

**AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES  
WITH WILSEY HAM  
BURLINGAME PARK SUBDIVISION WATER MAIN REPLACEMENT PROJECT**

**CITY PROJECT NO. 84892**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Burlingame, State of California, herein called the "City", and Wilsey Ham engaged in providing Professional Engineering Design Services herein called the "Consultant".

**RECITALS**

- A. The City is considering conducting activities for consultant engineering services for professional design services for the Burlingame Park Subdivision Water Main Replacement Project, City Project No. 84892.
- B. The City desires to engage a professional engineering consultant to provide 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, compiling the plans, specifications and estimate, bid services, service line replacements, 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 May 31, 2023.
- 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 \$351,545; 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 Brandon Davis, Supervising Engineer.
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: Kevin Okada, Senior Engineer  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

To Consultant: Brandon Davis, Supervising 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. 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.
  - 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. Goldman  
City Manager

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

Approved as to form:

\_\_\_\_\_  
City Attorney – Kathleen Kane

ATTEST:

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



August 4, 2020

Mr. Kevin Okada, P.E.  
Senior Civil Engineer  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

Re: Proposal for Professional Engineering Design Services for the Burlingame Park  
Subdivisions Water Main Improvements - City Project 84892

Dear Mr. Okada,

On behalf of Wilsey Ham, I am pleased to submit this proposal to the City of Burlingame for design of the water main projects 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.

### **Proposed Design Team**

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

Cameron Leitch will serve as our Project Manager/Project Engineer. In this capacity, he will guide all of the day-to-day aspects of the project. As the Project Engineer for many of the recent Water and Sewer Projects, he has a very good understanding of the City's design standards and project development process. Cameron will be our primary contact with the City.

Darrin Mock is proposed as our Assistant Project Engineer, supporting the design and preparation of the construction drawings and bid documents. Darrin is the Assistant Project Engineer who worked on the last several Water Main Improvement Projects.

Ron Cameron will direct all of our survey and mapping efforts. In this capacity, he will work closely with our Engineering Department to ensure that the base sheets have all of the necessary information for an accurate design.

### **Project Understanding**

The City has issued an RFP for the design of Water Main Improvements along El Camino Real from Sanchez Avenue to Barroilhet Avenue and within the Glenwood Park, Burlingame Heights, Burlingame Terrace and Burlingame Park Subdivisions; totaling almost five miles of roadway. The project is programmed to be designed and constructed in four phases over Multiple years. The construction of improvements may be extended into future years if there is not sufficient budget to construct all of the improvements in the program year.

Wilsey Ham is currently working on the design for the El Camino Real and Glenwood Park Areas. It is our understanding that the City would like to begin design of the Burlingame Heights





August 4, 2020  
 Kevin Okada, P.E.  
 Page 2

and Burlingame Park Subdivisions Water Main Improvements. This includes the streets shown in blue on the attached map.

To better understand the scope of the project, we have walked the full length of each 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 observations, we have identified some design constraints in each phase of the project that will need to be properly addressed to achieve a successful project.



Looking down Elm on border of Hillsborough.

Our staff has also prepared a preliminary layout for the new water mains in each project phase 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 alignments are included at the end of this proposal for your information. The alignments will need to be adjusted once the utility locations are surveyed and we have a more accurate understanding of the site constraints.

#### Phase 2 - Burlingame Park Subdivisions

Phase 2 covers an area with several short street segments bounded by the City of Hillsborough, the City of San Mateo and Occidental Ave. It also includes Costa Rica Ave., Willow Ave., Palm Dr. and a segment of Edgehill Dr. See attached map. All of the streets in this area are tree lined and the residential properties are upscale.

Electric service to this area appears to be predominantly from overhead electric lines. Remnants of utility markings indicate a large San Francisco Water District (SFPUC) water line on Occidental, Pepper, and through the intersection of

Walnut and Willow that will need to be carefully located by the utility location contractor to determine the extent that these lines may impact the future water main alignment. From the record information, Willow Ave. is significantly more congested with underground utilities than other streets.

