects a pro rata share of existing construction management and inspection services contract.
2. Resident Engineer position is not subject to prevailing wage rates. Inspector position is subject to prevailing wage rates. The rates for this position comply with the prevailing wage rates for the classification "Building/Construction Inspector."
3. Hourly rates include wage, overhead, fee, truck and cellphone for each employee. A 3% rate increase for 2021 is included for labor inflation.
4. Markup on inspector (subconsultant) position is included in rate above
5. Construction staking by others.
6. Source/materials testing services by others.
7. Pile Dynamic Analysis (PDA) services estimate above includes 10% markup
8. ODCs at City's Request is included for budgeting purposes and is subject to 5% markup on actual cost. This could include supplies, printing, etc. all subject to City's prior approval.
9. This cost proposal is valid for 90 days from date of submittal.

**CITY OF MENLO PARK – BUILDING DEPARTMENT**  
**SPECIAL INSPECTION AND STRUCTURAL OBSERVATION AGREEMENT**

To permit applicants of projects requiring special inspection and/or testing per chapter 17 of the 2016 California Building Code (CBC).

Project Name/Address: Facebook Bayfront Overcross Bridge

Building Permit No: BLD2018-01295

**BEFORE A PERMIT CAN BE ISSUED:** The owner, or the engineer or architect of record acting as the owner's agent, shall complete two (2) copies of this agreement and the attached structural tests and inspections schedule including the required acknowledgments. A preconstruction conference with the parties involved may be required to review the special inspection requirements and procedures.

**APPROVAL OF SPECIAL INSPECTORS:** Each special inspector shall be approved by the building department prior to performing any duties. Each special inspector shall submit his/her qualifications to the building department and is subject to a personal interview for prequalification. Special inspectors shall display approved identification, as stipulated by the building department, when performing the function of a special inspector.

Special inspection and testing shall meet the minimum requirements of chapter 17 CBC. The following conditions are also applicable:

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The special inspector or inspection agency shall submit a final signed report to the building department stating that all items requiring special inspection and testing were fulfilled and reported and, to the best of his/her knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e. missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in this report.

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The building department may issue a Certificate of Occupancy after all special inspection reports and the final report have been submitted and accepted.

**ACKNOWLEDGEMENTS**

I have read and agree to comply with the terms and conditions of this agreement.

Owner:	<u>Hibiscus Properties LLC</u>	By: <u>Marinus Lamprecht</u> Marinus Lamprecht mlamprecht@fb.com	Date: <u>8/12/2020</u>
Contractor:	<u>Level 10 Construction</u>	By: <u>Andres Schmidt</u> Andres Schmidt aschmidt@level10gc.com	Date: <u>8/12/2020</u>
Special Inspector Or Inspection Agency:	<u>Alta Vista</u>	By: <u>Patrick Young</u> Patrick Young pyoung@altavistasolutions.com	Date: <u>8/12/2020</u>
Project Engineer/Architect:	<u>BKF</u>	By: <u>Natalina Bernardi</u> Natalina Bernardi nbernardi@bkf.com	Date: <u>8/12/2020</u>

**BUILDING DEPARTMENT ACCEPTANCE:**

By: Chuck Andrews Date: 8/13/2020

The following inspection and tests, as indicated below, will be required as detailed in applicable project plans, specifications and the California Building Code. These inspections are in addition to inspections performed by the City of Menlo Park Building Inspection Department.

Individuals performing these duties must be qualified, and approved by the Building Department prior to performing inspections. Individuals certified in a special inspection category by a qualified independent third party organization, and individuals employed by a recognized testing laboratory and under the direct supervision of a Civil Engineer are considered qualified and approved.

Special Inspection Reports shall be submitted to the Building Inspection Department, engineer or architect of record and other designated individuals. Reporting methods shall be described in plans, specifications, and the Building Code. A final inspection report will be required prior to the Certificate of Occupancy.

