

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **HMH ENGINEERS, INC.**, a California corporation, whose address is **1570 Oakland Road, San Jose, CA 95131** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Civil Engineering services. City staff issued an RFP/RFQ on March 17, 2025 and after a submittal period of 22 days received 12 of timely submitted proposals. Staff reviewed the proposals and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Civil Engineering services, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 1st day of July 2025, and shall terminate on the 1st day of July 2030, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

### **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

The total five-year compensation for this Agreement shall not exceed \$750,000.

### **4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

### **5. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

### **6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Provider, except in circumstances where Provider's obligations to indemnify or defend the City are limited pursuant to California Civil Code Section 2782.8. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider, except in circumstances where Provider's obligations to indemnify or defend the City are limited pursuant to California Civil Code Section 2782.8. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to indemnify or defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

# **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

MAC  
Provider Initials

## **b. COVERAGE REQUIREMENTS:**

Provider shall maintain insurance coverage and limits at least as broad as:

### **(1) Workers' Compensation:**

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

### **(2) Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
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Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate
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If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as

an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

## **12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

## **13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

## **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

## **15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

## **16. RECORDS:**

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

## **17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is

deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 West Mall Square #110  
Alameda, CA 94501  
ATTENTION: Scott Wikstrom, City Engineer  
Ph: (510) 747-7937 / swikstrom@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

HMH Engineers  
Public Works  
1570 Oakland Road  
San Jose, CA 95131  
ATTENTION: Megan Cronan, Principal  
Ph: (408) 487-2200

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 West Mall Square #110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Executive Assistant  
Ph: (510) 747-7932 / jnavarro@alamedaca.gov

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## **19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

## **20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

## **21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

## **22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the

same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**28. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**29. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**30. CONTROLLING AGREEMENT:**


In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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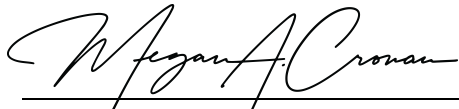
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

HMH ENGINEERS  
A California corporation

  
\_\_\_\_\_  
Jon Cacciotti  
Principal

CITY OF ALAMEDA  
a municipal corporation

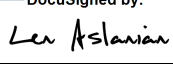
\_\_\_\_\_  
Jennifer Ott  
City Manager

  
\_\_\_\_\_  
Megan Cronan  
Principal

RECOMMENDED FOR APPROVAL

Signed by:  
  
\_\_\_\_\_  
325158B32737491...  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
\_\_\_\_\_  
765D25E39B18464...  
Len Aslanian  
Assistant City Attorney





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April 7, 2025

# City of Alameda

## ON-CALL CIVIL ENGINEERING SERVICES

Prepared for:



CITY OF ALAMEDA  
Public Works Department  
950 W Mall Square #215  
Alameda, CA 94501

Prepared by:





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REGNART CREEK TRAIL, CUPERTINO, CA

April 7, 2025

# CITY OF ALAMEDA On-Call Civil Engineering Services

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# COVER LETTER



GATEWAY AT MILLBRAE



**SUCCESS BUILT ON SERVICE, QUALITY, &  
COMMITMENT SINCE 1976**



April 7, 2025

Scott Wikstrom, City Engineer

**CITY OF ALAMEDA**

Public Works Department

City Hall West

950 West Mall Square, Room 110

Alameda, CA 94501

**SUBJECT: PROPOSAL FOR ON-CALL CIVIL ENGINEERING SERVICES**

Dear Mr. Wikstrom:

HMH Engineers, Inc. (HMH) is pleased to submit this proposal in response to the City of Alameda's Request for Proposals (RFP) for On-Call Civil Engineering Services. We are enthusiastic about the opportunity to partner with the City and provide responsive, high-quality engineering support for your maintenance programs, Capital Improvement Projects (CIP), and potential private development peer review needs. Having served Bay Area public agencies for decades from our San Jose office, we understand the unique challenges and opportunities within mature cities like Alameda and are well-equipped to assist with the diverse scope of services outlined in the RFP.

**Qualified Team**

We have assembled a highly qualified team specifically tailored to meet the City's requirements, led by Principal-in-Charge Megan Cronan, PE, who will provide executive oversight and ensure contract compliance, and Project Manager Alyson Goulden, who will serve as the City's primary point of contact for all task orders and daily coordination. Alyson brings significant experience managing horizontal infrastructure projects and coordinating multidisciplinary teams. They are supported by seasoned leaders including Technical Advisors Jon Cacciotti, PE, QSD (Civil) and Zeferino Jimenez, PE (Development), along with Discipline Leads Linda Grevera, PE (Civil Engineering), Jeff Williams, PE, QSD/P (Plan Check), Tracy Giorgetti, PE, PLS (Land Surveying), and Calandra Monasterio, PLA (Landscape Architecture). This leadership structure guarantees accessibility, accountability, and the application of deep technical expertise to every task order.

**On-Call Experience**

HMH possesses extensive experience providing on-call engineering services to numerous public agencies throughout the Bay Area, including cities like Livermore and Cupertino, as well as regional entities like the Valley Transportation Authority (VTA). We understand the nuances of on-call contracts, prioritizing responsiveness, flexibility, and clear communication. Our proven procedures for managing task orders ensure efficient scoping, budget control, schedule adherence, and timely delivery of services on an as-needed basis. We excel at quickly mobilizing the right expertise from our deep bench of professionals to meet the specific demands of each assignment, whether large or small.

ATTN: Scott Wikstrom, City Engineer  
Subject: On-Call Civil Engineering Services  
Page: 2 of 2

### Capabilities and Scope of Services

Our team's capabilities directly align with the Scope of Services detailed in Exhibit A of the RFP and the City's selection criteria. Our core strength lies in civil engineering design and construction management for infrastructure repair and replacement. Under the guidance of Linda Grevera, PE, and supported by experienced managers like Tyson Tano, PE, and engineers such as Jenny Zhong, PE, our team proficiently handles projects involving street resurfacing and reconstruction, pavement design, PCC elements, sewer and storm drain systems (including pump stations and pipe replacement), site grading, retaining walls, and utility replacements. We integrate transportation engineering principles, including complete streets concepts, bicycle/pedestrian facilities, and ADA compliance, into our designs. Jeff Williams, PE, QSD/P, leads our plan check and stormwater management efforts, ensuring compliance and providing valuable peer review support for private development projects as needed.

### Specialized Services and Local Preference

While our core team provides robust civil engineering support, we recognize the need for specialized services in areas like MEP, geotechnical, and structural engineering for certain projects. As detailed in our proposal, HMM has extensive experience successfully managing and integrating subconsultant partners. We are committed to ensuring seamless collaboration and assuming full responsibility for all services delivered. Furthermore, HMM prioritizes partnering with qualified local firms within the City of Alameda whenever feasible, leveraging their specific local knowledge and contributing to the community's economic vitality, consistent with the RFP's potential local preference considerations.

HMM is confident that our project understanding, experienced team, proven project management approach, extensive on-call background, and commitment to client service make us an ideal partner for the City of Alameda. We are eager to apply our expertise to support your Public Works Department effectively and efficiently over the next five years and beyond. Thank you for considering our proposal. We look forward to the possibility of working with you.

Very Sincerely,

**HMM**



Megan Cronan, PE, CA #85735

Principal-in-Charge

(408) 487-2200 Ext. 2370  
mcronan@HMHca.com



**A**

# **DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS**

MONTAGUE EXPRESSWAY, MILPITAS, CA





## A ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

HMH is a multi-disciplined civil engineering, land surveying, landscape architecture, land development and planning, stormwater compliance, and arboriculture services firm.



**TYPE OF FIRM**  
Corporation

**NUMBER OF YEARS IN OPERATION**  
49 Years (established in 1976)

**CURRENT NUMBER OF EMPLOYEES: 91**

**OFFICE SUBMITTING RFQ**  
1507 Oakland Road, San Jose, CA 95131  
Phone: 408.487.2200

**SERVICE OFFERINGS**  
PROJECT MANAGEMENT  
CIVIL ENGINEERING  
UTILITY COORDINATION  
LAND SURVEYING  
LANDSCAPE ARCHITECTURE AND DESIGN  
ARBORICULTURE  
STORMWATER COMPLIANCE  
LAND USE ENTITLEMENTS AND PLANNING  
LAND DEVELOPMENT

**91**  
Total  
Employees

**87**  
San Jose  
Employees

**49**  
Years in  
Operation

### » Organization Description

HMH is a multi-disciplinary consulting firm established in 1976, providing comprehensive civil engineering, land surveying, landscape architecture, land development, land planning, stormwater compliance, and arboriculture services. As a certified small business with nearly 50 years of operation, HMH has a proven history of successful project delivery for public agencies and private developers throughout the San Francisco Bay Area.

Our firm currently employs approximately 91 professionals, the vast majority of whom operate from our San Jose headquarters located at 1570 Oakland Road, San Jose, CA 95131. This office will serve as the base for all services provided under this contract.

Our proposed team is robust, featuring experienced leadership with a dedicated Principal-in-Charge and Project Manager supported by seasoned Technical Advisors and Discipline Leads. This structure ensures comprehensive expertise across essential areas including civil engineering design, plan checking, landscape architecture, and construction support, directly addressing the City's diverse on-call needs. The depth of our team, comprising skilled managers, engineers, and technical staff, allows us to flexibly assign the right personnel to each task order, ensuring high-quality results from initial concept through construction completion. This blend of leadership, broad expertise, and skilled personnel creates a responsive and highly capable team ready to serve the City of Alameda.

» **Management and Team Members**

HMH employs a strong project management approach focused on clear communication, resource planning, budget oversight, and quality control. For the City's On-Call Civil Engineering Services contract, Alyson Goulden will serve as the dedicated Project Manager and the City's primary day-to-day contact. Alyson brings 13 years of experience specializing in managing on-call projects, implementation, coordinating multidisciplinary teams, and interfacing effectively with City staff and agencies.

Alyson will be supported by:

- **Megan Cronan, PE (Principal-in-Charge)** will provide executive oversight and accountability for the contract.
- **Jon Cacciotti, PE, QSD (Technical Advisor, Civil):** Providing senior technical guidance based on extensive public works project management.
- **Zeferino Jimenez, PE (Technical Advisor, Development):** Advising on land development processes and peer review aspects.
- **Anthony Silva, PE (QA/QC Manager):** Review of deliverables for compliance and completeness.
- **Linda Grevera, PE (Lead, Civil Engineering):** Directing detailed civil design efforts.
- **Jeff Williams, PE, QSD/P (Lead, Plan Check):** Overseeing plan reviews and stormwater compliance.
- **Calandra Monasterio, PLA (Lead, Landscape Architecture):** Integrating landscape design elements.

The extended team includes additional experienced Civil Engineering Managers (Tyson Tano, PE), Senior Engineers (Jenny Zhong, PE; Ben Nguyen, PE), Design Specialists and Engineers (Hilda Garcia, EIT; Edith Martinez Flores), and expert CADD support (Brock Buchstaber), providing a deep bench capable of addressing the full spectrum of civil engineering tasks.

HMH maintains a stable workforce, with the vast majority of proposed staff having significant tenure (three or more years) with the firm.

» **Work Plan and Staffing Approach**

HMH is prepared to execute the full range of civil engineering and related scope items outlined in Exhibit A of the RFP. Our approach prioritizes flexibility and tailoring expertise to each specific task order, as detailed in the Staff Work Plan table and capability descriptions provided previously.

HMH understands and accepts the City's expectation to work with the same Project Manager (Alyson Goulden) consistently throughout the contract term.

