

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH WILSEY HAM  
FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR  
THE BURLINGAME GARDENS AND NEIGHBORHOOD WATER MAIN  
REPLACEMENT PROJECT**

**CITY PROJECT NO. 86442**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Burlingame, State of California, herein called the "City", and **Wilsey Ham** engaged in providing **Professional Engineering** services herein called the "Consultant".

**RECITALS**

- A. The City is considering for consultant to provide professional engineering design services to assist the City with the Burlingame Gardens and Neighborhood Water Main Replacement Project (Project), City Project No. 86442.
- B. The City desires to engage a professional engineering consultant to provide assistance with professional engineering design services because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

**AGREEMENTS**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide professional engineering services such as pre-design investigation, plans and specifications, construction cost estimate, bidding assistance, project management functions, and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by December 31, 2027.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.

4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$299,125; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized

personnel of the City at the Consultant's offices during business hours upon written request of the City.

8. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Darrin Mock, Project Manager.
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City:                      Weizhi Cheng, Senior Civil Engineer  
   City of Burlingame  
   501 Primrose Road  
   Burlingame, CA 94010

To Consultant:              Brandon Davis, President and Senior Principal  
   Engineer  
   Wilsey Ham  
   3130 La Selva Street, Suite 100  
   San Mateo, CA 94403

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought

by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
14. Insurance.
  - A. Minimum Scope of Insurance:
    - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Workers' Compensation and Employers Liability Coverage:

- i. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- ii. The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Company for the City of Burlingame.

D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-VII and authorized to do business in the State of California.

F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any

work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.
16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
17. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
18. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Consultant”

By \_\_\_\_\_  
Lisa K. Goldmam  
City Manager

\_\_\_\_\_  
Wilsey Ham  
Print Name:  
Title:

Approved as to form:

\_\_\_\_\_  
City Attorney – Michael Guina

ATTEST:

\_\_\_\_\_  
City Clerk - Meaghan Hassel-Shearer



February 13, 2025

**EXHIBIT A**

Mr. Weizhi Cheng, P.E.  
Associate Engineer  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

Re: Proposal for Professional Engineering Design Services for Burlingame Gardens and  
Neighborhood Water Main Replacement Project

Dear Mr. Cheng,

On behalf of Wilsey Ham, I am pleased to submit this proposal to the City of Burlingame for the design of the water main project referenced above. We are confident that we have a very good understanding of the scope of work and have a proposed project approach that is cost effective while providing the essential information to minimize change orders. Wilsey Ham has an experienced and responsive staff that will provide a high quality of service to the City.

**Qualifications and Experience**

Wilsey Ham has been working with the City of Burlingame to design water main and utility projects for more than a decade. These projects include the following projects staffed by members of the same design team proposed for this new project:

- Central Burlingame Terrace Water Main Replacement (in Bid Phase)
- West Burlingame Terrace Water Main Replacement (at end of Construction )
- Rollins Road Sewer Force Main (at start of Construction)
- Burlingame Park Water Main Improvements Replacement (Constructed 2024)
- Adeline Water Wain Loop (Constructed 2023)
- El Camino Real Sanitary Sewer Replacement (Constructed 2023)
- Glenwood Park Water Main Replacement (Constructed 2023)
- South El Camino Real Water Main Replacement (Constructed 2022)
- Neighborhood Storm Drain Project #11 (Constructed 2021)
- E. Burlingame Ave. Water & Sewer Replacement (Constructed 2020)
- Shoreland Water Main Replacement (Constructed 2019)
- Rollins Road Water& Sewer Replacement (Constructed 2018)

In addition to this extensive list of direct experience on the same type of project in your City, Wilsey Ham has also provided recent water and utility design services for Hillsborough, San Bruno, and Daly City.

Our corporate headquarters is located in the City of San Mateo, and we are excited about the potential for working in our “backyard” to assist the City with this high priority project. The services needed by the City align with our professional strengths and we are very interested in continuing our collaborative partnership designing successful projects with the City.

Wilsey Ham is uniquely qualified and positioned to assist the City with this project. Not only have we recently provided these same services to you, our office is near the project areas and City Hall. This enables us to quickly access the project sites to resolve questions or issues and also allows us to easily meet with City staff as needed.

At Wilsey Ham, we understand that the staff at many cities can often be stretched thin, with more projects and public expectations than there is time to address them. Our goal is to serve as an extension of City staff, providing the highest level of service while minimizing the



demands on staff's time. We take pride in being very responsive to our clients, and we welcome the opportunity to continue this level of service to the City.

Together with the City, we have developed a flexible project approach, design process, and forged an efficient, productive, and enjoyable working relationship with City staff. We put this to work to maximize the quality of our services and the value to the City and its residents.