**SCHEDULE OF SPECIAL INSPECTION**

<b>COLUMN HEADER:</b>	<b>BOX ENTRIES:</b>		
<b>C = Indicates continuous inspection required</b> <b>P = Indicates periodic inspections are required. The notes and or contract documents should clearly clarify</b> <b>I = Required inspection to be performed under this permit per the registered design professional</b>	<b>X = is placed in the appropriate column to denote either “C” continuous or “P” periodic inspections</b> <b>R = Review and approve document</b> <b>G = In accordance with the Geotechnical report or document approved by the Building Official</b>		
Additional details regarding inspections and tests are provided in the project specifications or notes on the drawings. Items marked as continuous inspection may be approved for periodic inspection upon documentation submittal from a nationally recognized laboratory or ICC report that allows periodic inspection and approved by the Building Official.			
<b>INSPECTION TASK</b>	<b>C</b>	<b>P</b>	<b>I</b>
Inspect fabricator’s fabrication and quality control procedures	<b>R</b>		
<b>STEEL</b>			
1. Material verification of high-strength bolts, nuts, and washers			
a. Identification markings to conform to <b>ASTM</b> standards specified in the approved construction documents		<b>X</b>	
b. Manufacturer’s certificate of compliance required		<b>X</b>	
2. Inspection of high-strength bolting			
a. Bearing-type connections		<b>X</b>	
b. Slip-critical connections			
i. Turn of the nut or twist-off		<b>X</b>	
ii. Calibrated wrench	<b>X</b>		
3. Material verification of structural steel			
a. Identification markings to conform to <b>ASTM</b> standards specified in the approved construction documents		<b>R</b>	
b. Manufacturer’s certified mill test reports		<b>R</b>	
4. Material verification or weld filler materials			
a. Identification markings to conform to <b>AWS</b> designation listed in the <b>WPS</b>		<b>R</b>	
b. Manufacturer’s certificate of compliance required		<b>R</b>	
5. Inspection of welding (Shop or Field)			
a. Structural steel			
i. Complete and partial penetration groove welds	<b>X</b>		
ii. Multipass fillet welds	<b>X</b>		
iii. Single-pass fillet welds > 5/16”	<b>X</b>		
iv. Single-pass fillet welds < 5/16”		<b>X</b>	
v. Floor and roof deck welds		<b>X</b>	
vi. Welded studs when used for structural diaphragms		<b>X</b>	
vii. Welding of cold-formed sheet steel framing members (studs and joists)		<b>X</b>	
viii. Welding of stairs and railing systems		<b>X</b>	
b. Reinforcing Steel			
i. Verification of weldability of reinforcing of reinforcing steel other than <b>ASTM A706</b>		<b>X</b>	
ii. Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and Boundary elements of special reinforced concrete shear walls, and shear reinforcement	<b>X</b>		
iii. Shear reinforcement	<b>X</b>		
iv. Other reinforcing steel		<b>X</b>	
c. Inspection of steel frame joint details for compliance with approved construction documents			
i. Details such as bracing and stiffening		<b>X</b>	
ii. Member locations		<b>X</b>	
iii. Application of joint details at each connection		<b>X</b>	
d. Post installed with concrete anchors			
i. Mechanical anchor bolts	<b>X</b>		
ii. Adhesive anchor bolts	<b>X</b>		



INSPECTION TASK	C	P	I
<b>CONCRETE</b>			
1. Inspection of reinforcing steel, including prestressing tendons and placement		X	
2. Inspection of reinforcing steel welding.			
a. Complete and partial penetration of groove welds	X		
b. Multipass fillet welds	X		
c. Single-pass fillet welds > 5/16"	X		
d. Single-pass fillet welds < 5/16"		X	
3. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased	X		
4. Verifying use of required design mix		X	
5. At time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests and determine the temperature of the concrete	X		
6. Inspection of concrete and shotcrete placement for proper application techniques	X		
7. Inspection for maintenance of specified curing temperature and techniques		X	
8. Inspection of prestressed concrete			
a. Application of prestressing forces	X		
b. Grouting of bonded prestressing tendons in the seismic force-resisting system	X		
9. Erection of precast concrete members		X	
10. Verification of in-situ concrete strength, prior to stressing of tendons in posttensioned concrete and prior to removal of shores and forms from beams and structural slabs		X	
11. Inspect formwork for shape, location, and dimensions of the concrete member being formed		X	
<b>MASONRY</b>			
<b>Level (1) Inspections</b>			
1. At the start of masonry construction verify the following to ensure compliance			
a. Proportions of site-prepared mortar		X	
b. Construction of mortar joints		X	
c. Location of reinforcement, connectors, prestressing tendons, and anchorages		X	
d. Prestressing technique		X	
e. Grade and size of prestressing tendons and anchorages		X	
2. Verify			
a. Size and location of structural elements		X	
b. Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction		X	
c. Specified size, grade, and type of reinforcement		X	
d. Welding of reinforcing bars	X		
e. Protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F)		X	
f. Application and measurement of prestressing force		X	
3. Prior to grouting verify the following to verify compliance			
a. Grout space is clean		X	
b. Placement of reinforcement and connectors and prestressing tendons and anchorages		X	
c. Proportions of site-prepared grout and prestressing grout for bonded tendons		X	
d. Construction of mortar joints		X	
4. Verify			
a. Grout placement to ensure compliance with code and construction documents	X		
b. Observe grouting of prestressing bonded tendons	X		
5. Observe preparation of required grout specimens, mortar specimens, and/or prisms	X		
6. Verify compliance with required inspection provisions of the construction documents and the approved submittals		X	