For each Task Order issued by the City, Alyson will coordinate directly with the designated City contact to confirm the specific scope, budget, schedule, and deliverables required.

While Alyson provides consistent management, the specific supporting team members assigned (lead engineers, design staff, technical specialists, CADD support) will be tailored based on the size, complexity, schedule, and technical needs of the individual project, ensuring the right expertise is applied efficiently.

Our robust staffing levels, established resource planning protocols, and deep bench of experienced professionals allow us to meet fluctuating demands and respond rapidly to the City's Task Order requests throughout the duration of the on-call contract.

HMH is prepared to execute all seven scope items outlined in Exhibit A of the RFP. A detailed work plan identifying specific personnel assignments, processes, QA/QC steps, and deliverables for each task is provided in Section B - Scope of Services. Furthermore, a table of our team members and experience can be found on page 21.

» **Resumes**

Resumes for key personnel identified in our organization chart start on page 14. All staff is represented in a table including a brief biography and project experience follow the resumes.

All HMH personnel assigned to this contract work out of HMH's San Jose, California office.



*HMH has been a great partner with the City for many years. I wish you success on every project. Keep the building coming!*

—Matt Loesch  
Public Works Department  
City of San Jose



» Organization Chart

Our organization chart illustrates the dedicated HMH team proposed for the On-Call Civil Engineering Services contract. This structure ensures clear lines of communication, efficient management, and appropriate expertise for task orders issued by the City.

Subconsultants

We recognize that delivering comprehensive solutions for the City of Alameda's diverse on-call needs often requires integrating specialized expertise beyond our core civil engineering capabilities. Our team is highly experienced in managing and collaborating effectively with subconsultants across various disciplines, including Mechanical, Electrical, and Plumbing (MEP), geotechnical engineering, structural engineering, and specialized construction management services. Our project management framework, led by Project Manager Alyson Goulden and overseen by Principal-in-Charge Megan Cronan, PE, ensures seamless integration of subconsultant work through clear communication, well-defined scopes of work, proactive coordination, and rigorous quality control.

Collaborative Partnerships

Our key personnel, including the Project Manager and Technical Advisors Jon Cacciotti, PE, QSD, and Zeferino Jimenez, PE, have a proven track record of successfully selecting, managing, and overseeing subconsultant performance on numerous complex public works and infrastructure projects. Our approach emphasizes collaborative partnerships, where subconsultants function as integrated members of the project team, fostering shared accountability and successful project outcomes.

Local Expertise

Furthermore, we are committed to supporting the local community and leveraging local expertise whenever possible. We will prioritize identifying and partnering with qualified, reputable subconsultant firms located within the City of Alameda for specialized services needed under this on-call contract. We believe utilizing local firms provides significant advantages, including enhanced responsiveness, familiarity with specific site conditions and City processes, and contributes to the local economy.



## » Staff Workplan

HMH is committed to executing all tasks under the On-Call Civil Engineering Services contract with the highest degree of accuracy, efficiency, and professionalism, strictly adhering to surveying best practices, City standards, and all applicable California regulations.

STAFF WORKPLAN				
Task #	Task Description	Primary Lead/Coordinator	Supporting Staff and Team	Licenses
<b>Overall</b>	<b>Project Management (PM) &amp; Client Contact</b>	<b>Alyson Goulden (PM)</b>	<b>Entire Team</b>	<b>PE, PLA, PLS; EIT</b>
1	Provide staff and services on an on-call, as-needed basis.	Alyson Goulden (Project Manager)	Megan Cronan, PE (Principal-in-Charge); Jon Cacciotti, PE, QSD (Technical Advisor, Civil); Zeferino Jimenez, PE (Technical Advisor, Development)	PE, QSD
2	Provide civil design and/or construction management services for repair and replacement of City infrastructure.	Megan Cronan, PE, QSD/P (Principal-in-Charge) Alyson Goulden (Project Manager) Linda Grevera, PE (Lead, Civil);	Jon Cacciotti, PE, QSD (Technical Advisor, Civil); Tyson Tano, PE; Jeff Williams, PE, QSD/P; Jenny Zhong, PE; Hilda Garcia, EIT; Edith Martinez Flores; Brock Buchstaber	PE, QSD/P, EIT
3	Provide in-house personnel or sub-consultants for civil, mechanical, electrical, and landscaping architecture.	Alyson Goulden (Project Manager) Linda Grevera, PE, (Lead, Civil) John Williams, PE (Lead, Plan Check) Calandra Monasterio, PLA (Lead, Landscape Architecture)	Entire Team * Subconsultants (See Scope of Services)	PE, PLA, QSD/P, EIT
4	Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.	Alyson Goulden (Project Manager)	Studies/Outreach: Zeferino Jimenez, PE (Technical Advisor, Development). Drawings/Specs/Estimates: Entire Team * Subconsultants	PE, PLA, PLS, QSD/P, EIT
5	Review and develop standard plans and specifications.	Linda Grevera, PE (Lead, Civil Engineering)	Jon Cacciotti, PE, QSD/P (Technical Advisor, Civil); Tyson Tano, PE (Infrastructure)	PE, QSD/P
6	Respond to plan check comments for building permits.	Jeff Williams, PE, QSD/P (Lead, Plan Check)	Zeferino Jimenez, PE (Technical Advisor, Development) Rafael Hernandez, PE (Plan Check) Tracy Giorgetti, PE, PLS (Plan Check)	PE, QSD/P, EIT
7	During construction: make on-site visits; review material submittals, shop drawings and test results; respond to RFIs; draft change orders; and review pay estimates.	Alyson Goulden (Project Manager) Linda Grevera, PE (Lead, Civil Engineering)	Tyson Tano, PE; Jeff Williams, PE, QSD/P; Jenny Zhong, PE; Hilda Garcia, EIT; Edith Martinez Flores	PE, QSD/P, EIT
N/A	Street resurfacing/reconstruction, pavement design.	Linda Grevera, PE (Lead, Civil Engineering)	Jon Cacciotti, PE, QSD (Technical Advisor, Civil); Tyson Tano, PE; Jenny Zhong, PE; Jeff Williams, PE, QSD/P; Hilda Garcia, EIT; Brock Buchstaber	PE, QSD/P, EIT

N/A	PCC curb, gutter and ramps.	Linda Grevera, PE (Lead, Civil Engineering)	Jon Cacciotti, PE, QSD (Technical Advisor, Civil); Jenny Zhong, PE; Jeff Williams, PE, QSD/P; Hilda Garcia, EIT; Edith Martinez Flores; Brock Buchstaber	PE, QSD/P, EIT
N/A	Sewer and storm drain pump stations / pipe replacement.	Linda Grevera, PE (Lead, Civil Engineering)	Jon Cacciotti, PE, QSD (Technical Advisor, Civil); Jeff Williams, PE, QSD/P; Jenny Zhong, PE; Hilda Garcia, EIT; Edith Martinez Flores; Brock Buchstaber	PE, QSD/P, EIT
N/A	Shoreline upgrades and repairs.	Alyson Goulden (Project Manager); * Requires specific expertise and may involve subconsultant	Jon Cacciotti, PE, QSD/P (Technical Advisor, Civil); Linda Grevera, PE; Tyson Tano, PE; Jeff Williams, PE, QSD/P	PE, QSD/P
N/A	Lagoon pumps and weir systems.	Alyson Goulden (Project Manager); Requires specific expertise and may involve subconsultant	Jon Cacciotti, PE, QSD (Technical Advisor, Civil); Linda Grevera, PE; Jeff Williams, PE, PE, QSD/P	PE, QSD/P
N/A	Park improvements (pathways, buildings, grading, utilities, lighting).	Alyson Goulden (Project Manager)	Entire Team	PE, PLA, PLS, QSD/P, EIT
N/A	Site grading, retaining walls and utility replacement.	Linda Grevera, PE, Lead, Civil Engineering	Jon Cacciotti, PE, QSD (Technical Advisor, Civil); Jeff Williams, PE, QSD/P; Jenny Zhong, PE; Hilda Garcia, EIT; Edith Martinez Flores; Ryan Fong, PE; Brock Buchstaber	PE, QSD/P, EIT
N/A	Traffic signal and street lighting equipment replacement (foundations, conductors).	Alyson Goulden (Project Manager); Requires Electrical Eng. subconsultant	Civil Support: Linda Grevera, PE; Jon Cacciotti, PE, QSD; Jeff Williams, PE, QSD/P; Brock Buchstaber	PE, QSD/P



## US 101/Blossom Hill Road Interchange Improvement

CITY OF SAN JOSE

Award winner for the California Transportation Foundation Award in the Interchange category, plus four other design awards from the ACEC, ASCE, and APWA SF and Silicon Valley.



» Staff Qualifications

Our proposed team offers comprehensive capabilities tailored to the City of Alameda's On-Call Civil Engineering Services needs, under the leadership of Principal-in-Charge Megan Cronan, PE, and Project Manager Alyson Goulden. Alyson Goulden ensures seamless project execution and client communication, supported by Technical Advisors Jon Cacciotti, PE, QSD (Civil) and Zeferino Jimenez, PE (Development), who provide high-level oversight and strategic guidance drawing from their extensive public works and land development backgrounds respectively.

The core civil engineering design functions are led by Linda Grevera, PE, whose decades of experience encompass roadway, highway, utility, and site design, including PS&E preparation and agency coordination. This is complemented by Civil Engineering Manager Tyson Tano,

PE, specializing in transportation projects like interchanges, complete streets, and transit interfaces, ensuring designs address multi-modal needs and ADA compliance.

The team possesses robust capabilities in essential civil disciplines including grading, drainage, advanced stormwater management (LID and SWPPP) guided by Jeff Williams, PE, QSD/P, pavement design, and utility systems (sewer, storm, water). For required plan reviews, Jeff Williams, PE, QSD/P, brings specific expertise as the Lead, Plan Check, bolstered by Zeferino Jimenez's development insights, enabling effective peer review services for private development projects as outlined in the RFP. Landscape Architecture, critical for park and site improvement projects, is led by Calandra Monasterio, PLA.

Comprehensive construction phase support, including RFI responses, submittal reviews, and change order processing, is coordinated by Alyson Goulden with technical backing from Jon Cacciotti and the engineering leads. All design and documentation efforts are supported by highly experienced CADD Technician Brock Buchstaber, ensuring adherence to standards and efficient production using AutoCAD and MicroStation. Our integrated team structure provides the City with a deep bench of expertise ready to respond effectively to diverse on-call service requests. The following table details the experience and qualifications of our proposed team..