We believe our team will provide the right balance of construction experience, design skills, and cost-effective design to provide the City with the best service possible.

### **Proposed Design Team**

I will serve as the Principal Engineer for our project team, providing input on design issues and playing a major role in quality control reviews. I have the ultimate responsibility to the City to ensure that the City is happy with our services and work products.

Darrin Mock will serve as our Project Manager. In this capacity, he will guide all of the day-to-day aspects of the project including the design and preparation of the construction drawings and bid documents. As the Project Manager or design engineer for all of the projects listed above, he has a very good understanding of the City's design standards and project development process. Darrin will be our day-to-day contact with the City.

Wilsey Ham understands the enormous importance and benefit in providing consistency of key personnel throughout the project. Therefore, all of our key personnel are committed to performing their role in our services through the life of the project.

### **Project Approach and Understanding**

In 2022, the City issued an RFP for the design of Water Main Improvements in the Easton Addition and Burlingame Terrace Subdivisions, totaling more than 4 miles of water main. The project was programmed to be designed and constructed in four phases over multiple years and included the streets shown on the attached sketches. Wilsey Ham was awarded the project in 2022. In January 2025, the City approached Wilsey Ham with the intent of extracting portions from the previous project areas and creating a new project named Burlingame Gardens and Neighborhood Water Main Replacement Project. The new project scope includes approximately 5,000LF of water main replacement on Majilla Ave, California Dr., Chula Vista Ave, Laurel Ave, Linden Ave, Park Ave, Oak Grove Ave, and Los Montes Dr.

We understand that the total capital funds allocated for annual water projects is approximately \$3M, although the available budget is often reduced after emergency projects, administrative and other costs are expended. We know that the City needs to maximize the water improvements that are constructed each year within the available budget. To help achieve this objective, it will be important to develop a straightforward design that is easily constructed with minimal change orders. We also have a history of working closely with the City to itemize our project estimates to provide the City with options to add and subtract locations between projects to focus on the amount of water main that can be constructed each year within budget. These objectives form the foundation of our proposed project approach.

To get a more in-depth understanding of the scope of the project, we have walked the full length of each project street to observe and photograph the site conditions. We have also reviewed the City's GIS maps showing the approximate water, sewer and storm drain locations. From our review, we have identified some key design issues that will need to be properly addressed to achieve a successful project.

Our staff has also prepared preliminary alignments for the new water mains to assist us in developing our scope of work and to illustrate our initial design thoughts. A summary of our

observations and comments on the alignments are shown below. The alignment sketches with our key issue notes from our field walks are included at the end of this proposal for your information. The alignments may need to be adjusted once the utility locations are surveyed, we have walked the project with City staff, and when we have a more thorough understanding of the site constraints.

**Burlingame Gardens and Neighborhood Water Main Replacement Project (5,000 LF Total):**

Work for surveys, utility location, and construction on California Drive will be less efficient (and more costly) due to traffic control and keeping access for the commercial area. On Oak Grove Ave, there are large trees complicating the route selection design in an area congested by large storm drainage facilities, possibly requiring hand digging for installation. Los Montes Drive presents challenges due to its narrow width and the existing sanitary sewer main, complicating route selection.



**Key Issues:**

- Traffic (California)
- Keeping businesses open & accessible
- Large Trees (trenching)
- Narrow roadway & existing utilities (Los Montes)

**Preliminary Alignment Thoughts:**

On most streets, we have preliminarily aligned the new water on the opposite side of the road from the existing water to provide separation from other existing facilities. On Oak Grove, the new alignment may be best tucked in between the existing water and the storm drain on the northwest side of the street; however, this is also the side with large trees.

**Flexibility and Previously Unconstructed Design Plans:**

As mentioned above, we have developed flexible processes over the course of our last several projects that allows the City to maximize Construction budget. During each project we are working with the City to prepare estimates and assemble various project alignments to build the most linear footage of water main possible. While we are designing all of the pipes included in each phase, sometimes areas do not make it into the Bid Package for Construction. We provide iterative estimating and add previously designed segments from earlier phases or subtract current segments of water main from the plans, specifications, and engineer's estimate to prepare the right bid package for the budget.

### **Scope of Services**

In light of our project understanding, the RFP requirements, and our site observations, Wilsey Ham proposes the following Project Approach and detailed Scope of Services for each task.