INSPECTION TASK	C	P	I
<b>Level (2) Inspections</b>			
1. From the beginning of masonry construction the following shall be verified to ensure compliance			
a. Proportions of site-prepared mortar, grout, and prestressing grout for bonded tendons		X	
b. Placement of masonry units and construction of mortar joints		X	
c. Placement of reinforcement, connectors and prestressing tendons and anchorages		X	
d. Grout space prior to grouting	X		
e. Placement of grout	X		
f. Placement of prestressing grout	X		
2. Verify			
a. Size and location of structural elements		X	
b. Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames and other construction	X		
c. Specified size, grade, and type of reinforcement		X	
d. Welding of reinforcing bars	X		
e. Protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F)		X	
f. Application of measurement of prestressing force	X		
3. Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed	X		
4. Compliance with required provisions of construction documents and the approved submittals shall be verified		X	
<b>WOOD (BLOCKED DIAPHRAGMS)</b>			
1. Verify grade and thickness of sheathing		X	
2. Verify nominal size of framing members at adjoining panel edges		X	
3. Verify nail or staple diameter and length		X	
4. Verify number of fastener lines		X	
5. Verify spacing between fasteners in each line and at edge margins		X	
<b>SOILS</b>			
1. Verify materials below footings are adequate to achieve the desired bearing capacity		X	
2. Verify excavations are extended to proper depth and have reached proper material		X	
3. Perform classification and testing of controlled fill materials		X	
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of controlled fill	X		
5. Prior to placement of controlled fill, observe subgrade and verify that site has been prepared properly		X	
<b>PILE FOUNDATIONS</b>			
1. Verify pile materials, sizes and lengths comply with the requirements	X		
2. Determine capacities of test piles and conduct additional load tests, as required	X		
3. Observe driving operations and maintain complete and accurate records for each pile	X		
4. Verify locations of piles and their plumbness		G	
a. Confirm type and size of hammer		G	
b. Record number of blows per foot of penetration		G	
c. Determine required penetrations to achieve design capacity		G	
d. Record tip and butt elevations and record any pile damage		G	
<b>PIER FOUNDATIONS</b>			
1. Observe drilling operations and maintain complete and accurate records for each pier	X		
2. Verify locations of piers and their plumbness - confirm	X		
a. Pier diameters	X		
b. Bell diameters (if applicable)	X		
c. Lengths, embedment into bedrock (if applicable)	X		
d. Adequate end strait bearing capacity	X		

<b>INSPECTION TASK</b>	<b>C</b>	<b>P</b>	<b>I</b>
<b>SPRAYED FIRE-RESISTANT MATERIALS</b>			
1. Inspect surface for accordance with the approved fire-resistance design before application		X	
2. Approved manufacturer's written instructions		R	
3. Verify minimum ambient temperature before and after application		X	
4. Verify ventilation of area during and after application		X	
5. Measure average thickness per <b>ASTM E605</b> and <b>Section 1705.13.4</b>		X	
6. Verify density of material for conformance with the approved fire-resistant design and <b>ASTM E605</b>		X	
7. Test cohesive/adhesive bond strength per <b>Section 1705.13.6</b>		X	
<b>MASTIC AND INTUMESCENT FIRE-RESISTANT COATING 1705.14</b>			
<b>EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) 1705.15</b>			
<b>SMOKE CONTROL SYSTEM 1705.17</b>			
<b>SEISMIC RESISTANCE -1705.11</b>			
1. Exterior wall panel and their anchorage		X	
2. Suspended ceiling system and their anchorage		X	
3. Special inspection for welding in accordance with <b>AISC 341</b>	X		
4. Structural Wood – 1705.12.2 (fasteners $\leq 4$ " O.C)			
a. Field gluing operations of elements of the seismic-force-resisting system	X		
b. Nailing, bolting, anchoring, and other fastening of components within the seismic force-resisting system including		X	
i. Wood shear walls		X	
ii. Wood diaphragms		X	
iii. Drag struts, braces		X	
vi. Shear Panels		X	
vii. Hold downs		X	
5. Cold-Formed Steel Framing – 1705.11.3			
a. Welding of elements of the seismic-force resisting system		X	
b. Inspection of screw attachments, bolting, anchoring, and other fastening of components within the seismic-force-resisting system including struts, braces, and hold-downs		X	
6. Pier Foundations – 1705.8			
a. Placement of reinforcing		X	
b. Placement of concrete	X		
7. Steel storage racks 8 ft or greater in height – 1705.11.7			
8. Access floor and their anchorage – 1705.11.5.1			
9. Architectural Components – 1705.11.5			
a. Inspect erection and fastening of exterior cladding weighing more than 5 psf.		X	
b. Inspect erection and fastening of interior non-bearing walls weighing more than 15 psf.		X	
c. Inspect erection and fastening of interior and exterior veneer at seismic category D.E.F.		X	
10. Mechanical and Electrical Components – 1705.11.6			
a. Inspect anchorage of electrical equipment for emergency or stand-by power systems		X	
b. Inspect anchorage of non-emergency electrical equipment		X	
c. Inspect installation of piping systems and associated mechanical units carrying flammable, combustible, or highly toxic contents		X	
d. Inspect installation of HVAC ductwork that contains hazardous materials		X	
e. Inspect installation of vibration isolation systems where required		X	
11. Seismic isolation system per section 1705.11.8			
12. Masonry Seismic – 1705.4			
<b>R</b>			
<b>Epoxy Anchors in tension (ESR 2508, 2322)</b>			
X			
<b>Mechanical expansion anchors (ESR 1917)</b>			
X			



## RECOGNIZED SPECIAL INSPECTION & TESTING AGENCIES

**Key:**

RC=Reinforced Concrete  
 PC=Prestressed/Post-Tensioned Concrete  
 SM=Structural Masonry  
 SS=Structural Steel Welding/Bolting  
 FP=Spray-Applied Fireproofing  
 URM=Unreinforced Masonry Push/Torque Tests Only