HMH CIVIL ENGINEERING TEAM																	
Project Team	Role	Registrations/ Certifications	Yrs Exp	Office Location	Brief Biography and Experience	Public Works				Private Development							
						On-Call, City of Livermore	Master Agreement, San Jose	On-Call, Cupertino	BART Silicon Valley Extension	On-Call, South San Francisco	On-Call, SCVWA	Gateway at Millbrae	Commercial Hill	Market Park	Nuevo	Agrihood	Japantown, San Jose
Alyson Goulden	Project Manager		13	San Jose	Over a decade in A/E/C, focusing on large-scale Bay Area developments as engineer and project manager. Specializes in horizontal infrastructure design and implementation (roads, utilities, green infrastructure), managing subconsultants, design oversight, city interface, entitlements, and permitting	●	●	●	●		●		●	●			
Megan Cronan, PE	Principal-in-Charge	PE, CA #85735; SWPPP D/P #26293; CSP #1098	12	San Jose	As Principal-in-Charge for this contract, Megan Cronan, PE, provides executive leadership and ultimate accountability for HMH's performance and client satisfaction. Her expansive background encompasses civil engineering design and project management across both the public works and private development sectors, giving her a broad perspective relevant to the City of Alameda's diverse needs. Megan leverages this experience to ensure robust oversight, effective resource allocation, and the consistent delivery of high-quality, technically sound engineering solutions throughout the duration of the on-call services agreement.	●	●	●		●	●	●	●				
Jon Cacciotti, PE, QSD	Technical Advisor, Civil	PE #82825	16	San Jose	Dedicated civil engineer focused on public works/infrastructure, specializing in multimodal transportation and project management (scheduling, budget, subconsultant oversight). Extensive experience managing complex interchange, trail, utility coordination, bridge, sewer, and roadway improvement projects	●	●	●	●		●		●	●			
Zeferino Jimenez, PE	Technical Advisor, Development	PE #72155	22	San Jose	Extensive experience designing and managing diverse Bay Area land development projects (residential, commercial, mixed-use, institutional). Expertise in preliminary engineering, stormwater concepts, entitlements, and acting as liaison between clients, design teams, and public agencies	●					●	●	●	●	●	●	●

Linda Grevera, PE	Lead, Civil Engineering	PE #43591	35	San Jose	Senior Civil Engineer with deep experience in design and construction of highways, city streets, and utilities. Specializes in geometrics, striping/signing, PS&E, and reports. Excels at project management, agency coordination, and communication, including managing accelerated project schedules	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Jeff Williams, PE, QSD/P	Lead, Plan Check	PE, CA #90245, QSD/P #27263	10	San Jose	Skilled designer and civil engineering manager experienced in residential, commercial, and institutional projects. Expertise in grading, utility, and stormwater design (LID and traditional) from preliminary planning through construction documents. Key role in plan check review.	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Calandra Monasterio, PLA	Lead, Landscape Architecture	PLA, CA #6434	14	San Jose	As the Lead for Landscape Architecture, Calandra Monasterio will guide the design and project management for landscape components relevant to the City's on-call needs, such as park or trail improvements. She excels in coordinating with clients and agencies throughout the project lifecycle, from developing conceptual designs and construction documents to overseeing construction stages. Her collaborative approach and expertise in managing project scope and budgets ensure successful integration of landscape architecture elements into the City's infrastructure projects.	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Tyson Tano, PE	Civil Engineering Manager	PE #76654	20	San Jose	20 years in design and project management for diverse Northern California infrastructure projects. Background includes highways, managed lanes, interchanges, rail stations, and parking facilities. Focus on geometric design, complete streets, ADA compliance, and quality reviews for major transportation projects	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Jenny Zhong, PE	Civil Engineer	PE #78550	24	San Jose	Experienced in public/private projects with design expertise in streets, utilities, grading, intersection design, and ADA compliance. Also skilled in land surveying (topographic, R/W, ALTA). Contributed significantly to major interchange and transit projects	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Hilda Garcia, EIT	Design Specialist	EIT, #8478	10	San Jose	Civil engineer with experience supporting both land development and public works projects. Skilled in utility research/design, stormwater control plans (SWPPP, StormCAD, hydraulics), grading, and overall project plan development for transportation and infrastructure projects	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Ben Nguyen, PE	Civil, Utilities	PE, CA, #66498	25	San Jose	Ben Nguyen is a Senior Civil Engineer with over 25 years of experience in utility design and coordination. He will focus on utility aspects of the projects, including water, sewer, and storm drain systems.	<div><div></div><div></div><div></div><div></div><div></div></div>
Edith Martinez Flores	Civil Engineer	N/A	4	San Jose	Provides civil engineering support on diverse projects including highways and complete streets. Contributes through report preparation, utility mapping, drainage design, quantity take-offs, ADA grading, and erosion control design assistance	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>

Brock Buchstaber	Senior Engineering Technician	AS Drafting Technology	36	San Jose	Highly experienced CADD technician proficient in AutoCAD/MicroStation for public works/ transportation. Expertise in construction document drafting, detailing, CADD standards development, file management, and QA/QC. Extensive background supporting major highway, interchange, and light rail transit projects	●	●	●		●	●	●	●			
Edith Martinez Flores	Civil Engineer		4	San Jose	Provides civil engineering support on diverse projects including highways and complete streets. Contributes through report preparation, utility mapping, drainage design, quantity take-offs, ADA grading, and erosion control design assistance.	●	●	●	●		●		●	●		●
Anne Carney, PLA, ISA-Certified Arborist	Landscape Architect and Arborist	PLA, CA #5307; ISA Certified Arborist #WE-13628A	11	San Jose	As both a Landscape Architect and Arborist, Anne provides integrated expertise crucial for the City's diverse projects, developing schemes from schematic design through construction while ensuring compliance with City submittal requirements. She conducts essential arborist fieldwork, including tree health evaluations and preservation reports, alongside creating planting plans and illustrative designs suitable for public spaces and infrastructure projects. Anne's collaborative approach ensures she effectively integrates landscape and arboriculture needs throughout the design and construction process for various project types.	●	●	●				●	●		●	●



**B**

# SCOPE OF SERVICES



I-280 WOLFE ROAD INTERCHANGE, CUPERTINO, CA



## B SCOPE OF SERVICES

HMH understands the Scope of Services outlined in Exhibit A of the City of Alameda's Request for Proposals (RFP) for On-Call Civil Engineering Services. HMH is capable and ready to perform all seven listed tasks. HMH, as the City's civil engineering consultant, will leverage our experienced personnel, comprehensive technical resources, and established quality control procedures for consistently positive project outcomes.

Our approach for each task assigned under this on-call contract will follow the general process outlined in the RFP and the standard Service Provider Agreement. Upon receiving a request for services from the City, our designated Project Manager, Alyson Goulden, will coordinate with the City to define the specific scope, deliverables, schedule, and budget for the task, formalized through a mutually agreed-upon Work Order. We will then assign the appropriate team members, managed by our experienced leadership, to execute the work efficiently and accurately, adhering to the highest professional standard of care. The following scope outlines our management, quality assurance/quality control (QA/QC) measures, and deliverables for each scope item listed in the RFP.

### » General Task Order Process (all tasks)

1. **Task Order Request:** City requests services from HMH under the on-call agreement.
2. **Scope Definition:** HMH Project Manager (Alyson Goulden) communicates with the City contact (Scott Wikstrom or designated PM) to clarify the specific requirements, project limits, necessary precision, schedule, and desired deliverables for the task.
3. **Proposal/Work Order:** Alyson will prepare a detailed scope of work, staffing plan, schedule, and cost estimate (typically T&M with a Not-To-Exceed (NTC) amount) for the task. This is submitted to the City as a formal proposal.
4. **Authorization:** Upon review and agreement the City issues a formal Notice to Proceed (NTP) for the specific Task Order.
5. **Execution:** Our team will performs the work as outlined below (also see staff workplan), based on the provided scope items.
6. **Invoicing:** HMH submits monthly invoices detailing work completed, personnel hours/rates, and direct expenses with backup, per the agreement terms.

### » Scope of Services

#### 1.0 Provide staff and services on an on-call, as-needed basis.

- 1.1 HMH will provide qualified personnel to respond to the City's requests in a timely and efficient manner.



- 1.2 We will establish clear communication protocols and ensure availability to address urgent needs (See **Section D, page .**
- 1.3 Staffing will be tailored to the specific requirements of each task, ensuring appropriate expertise is applied (see Staff Workplan).



### Master Agreement for Civil Engineering, City of San Jose

HMH provided Civil Engineering services under and on-call Master Agreement with the City of San Jose. Projects range from large interstate improvements to small maintenance projects.

## 2.0 Provide civil design and/or construction management services for repair and replacement of City infrastructure. HMH will provide civil design services, including:

### 2.1 Site Investigations and Data Collection

**2.1.1 Initial Site Visit:** A preliminary visit to understand the project's context, identify potential constraints, and assess existing conditions.

**2.1.2 Record Review:** Gathering and reviewing existing documents, such as:

- City's General Plan and specific plans
- Utility maps and records
- Topographic surveys
- Environmental reports
- Previous project data

**2.1.3 Utility Location:**

- Contacting utility companies to identify potential conflicts
- \*Utility potholing (if necessary) to verify locations and depths

**2.1.4 Topographic Survey:**

- Performing field surveys to gather detailed information on existing

elevations, features, and boundaries

- This may involve conventional surveying methods or more advanced technologies like 3D laser scanning

**\*2.1.5 Geotechnical Investigation:**

- If the project involves significant grading or structures, geotechnical investigations may be required
- This could include soil borings, testing, and analysis to determine soil properties and groundwater conditions

**\*2.1.6 Environmental Assessment:**

- Assessing potential environmental impacts, which may involve wetland delineations, biological surveys, historical and cultural resources, noise and air quality studies.

### 2.1 Deliverables:

- Site investigation reports
- \*Utility maps and data
- Topographic survey data (digital terrain models, contour maps)
- \*Geotechnical reports
- \*Environmental assessment reports

### 2.2 Conceptual and Preliminary Design

**2.2.1 Conceptual Design:** Developing initial design concepts based on project goals and site constraints

- Exploring alternative design solutions
- Preparing preliminary sketches and drawings
- Identifying potential environmental impacts and mitigation measures
- Developing preliminary cost estimates

**2.2.2 Preliminary Design:** Refining the chosen concept into a more detailed design

- Developing preliminary plans and profiles
- Determining horizontal and vertical alignments

- Designing preliminary grading and drainage systems
- Identifying right-of-way needs and utility conflicts
- Preparing a preliminary cost estimate

**2.2 Deliverables:**

- Conceptual design report
- Alternative analysis report
- Preliminary design plans and profiles
- Preliminary cost estimate

**2.3 Preparation of Construction Documents (Plans, Specifications, and Cost Estimates)**

**2.3.1 Detailed Design:** Developing final design plans, including:

- Site layout and grading plans
- Utility plans
- Drainage and stormwater management plans
- Erosion control plans
- \*Traffic control plans
- Landscape plans
- \*Structural plans (if applicable)
- Preparing detailed specifications for materials and construction methods (various disciplines coordinated by HMM)
- Developing a final cost estimate

**2.3.2 Preparing bid documents** (invitation to bid, instructions to bidders, contract forms)

**2.3.3 Quality Control/Quality Assurance (QA/QC):** Review of all design documents for accuracy, completeness, and compliance with codes and standards

- Addressing and resolving any comments or issues

**2.3. Deliverables:**

- Final design plans
- Technical specifications
- Final cost estimate
- Bid documents

**2.4 Permitting and Regulatory Approvals**

**2.4.1 Permit Identification:** Identifying all

necessary permits and approvals from local, regional, state, and federal agencies

**2.4.2 Permit Applications:** Preparing and submitting permit applications, including all required documentation

**2.4.3 Agency Coordination:** Communicating and coordinating with permitting agencies

**2.4.5 Permit Negotiation:** Addressing agency comments and negotiating permit conditions

**2.4.6 Permit Tracking:** Monitoring the status of permit applications and ensuring timely approvals

**2.4 Deliverables:**

- List of required permits
- Completed permit applications
- Permit approvals

**2.5 Contract Administration**

**2.5.1 Pre-Construction Meeting:** Attending and participating in the pre-construction meeting

**2.5.2 Contract Interpretation:** Providing clarification and interpretation of contract documents

**2.5.3 Change Order Review:** Reviewing and evaluating contractor change order requests

**2.5.4 Payment Verification:** Reviewing and certifying contractor payment applications

**2.5.5 Progress Meetings:** Attending and participating in progress meetings

**2.5.6 Dispute Resolution:** Assisting with the resolution of any disputes between the City and the contractor

**2.5 Deliverables:**

- Contract interpretations
- Change order recommendations
- Payment application certifications
- Meeting minutes