#### ***Tasks 1 - Pre-Design Investigation – Topographic Survey, Utility Location, Potholing, and Base Mapping***

The surveys to prepare the base mapping will be prepared by ground surveys due to the tree canopies and need to pick up utility markings. The ground surveys will be performed after the utility locator marks the utility locations for water, gas, electric and communications. Sewer and storm drain manholes will be located and dipped to verify the invert elevations. To minimize costs, the surveyors will shoot the curbs, pavement crown elevations, edge of sidewalk and all visible utility structures and markings. Driveways will be approximately shown for reference using Google Earth imagery and field observations, and tree locations will be field coordinated by our engineering staff. All potholing will be performed after the City comments on 60% design are received and after the City has approved the proposed water main alignments and pothole plan. We have also included a 2-day supplemental survey budget to be used during the 95% Phase to collect potholes and to obtain additional/supplemental information that may be needed as the design evolves. The scope of work in this task is detailed below along with our assumptions.

1. Attend a project kickoff meeting with City.
2. Perform records research and collect record utility maps
3. Perform a survey traverse using GPS, install control points. Reduce data and compute survey control.
4. Perform utility location and mark streets for gas, electric, communications and water.
5. Perform topographic surveys and base mapping at 1" = 20" using ground surveys. The base maps will be planimetric on 24" x 36" sheets.
6. Add approximate right of way lines to mapping from record information.
7. Add topography and utility locates to create base maps.
8. Pothole utilities at potential conflict areas per the approved potholing plan during the 95% design stage. We have included the specified budget of \$25k which approximately equates to 8-12 potholes with hot mix, t-cut patching.
9. Perform supplemental topographic survey (at 95% design stage) to pick up utility potholes and design information.

**Deliverable:** Project topographic base map incorporated into design plans and submitted with Task 6.

#### ***Tasks 2 - 35% Plans and Estimate***

We will focus on determining the best alignment of the new water mains during this task. Many factors will influence our recommendation including avoidance of conflicts with existing utility facilities, simplicity of layout, minimization of costs, compliance with DDW separation requirements and constructability. If there are alignment options, we will show them both for the City's consideration. A cost estimate will be prepared to get an early idea if the entire extent of the main can be constructed within the City's budget. The scope of work in this task is detailed below.

1. Layout horizontal locations of water mains and main connection stubs to side streets on the topographic base sheets.
2. Perform a site visit to review site conditions.
3. Prepare a project title sheet and project notes.

4. Prepare a preliminary construction cost estimate.
5. Attend a job walk with the City to review the site discuss their comments and required revisions.

**Deliverables:** Two hardcopy sets and PDFs of the Plans and estimate (35%, 60%, 95%, & 100%). Pothole plan and Specification List at 60%. Technical Specifications at 95% & 100%.

***Tasks 3 - 60% Plans, Specification List and Estimate***

This task involves the advancement of the plans, specifications and estimate in the phases described above. A potholing plan will be proposed to accompany the 60% PS&E submittal so that we can identify any conflicts early in the 95% design phase. We will perform an initial quality control review during this phase to make sure the plans and specifications are well coordinated. The scope of work in this task is detailed below.

1. Prepare plan view sheets (no profiles at 60%).
2. Perform a site visit to review design issues.
3. Develop the title sheet and notes sheet.
4. Prepare detail sheets.
5. Update the construction cost estimate and make phasing modifications in the event that the estimated project cost exceeds the budget.
6. Prepare a list of technical specifications based on the City's standard water specifications.
7. Prepare pothole plan.

**Deliverables:** Two hardcopy sets and PDFs of the Plans and estimate (35%, 60%, 95%, & 100%). Pothole plan and Specification List at 60%. Technical Specifications at 95% & 100%.

***Tasks 4 - 95% Plans, Specifications and Estimate***

This task involves the development of the plans, specifications and estimate with all of the information needed to construct the project. All design issues will be resolved and select utility conflicts will be checked by potholing. The estimate will be detailed with individual bid items to provide the City with flexibility during construction to make changes as desired while paying for only competitively bid unit prices. We will perform an internal quality control review during this phase to make sure the plans and specifications are well coordinated. The scope of work in this task is:

1. Incorporate 60% Design Comments from the City.
2. Advance design to 95% level of completion.
3. Prepare profile views.
4. Site visits as needed to review design issues.
5. Update the construction cost estimate/bid schedule.
6. Prepare technical specifications.
7. Prepare contract book "Front End," including Invitation, General and Special Provisions.

**Deliverables:** Two hardcopy sets and PDFs of the Plans and estimate (35%, 60%, 95%, & 100%). Pothole plan and Specification List at 60%. Technical Specifications at 95% & 100%.

***Tasks 5 - 100% Plans, Specifications and Estimate***

This task will focus on incorporating the City's review comments on the 95% PS&E and performing our final quality control review. The 100% PS&E package will be bid ready after completion of this task. The scope of work in this task is to perform the final revisions to the plans, specifications and estimate to address the City's review comments.