#### Preliminary Alignment Thoughts

The best alignments for the new main on Pepper and Occidental appear to be on the opposite side of the street from the SFPUC mains. The alignment of the new City water main will need to



August 4, 2020  
Kevin Okada, P.E.  
Page 3

be sufficiently far away to provide continued protection/support of the existing 60" mains during the trenching of the new line.

On Ralston, staying to the north along the existing water line and staying east of the existing water main on Chapin appears to provide sufficient clearance to the sanitary sewer.

Along Barroilhet and Elm, staying to the north and west respectively minimizes the encroachment into San Mateo and Hillsborough, although the need for early and detailed coordination with these two cities is important in developing a final location.

*All new alignments discussed above are contingent upon the location of PG&E gas facilities and the accurate location of all utilities.*

#### Service Line Replacements

The State has notified the City to begin replacement of select aging water services. To accomplish this the City plans to incorporate replacement of older service lines in areas where there is no current plan to update the mains into the Water CIP. The City's current approach is to replace 60 of these services with this project. The location of these 60 services will be determined as the project develops; however, for the purposes of this proposal we assume the service replacements will be grouped together by location and relatively local to each other as opposed to select random replacements throughout different, separated parts of the City.

#### **Project Approach and 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.

##### ***Task 1 - Pre-Design Investigation – Survey, Utility Locates, Potholing, 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 City comments on 50% design are received and after the City has approved the proposed water main alignments and pothole plan. We have also included a 10-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 at City Hall.
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.



August 4, 2020  
Kevin Okada, P.E.  
Page 4

6. Add approximate right of way lines to mapping from record information.
7. Add topography and utility locates to create base maps.
8. Preform Quality Assurance/Quality Control review.
9. Pothole utilities at potential conflict areas per the approved potholing plan during the 95% design stage. We have assumed 4 days of potholing (approximately 24 potholes) with cold patch asphalt to be performed on the same day.
10. Perform supplemental topographic survey (at 95% design stage) to pick up utility potholes and design information.

**Deliverable:** Project topographic base map

***Task 2 - 35% Plans, Specifications 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, 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. Submit the 35% plans, estimate and Basis of Design Memorandum package to City for their review.
6. Attend a job walk with the City to review the site discuss their comments and required revisions.
7. Revise and resubmit the plans and estimate to reflect the revised layouts.

**Deliverables:** 2 sets of 35% Plans and the preliminary estimate.

***Task 3 - 50% Plans, Specifications 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 50% PS&E submittal so that we can identify any conflicts early in the 95% design phase before the expending too much budget. 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 50%).
2. Perform a site visit to review design issues.
3. Coordinate with outside utility companies and City of Hillsborough.
4. Develop the title sheet and notes sheet.
5. Prepare detail sheets.



August 4, 2020  
Kevin Okada, P.E.  
Page 5

6. Update the construction cost estimate and make phasing modifications in the event that the estimated project cost exceeds the budget.
7. Prepare list of technical specifications based on the City's standard water specifications.
8. Coordinate design/progress with City.
9. Prepare pothole plan.
10. Perform a QA/QC review and make associated revisions.
11. Submit the 50% PS&E package to City for their review.
12. Attend a meeting with the City to discuss their comments and desired revisions.

**Deliverables:** 2 sets of the 50% Plans, specifications, estimate and pothole plan

***Task 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 utility conflicts will be checked by potholing. The estimate will be detailed with individual bid items to provide the City with the 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 50% Design Comments from City.
2. Advance design to 95% level of completion.
3. Prepare profile views.
4. Site visits as needed to review design issues.
5. Coordinate with utility companies and City of Hillsborough.
6. Update the construction cost estimate/bid schedule.
7. Prepare technical specifications.
8. Coordinate design/progress with City.
9. Prepare contract book "Front End", including Invitation, General and Special Provisions.
10. Perform a QA/QC review and make revisions as necessary.
11. Submit the 95% plans, specifications and estimate package to City for their review.
12. Attend a meeting with the City to discuss their comments and desired revisions.