**2.6 Construction Observation and Inspection**

**2.6.1 Regular Site Visits:** Performing regular site visits to observe construction

progress and ensure compliance with the contract documents

**2.6.2 Quality Control:** Monitoring construction activities to ensure quality of workmanship and materials

**2.6.3 Documentation:** Maintaining detailed records of construction activities, including daily reports and progress photos

**2.6.4 Problem Solving:** Identifying and resolving construction problems or conflicts

**2.6.5 Final Inspection:** Conducting a final inspection to verify that the project is complete and in compliance with the contract documents

**2.6 Deliverables:**

- Construction observation reports
- Punch lists
- Certificate of substantial completion

**\*2.7 Materials Testing and Quality Control**

**\*\*2.8 Project Closeout (in conjunction with the City)**

**2.8.1 Final Completion Verification:** Verifying that all work is complete and in compliance with the contract documents

**2.8.2 Punch List Completion:** Ensuring that all punch list items are completed

**2.8.3 Record Drawing Review:** Reviewing and approving record drawings submitted by the contractor

**2.8.4 Project Documentation:** Compiling all project documents and records

**2.8 Deliverables:**

- Final completion report
- Approved record drawings
- Project closeout documentation Site investigations and data collection

**3. Provide in-house for civil, construction support, landscape architecture, and peer review; approved local subconsultant**

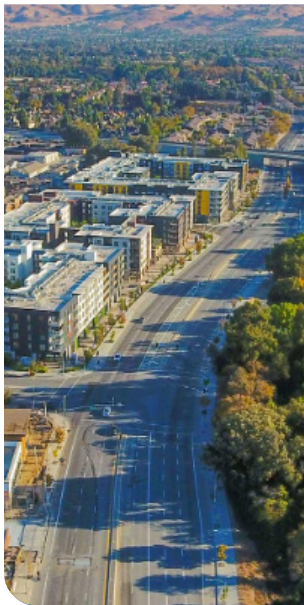
**personnel for mechanical and electrical; additional in-house services including surveying, stormwater, arboriculture, land use and entitlement, and land development (upon authorization):**

- 3.1 Task Order Review:** Upon receiving a task order from the City of Alameda, HMH will carefully review the scope of work, required deliverables, and project timeline.
- 3.2 Personnel Assessment:** HMH's management team (Megan Cronan, PE, Alyson Goulden, etc.) will assess the necessary personnel with the appropriate expertise and availability to complete the task order (See Staff Workplan).
- 3.3 In-House Staff Assignment:** For services within HMH's core competencies (civil engineering, construction management, landscape architecture, peer review, surveying, stormwater, arboriculture, land use and entitlement, and land development), in-house staff will be assigned.
- 3.4 Subconsultant Coordination (Mechanical/ Electrical, Others as needed):** For mechanical and electrical engineering services, HMH will coordinate with the City approved subconsultant, preferably local. This includes:
  - Communicating the project scope and requirements
  - Establishing clear lines of communication and reporting
  - Providing necessary project information and data
  - Reviewing subconsultant deliverables for quality and compliance
- 3.5 Work Plan Development:** A detailed work plan will be created, outlining:
  - Tasks and responsibilities for each team member
  - Project schedule and milestones
  - Communication and coordination procedures
  - Budget allocation for each task
- 3.6 Team Communication and Kick-off:** Project kick-off meeting will be held to ensure all

team members understand their roles, responsibilities, and project objectives. Regular communication channels will be established (e.g., meetings, emails, project management software).

### 3.0 Deliverables:

- Staffing plan for each task order
- Subconsultant agreements (if applicable)
- Project-specific work plan
- Communication protocols



### Market Park, San Jose

A multistaged transit-oriented development with 3,600 housing units, including supportive housing for Veterans, 1.5 million square feet of office space, 101,000 square feet of retail space, two public parks, regional trail connections, greenways, and improved roads—all clustered near a new Bay Area Rapid Transit train stop. HMM provided our entire suite of services to bring this project to fruition, working with multiple developers over its lifecycle.

## 4. Provide the full range of engineering services including preliminary studies, public outreach (potential for subconsultant depending on the scope), drawings, specifications, estimates and other professional services:

Below is our scope and list of deliverables typically involved in each of these phases of an engineering or construction project. These phases often overlap and are iterative, especially cost estimating and scheduling which occur throughout.

### 4.1 Preliminary Studies and Feasibility

**Analyses:** Determine if the project is viable from technical, economic, regulatory, and logistical perspectives before committing significant resources to detailed design. Through this process we answer the basic question: "Should our client do this project, and if so, how?"

### 4.1.1 Define Project Need and Objectives:

Clearly articulate the problem the project aims to solve or the opportunity it seeks to leverage. Define success criteria.

### 4.1.2 Identify Potential Solutions/

**Alternatives:** Brainstorm different approaches, locations, or concepts to meet the objectives.

### 4.1.3 Data Collection:

Gather existing information like site maps, previous studies, zoning regulations, utility records, environmental data, traffic counts, population data, etc.

### 4.1.4 Initial Site Assessment:

Conduct site visits to understand existing conditions, constraints (access, topography, visible utilities, adjacent properties), and opportunities.

### 4.1.5 High-Level Technical Evaluation:

Perform preliminary analyses for key technical aspects (e.g., rough grading, basic structural concepts, utility capacity checks, major environmental red flags).

### 4.1.6 Regulatory Review:

Identify major permits, approvals, and regulatory hurdles (zoning, environmental, historical preservation, etc.).

### 4.1.7 Order-of-Magnitude Cost Estimating:

Develop very rough cost estimates for each viable alternative based on historical data or unit costs.

### 4.1.8 Preliminary Risk Assessment:

Identify major potential risks (technical, financial, schedule, environmental, political).

### 4.1.9 Economic Analysis (if applicable):

Conduct basic benefit-cost analysis, return on investment (ROI), or life-cycle cost analysis.

### 4.1.10 Compare Alternatives:

Evaluate the identified options against the project objectives, costs, risks, and constraints.



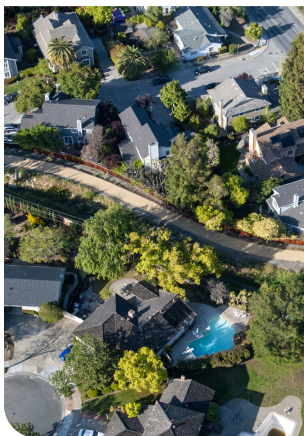
**4.1.11 Recommendation:** Conclude whether the project is feasible and recommend a preferred alternative (or recommend stopping the project).

#### 4.1 Deliverables:

- Feasibility Study Report: A comprehensive document summarizing the findings, including:
- Project Need and Objectives
- Description of Alternatives Considered
- Summary of Data Collected
- Site Assessment Findings
- Preliminary Technical Analysis Results
- Regulatory Overview
- Order-of-Magnitude Cost Estimates
- Preliminary Risk Assessment
- Comparison of Alternatives
- Conclusions and Recommendations
- Conceptual Sketches or Site Plans
- Meeting Minutes: Records of discussions with stakeholders or internal teams during the study.

#### \*4.2. Environmental Impact Assessments (EIAs):

After screening, if it is determined an EIA is required, HMH will coordinate with the City for recommendations of an approved subconsultant, preferably local.



#### Regnart Creek Trail, City of Cupertino

The Regnart Creek Trail is an award winning project completed in 2023. HMH was the lead, managing PS&E, subconsultants, and public input.

#### \*4.3 Public Outreach and Stakeholder

**Engagement:** HMH will provide community outreach, including attending meetings and speaking engagements, exhibits and graphics, and other supportive project materials. For studies and demographics, HMH will coordinate with the City for recommendations

of an approved subconsultant, preferably local.

**4.3.1 HMH will facilitate informing affected and interested parties** about the project, gather their input and concerns, build relationships, and incorporate feedback into the project planning and design process to improve outcomes and build support. For identification, analysis, input gathering, feedback analysis, etc. we will work with a professional subconsultant(s) (e.g., Circle Point).

#### 4.4 Preparation of Technical Drawings and

**Specifications:** Create a complete set of documents that describes precisely what is to be built, how it should be built, materials to be used, and the quality standards to be met.

**4.4.1 Schematic Design:** Conceptual plans, basic layouts, scale, and relationships between components. Explore preliminary system options.

**4.4.2 Design Development:** Refine design based on the approved schematic concept. Select major building systems (structural, mechanical, electrical), materials, and finishes. Perform detailed engineering calculations. Coordinate work between different engineering disciplines. Outline specifications.

**4.4.3 Construction Documents:** Produce the final, detailed drawings (plans, elevations, sections, details) and technical specifications necessary for bidding and construction.

**4.4.4 Quality Assurance/Quality Control (QA/QC):** Conduct internal and potentially external reviews of the drawings and specifications for accuracy, completeness, clarity, coordination, and compliance.

**4.4.5 Bidding/Negotiation Phase Support:** Respond to questions (RFIs) from bidders, issue addenda if necessary to clarify or modify documents.

**4.4.6 Construction Phase Support:** Review shop drawings and submittals, respond to contractor RFIs, issue clarifications or design changes if needed.

#### 4.4 Deliverables:

- Schematic Design Drawings and Report
- Design Development Drawings and Outline Specifications
- Construction Drawings (Final Bid/Construction Set): \*Architectural, \*Structural, Civil, \*Mechanical, Electrical, \*Plumbing, Landscaping, etc.
- Specifications using CSI MasterFormat, detailing materials, equipment, workmanship, installation procedures, testing requirements.
- Engineering Calculations Package
- Responses to QA/QC Reviews
- Bid Addenda (if issued)
- Responses to RFIs (during bidding and construction)

#### 4.5 Cost Estimating and Project Scheduling:

To forecast the financial resources and time required to complete the project, refined throughout the project lifecycle.

##### 4.5.1 Order-of-Magnitude Estimate

**(Feasibility):** Very rough, based on project type and size. Accuracy typically +/- 30-50%.

**4.5.2 Schematic Design Estimate:** Based on conceptual plans, major elements, and area/volume metrics. Accuracy typically +/- 20-30%.

##### 4.5.3 Design Development Estimate:

Based on more defined systems and quantities. Accuracy typically +/- 15-20%.

##### 4.5.4 Construction Document Estimate

**(Engineer's Estimate):** Detailed estimate based on quantity take-offs from final drawings/specs and current unit prices. Used to evaluate bids. Accuracy typically +/- 10-15%.

**4.5.5 Contingency:** Add allowances for unforeseen conditions, design evolution, and risks, typically

decreasing as the design progresses.

**4.5.6 Cost Management:** Tracks actual costs against the budget during construction.

**4.5.7 Preliminary Schedule (Planning/Feasibility):** High-level milestones (e.g., design start/finish, construction start/finish).

**4.5.8 Master Schedule (Design):** Outlines major project phases and durations (design, permitting, bidding, construction, closeout).

**4.5.9 Detailed Design Schedule:** Tracks specific design tasks, deliverables, and review periods.

##### 4.5.10 Detailed Construction Schedule:

Provided by the Contractor

##### 4.5.11 Schedule Updates & Monitoring:

Regularly track progress against the baseline schedule, identify delays, analyze impacts, and develop recovery plans if needed.