**Deliverables:** Two hardcopy sets and PDFs of the Plans and estimate (35%, 60%, 95%, & 100%). Pothole plan and Specification List at 60%. Technical Specifications at 95% & 100%.

***Tasks 6 - Project Management***

Task 6 includes:

1. Attend milestone meetings with City to discuss design submittals (35%, 60%, 95%, & 100%) - 4 total.
2. Attend milestone meetings with City to discuss City Review Comments (35%, 60%, 95% & 100%) - 4 total
3. General coordination with the City and the Design Team
4. Coordinate with utilities, SFPUC, Caltrans & Hillsborough as needed.
5. Perform Quality Assurance/Quality Control reviews (35%, 60%, 95% & 100%)
6. Project Management (schedule, budget, etc.)
7. Submittals (35%, 60%, 95%, & 100%).

**Deliverables:** Two hardcopy sets and PDFs of the Plans and estimate (35%, 60%, 95%, & 100%). Pothole plan and Specification List at 60%. Technical Specifications at 95% & 100%.

***Task 7 – Repackage Previous Design Plans***

As discussed we have included a budget allowance for repackaging the water mains previously designed and then ‘shelved’ for future construction. This budget will be used to update sheet numbering, detail references, notes, title blocks, estimates, specifications, minor design changes, etc. in order to include these ‘shelved’ designs in a current plan set.

Deliverables: Previous Design Plans Incorporated into new Construction Document Package.

***Task 8 - Bid Services***

Wilsey Ham will provide assistance during the bidding process to ensure that questions from contractors are answered. If changes or additional information is necessary due to contractor inquiries, bid addenda will be issued as required to clarify the design intent. The scope of work in this task is detailed below.

1. Attend the pre-bid meeting and answer contractor questions.
2. Respond to contractor questions & issue bid addenda, as necessary.

**Deliverables:** Bid addenda as necessary.

***Assumptions and Exclusions***

The following assumptions and exclusions were made in the preparation of this proposal in an effort to define our scope of work.

1. The RFP identified the required diameter for each new water main, so we understand that water system modeling is not required in our scope of work.
2. The desired pipe material is specified as either PVC or ductile iron. From our experience working on City water projects, we are familiar with the typical applications for each pipe material and the standard corrosion protection measures implemented by the City when ductile iron pipe is used. Therefore, we have not included any services for corrosion investigations or design.
3. We have included the specified amount of potholing budget for each project. If through the design process, it is agreed by the City that additional potholing should be conducted, additional fees will be required.
4. Geotechnical investigation and soil testing are excluded. These services can be provided if desired by the City.

5. Only those tasks specifically described herein are included in this proposal. Any other requested work will be performed on a time and materials basis.

**Fee**

Wilsey Ham's fee for the foregoing described Scope of Services is estimated to be approximately \$299,125 on a time and materials basis and is provided with the included Charge Rate Fee Schedule. We will not exceed this amount without your prior authorization. Work can be completed on a mutually agreed upon schedule.

**Schedule**

While the City has not laid out a preliminary schedule, we understand that the City's dates are typically based on the previous project's construction schedule. The dates shown below are tentative and will need to be coordinated and confirmed with the City upon project kickoff. Wilsey Ham is committed to assigning the resources required to meet the design dates shown below.

Design: July 2025 – June 2026 (~230 working days)

Construction: July 2026 – February 2027 (~150 working days)

**Authorization**

You may authorize Wilsey Ham to proceed in accordance with this proposal and the City of Burlingame's Contract Provisions by returning a City standard contract. Work will commence upon receipt of a City purchase order and a Notice to Proceed.

We appreciate the opportunity to participate on your project.