Agency Name	HQ Address	Phone/Fax	RC	PC	SM	SS	FP	URM
Achievement Engineering Corp	2455 Autumnvale Dr., Unit E San Jose, CA 95131	(408) 217-9174 (408) 217-9632	X	X	X	X	X	X
Advanced Testing & Inspection.LLC*	540 Brunken Avenue,Suite B Salinas, CA 93901	(888) 499-9979 (831) 597-2004	X	X	X	X	X	X
Alta Vista Solutions	3260 Blume Drive, Ste. 500 Richmond, CA 94806	(510) 594-0510 (510) 594-0511	X	X	X	X		X
Applied Materials & Engineering, Inc.	980 41 <sup>st</sup> Oakland, CA 94608	(510) 420-8190 (510) 420-8186	X	X	X	X	X	
Berlogar Geotechnical Consultants	5587 Sunol Blvd. Pleasanton, CA 94566	(925) 484-0220 (925) 846-9645	X	X				
Biggs Cardosa Associates, Inc.*	1871 The Alameda, Ste. 200 San Jose, CA 95126	(408) 296-5515 (408) 296-8114	X	X	X	X		X
B.S.K. Associates	324 Earhart Way Livermore, CA 94551	(925) 315-3151 (925) 315-3152	X		X	X	X	X
Capex Engineering, Inc.	74 Shanico Common Fremont, CA 94538	(510) 668-1815 (510) 490-8690	X	X	X	X	X	X
Consolidated Engineering Labs	7060 Koll Center Parkway #300 Pleasanton, CA 94566-3108	(925) 485-5000 (925) 485-5018	X	X	X	X	X	X
Construction Materials Testing, Inc.	2278-F Pike Court Concord, CA 94520-1252	(925) 825-2840 (925) 682-7953	X	X	X	X	X	X
Construction Testing Services	2142 Rheem Drive, Ste. E Pleasanton, CA 94566	(925) 462-5151 (925) 462-5183	X	X	X	X	X	X
Construction Testing & Engineering, Inc.	46716 Fremont Blvd. Fremont, CA 94538	(510) 573-6362 (510) 573-6684	X	X	X	X	X	X
Earth Systems Consultants	47853 Warm Springs Boulevard Fremont, CA 94539-7400	(510) 353-0320 (510) 353-0344	X	X	X	X	X	X
ENGEO Incorporated	2401 Crow Canyon Road, Ste 200 San Ramon, CA 94583-1545	(925) 838-1600 (925) 838-7425	X	X	X	X	X	X
Forsythe Engineering Consultants*	1760 Industrial Way, Su. 1 Napa, CA 94558	(707) 259-1292 (707) 259-1393				X	X	X
HP Inspections	690 Sunol St., Bld H San Jose, CA 95126	(408) 287-7722 (408) 271-0902	X	X	X	X	X	X
Inspection Services Inc.	Pier 26, The Embarcadero San Francisco, CA 94105	(415) 243-3265 (415) 243-3266	X	X	X	X	X	X
KC Engineering Co.	865 Cotting Lane, Suite A Vacaville, CA 95688	(707) 447-4025 (707) 447-4143	X	X	X	X		X
Kleinfelder Inc.	7133 Koll Ctr. Pkwy #100 Pleasanton, CA 94566	(925) 484-1700 (925) 484-5838	X	X	X	X	X	X
Korbmacher Engineering Inc.	480 Preston Court, Suite B Livermore, CA 94551	(925) 454-9033 (925) 454-9564	X	X	X	X	X	
Krazan and Associates Inc.	545 Parrott St. San Jose, CA 95112	(408) 271-2200 (408) 271-2201	X	X	X	X	X	X
Nicholas Engineering Consultants*	6743 Dublin Blvd. #15 Dublin, CA 94568	(925) 829-8090 (925) 829-0235	X	X	X	X	X	X
Ninyo & Moore	675 Hegenberger Rd., Ste. 220 Oakland, CA 94621	(510) 633-5640 (510) 633-5646	X	X	X	X	X	
PSC Associates Inc.	1185 Terra Bella Mountain View, CA 94043	(650) 969-1144 (650) 969-5523	X	X	X	X	X	X
PSI	365 Victor Street, Ste. C Salinas, CA 93907	(831) 757-3536 (831) 757-6265	X	X	X	X	X	X
RES Engineers, Inc.	150 North Wiget Lane, Suite 204 Walnut Creek, CA 94598-2434	(925) 932-4600 (925) 932-4625	X	X	X	X	X	X
Signet Testing Laboratories Inc	3526 Breakwater Ct Hayward, CA 94545	(510) 887-8484 (510) 880-8090	X	X	X	X	X	X
Smith-Emery San Francisco	1940 Oakdale Avenue San Francisco, CA 94124	(415) 642-7326 (415) 642-7055	X	X	X	X	X	X
Sina Hooshdar	10566 S De Anza Blvd Cupertino, CA 95014	(408) 366-1000 (408) 366-1100				<b>Special Soils Inspections Only</b>		
Terrasearch Inc.	6840 Via Del Oro, #110 San Jose, CA 95119	(408) 362-4920 (408) 362-4926	X	X	X	X	X	X
Testing Engineers Inc.	2811 Teagarden Street San Leandro, CA 94577	(510) 835-3142 (510) 834-3777	X	X	X	X	X	X
Twining Laboratories, Inc.	2527 Fresno Street Fresno, CA 93721	(559) 268-7021 (559) 268-7126	X	X	X	X	X	X

\*Agency subcontracts laboratory services.