#### 4.5 Deliverables:

- Cost Estimates (at various design milestones)
- Basis of Estimate (documenting assumptions and methods)
- Cash Flow Projections
- Master Project Schedule
- Detailed Design Schedule
- Baseline Construction Schedule (for review/approval by the City)
- Schedule Updates and Progress Reports
- Critical Path Analysis Reports



#### IO-280 Wolfe Creek Road Interchange Improvements

HMH is the lead for the interchange improvements at I-280 Wolfe Road providing our entire spectrum of services. This project had a long value engineering phase but is set for construction in 2025.



#### 4.6 Value Engineering (VE) and Constructability

**Reviews:** Optimize project value by analyzing functions and costs to identify ways to reduce life-cycle costs or improve performance without sacrificing essential functions, quality, or safety.

**4.6.1 Value Engineering:** If required will be provided by a third party subconsultant or firm hired by the City.

**4.6.2 Constructability Review:** submitted at design milestones:

- Document Review
- Identify Issues and Suggestions
- Review Meeting
- Resolution and Integration

##### 4.6 Deliverables:

- Value Engineering Report
- Constructability Review Report
- Responses to Comments
- Revised Design Documents

**4.7 Surveying and Mapping Services** (upon authorization) HMH has in-house land surveying to support planning, design, and construction activities.

**4.7.1 Scope & Requirements:** Determine the type of survey needed (e.g., boundary, topographic, ALTA, utility, construction layout, as-built), required accuracy, coordinate system, and coverage area.

**4.7.2 Research:** Gather existing records such as deeds, plats, easements, utility maps, and previous survey data.

**4.7.3 Establish Control:** Set up a network of accurate horizontal and vertical control points (benchmarks) to known datums—the basis for all measurements.

**4.7.3 Field Data Collection:** Use surveying instruments (GPS, total stations, levels, scanners, drones) to measure locations and elevations of ground points, physical features (buildings, roads, utilities, vegetation, water bodies), and property corners/lines. This includes topographic surveys, boundary lines,

and utility locating.

#### 4.7.4 Construction Layout (Staking):

Transfer design points from plans to the ground, marking locations for construction elements (e.g., building corners, road centerlines, pipe alignments, grades).

**4.7.1 Other Surveying Services include:** Data Processing and Calculations , Map and Plat Preparation

##### 4.7 Deliverables:

- Survey Control Report/Diagram
- Topographic Survey Map (showing contours, elevations, features)
- Boundary Survey Plat (sealed by a licensed surveyor)
- Legal Descriptions
- ALTA/NSPS Land Title Survey (if required)
- Utility Location Map
- Construction Stakeout Data/Reports (cut sheets)
- As-Built Survey Drawings/Data
- Digital Data Files (e.g., CAD drawings, GIS data, point clouds, survey point files)
- Surveyor's Report (summarizing methods, findings, and certifications)

### 5.0 Review and develop standard plans and specifications.

**5.1 Review the City's existing standard plans and specifications:** To provide recommendations for updates or revisions to ensure they are current, accurate, and consistent with industry best practices.



#### Gateway at Millbrae

HMH provided our entire suite of services for a multimodal transportation mixed use residential development. The project connects the community to driving alternatives, shopping, and recreation., Plats and legal descriptions, and construction support.

### 6.0 Respond to plan check comments for building permits.

HMH will resolve issues identified by the permitting authority (e.g., the City) during their review of submitted construction documents (plans and specifications) to demonstrate compliance with applicable building codes, zoning ordinances, and other regulations, ultimately securing the building permit. Typically, HMH will use **Bluebeam**, but are flexible and capable of conform to the City's preferred application.

**6.1 Receive and Log Comments:** First we will obtain the official plan check comment letter or report from the permitting authority (the City). Log each comment, noting the reviewer, discipline (e.g., structural, electrical, plumbing, planning, fire), cited code section or issue, and the plan sheet/spec section referenced.

**6.1.2 Review and Analyze Comments:** We carefully review assigned comments to fully understand the issue being raised and the required correction or clarification.

**6.1.3 Develop Draft Responses:** Formulate a draft response for each comment.

**6.1.4 Compliance Explanation:** Provide clarification or referencing existing notes/details on the plans that show compliance.

**6.1.5 Revise Drawings and Specifications:** Make the necessary modifications to the CAD drawings and specification documents based on the agreed-upon responses.

## **6.2 Compile Formal Response Package:**

HMH will prepare a memorandum listing the original comments, followed by the corresponding response, referencing where changes were made on the revised plans specification sections.

**6.2.1 Quality Control Review:** Internal QA/QC will conduct a final review for accuracy, completeness, and clarity to ensure all responses directly address the comments and the revisions are accurately reflected.

**6.2.1 Submit Response Package:** Submit the complete response package.

## **6.0 Deliverables:**

- Revised Construction Drawings
- Revised Specifications
- Supporting Documentation: Additional calculations required to substantiate responses.
- Formal Memorandum
- Resubmittal Package

**7.0 During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFIs; draft change orders; and review pay estimates.**

## » **Quality Assurance/Quality Control**

HMH is committed to delivering high-quality, accurate, and compliant engineering services for every task order issued under the City of Alameda's On-Call Civil Engineering Services contract. Our rigorous Quality Assurance/Quality Control (QA/QC) process is integral to our project delivery methodology and aligns with the professional standard of care expected by the City. Overseeing this critical function is Anthony Silva, PE, serving as our dedicated QA/QC Advisor for this contract. Anthony's extensive background in designing and managing complex Bay Area highway and roadway projects through all phases—from planning and environmental assessments to final design and construction support—provides him with the comprehensive technical understanding required for thorough quality oversight.

Our QA/QC process is proactively integrated throughout the project lifecycle, ensuring quality is built-in rather than simply checked at the end. Anthony Silva will guide independent technical reviews at key milestones for deliverables associated with the RFP's Scope of Services, such as preliminary studies, technical drawings, specifications, cost estimates, plan check responses, and construction submittal reviews. Leveraging his technical proficiency and experience with diverse project types (like those listed in Exhibit A of the RFP), Anthony ensures that engineering solutions are not only creative but also sound, constructible, and compliant with all applicable standards and City requirements. His strong communication skills facilitate clear feedback to the project team, fostering a culture of quality and ensuring that all deliverables provided to the City of Alameda meet the highest standards of professional practice.



# ORGANIZATION QUALIFICATIONS



COYOTE CREEK TRAIL, MORGAN HILL



## C ORGANIZATION QUALIFICATIONS

### » Understanding of City Needs

HMH understands the City of Alameda's unique position as an established island community focused on maintaining and reconstructing existing infrastructure while also managing a significant development opportunity at Alameda Point and along the northern waterfront. We recognize the City requires comprehensive on-call civil engineering support for its diverse Capital Improvement Program (CIP) – encompassing streets, parks, sewer, storm drainage, and shoreline projects – and for the peer review of private land development permits.

HMH's extensive experience directly aligns with these dual needs; we have a proven track record supporting public works departments with civil engineering for infrastructure rehabilitation and capital projects, alongside our peer review experience to facilitate permitting (often of) large-scale, complex private mixed-use and transit-oriented developments similar in scope for Alameda Point, such as Market Park in San Jose and Gateway at Millbrae Station. Furthermore, our experience providing on-call development review support for municipalities like the City of Oakley demonstrates our capability to efficiently assist Alameda staff with private project submittal reviews and processing.

As a fully integrated firm, HMH operates with distinct, yet collaborative, departments providing comprehensive project support. Our project approach emphasizes proactive communication, budget adherence, and schedule control across all disciplines.

### » HMH Organizational Structure and Collaboration

HMH operates as a cohesive, multi-disciplinary firm encompassing dedicated departments for Civil Engineering, Land Surveying, Landscape Architecture, Land Planning, Land Use and Entitlement, Stormwater Compliance, and Arboriculture, primarily based in our San Jose headquarters.

Our structure allows for seamless collaboration across disciplines. We foster a company-wide "open door" policy, encouraging direct communication and knowledge sharing between all staff levels, departments, technical advisors, and principals.

**FOR THE CITY CIVIL ENGINEERING NEEDS, OUR TEAM, LED BY ALYSON GOULDEN, IS ABLE TO READILY CONSULT WITH IN-HOUSE EXPERTS IN CIVIL DESIGN, LAND USE AND PLANNING, LANDSCAPE ARCHITECTURE, ARBORICULTURE, LAND SURVEYING, OR STORMWATER, SHOULD A SPECIFIC TASK ORDER BENEFIT FROM BROADER TECHNICAL INPUT, ENSURING COMPREHENSIVE AND WELL-INTEGRATED SOLUTIONS.**

The various services provided by HMH are described below:

#### **Project Management**

HMH employs a comprehensive project management approach encompassing meticulous planning, efficient time and

resource allocation, budget and schedule control, consistent communication and collaboration, diligent project monitoring, and rigorous quality control to ensure successful outcomes.

### Civil Engineering

Our Civil Engineering department combines technical excellence with proactive project management to deliver comprehensive designs for public works and private projects, emphasizing high-quality performance through rigorous quality assurance programs and producing safe, practical, and innovative solutions.

### Land Surveying

Land Surveying is a core and integral service at HMM. Our experienced division, including licensed professionals and multiple field crews equipped with state-of-the-art technology, provides a full spectrum of surveying services from initial topographic and boundary surveys through final mapping and construction staking.

### Land Development

Our Land Development group oversees the design and development of large-scale projects, including master-planned residential communities, retail centers, and industrial/institutional facilities, with particular expertise in navigating the complexities of high-density and urban infill developments.

### Land Use Entitlements and Planning

HMM's Land Use Entitlements and Planning team guides projects from initial site planning through the complex permit approval process, proactively collaborating with clients and agencies to address site constraints and regulatory requirements, developing clear road maps for project success.

### Landscape Architecture and Design

Our Landscape Architecture division is committed to creating unique, cohesive, and innovative design solutions through collaborative project development, resulting in engaging public and private spaces for people to live, work, play, and relax.

### Arboriculture

HMM provides comprehensive arboriculture services performed by ISA-Certified Arborists, including tree health reports, inventories, mitigation and protection plans during construction, and assistance navigating local agency tree preservation ordinances and permitting requirements.

### Stormwater Compliance

Our dedicated Stormwater Compliance group integrates the expertise of in-house civil engineers, planners, landscape architects, and certified QSD/PS to develop effective solutions that meet increasingly stringent NPDES permit requirements and local agency standards.

## » Relevant Background Experience and Capabilities

Our capabilities directly address the Scope of Services outlined in the RFP. HMM possesses extensive experience in Civil Engineering Design and Public Works, combining technical excellence with proactive project management. This includes preliminary studies, preparation of plans, specifications, and estimates (PS&E), and construction support for a wide array of infrastructure projects like street resurfacing and reconstruction, pavement design, PCC curb/gutter/ramps, sewer and storm drain systems (pipes and pump stations), shoreline repairs, site grading, retaining walls, and utility replacement and coordination.

Our team, featuring experienced leads like Linda Grevera, PE, and managers like Tyson Tano, PE, is proficient in transportation facility design (local roads, highways, interchanges, complete streets, bike/pedestrian facilities) and subsurface utility design (storm drain, sanitary sewer, water systems), including research, mapping, analysis, relocation, and new facility design.