Very truly yours,

WILSEY HAM

A California Corporation



Brandon S. Davis

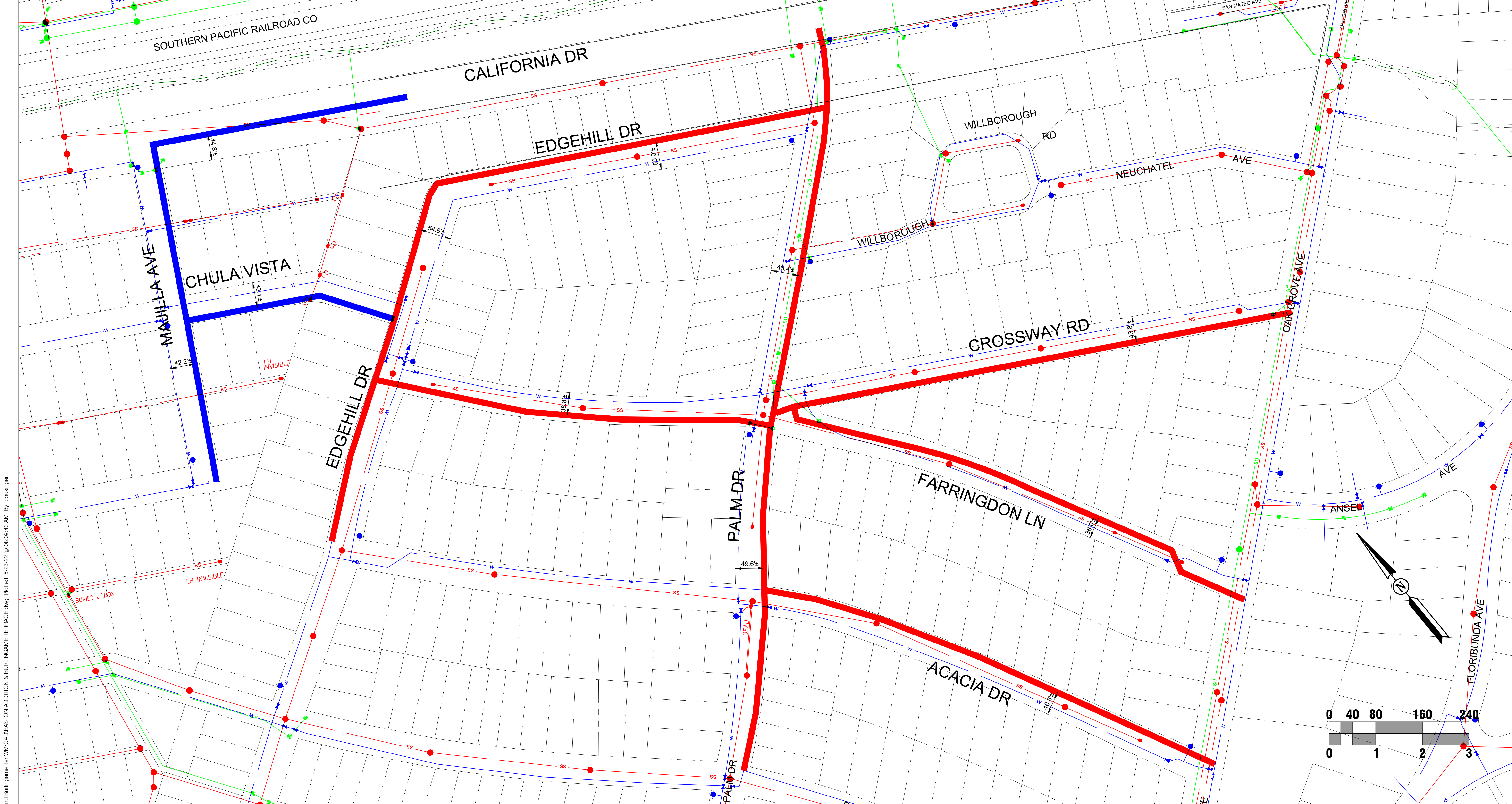
President

Senior Principal Engineer

RCE: C61024

Attached: Preliminary Alignment Layouts, Fee Proposal





File: P:\Marketing\2022 Proposals\Burlingame, City of\Easton Add and Burlingame Ter\W\CAD\EASTON ADDITION & BURLINGAME TERRACE.dwg Plotted: 5/23/22 @ 08:09:43 AM By: pbusinger

LEGEND

- BURLINGAME GARDENS & NEIGHBORHOOD WATER MAIN REPLACEMENT PROJECT (5,000 LF TOTAL)
- NORTH BURLINGAME TERRACE WATER MAIN REPLACEMENT PROJECT (5,849 LF TOTAL)
- EXISTING SFPUC WATER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- EXISTING SANITARY SEWER LINE

			Project Mgr.:			
			Project Eng.:			
			Designer:			
			Checked By:			
			Drawn By:			
DATE	ISSUE / REVISION	DESCRIPTION	BY		BY	DATE

**WILSEY HAM**  
Engineering, Surveying & Planning

3130 La Selva Street, Suite 100  
San Mateo, CA 94403  
650.349.2151  
wilseyham.com

SAN MATEO COUNTY

CITY OF BURLINGAME

CALIFORNIA

BURLINGAME GARDENS & NEIGHBORHOOD  
WATER MAIN REPLACEMENT PROJECT

WH PROJ. NO. 140-XXX

CP #86410

APPROVAL RECOMMENDED BY:

BRANDON S. DAVIS  
WILSEY HAM  
R.C.E. NO. 61024

DATE  
EXPIRES 12/31/26

REVIEWED FOR CONFORMANCE WITH CITY OF BURLINGAME STANDARDS AND REQUIREMENTS APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN. THE CITY OF BURLINGAME AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.