**Agencies have not been evaluated for geotechnical special inspection or for nondestructive testing.  
 Agencies may not be qualified to perform all aspects of special inspection. Agencies may have offices in more than one location.  
 Other agencies may be approved by local jurisdictions.**

**CITY OF MENLO PARK – BUILDING DEPARTMENT**  
**SPECIAL INSPECTION AND STRUCTURAL OBSERVATION AGREEMENT**

To permit applicants of projects requiring special inspection and/or testing per chapter 17 of the 2016 California Building Code (CBC).

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I have read and agree to comply with the terms and conditions of this agreement.

Owner:	<u>Hibiscus Properties LLC</u>	By: <u>DocuSigned by: Marinus Lamprecht</u> Date: <u>8/12/2020</u> <small>90960045BFE140D...</small> Marinus Lamprecht mlamprecht@fb.com
Contractor:	<u>Level 10 Construction</u>	By: <u>DocuSigned by: Andres Schmidt</u> Date: <u>8/12/2020</u> <small>50914340CA6F40D...</small> Andres Schmidt aschmidt@level10gc.com
Special Inspector Or Inspection Agency:	<u>Carlson Management Inc.</u>	By: <u>DocuSigned by: Bill Carlson</u> Date: <u>8/12/2020</u> <small>3AE921B783DB4C0...</small> Bill Carlson Bill_carlson@carlsoncm.com
Project Engineer/Architect:	<u>BKF</u>	By: <u>DocuSigned by: Natalina Bernardi</u> Date: <u>8/12/2020</u> <small>79C153E5D82240A...</small> Natalina Bernardi nbernardi@bkf.com

**BUILDING DEPARTMENT ACCEPTANCE:**

By: DocuSigned by:  
Chuck Andrews Date: 8/13/2020  
7890A2DAB5504C3

The following inspection and tests, as indicated below, will be required as detailed in applicable project plans, specifications and the California Building Code. These inspections are in addition to inspections performed by the City of Menlo Park Building Inspection Department.

Individuals performing these duties must be qualified, and approved by the Building Department prior to performing inspections. Individuals certified in a special inspection category by a qualified independent third party organization, and individuals employed by a recognized testing laboratory and under the direct supervision of a Civil Engineer are considered qualified and approved.

Special Inspection Reports shall be submitted to the Building Inspection Department, engineer or architect of record and other designated individuals. Reporting methods shall be described in plans, specifications, and the Building Code. A final inspection report will be required prior to the Certificate of Occupancy.

**SCHEDULE OF SPECIAL INSPECTION**

<b>INSPECTION TASK</b>	<b>C</b>	<b>P</b>	<b>I</b>
Inspect fabricator's fabrication and quality control procedures		<b>R</b>	<b>X</b>
<b>STEEL</b>			
1. Material verification of high-strength bolts, nuts, and washers			
a. Identification markings to conform to <b>ASTM</b> standards specified in the approved construction documents		<b>X</b>	<b>X</b>
b. Manufacturer's certificate of compliance required		<b>X</b>	<b>X</b>
2. Inspection of high-strength bolting			
a. Bearing-type connections		<b>X</b>	<b>X</b>
b. Slip-critical connections			
i. Turn of the nut or twist-off		<b>X</b>	<b>X</b>
ii. Calibrated wrench	<b>X</b>		<b>X</b>
3. Material verification of structural steel			
a. Identification markings to conform to <b>ASTM</b> standards specified in the approved construction documents		<b>R</b>	<b>X</b>
b. Manufacturer's certified mill test reports		<b>R</b>	<b>X</b>
4. Material verification or weld filler materials			
a. Identification markings to conform to <b>AWS</b> designation listed in the <b>WPS</b>		<b>R</b>	<b>X</b>
b. Manufacturer's certificate of compliance required		<b>R</b>	<b>X</b>
5. Inspection of welding (Shop or Field)			
a. Structural steel			
i. Complete and partial penetration groove welds	<b>X</b>		<b>X</b>
ii. Multipass fillet welds	<b>X</b>		<b>X</b>
iii. Single-pass fillet welds > 5/16"	<b>X</b>		<b>X</b>
iv. Single-pass fillet welds < 5/16"		<b>X</b>	<b>X</b>
v. Floor and roof deck welds		<b>X</b>	<b>X</b>
vi. Welded studs when used for structural diaphragms		<b>X</b>	<b>X</b>
vii. Welding of cold-formed sheet steel framing members (studs and joists)		<b>X</b>	<b>X</b>
viii. Welding of stairs and railing systems		<b>X</b>	<b>X</b>
b. Reinforcing Steel			
i. Verification of weldability of reinforcing of reinforcing steel other than <b>ASTM A706</b>		<b>X</b>	<b>X</b>
ii. Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and Boundary elements of special reinforced concrete shear walls, and shear reinforcement	<b>X</b>		
iii. Shear reinforcement	<b>X</b>		
iv. Other reinforcing steel		<b>X</b>	<b>X</b>
c. Inspection of steel frame joint details for compliance with approved construction documents			
i. Details such as bracing and stiffening		<b>X</b>	
ii. Member locations		<b>X</b>	
iii. Application of joint details at each connection		<b>X</b>	
d. Post installed with concrete anchors			
i. Mechanical anchor bolts	<b>X</b>		<b>X</b>
ii. Adhesive anchor bolts	<b>X</b>		<b>X</b>