**Deliverables:** 2 sets of the 95% Plans, specifications, and estimate

***Task 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 detailed below.

1. Perform the final revisions to the plans, specifications and estimate to address the City's review comments and perform final quality control review.
2. Re-submit final package to City for approval.
3. Coordinate design/progress with City.



August 4, 2020  
Kevin Okada, P.E.  
Page 6

**Deliverables:** 2 sets of the 100% Plans, specifications, estimate and bid package for reproduction of the bid sets

### ***Task 6 - 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 as a result of 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 Question's & issue bid addenda as necessary.

**Deliverables:** Bid addenda as necessary

### ***Task 7 – Service Line Replacements (up to 60)***

Task 7 includes:

1. Prepare plan sheets from City GIS base mapping to show the 60 service replacements and addresses, water infrastructure, curbs, property lines and background satellite imagery.
2. Prepare a table of addresses for replacements and details for service replacements to be included in the details sheets.

**Deliverables:** Additional plan sheets, details and bid items to be incorporated into the PS&E.

### **Assumptions and Exclusions**

The following assumptions and exclusions were made in the preparation of this proposal in 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 a reasonable 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. 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 and Schedule**

Wilsey Ham's fee for the foregoing described Scope of Services is estimated to be approximately \$351,545 on a time and materials basis in accordance with the attached Charge Rate Fee Schedule. We will not exceed this amount without your prior authorization. Work can



August 4, 2020  
Kevin Okada, P.E.  
Page 7

be completed on a mutually agreed upon schedule. The time of performance will commence upon execution of this agreement and will end June 30, 2022.

**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

A handwritten signature in black ink that reads "Brandon B. Davis". The signature is written in a cursive, flowing style.

Brandon Davis  
Supervising Engineer  
RCE: C61024

Attached:      Fee Estimate  
                    2020 Charge Rate Fee Schedule  
                    Preliminary Alignment Layouts



**City of Burlingame**  
**Burlingame Park Water Main Improvements - City Project 84892 Fee Proposal**  
8/4/2020

TASK DESCRIPTION		PRINCIPAL ENGR./SRVR. \$241 HRS	SUPERVISING ENGR/SRVR. \$223 HRS	SENIOR ENGINEER \$200 HRS	ASSISTANT ENGINEER \$152 HRS	SENIOR DESIGNER \$156 HRS	2 PERSON SURVEY CREW \$257 HRS	SUB- CONSULTANTS	REIM- BURSABLE EXPENSES	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
Phase 2 - Burlingame Heights & Burlingame Park Subdivisions												
1. Pre-Design Investigation (Phase 2) Survey, Utility Locates, Potholing, Base Mapping 1 Kick-off 2 Records Research and Utility Maps 3 Control Surveys 4 Utility Mark-out by AGS 5 Topographic Surveys 6 Approximate Right-of-way from Record 7 Base-mapping 8 QA/QC 9 Potholing by Exaro (approx 24 @ start of 95%) 10 Supplemental Survey - 3 days (@ start of 95%) Subtotal			892 4 446 2 1,784 8	800 4 2,400 12		1,872 12	6,168 24	20,585	50	1,692 2,846 9,824 400 31,264 3,030 13,818 2,266 1,246 9,286	1,742 2,846 10,184 20,985 32,584 3,030 13,818 2,266 29,996 9,646	8 14 44 2 140 18 86 10 6 42
2. 35% Plans and Estimate (Phase 2) 1 Layout Water Mains 2 Site Visit 3 Title Sheet, Notes 4 Preliminary Estimate 5 Submit 6 Job Walk with City 7 Revise/Resubmit Plans, Estimate 8 QA/QC Subtotal			1,338 6	4,800 24 1,600 8	4,864 32 1,216 8	156 1			50	11,002 2,816 508 3,247 1,231 5,116 4,478 2,336	11,002 2,866 508 3,247 1,231 5,116 4,478 2,336	62 16 3 19 7 28 26 12
3. 50% PS&E (Phase 2) 1 Prepare Plan View Sheets 2 Perform Site Visit to review design issues 3 Coordinate Utilities/City of Hillsborough 4 Develop Title Sheet and Notes 5 Prepare Detail Sheets 6 Update Cost Estimate 7 Specifications Listing 8 Design Coordination 9 Prepare Pothole Plan 10 QA/QC Review 11 Submit 50% PS&E w/ Pothole Plan 12 Meet with City Subtotal			892 4	4,800 24 1,600 8 1,600 8	4,864 32 1,216 8	3,744 24	24		25	14,300 2,816 1,600 512 824 2,239 1,616 4,184 6,734 12,327 1,863 1,269	14,300 2,841 1,600 512 824 2,239 1,616 4,184 6,734 12,327 2,063 1,294	84 16 8 3 5 13 10 20 38 67 11 6