ART MORIMOTO  
R.C.E. NO. 42634

ASSISTANT PUBLIC WORKS DIRECTOR

DATE  
EXPIRES

DESIGNED UNDER THE DIRECTION OF:

\*\* WILSEY HAM ENGINEERS  
R.C.E. NO. 61024

DATE  
EXPIRES

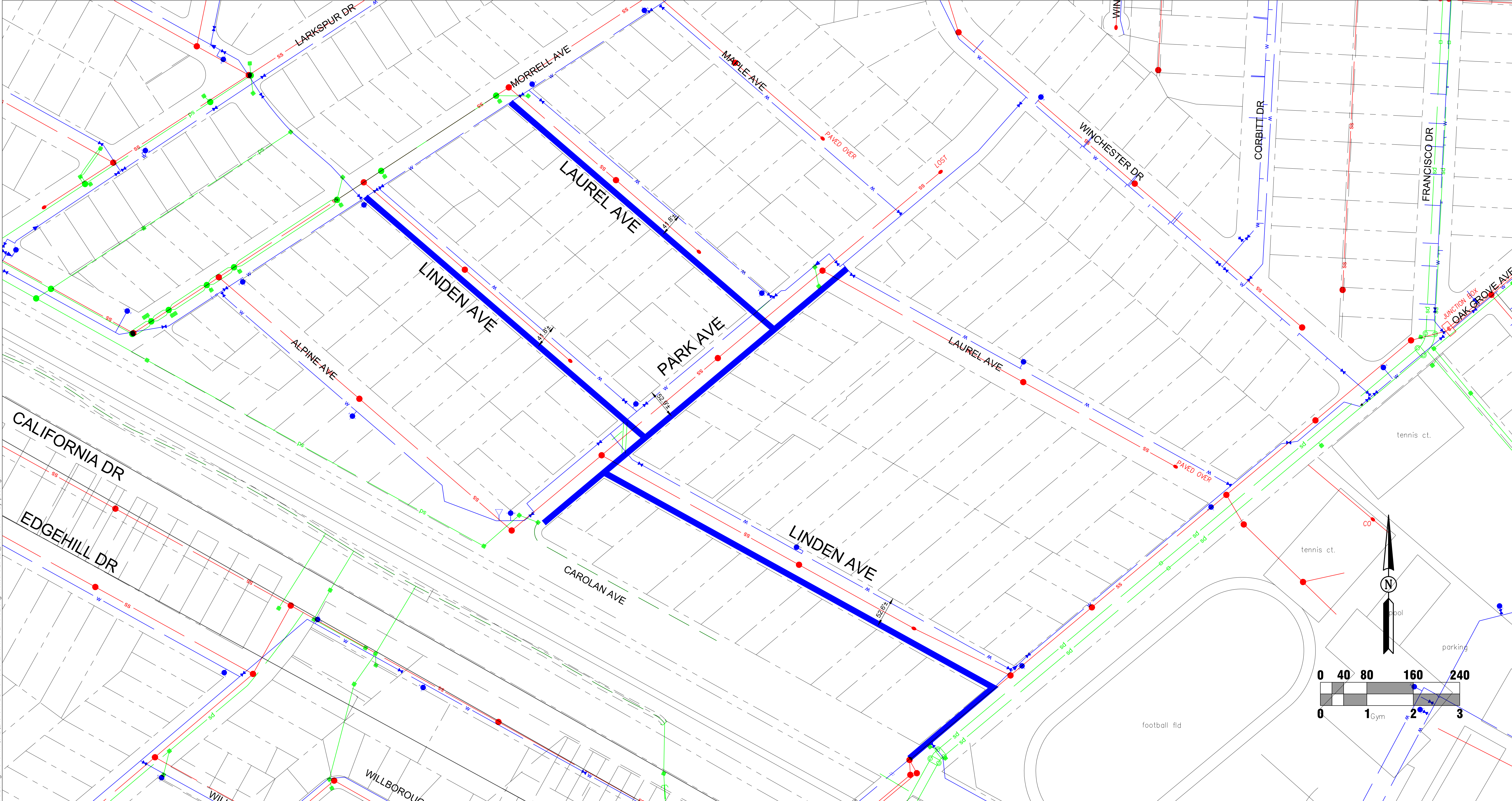
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LEGEND

	BURLINGAME GARDENS & NEIGHBORHOOD WATER MAIN REPLACEMENT PROJECT (5,000 LF TOTAL)
	EXISTING SFPUC WATER LINE
	EXISTING WATER LINE
	EXISTING STORM DRAIN LINE
	EXISTING SANITARY SEWER LINE

				Project Mgr.:			
				Project Eng.:			
				Designer:			
				Checked By:			
				Drawn By:			
DATE	ISSUE / REVISION	DESCRIPTION	BY		BY	DATE	