**COLUMN HEADER:**

**C = Indicates continuous inspection required**  
**P = Indicates periodic inspections are required. The notes and or contract documents should clearly clarify**  
**I = Required inspection to be performed under this permit per the registered design professional**

**BOX ENTRIES:**

**X = is placed in the appropriate column to denote either "C" continuous or "P" periodic inspections**  
**R = Review and approve document**  
**G = In accordance with the Geotechnical report or document approved by the Building Official**

Additional details regarding inspections and tests are provided in the project specifications or notes on the drawings. Items marked as continuous inspection may be approved for periodic inspection upon documentation submittal from a nationally recognized laboratory or ICC report that allows periodic inspection and approved by the Building Official.

INSPECTION TASK	C	P	I
<b>CONCRETE</b>			
1. Inspection of reinforcing steel, including prestressing tendons and placement		X	X
2. Inspection of reinforcing steel welding.			
a. Complete and partial penetration of groove welds	X		X
b. Multipass fillet welds	X		X
c. Single-pass fillet welds > 5/16"	X		X
d. Single-pass fillet welds < 5/16"		X	X
3. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased	X		
4. Verifying use of required design mix		X	X
5. At time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests and determine the temperature of the concrete	X		X
6. Inspection of concrete and shotcrete placement for proper application techniques	X		X
7. Inspection for maintenance of specified curing temperature and techniques		X	X
8. Inspection of prestressed concrete			
a. Application of prestressing forces	X		
b. Grouting of bonded prestressing tendons in the seismic force-resisting system	X		
9. Erection of precast concrete members		X	
10. Verification of in-situ concrete strength, prior to stressing of tendons in posttensioned concrete and prior to removal of shores and forms from beams and structural slabs		X	X
11. Inspect formwork for shape, location, and dimensions of the concrete member being formed		X	X
<b>MASONRY</b>			
<b>Level (1) Inspections</b>			
1. At the start of masonry construction verify the following to ensure compliance			
a. Proportions of site-prepared mortar		X	
b. Construction of mortar joints		X	
c. Location of reinforcement, connectors, prestressing tendons, and anchorages		X	
d. Prestressing technique		X	
e. Grade and size of prestressing tendons and anchorages		X	
2. Verify			
a. Size and location of structural elements		X	
b. Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction		X	
c. Specified size, grade, and type of reinforcement		X	
d. Welding of reinforcing bars	X		
e. Protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F)		X	
f. Application and measurement of prestressing force		X	
3. Prior to grouting verify the following to verify compliance			
a. Grout space is clean		X	
b. Placement of reinforcement and connectors and prestressing tendons and anchorages		X	
c. Proportions of site-prepared grout and prestressing grout for bonded tendons		X	
d. Construction of mortar joints		X	
4. Verify			
a. Grout placement to ensure compliance with code and construction documents	X		
b. Observe grouting of prestressing bonded tendons	X		
5. Observe preparation of required grout specimens, mortar specimens, and/or prisms	X		
6. Verify compliance with required inspection provisions of the construction documents and the approved submittals		X	



INSPECTION TASK	C	P	I
<b>Level (2) Inspections</b>			
1. From the beginning of masonry construction the following shall be verified to ensure compliance			
a. Proportions of site-prepared mortar, grout, and prestressing grout for bonded tendons		X	
b. Placement of masonry units and construction of mortar joints		X	
c. Placement of reinforcement, connectors and prestressing tendons and anchorages		X	
d. Grout space prior to grouting	X		
e. Placement of grout	X		
f. Placement of prestressing grout	X		
2. Verify			
a. Size and location of structural elements		X	
b. Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames and other construction	X		
c. Specified size, grade, and type of reinforcement		X	
d. Welding of reinforcing bars	X		
e. Protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees F)		X	
f. Application of measurement of prestressing force	X		
3. Preparation of any required grout specimens, mortar specimens, and/or prisms shall be observed	X		
4. Compliance with required provisions of construction documents and the approved submittals shall be verified		X	
<b>WOOD (BLOCKED DIAPHRAGMS)</b>			
1. Verify grade and thickness of sheathing		X	
2. Verify nominal size of framing members at adjoining panel edges		X	
3. Verify nail or staple diameter and length		X	
4. Verify number of fastener lines		X	
5. Verify spacing between fasteners in each line and at edge margins		X	
<b>SOILS</b>			
1. Verify materials below footings are adequate to achieve the desired bearing capacity		X	
2. Verify excavations are extended to proper depth and have reached proper material		X	
3. Perform classification and testing of controlled fill materials		X	X
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of controlled fill	X		X
5. Prior to placement of controlled fill, observe subgrade and verify that site has been prepared properly		X	X
<b>PILE FOUNDATIONS</b>			
1. Verify pile materials, sizes and lengths comply with the requirements	X		X
2. Determine capacities of test piles and conduct additional load tests, as required	X		X
3. Observe driving operations and maintain complete and accurate records for each pile	X		X
4. Verify locations of piles and their plumbness		G	X
a. Confirm type and size of hammer		G	X
b. Record number of blows per foot of penetration		G	X
c. Determine required penetrations to achieve design capacity		G	X
d. Record tip and butt elevations and record any pile damage		G	X
<b>PIER FOUNDATIONS</b>			
1. Observe drilling operations and maintain complete and accurate records for each pier	X		
2. Verify locations of piers and their plumbness - confirm	X		
a. Pier diameters	X		
b. Bell diameters (if applicable)	X		
c. Lengths, embedment into bedrock (if applicable)	X		
d. Adequate end strait bearing capacity	X		