HMM excels in Stormwater Compliance and Management, with certified QSD/P staff like Jeff Williams, PE, QSD/P, leading efforts in erosion control compliance, SWPPP preparation, and the design of effective Low Impact Development (LID) and traditional treatment measures. Our Landscape Architecture group, led by Calandra Monasterio, PLA, integrates aesthetic and functional site design, planting plans, and arborist services (provided by staff like Anne, LA/Arborist) crucial for park improvements, trails, and streetscapes. We also offer robust Construction Phase Services, managed by Alyson Goulden and supported by technical experts like Jon Cacciotti, PE, QSD, including submittal reviews, RFI responses, change order preparation, and pay estimate review. Furthermore, our significant experience in Land Development, guided by Zeferino Jimenez, PE, provides valuable expertise for potential peer review tasks, leveraging our knowledge of entitlement processes and site design optimization.

## Examples of Similar Work Accomplished

HMH's deep history in the Bay Area includes successful involvement in major public projects such as light rail transit extensions, numerous highway and interchange improvements, local roadway and utility upgrades, and significant park and trail developments. This extensive public sector work, combined with broad private development experience.

CIVIL ENGINEERING EXPERIENCE AND SCOPE OF SERVICES																			
Project Name / Client	1. On-Call Staff & Services	2. Civil/CM for R&R	3. Civil, MEC, & Landscape	4. PS&E, CADD, other...	5. Plans and Specs	6. Plan Check (Permitting)	7. Construction Support	1. Streets & Pavement	2. PCC Curb, Gutter, Ramps	3. Sewer & SD In/Above Grnd	4. Sewer & SD Pipe Replacement	5. Shoreline Upgrades/Repair	6. Lagoon Pumps & Weirs	7. Parks & Rec, inc Lighting	8. Grading, Walls, Utilities	9. Traffic Signatl & Lighting	Landscape	MEC	Subconsultant Management
	SCOPE OF SERVICES							TYPICAL PROJECT TYPE								PM			
On-Call Engeneering & PM Services (City of Livermore)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
On-Call Development Review Support (City of Oakley)	●	●	●			●	●	●	●	●	●		●	●	●	●	●		●
Market Park (all departments) (San Jose Flea Market)		●	●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●
Gateway at Millbrae		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
On-Call Civil Engineering (SCVTA)	●	●	●	●	●		●	●	●	●	●		●	●	●	●	●		●
On-Call Engineering & Survey (City of Cupertino)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		●
On-Call Civil Engineering (City of San Jose)	●	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●
BART Extension, Ph I / II (VTA/JV)		●	●	●	●			●	●	●	●				●	●	●		
US 101/Blossom Hill Interchange (City of San Jose)	●	●	●	●	●		●	●	●	●	●				●	●	●	●	●
I-280/Wolfe Road Interchange (VTA/Cupertino)	●	●	●	●	●	●	●	●	●	●	●	●	●		●	●	●	●	●
US 101/De La Cruz/Trimble Interchange (VTA)	●	●		●	●			●	●	●					●	●	●	●	●
Vasco Road Widening and Complete Street (City of Livermore)	●	●	●	●	●			●	●	●	●				●	●	●	●	●
*Bridge Preventative Mainentance Program, City of South San Francisco	●	●	●	●	●			●	●		●		●		●	●		●	
Montague Expressway Widening (Santa Clara County)	●	●		●				●	●	●	●				●	●	●	●	●
Coyote Creek Trail Project (City of San Jose)	●	●	●	●	●		●	●		●	●	●	●	●	●	●	●	●	●
*Y Road/San Benito River Bridge (San Benito County)	●	●		●			●	●				●	●				●	●	



HMH Engineers possesses extensive and directly relevant civil engineering experience across a wide spectrum of project types critical to the City of Alameda's infrastructure needs. Our capabilities encompass the full project lifecycle, from planning and entitlement through final design and construction support, ensuring comprehensive service delivery for your on-call requirements.

### Transportation (Roadways, Highways, Light-Rail, Interchanges)

HMH has a proven track record on significant Bay Area projects. Our experience includes:

- **Vasco Road Widening (City of Livermore):** Provided comprehensive civil, surveying, and landscape architecture services for roadway widening and safety improvements.
- **BART Silicon Valley Extension (Phases I & II):** Played a critical role providing topographic surveys, as-built checking, utility coordination/survey, right-of-way engineering, and control surveys for this major design-build transit project.
- **I-280/Wolfe Road Interchange (VTA/Cupertino):** Managed boundary/control, Caltrans aerial mapping coordination, GPS reports, R/W maps, plats/legals, and construction staking support.
- **US 101/Blossom Hill Interchange (City of San Jose):** Provided topographic survey, R/W mapping, utility mapping, GPS calibration, and leveling for an award-winning interchange reconfiguration with significant bike/pedestrian components.
- **US 101/De La Cruz/Trimble Interchange (VTA):** Provided boundary/control surveys, Caltrans mapping coordination, GPS reports, R/W maps, plats/legals, and staking support.
- **Capitol Expressway Light Rail (VTA):** Provided topographic surveys, R/W engineering (plats/legals), utility potholing surveys, project control, and Record of Survey.

### Bicycle/Pedestrian

HMH is also highly experienced in designing Bicycle/Pedestrian Facilities that enhance community connectivity and safety. Relevant projects include:

- **Regnart Creek Trail (City of Cupertino):** Provided our full spectrum of services including land-use entitlement, civil engineering, landscape architecture, arboriculture, stormwater compliance, land surveying, management of subconsultants, and overall project management for this award-winning multi-use trail project.

- **Arroyo Road Trail (City of Livermore):** Again, providing our full spectrum of services for a multi-use trail project.
- **Coyote Creek Trail Extension (City of San Jose):** Provided topographic surveys and aerial mapping for a trail extension adjacent to the Market Park development.
- **McClellan Road Separated Bikeways (City of Cupertino):** Provided topographic survey for an award-winning project creating separated bike lanes.

### Large-scale Multi-Use and Transit-Oriented Developments (TOD)

HMH's extensive civil engineering work on major projects, involving significant site development, infrastructure design, mapping, and construction support, provides relevant expertise for complex urban projects, including affordable housing components. Examples include:

- **Gateway at Millbrae Station:** Provided topographic surveying for a large mixed-use TOD including office, retail, hotel, and housing; the scale and transit connection offer relevant experience for potential Alameda Point development.
- **Market Park (San Jose):** Providing ongoing topographic surveys, mapping, and construction staking for a 120-acre phased TOD near a BART station, including up to 2,800 residential units, office, retail, parks, and significant infrastructure; this project's complexity, phasing, and mix of uses are highly relevant to potential Alameda Point development.
- **Other Large Developments:** Communications Hill, Tuscany Hills, Tamien Station, Santa Clara Agrihood, Presidio El Camino, and Stevens Creek Promenade.

### On-Call Services

Crucially, HMH has a strong record of providing reliable On-Call Services to numerous public agencies throughout the Bay Area, demonstrating our ability to manage fluctuating workloads, respond quickly, maintain strong client relationships, and deliver diverse services including project management, civil design, peer review, landscape architecture, and subconsultant management under an on-call contract structure. Relevant examples include:

- City of Livermore: On-Call Engineering and Project Management Services
- City of Oakley: On-Call Development Review and Surveying Services
- City of South San Francisco: On-Call Civil, Surveying, Utilities, Landscape Architecture, and Project Management; and as a subconsultant, \*Bridge

- Preventative Maintenance Program
- Valley Transportation Authority (VTA): On-Call Civil Engineering Services
- City of Cupertino: On-Call Engineering & Survey Services; and as a subconsultant the \*Bridge Preventative Maintenance Program
- City of San Jose: Master Agreement for On-Call Civil Engineering Services
- City of Los Altos: On-Call Engineering

This extensive background and direct experience with projects and contract types similar to the City's needs position HMH as exceptionally qualified to deliver high-quality, responsive on-call civil engineering services.

### Best Practices and Equipment



**PROACTIVE COMMUNICATION**

Early and consistent communication with contractors is crucial to prevent and mitigate potential issues.



**SAFETY**

Prioritizing safety at all times is essential for the protection of workers and successful completion of the project.



**CLEAR INSTRUCTION**

To minimize errors, provide clear and concise instructions, including detailed plans, specifications, and stakeout sheets.



**REGULAR TRAINING**

Our civil engineers and engineers-in-training are encouraged to join ASCE, CIF, and other organizations to keep them informed.

### » Understanding of Project Requirements

Clear communication, coordination, and shared understanding of project goals are essential for project success. Central to our project success; we emphasize proactive coordination with clients, contractors, and internal team which brings about:

- **Improved collaboration.** Our collaboration methods prevent misinterpretations. To ensure our teams are on the same page, HMH project manager, Alyson, delivers an outline regarding project expectations, timelines, and deliverables.
- **Early problem identification.** To maximize effectiveness and efficiency, before going into the field, HMH project manager, Alyson will ensure that all team members understand the project goals and one another's role.
- **Enhanced decision-making.** Our company-wide open door policy allows HMH to timely identify and resolve issues before they escalate.
- **Increased accountability.** With a shared understanding of the project, the HMH team makes informed decisions aligned with the overall goals.

### » Accessibility and Communication Plan

HMH is strategically located at 1570 Oakland Road, San Jose, CA, providing excellent accessibility to the City of Alameda via major freeway corridors like I-880. During typical weekday business hours (8 am - 4 pm), the drive time to Alameda City Hall West is generally around 50-60 minutes, allowing for timely attendance at meetings and efficient project coordination. Furthermore, HMH maintains multiple fully-equipped field crews and robust resource planning, enabling us to mobilize and be on-site for field survey tasks, often within 48 hours of receiving authorization from the City.

Clear, consistent, and responsive communication is fundamental to HMH's project management approach. We are committed to providing regular status updates tailored to the City's preferences and the needs of each Task Order. HMH utilizes a full suite of communication methods and will adapt to the City's preferred channels, including:

- **In-Person Meetings:** Our office proximity facilitates convenient face-to-face meetings at City offices or project sites as needed. From headquarters in San Jose, it takes roughly under one hour to reach the heart of the City of Alameda, including the Public Works location.
- **Video Conferencing:** We are proficient with standard platforms (Microsoft Teams, Zoom, etc.) and will readily use the City's preferred system for virtual meetings.
- **Telephone/Cell Phone:** Direct lines and cell phones for



key personnel ensure immediate accessibility.

- **Email:** Used for formal communication, documentation, and deliverable transmission.
- **Text Messaging:** Available for quick updates or confirmations, if desired by the City's project manager.

HMH believes in proactive communication to anticipate needs and resolve potential issues swiftly, ensuring a smooth and collaborative working relationship with the City of Alameda.



## » HMH Difference

HMH will save the City money and time, provide efficient design and reliable results. Furthermore, we hold ourselves to the highest ethical and professional standards.

- **HMH will save you money and time.** Due to our experience working with municipalities on civil engineering projects, HMH is aware of, and avoids costs associated with the size, complexity, and location of City projects.
- **We have methods to fast-track permits** and approvals by proactively coordinating with third parties and authorities.
- **HMH results are accurate and reliable.** Land surveying has the potential to be affected by human error, faulty equipment, the environment, and outdated computer applications. Our quality control procedures account for these issues by implementing redundancy, equipment calibration, data verification, and cross referencing.
- **HMH is ethical and professional.** HMH has a stellar reputation for professionalism and ethics, including confidentiality, liability, responsibility, and integrity.

# **D** **REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK**

COMMUNICATIONS HILL, SAN JOSE



# On-Call Engineering Services

## CITY OF LIVERMORE

LIVERMORE, CA

HMH has been working with the City of Livermore since 2021 on a variety of projects ranging from feasibility studies to 100% PS&E design. The following list of projects includes a summary survey services provided by HMH under the contract.