**WILSEY HAM**  
Engineering, Surveying & Planning

3130 La Selva Street, Suite 100  
San Mateo, CA 94403  
650.349.2151  
wilseyham.com

SAN MATEO COUNTY

CITY OF BURLINGAME

CALIFORNIA

BURLINGAME GARDENS & NEIGHBORHOOD  
WATER MAIN REPLACEMENT PROJECT

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City of Burlingame  
**Burlingame Gardens & Neighborhood Water Main Replacement Project**  
**Fee Proposal**  
2/13/2025

TASK DESCRIPTION	SR. PRINCIPAL ENGR/SRVR \$340 HRS	PRINCIPAL ENGR/SRVR \$320 HRS	SR. PROJECT ENGR/SRVR IV \$255 HRS	STAFF ENGR/SRVR II \$215 HRS	STAFF ENGR/SRVR I \$200 HRS	SENIOR DESIGNER \$180 HRS	2 PERSON SURVEY CREW \$380 HRS	SUB- CONSULTANTS	REIM- BURSABLE EXPENSES	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
<b>1. Pre-Design Investigation Survey, Utility Locates, Potholing, Base</b>												
1 Kick-off	1,360 4		1,020 4						50	2,380	2,430	8
2 Records Research and Utility Maps			255 1	430 2	800 4					1,485	1,485	7
3 Control Surveys		1,280 4		4,300 20	200 1		3,040 8		250	8,820	9,070	33
4 Utility Mark-out					400 2			12,000		400	12,400	2
5 Topographic Surveys				6,880 32	400 2		27,360 72		1,400	34,640	36,040	106
6 Approximate Right-of-way from Record		2,560 8		1,720 8						4,280	4,280	16
7 Base-mapping				8,600 40						8,600	8,600	40
8 Potholing Approx. 8-12 w/HMA (@ Start of 95%)			510 2		400 2			25,000		910	25,910	4
9 Supplemental Survey - 2 days (@ Start of 95%)				860 4	400 2		6,080 16		300	7,340	7,640	22
Subtotal	1,360 4	3,840 12	1,785 7	22,790 106	2,600 13		36,480 96	37,000	2,000	68,855	107,855	238
<b>2. 35% Plans and Estimate</b>												
1 Layout Water Mains	680 2		1,530 6	1,720 8	3,200 16				50	7,130	7,130	32
2 Site Visit			510 2	860 4	800 4					2,170	2,220	10
3 Preliminary Title Sheet			255 1		200 1	360 2				815	815	4
4 Preliminary Estimate	340 1		510 2	860 4	800 4					2,510	2,510	11
5 Job Walk with City			1,530 6	1,720 8	1,600 8					4,850	4,850	22
Subtotal	1,020 3		4,335 17	5,160 24	6,600 33	360 2			50	17,475	17,525	79
<b>3. 60% PS&amp;E</b>												
1 Prepare Plan View Sheets	1,360 4		3,060 12	3,440 16	4,000 20	3,600 20			50	15,460	15,460	72
2 Perform Site Visit to review design issues				860 4	800 4					1,660	1,710	8
3 Develop Title Sheet and Notes				215 1		360 2				575	575	3
4 Prepare Detail Sheets				215 1		720 4				935	935	5
5 Update Cost Estimate	340 1		510 2	860 4	1,600 8					3,310	3,310	15
6 Specifications Listing				215 1	400 2					615	615	3
7 Prepare Pothole Plan	340 1		1,020 4	860 4	1,600 8					3,820	3,820	17
Subtotal	2,040 6		4,590 18	6,665 31	8,400 42	4,680 26			50	26,375	26,425	123
<b>4. 95% PS&amp;E</b>												
1 Incorporate 60% Design Comments from City	1,020 3		2,040 8	2,580 12	3,200 16	2,880 16				11,720	11,720	55
2 Advance Design to 95% Level	1,020 3		3,060 12	3,440 16	4,000 20	3,600 20				15,120	15,120	71
3 Prepare Profile Views			4,080 16	4,300 20	4,800 24	2,880 16			50	16,060	16,060	76
4 Perform Site Visit to review design issues				860 4	800 4					1,660	1,710	8
5 Update Cost Estimate/Bid Schedule	340 1		1,020 4	860 4	1,600 8					3,820	3,820	17
6 Prepare Technical Specifications	680 2		1,530 6	2,150 10	2,400 12					6,760	6,760	30
7 Prepare Front End Specs	340 1		1,020 4	1,720 8	2,400 12					5,480	5,480	25
Subtotal	3,400 10		12,750 50	15,910 74	19,200 96	9,360 52			50	60,620	60,670	282
<b>5. 100% PS&amp;E</b>												
1 Finalize PS&E to address comments	680 2		2,040 8	2,150 10	2,400 12	2,160 12				9,430	9,430	44
Subtotal	680 2		2,040 8	2,150 10	2,400 12	2,160 12				9,430	9,430	44
<b>6. Project Management</b>												
1 Attend design submittal meetings (35%, 60%, 95%, & 100%) - 4 total.	1,020 3		2,040 8							3,060	3,060	11
2 Attend City Review Comment meetings (35%, 60%, 95%, & 100%) - 4 total.	1,020 3		2,040 8							3,060	3,060	11
3 General coordination w/ City and Design Team	2,040 6		4,080 16	1,720 8	800 4					8,640	8,640	34
4 Coordinate with utilities, SFPUC, Caltrans & Hillsborough			2,040 8	1,720 8					150	3,760	3,910	16
5 Perform Quality Assurance/Quality Control reviews & Update (35%, 60%, 95% & 100%)	2,040 6		6,120 24	4,300 20	2,000 10	1,800 10				16,260	16,260	70
6 Schedule & Budget Management	2,040 6		3,060 12							5,100	5,100	18
7 Make Submittals (35%, 60%, 95%, & 100%).	1,360 4		1,020 4	1,720 8	1,600 8				1,000	5,700	6,700	24
Subtotal	9,520 28		20,400 80	9,460 44	4,400 22	1,800 10			1,150	45,580	46,730	184
<b>7. Repackage Previous Design Plans</b>												
1 Repackage Previous Design Allowance	1,360 4		4,080 16	7,740 36	12,800 64				50	25,980	26,030	120
Subtotal	1,360 4		4,080 16	7,740 36	12,800 64				50	25,980	26,030	120
<b>8. Bid Services</b>												
1 Attend Pre-bid Meeting			765 3						50	765	815	3
2 Coordination and Addenda	340 1		765 3	1,290 6	1,200 6				50	3,595	3,645	16
Subtotal	340 1		1,530 6	1,290 6	1,200 6				100	4,360	4,460	19
<b>GRAND TOTAL</b>	<b>19,720 58</b>	<b>3,840 12</b>	<b>51,510 202</b>	<b>71,165 331</b>	<b>57,600 288</b>	<b>18,360 102</b>	<b>36,480 96</b>	<b>37,000</b>	<b>3,450</b>	<b>258,675</b>	<b>299,125</b>	<b>1,089</b>