<b>INSPECTION TASK</b>	<b>C</b>	<b>P</b>	<b>I</b>
<b>SPRAYED FIRE-RESISTANT MATERIALS</b>			
1. Inspect surface for accordance with the approved fire-resistance design before application		X	
2. Approved manufacturer's written instructions		R	
3. Verify minimum ambient temperature before and after application		X	
4. Verify ventilation of area during and after application		X	
5. Measure average thickness per <b>ASTM E605</b> and <b>Section 1705.13.4</b>		X	
6. Verify density of material for conformance with the approved fire-resistant design and <b>ASTM E605</b>		X	
7. Test cohesive/adhesive bond strength per <b>Section 1705.13.6</b>		X	
<b>MASTIC AND INTUMESCENT FIRE-RESISTANT COATING 1705.14</b>			
<b>EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) 1705.15</b>			
<b>SMOKE CONTROL SYSTEM 1705.17</b>			
<b>SEISMIC RESISTANCE -1705.11</b>			
1. Exterior wall panel and their anchorage		X	
2. Suspended ceiling system and their anchorage		X	
3. Special inspection for welding in accordance with <b>AISC 341</b>	X		
4. Structural Wood – 1705.12.2 (fasteners $\leq 4$ " O.C)			
a. Field gluing operations of elements of the seismic-force-resisting system	X		
b. Nailing, bolting, anchoring, and other fastening of components within the seismic force-resisting system including		X	
i. Wood shear walls		X	
ii. Wood diaphragms		X	
iii. Drag struts, braces		X	
vi. Shear Panels		X	
vii. Hold downs		X	
5. Cold-Formed Steel Framing – 1705.11.3			
a. Welding of elements of the seismic-force resisting system		X	
b. Inspection of screw attachments, bolting, anchoring, and other fastening of components within the seismic-force-resisting system including struts, braces, and hold-downs		X	
6. Pier Foundations – 1705.8			
a. Placement of reinforcing		X	
b. Placement of concrete	X		
7. Steel storage racks 8 ft or greater in height – 1705.11.7			
8. Access floor and their anchorage – 1705.11.5.1			
9. Architectural Components – 1705.11.5			
a. Inspect erection and fastening of exterior cladding weighing more than 5 psf.		X	
b. Inspect erection and fastening of interior non-bearing walls weighing more than 15 psf.		X	
c. Inspect erection and fastening of interior and exterior veneer at seismic category D.E.F.		X	
10. Mechanical and Electrical Components – 1705.11.6			
a. Inspect anchorage of electrical equipment for emergency or stand-by power systems		X	
b. Inspect anchorage of non-emergency electrical equipment		X	
c. Inspect installation of piping systems and associated mechanical units carrying flammable, combustible, or highly toxic contents		X	
d. Inspect installation of HVAC ductwork that contains hazardous materials		X	
e. Inspect installation of vibration isolation systems where required		X	
11. Seismic isolation system per section 1705.11.8			
12. Masonry Seismic – 1705.4			
<b>R</b>			
<b>Epoxy Anchors in tension (ESR 2508, 2322)</b>			
X			
<b>Mechanical expansion anchors (ESR 1917)</b>			
X			



## RECOGNIZED SPECIAL INSPECTION & TESTING AGENCIES

**Key:**

RC=Reinforced Concrete  
 PC=Prestressed/Post-Tensioned Concrete  
 SM=Structural Masonry  
 SS=Structural Steel Welding/Bolting  
 FP=Spray-Applied Fireproofing  
 URM=Unreinforced Masonry Push/Torque Tests Only