**EXHIBIT A**



**City of Burlingame**  
**Burlingame Park Water Main Improvements - City Project 84892 Fee Proposal**  
8/4/2020

TASK DESCRIPTION		PRINCIPAL ENGR./SRVR. \$241 HRS	SUPERVISING ENGR/SRVR \$223 HRS	SENIOR ENGINEER \$200 HRS	ASSISTANT ENGINEER \$152 HRS	SENIOR DESIGNER \$156 HRS	2 PERSON SURVEY CREW \$257 HRS	SUB- CONSULTANTS	REIM- BURSABLE EXPENSES	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS	
4. 95% PS&E (Phase 2) 1 Incorporate 50% Design Comments from City 2 Advance Design to 95% Level 3 Prepare Profile Views 4 Perform Site Visit to review design issues 5 Coordinate Utilities/City of Hillsborough 6 Update Cost Estimate/Bid Schedule 7 Prepare Technical Specifications 8 Design Coordination 9 Prepare Front End Specs 10 QA/QC Review 11 Submit 95% PS&E 12 Meet with City Subtotal			1,338 6 2,230 10 892 4	4,800 24 6,400 32 9,600 48	3,648 24 9,728 64 7,296 48 2,432 16	4,992 32 9,984 64 3,120 20				14,778 28,342 20,908 2,432 3,200 7,821 9,016 4,184 3,870 19,216 1,863 2,313 1,081	86 170 120 16 16 45 48 20 22 104 11 6		
		964 4	4,460 20 223 1	6,400 32 400 2 600 3	3,648 24 304 2 456 3	3,744 24 936 6			450 25				
		964 4	13,826 62	43,400 217	35,720 235	22,776 146			525	116,686	117,211	664	
	5. 100% PS&E (Phase 2) 1 Finalize PS&E to address comments 2 Submit Final Bid Package (100% PS&E) 3 Design Coordination Subtotal	241 1	1,338 6	4,000 20 400 2 600 3	3,648 24 304 2 456 3	3,120 20 624 4				450 25	12,347 1,328 1,056 1,081	71 8 6	
		241 1	1,338 6	5,000 25	4,408 29	3,744 24				475	14,731 15,206	85	
	6. Bid Services (Phase 2) 1 Attend Pre-bid Meeting 2 Coordination and Addenda Subtotal	241 1	892 4	1,200 6 1,800 9	1,824 12 1,824 12					50 50 100	1,269 4,157 5,426	6 23 29	
		241	1,561 7	1,800 9	1,824 12								
	7. Service Line Replacements (up to 60) 1 Service Line Replacement Plan 2 Details and Address Table Subtotal	241 1	446 2	800 4 200 1 1,000 5	912 6 304 2 1,216 8	1,872 12 312 2 2,184 14				100 100 100	4,271 816 5,087	25 5 30	
		241 1	446 2	1,000 5	1,216 8	2,184 14							
Grand Total		3,374 13	37,018 166	90,000 450	69,160 455	64,116 411	34,952 136	49,335	3,590	298,620	351,545	1,632	

**Notes:** 1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.

2. Total All\$ includes subconsultants and reimbursable costs.

3. Hourly rates effective through December 31, 2020 and subject to revision annually thereafter.

4. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.