**Notes:**

- The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
- Total All\$ includes subconsultants and reimbursable costs.
- Hourly rates effective through December 31, 2025 and subject to revision annually thereafter.
- All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.

Table: 20218

## 2025 Charge Rate Fee Schedule

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

<b>Personnel Services</b>	<b>Hourly Rates</b>
Senior Principal	\$340
Principal Engineer/Surveyor	\$320
Senior Supervising Engineer/Surveyor	\$305
Supervising Engineer/Surveyor	\$290
Managing Engineer/Surveyor	\$272
Project Engineer IV/Surveyor IV, Senior Engineer/Surveyor	\$255
Project Engineer III/Surveyor III	\$237
Staff Engineer II/Surveyor II	\$215
Staff Engineer I/Surveyor I	\$200
Associate Engineer/Surveyor	\$185
Assistant Engineer/Surveyor	\$175
Senior Designer/Senior Technician	\$180
Designer II/Survey Technician II	\$170
Designer I/Survey Technician I	\$155
CAD Operator II/Drafter II	\$160
CAD Operator/Survey Technician/Drafter	\$125
2-Person Survey Crew	\$380
1-Person Survey Crew	\$190
Senior Administrator/Contracts	\$160
Administrative Assistant III/Senior Project Coordinator	\$130
Administrative Assistant II/Project Coordinator	\$105
Administrative Assistant I/Office Support	\$90
Supervising Senior Construction Manager	\$275
Senior Construction Manager	\$230
Construction Manager II	\$215
Construction Manager I	\$195
Supervising Senior Construction Inspector	\$245
Senior Construction Inspector	\$230
Construction Inspector	\$210
Senior Construction Document Controls Specialist	\$150
Construction Document Controls Specialist	\$130

***Effective through December 31, 2025 and subject to revision annually thereafter.***

➤ **Reimbursable Expenses:**

- a. Travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a markup charge of **15%**.
- b. Sixty-five cents (\$0.65) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and eighteen dollars (**\$18.00**) per hour for use of vehicles carrying field survey equipment and supplies or used for field inspection and supervision.
- c. The cost of materials, supplies, reproduction, agency filing fees, communication expense or other services, plus a markup charge of **15%**.
- d. Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional or technical firms engaged in connection with the project, plus a handling charge of **15%**.