### Montage Trail Connection

Connects the City’s existing Montage Trail to Collier Canyon Road and includes improvements that enhance safety for pedestrians and bicyclists. :

### Arroyo Road Trail

Design to completion of a multi-use paved trail to close gaps between existing City trails and the Arroyo Del Valle Regional Trail.

### Portola Avenue Slide Repair

HMH managed subconsultants and provided field and record reviews and an aerial drone survey (due to hazardous conditions) for an emergency damage assessment and repair of a slope failure in 2023.

### Vasco Road Widening

Widens the northbound side of Vasco Road to accommodate one additional lane of traffic as well as a separated bike lane and new stormwater treatment.

### K Street Pavement Restoration

Services to 35% design included record ROW, field evaluation, topographic survey, and utility mapping.

### Owner and Contact

CITY OF LIVERMORE  
Mallika Ramachandran  
Assistant City Engineer  
1052 S. Livermore Avenue  
Livermore, CA 94550  
925.960.4511  
mramachandran@livermoreca.gov

### Contract Amounts

\$2.79 M (Ongoing) for all of our services.

### Start & End Dates

March 2021 - March 2027

### Survey Staff

- Jon Cacciotti, Principal-in-Charge
- Tracy Giorgetti, PE, LS,
- Land Surveying Manager
- Shane Steed, Field Surveying Manager
- Ryan Fong, PE, Senior Civil Engineer
- Daniel Kimoto, PE, Engineer

### Status

Ongoing. Currently on time and within budget.





# Bridge Preventative Maintenance Program

CITY OF SOUTH SAN FRANCISCO

SOUTH SAN FRANCISCO, CA

This project involves repairing nine bridges within a bay side community subject to similar marine conditions and seismic considerations as Alameda. HMH is providing civil and surveying to Biggs Cardosa, and the scope addresses critical infrastructure elements common in such environments, including structural concrete repairs, barrier and railing work, girder and deck rehabilitation, and notably, providing cathodic protection to pile extensions, essential for structures exposed to marine influences.

In this context, HMH provides vital civil engineering and surveying support crucial for infrastructure projects in seismically active coastal areas. Our responsibilities include developing traffic control plans and lane closure strategies essential for working on active bridges, providing pavement specifications, and conducting water quality assessments critical for projects near waterways, culminating in a Water Quality Assessment Report.

Furthermore, our surveying expertise ensures meticulous utility coordination, right-of-way mapping, preparation of plats and legal descriptions, and the

creation of record database sheets detailing boundaries and easements, all essential components for managing complex public infrastructure work and preparing comprehensive PS&E documents.

This project, currently proceeding on schedule and under budget for the design phase, showcases our capability to effectively contribute to the maintenance and repair of critical infrastructure within challenging marine and seismically sensitive environments like Alameda's.

## Owner and Contact

Robert Hahn, PE, CIP Manager  
City of South San Francisco  
Public Works Department  
315 Maple Avenue  
South San Francisco, CA 94080  
650.829.6652

## Construction Cost

N/A

## Contract Amount

\$35,637 (to date, ongoing)

## Dates

April 2021 - Ongoing

## Staff

- Jon Cacciotti, PE, Principal
- Linda Grevera, PE, Senior Civil Traffic Engineer
- Megan Cronan, PE, QSD/P, CPSWQ, Senior Water Quality Engineer
- Tracy Giorgetti, LS, PE Senior Civil Land Surveyor

## Status

- To date on-time and budget, ongoing.





# US 101/De La Cruz Boulevard/Trimble Road Interchange Improvement

VALLEY TRANSPORTATION AUTHORITY (VTA)

SANTA CLARA COUNTY

HMH demonstrated multidisciplinary expertise on the US 101/De La Cruz Boulevard/Trimble Road Interchange Improvement project by leading the Project Initiation Document (PID), Project Approval & Environmental Document (PA&ED), and Plans, Specifications, and Estimates (PS&E) phases. The interchange improvements involved a complex reconfiguration. HMH addressed challenges such as:

- Replacing the existing overcrossing
- Improving traffic operations and turning movements
- Enhancing multimodal accommodation by installing a grade-separated Class I bicycle and pedestrian path

The project also required managing right-of-way acquisition and coordinating with various stakeholders,

including Caltrans, Valley Transportation Authority (VTA), the City of San Jose, the City of Santa Clara, County of Santa Clara, and San Jose International Airport.

HMH’s services included civil engineering, surveying, right-of-way mapping, and landscape design, and comprehensive approach to the project’s successful delivery.

“

*I am very pleased to have had the HMH team design the 101/Trimble project. I am satisfied with HMH’s services because they are experienced in highway design and project management. They are responsive, reliable, ethical, and always look after the owner’s interest. They are wonderful to work with. Thanks.*

—Peter Le, Project Manager  
Valley Transportation Authority (VTA)

Owner and Contact

Peter Le  
Project Manager  
VALLEY TRANSPORTATION AUTHORITY (VTA)  
408.321.5940  
peter.le@vta.org

Construction Cost

\$75 Million

Contract Amount

\$6.5 Million

Dates

September 2019 - Ongoing

Staff

- Jon Cacciotti, PE, Principal
- Anthony Silva, PE, Senior Civil Engineer
- Linda Grevera, PE, Senior Civil Engineer
- Tyson Tano, PE, Senior Civil Engineer

Highlights/Features

- Reconfigure the existing ¾ cloverleaf interchange into a partial cloverleaf.
- Add a grade separated Class IV trail under the high-volume south-bound ramps.
- Improve traffic operations.
- Better accommodate bicyclists and pedestrians.
- Construct 500’ of new retaining wall.

Status

- Ongoing



# US -101 / Blossom Hill Road Interchange Improvements

CITY OF SAN JOSE

SAN JOSE, CA

HMH provided comprehensive project leadership for the City of San Jose on the award-winning US 101 / Blossom Hill Road Interchange project, guiding it through Project Initiation (PID), Environmental (PA&ED), and final design (PS&E).

Addressing critical infrastructure vulnerability, the project seismically retrofitted and widened the overcrossing, enhancing structural resilience for this key regional artery. Key adaptation measures focused on multimodal safety and connectivity, including a completely grade-separated Class I path featuring an innovative 100-foot truss Pedestrian Overcrossing (POC) over a lowered on-ramp; this solution provided direct, ADA-compliant access without switchbacks. Furthermore, the addition of Pedestrian Undercrossings (PUCs) across high-volume ramps mitigated risks by eliminating bike/ped conflicts, ensuring safer passage for non-motorized users.

**THE IMPLEMENTED SOLUTIONS DELIVERED SIGNIFICANT CO-BENEFITS, DRAMATICALLY IMPROVING SAFETY FOR VULNERABLE USERS, CLOSING A MAJOR GAP IN THE REGIONAL COYOTE CREEK TRAIL, AND HELPING TO RECONNECT COMMUNITIES PREVIOUSLY DIVIDED BY THE FREEWAY INFRASTRUCTURE.**

HMH’s management of the full project lifecycle was critical to expediting implementation readiness for this complex interchange transformation. Integrated services spanned environmental analysis informing design choices, detailed engineering (roadway, structures, landscape), right-of-way mapping, and robust construction support, demonstrating a holistic approach to delivering resilient and community-focused infrastructure projects.

## Owner and Contact

THUY NGUYEN  
PROJECT MANAGER  
CITY OF SAN JOSE  
200 E SANTA CLARA STREET  
SAN JOSE, CA 95113  
408.975.3213

## Construction Cost

\$35 Million

## Contract Amount

\$5.8 Million

## Dates

April 2016 - January 2022

## Staff

- Jon Cacciotti, PE, Principal
- Anthony Silva, PE, Senior Civil Engineer
- Linda Grevera, PE, Senior Civil Engineer
- Nolan Fisher, EIT, Engineer
- Bill Sowa, RLA, ISA-Certified Arborist, Landscape Principal

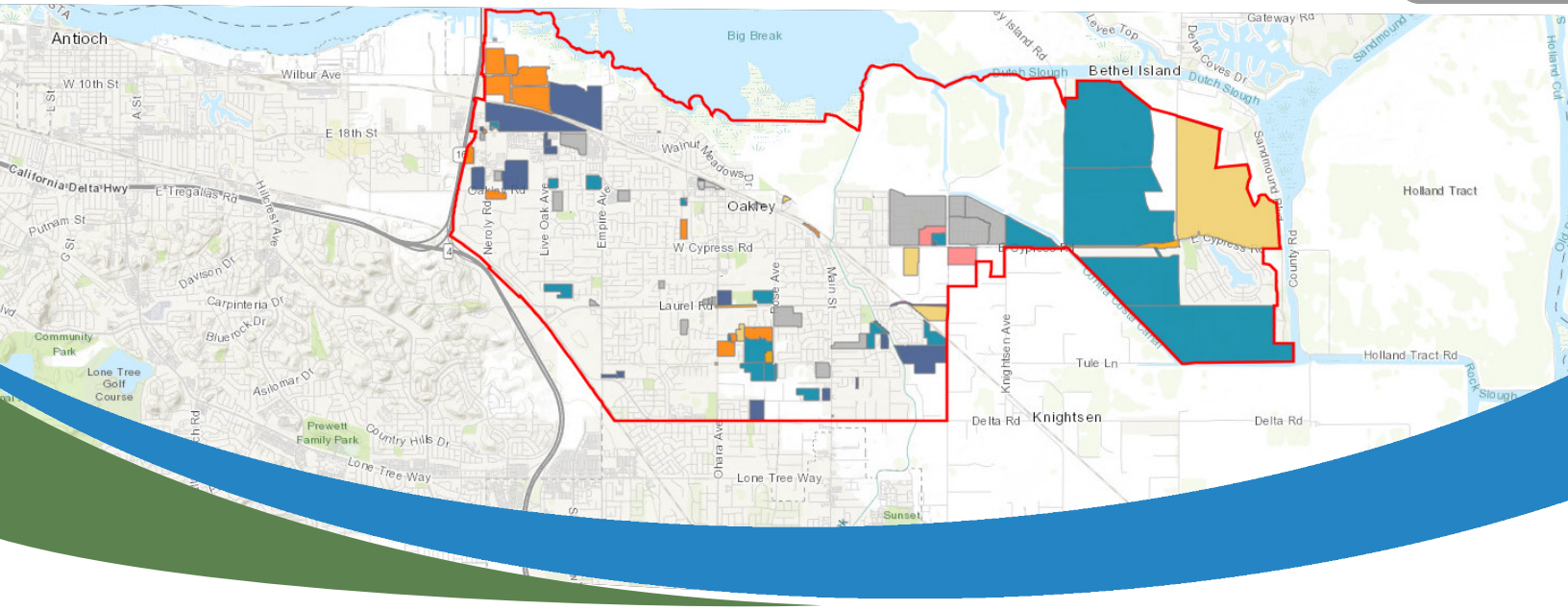
## Highlights/Features

- Eliminate bike/ped conflicts with three freeway ramps.
- Bike/ped alignment avoids lengthy switchbacks.
- Widen and seismically retrofit existing overcrossing.
- Abbreviated environmental document saving ±6 months of schedule.

## Status

- Completed on-time and budget





# On-Call Development Support

CITY OF OAKLEY

OAKLEY, CA

HMH supports the City of Oakley by providing surveying review services, of topographic, control, boundary, and ALTA surveys and maps, Final Maps, plats and legal descriptions, comment letters, and more.