**EXHIBIT A**





## 2020 Charge Rate Fee Schedule

### I. Charge Rate Fee Schedule

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

#### A. Personnel Services

Principal Engineer/Surveyor	\$241	Per Hr	Designer/Technician II	\$152	Per Hr
Supervising Eng/Surveyor	223	Per Hr	Designer/Technician I	140	Per Hr
Managing Engineer/Surveyor	213	Per Hr	Cad Operator/Drafter II	126	Per Hr
Senior Engineer/Project Mgr.	200	Per Hr	Designer/Technician	115	Per Hr
Associate Engineer/Surveyor	190	Per Hr	Administrative Assistant	84	Per Hr
Engineer II	179	Per Hr	Technical Assistant	71	Per Hr
Engineer I	168	Per Hr	2 Person Survey Crew	257	Per Hr
Assistant Engineer	152	Per Hr	Contract Personnel	2x	Invoice
Junior Engineer	140	Per Hr	Outside Survey Specialist	179	Per Hr
Senior Designer	156	Per Hr			

*\*Effective through December 31, 2020 and subject to revision annually thereafter.*

### B. Reimbursable Expenses

#### 1. Travel & Transportation Expenses:

- a) Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a handling charge of 15%.
- b) Fifty-seven cents (\$0.57) 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.

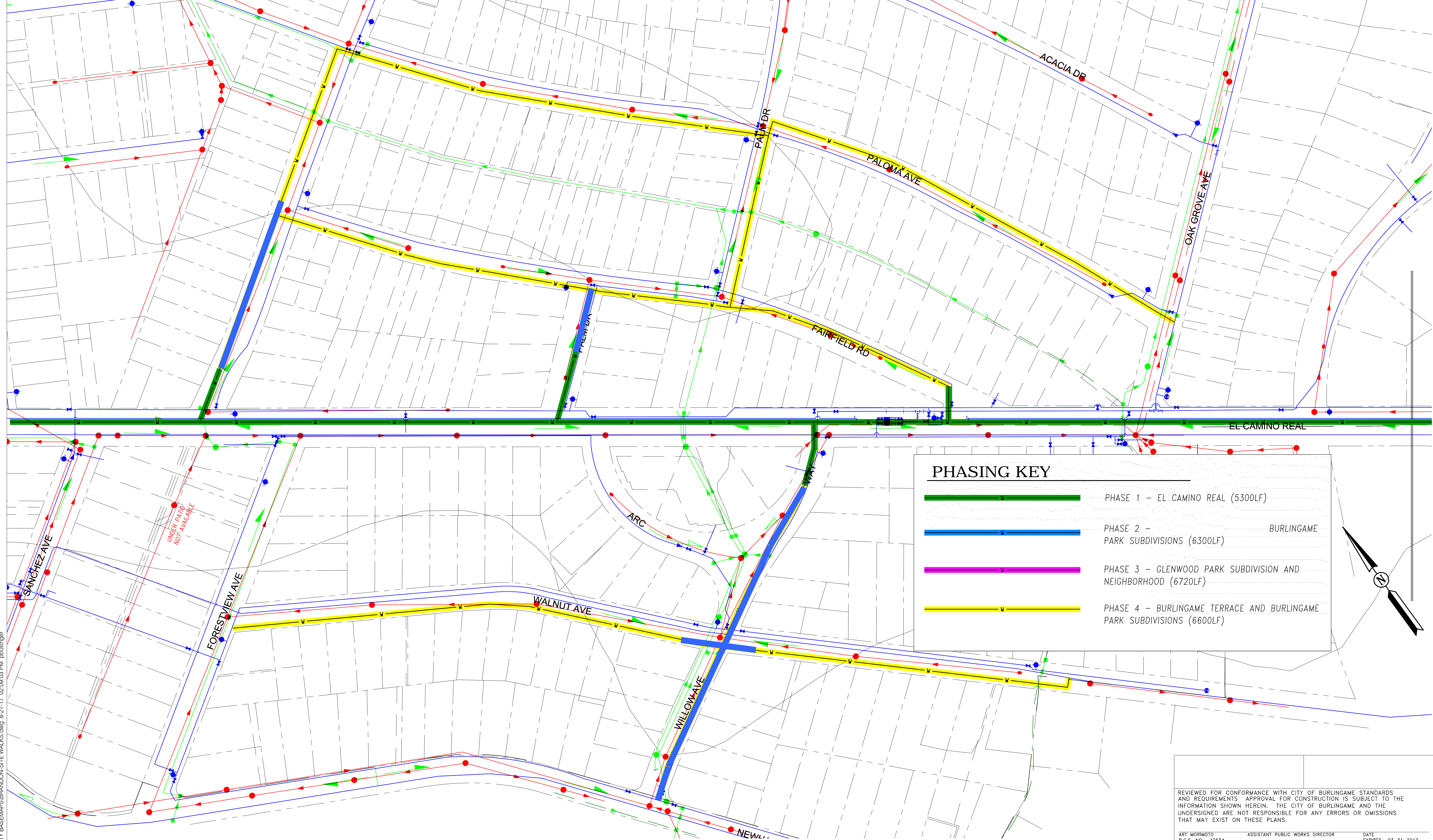
#### 2. Miscellaneous Expenses:

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

### C. Outside Services

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





**PHASING KEY**

PHASE 1 – EL CAMINO REAL (5300LF)

PHASE 2 – BURLINGAME PARK SUBDIVISIONS (6300LF)

PHASE 3 – GLENWOOD PARK SUBDIVISION AND NEIGHBORHOOD (6720LF)

PHASE 4 – BURLINGAME TERRACE AND BURLINGAME PARK SUBDIVISIONS (6600LF)

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 03-31-2012

DESIGNED UNDER THE DIRECTION OF:

DESIGN: DATE:

DRAWN: DATE:

CHECKED: DATE:

**LEGEND**

EXISTING WATER LINE

EXISTING STORM DRAIN LINE

EXISTING SANITARY SEWER LINE

NO.	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

**SOUTH EL CAMINO AREA  
WATER MAIN IMPROVEMENTS  
PRELIMINARY ALIGNMENTS**

CP #

WH PROJ. NO. 140-XXX



**WILSEY ■ ■ HAM**  
Engineering, Surveying & Planning

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

CITY OF BURLINGAME

SAN MATEO COUNTY

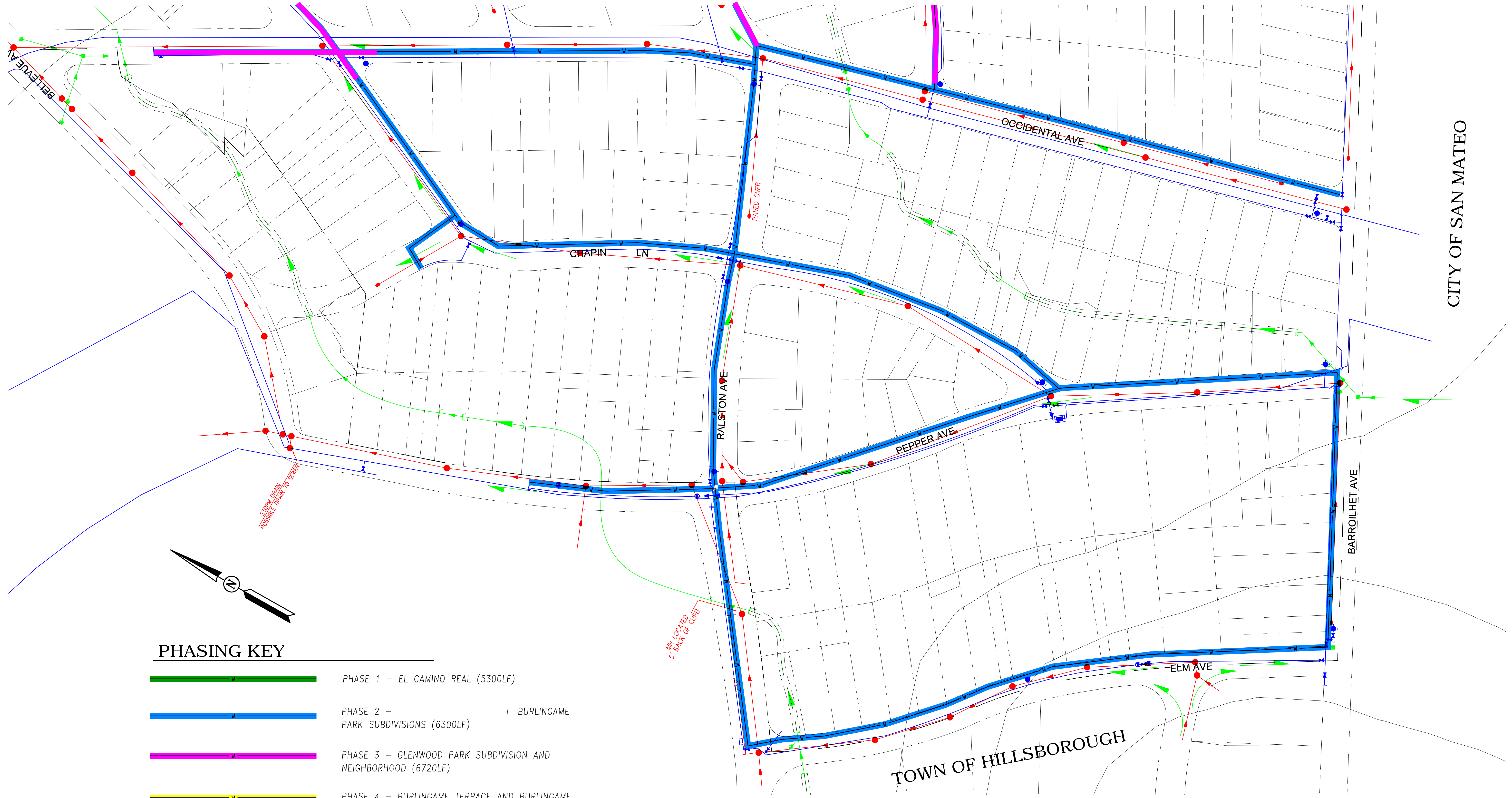