Agency Name	HQ Address	Phone/Fax	RC	PC	SM	SS	FP	URM	
Achievement Engineering Corp	2455 Autumnvale Dr., Unit E San Jose, CA 95131	(408) 217-9174 (408) 217-9632	X	X	X	X	X	X	
Advanced Testing & Inspection.LLC*	540 Brunken Avenue,Suite B Salinas, CA 93901	(888) 499-9979 (831) 597-2004	X	X	X	X	X	X	
Alta Vista Solutions	3260 Blume Drive, Ste. 500 Richmond, CA 94806	(510) 594-0510 (510) 594-0511	X	X	X	X		X	
Applied Materials & Engineering, Inc.	980 41 <sup>st</sup> Oakland, CA 94608	(510) 420-8190 (510) 420-8186	X	X	X	X	X		
Berlogar Geotechnical Consultants	5587 Sunol Blvd. Pleasanton, CA 94566	(925) 484-0220 (925) 846-9645	X	X					
Biggs Cardosa Associates, Inc.*	1871 The Alameda, Ste. 200 San Jose, CA 95126	(408) 296-5515 (408) 296-8114	X	X	X	X		X	
B.S.K. Associates	324 Earhart Way Livermore, CA 94551	(925) 315-3151 (925) 315-3152	X		X	X	X	X	
Capex Engineering, Inc.	74 Shanico Common Fremont, CA 94538	(510) 668-1815 (510) 490-8690	X	X	X	X	X	X	
Consolidated Engineering Labs	7060 Koll Center Parkway #300 Pleasanton, CA 94566-3108	(925) 485-5000 (925) 485-5018	X	X	X	X	X	X	
Construction Materials Testing, Inc.	2278-F Pike Court Concord, CA 94520-1252	(925) 825-2840 (925) 682-7953	X	X	X	X	X	X	
Construction Testing Services	2142 Rheem Drive, Ste. E Pleasanton, CA 94566	(925) 462-5151 (925) 462-5183	X	X	X	X	X	X	
Construction Testing & Engineering, Inc.	46716 Fremont Blvd. Fremont, CA 94538	(510) 573-6362 (510) 573-6684	X	X	X	X	X	X	
Earth Systems Consultants	47853 Warm Springs Boulevard Fremont, CA 94539-7400	(510) 353-0320 (510) 353-0344	X	X	X	X	X	X	
ENGEO Incorporated	2401 Crow Canyon Road, Ste 200 San Ramon, CA 94583-1545	(925) 838-1600 (925) 838-7425	X	X	X	X	X	X	
Forsythe Engineering Consultants*	1760 Industrial Way, Su. 1 Napa, CA 94558	(707) 259-1292 (707) 259-1393				X	X	X	
HP Inspections	690 Sunol St., Bld H San Jose, CA 95126	(408) 287-7722 (408) 271-0902	X	X	X	X	X	X	
Inspection Services Inc.	Pier 26, The Embarcadero San Francisco, CA 94105	(415) 243-3265 (415) 243-3266	X	X	X	X	X	X	
KC Engineering Co.	865 Cotting Lane, Suite A Vacaville, CA 95688	(707) 447-4025 (707) 447-4143	X	X	X	X		X	
Kleinfelder Inc.	7133 Koll Ctr. Pkwy #100 Pleasanton, CA 94566	(925) 484-1700 (925) 484-5838	X	X	X	X	X	X	
Korbmacher Engineering Inc.	480 Preston Court, Suite B Livermore, CA 94551	(925) 454-9033 (925) 454-9564	X	X	X	X	X		
Krazan and Associates Inc.	545 Parrott St. San Jose, CA 95112	(408) 271-2200 (408) 271-2201	X	X	X	X	X	X	
Nicholas Engineering Consultants*	6743 Dublin Blvd. #15 Dublin, CA 94568	(925) 829-8090 (925) 829-0235	X	X	X	X	X	X	
Ninyo & Moore	675 Hegenberger Rd., Ste. 220 Oakland, CA 94621	(510) 633-5640 (510) 633-5646	X	X	X	X	X		
PSC Associates Inc.	1185 Terra Bella Mountain View, CA 94043	(650) 969-1144 (650) 969-5523	X	X	X	X	X	X	
PSI	365 Victor Street, Ste. C Salinas, CA 93907	(831) 757-3536 (831) 757-6265	X	X	X	X	X	X	
RES Engineers, Inc.	150 North Wiget Lane, Suite 204 Walnut Creek, CA 94598-2434	(925) 932-4600 (925) 932-4625	X	X	X	X	X	X	
Signet Testing Laboratories Inc	3526 Breakwater Ct Hayward, CA 94545	(510) 887-8484 (510) 880-8090	X	X	X	X	X	X	
Smith-Emery San Francisco	1940 Oakdale Avenue San Francisco, CA 94124	(415) 642-7326 (415) 642-7055	X	X	X	X	X	X	
Sina Hooshdar	10566 S De Anza Blvd Cupertino, CA 95014	(408) 366-1000 (408) 366-1100	<b>Special Soils Inspections Only</b>						
Terraresearch Inc.	6840 Via Del Oro, #110 San Jose, CA 95119	(408) 362-4920 (408) 362-4926	X	X	X	X	X	X	
Testing Engineers Inc.	2811 Teagarden Street San Leandro, CA 94577	(510) 835-3142 (510) 834-3777	X	X	X	X	X	X	
Twining Laboratories, Inc.	2527 Fresno Street Fresno, CA 93721	(559) 268-7021 (559) 268-7126	X	X	X	X	X	X	

\*Agency subcontracts laboratory services.

**Agencies have not been evaluated for geotechnical special inspection or for nondestructive testing.  
 Agencies may not be qualified to perform all aspects of special inspection. Agencies may have offices in more than one location.  
 Other agencies may be approved by local jurisdictions.**