**Land surveying manager, Tracy Giorgetti, PE, PLS, acts as City of Oakley Surveyor of Record under this contract. Projects are typically small, with a few medium for large developments.**

From the **100+** projects we have worked on with the City, recent projects include:

## Creekside Park Conservation Easement

The park features a playground, picnic shelter, boccie ball courts, a BMX track, and a skate area. HMH created a plat maps and legal descriptions for the Marsh Creek easement.

## Cypress Preserves Phase 1

HMH provided civil and surveying services for a new residential development. Surveying services including reviews of ground control point and Archeo plats and legal, mylar, and a large map submittal. Services included map back checking, formal red lines, QA/QC and Final Map review.

## Summer Lake North Subdivision 9307 (Project of East Cypress Corridor Specific Plan)

The development includes 824 single-family homes and features various recreational amenities, including a small lake, sports fields, and baseball diamonds. Surveying provided the a thorough review of the Final Map including resolving comments, red-lines, checking closures, and QA/QC.

### Owner and Contact

**CITY OF OAKLEY**  
Kevin Rohani, PE  
Public Works Director  
3231 Main Street  
Oakley, CA 94561  
925.625.7003  
rohani@ci.oakley.ca.us

### Contract Amounts

\$150,000/year

### Start & End Dates

2019 - Ongoing

### Staff

- Jon Cacciotti, PE, Civil Engineer
- Tracy Giorgetti, PE, LS, Land Surveying Manager

### Status

Work is on-time and ongoing..





# I-280-Wolfe Road Interchange Improvements

VALLEY TRANSPORTATION AUTHORITY/CITY OF CUPERTINO  
CUPERTINO, CA

The I-280/Wolfe Road Interchange Improvements Project is a significant undertaking by the Santa Clara Valley Transportation Authority (VTA) aimed at addressing long-standing congestion, safety, and accessibility issues at a critical interchange in Santa Clara County, California.

The project’s primary goals include reducing traffic bottlenecks, particularly during peak hours, enhancing safety by improving weaving and merging patterns, providing safer and more convenient routes for bicyclists and pedestrians, and optimizing traffic flow on Wolfe Road and surrounding local streets. The project, currently under construction, encompasses improvements along I-280 between Tantau Avenue and Saratoga Creek Bridge, and on Wolfe Road between the I-280 northbound and southbound ramps.

HMH plays a crucial role in bringing this complex project to the fruition. HMH is responsible for project management, alternative analysis, public outreach, QA/QC, and civil design in the preparation of the Project Approval and Environmental Document (PA&ED), PSR-PDS, as well as the Plans, Specifications,

and Estimates (PS&E). This includes developing signing and striping plans, designing intricate retaining walls (both temporary shoring and permanent structures), crafting detailed traffic handling plans to minimize disruption during construction, performing drainage analysis and improvements, creating utility relocation plans, and preparing precise grading plans. HMH’s expertise also extended to designing sound walls, overhead sign structures, and coordinating extensively with Caltrans, the City of Cupertino, the City of San Jose, and the VTA to ensure the project met all requirements and stakeholder expectations.

Our work represents a holistic approach—including civil, project management, land surveying, landscape architecture, utility coordination, QA/QC, management of subconsultants, transportation engineering, value analysis, and bid and construction support—ensuring not only the functionality of the interchange but also its integration within the broader community and environmental context.

## Owner and Contact

Gene Gonzalo  
Highway Program Manager, VTA  
3331 N First Street  
San Jose, CA 95134  
408.952.4236  
gene.gonzalo@vta.org

## Construction Cost

\$86 Million

## Contract Amount

\$1.2 Million

## Dates

2016 - Ongoing

## Staff

- Anthony Silva, PE, Project Manager
- Jon Cacciotti, PE, Deputy Project Manager
- Bill Sowa, RLA, ISA Certified Arborist, Landscape Architect

## Status

- To date on-time and budget, ongoing.





# On-Call Civil and Surveying Services

## CITY OF CUPERTINO

CUPERTINO, CA

HMH has been working with the City of Cupertino providing as-needed to support for City projects, including civil engineering, land surveying, landscape architecture, planning, and more.

HMH has worked on many significant projects since the contract was signed, and continues to provide services due to our exceptional teamwork and quick project delivery. Projects include:

### McClellan Road Separated Bikeways, Phase I

HMH provided a topographic field survey and mapping.

### McClellan Road Sidewalk Improvements, Phase I and II

Survey services included topographic survey, plat maps and legal descriptions, utility mapping, right-of-way, construction staking.

### Regnart Creek Trail Feasibility Study

HMH provided a topographic field survey and maps.

### Regnart Creek Trail

Meeting preparation and attendance, plat map and legal descriptions and construction staking.

### Cordova and Regnart Retaining Walls

Survey services included a right-of-way and PG&E staking.

### Orange Avenue Improvements

Surveying services including staking, a topographic field survey, and plats and legal. HMH provided surveying services for many more projects involving pavement improvements, storm drain, and retaining walls.

## Owner and Contact

John Raaymakers  
CITY OF CUPERTINO  
10300 Torre Avenue  
Cupertino, CA 95014  
408.777.3354  
johnr@cupertino.org

## Contract Amounts

\$1,025,000.00 for all HMH services

## Start & End Dates

May 2020 - December 2024

## Staff

- Jon Cacciotti, PE, Project Manager
- Tracy Giorgetti, PE, LS,
- Land Surveying Manager
- Shane Steed, Field Survey Manager
- Ryan Fong, PE, Senior Civil Engineer
- Daniel Kimoto, PE, Engineer
- Cassie Gaddy, Survey Field Crew

## Status

Completed on-time and budget.

# APPENDIX I BILLING RATES FY25/26



GOLDEN OAK PARK, SAN JOSE, CA



## CHARGE RATE SCHEDULE

**Professional & Office****Hourly Rate**

Principal	\$284
Senior Land Development Manager - Planning	\$276
Senior Land Development Manager	\$266
Senior Civil Engineering or Land Surveying or Landscape Architect Manager	\$258
Land Development Manager	\$228
Civil Engineering, Land Surveying or Landscape Architect Manager	\$224
Senior Planner	\$234
Senior Civil Engineer, Land Surveyor, or Landscape Architect	\$212
Engineering Design Specialist	\$202
Design Specialist	\$192
Project Planner	\$212
Project Civil Engineer, Land Surveyor, or Landscape Architect	\$192
Project Arborist	\$178
Senior Engineer, Surveyor, or Landscape Designer	\$196
Engineer, Planner, Surveyor, or Landscape Designer	\$184
Assistant Engineer, Surveyor, Planner, or Landscape Designer	\$162
Junior Engineer, Surveyor, Planner, or Landscape Designer	\$152
Senior Technician	\$164
Project Technician	\$150
Technician	\$140
Assistant Technician	\$130
Junior Technician	\$108
Intern	\$100
Project Support Staff	\$100

**Field Services****Hourly Rate**

2-Person Field Crew	\$306
3-Person Field Crew	\$400
1-Person Field Crew	\$212
Field Survey Manager	\$228
Senior Field Engineer	\$202
Field Engineer	\$176

Printing, Reproductions & Materials at Cost, Plus 20%

Transportation at Cost, including mileage based upon IRS rates

Other Outside Services at Cost, Plus 20%

Rates are subject to Adjustment July 1, 2025



**SUCCESS BUILT ON SERVICE, QUALITY,  
& COMMITMENT SINCE 1976**

CLIENT INITIALS

CONSULTANT INITIALS

planning · civil engineering · public works · landscape architecture · land surveying



# APPENDIX II

# COMPLIANCE WITH

# TERMS OF AGREEMENT



MONTAGUE STATION PEDESTRIAN OVERCROSSING, CUPERTINO, CA



## Acceptance of Terms of Agreement

### D. Service Provider Agreement

HMH has reviewed the service provider agreement and is willing to enter into the agreement upon the City's consideration of the following provision:

#### 9. Hold Harmless

*Request addition of a meet and confer clause to determine preliminary proportionate percentage of fault for claims as a basis of preliminary cost sharing consistent with SB 2782.8 for professional services contracts.*

### E. Permits and Licenses

HMH will obtain and maintain all necessary permits and licenses, including a City of Alameda Business License.

### F. Oral and Written Explanations

HMH acknowledges that the City is not bound by oral explanations unless confirmed in writing.

**REGNART CREEK  
TRAIL  
CITY OF CUPERTINO**  
Award winner for the  
American Public Works  
Association (APWA)  
2022 Award Program in  
the Transportation.



*I am very pleased to have had the HMH team provided the design for the 101/Trimble project. I am satisfied with HMH's services because they are experienced in Highway design and project management. They are responsive, reliable, ethical, and always look after the owner's interest. Overall, they are wonderful to work with. Thanks!*

—Peter Le, Project Manager





1570 OAKLAND ROAD  
SAN JOSE, CA 95131  
408.487.2200

[hmhca.com](http://hmhca.com)

LAND USE ENTITLEMENTS  
LAND PLANNING  
LAND DEVELOPMENT  
PUBLIC WORKS  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
LAND SURVEYING  
STORMWATER COMPLIANCE  
ARBORICULTURE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT</b> NAME: Helen Jang PHONE (A/C, No, Ext): 626-696-1892 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
<b>INSURED</b> HMH Engineers 1570 Oakland Road San Jose CA 95131	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: BERKLEY INSURANCE COMPANY</td> <td style="text-align: center;">32603</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td style="text-align: center;">42404</td> </tr> <tr> <td>INSURER C: LM Insurance Corporation</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BERKLEY INSURANCE COMPANY	32603	INSURER B: Liberty Insurance Corporation	42404	INSURER C: LM Insurance Corporation		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Liberty Insurance Corporation	42404														
INSURER C: LM Insurance Corporation															
INSURER D:															
INSURER E:															
INSURER F:															

 License#: 6003745  
 HMHENG-01

## COVERAGES

CERTIFICATE NUMBER: 2003631418

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB5Z91477678035	3/29/2025	3/29/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS5Z91477678025	3/29/2025	3/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	TH7Z91477678055	3/29/2025	3/29/2026	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC5Z91477678015	3/29/2025	3/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability & Contractor's Pollution Liability Included		Y	AEC908578805	3/29/2025	3/29/2026	\$2,000,000 Per Claim \$4,000,000 Aggr.

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.

RE: All Operations of the Named Insured

City of Alameda, its City Council, boards, commissions, officials, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

Initial

LC

5/21/2025

## CERTIFICATE HOLDER

## CANCELLATION 30 Day Notice of Cancellation

City of Alameda  
 2263 Santa Clara Avenue  
 Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: TB5-Z91-477678-035

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



POLICY NUMBER: TB5-Z91-477678-035

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### **Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an 'occurrence', that such person or organization be added as an additional insured to your policy.

**Location And Description Of Completed Operations**

All locations as required by a written contract or agreement entered into prior to an 'occurrence'.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB5-Z91-477678-035  
Issued by LM Insurance Corporation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION  
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**Schedule**

**Name Of Person(s) Or Organization(s):**

**Any person or organization that qualifies as an additional insured as required under a written agreement executed prior to loss.**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured; and
- (3) The additional insured is shown in the Schedule of this endorsement.

POLICY NUMBER: TB5-Z91-477678-035

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

### Schedule

**Name Of Person Or Organization:**

"As required by written contract or agreement entered into prior to loss."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: AS5-Z91-477678-025

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.



Policy Number: AS5-Z91-477678-025  
Issued by: LM Insurance Corporation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

**Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

## XXII.LIMITED MEXICO COVERAGE

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

### A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

### B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

### C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

## XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ per policy.

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	Any

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-477678-015

Effective Date

Premium \$

Issued to Hmh Engineers

Endorsement No.