CALIFORNIA

WH PROJ. NO. 140-059

CP #

2





CITY OF SAN MATEO

PHASING KEY

- PHASE 1 – EL CAMINO REAL (5300LF)
- PHASE 2 – PARK SUBDIVISIONS (6300LF) | BURLINGAME
- PHASE 3 – GLENWOOD PARK SUBDIVISION AND NEIGHBORHOOD (6720LF)
- PHASE 4 – BURLINGAME TERRACE AND BURLINGAME PARK SUBDIVISIONS (6600LF)

LEGEND

- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- EXISTING SANITARY SEWER LINE

NO.	DATE	ISSUE / REVISION DESCRIPTION	BY	BY	DATE

Project Mgr.:	
Project Eng.:	
Designer:	
Checked By:	
Drawn By:	

**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

WH PROJ. NO. 140-XXX

CP #

CITY OF BURLINGAME

SOUTH EL CAMINO AREA

WATER MAIN IMPROVEMENTS

PRELIMINARY ALIGNMENTS

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 03-31-2012

DESIGNED UNDER THE DIRECTION OF:

DESIGN: DATE:

DRAWN: DATE:

CHECKED: DATE:

SHEET

3

H:\140-Burlingame\140 UTILITY BASEMAPS\BRANDON\SITE WALKS.dwg 8-21-17 02:09:03 PM pbusinger