

EXHIBIT "A"

126-04-13-040

**FIRST AMENDMENT TO AGREEMENT
HARRIS & ASSOCIATES**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 3/19/15 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, HARRIS & ASSOCIATES, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into based upon City of Morgan Hill City Manager's authority.
2. The CITY and CONSULTANT entered into that "Service Agreement For Design Professionals" made as of May 28, 2013, for consultant services for a maximum compensation of \$60,000 ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from May 28, 2013, until April 1, 2016."

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2. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

[Signature]
City Clerk
Date: 4/8/15

APPROVED AS TO FORM:

fev *[Signature]*
City Attorney
Date: 03/17/15

CITY OF MORGAN HILL

[Signature]
City Manager
Date: 3/19/15

HARRIS & ASSOCIATES

[Signature]
By:
Title: K. DENNIS KLINGELHOFER, VICE PRESIDENT

Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 3/19/15

[Signature]
By:
Title: President / CFO

Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 3/11/15

SERVICE AGREEMENT FOR DESIGN PROFESSIONALS HARRIS & ASSOCIATES

THIS AGREEMENT is entered into and becomes effective on 5/28/13 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and HARRIS & ASSOCIATES, a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on March, 21, 2013.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until April 1, 2015 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be land development plan checking services on an as needed basis, as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$60,000.00. Total compensation under this Agreement shall not exceed Sixty Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT.
6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws.
7. **Insurance Requirements.**

7.1. Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. For general liability insurance policies, CONSULTANT shall provide CITY, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:

- The CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds; and,
- the insurer waives the right of subrogation against CITY and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
- insurance shall be primary non-contributing.

CONSULTANT shall furnish CITY with copies of all policies or certificates subject to this Agreement, whether new or modified, promptly upon receipt. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY.

7.2. Workers' Compensation Insurance. CONSULTANT and all subcontractors shall maintain Workers' Compensation Insurance, as required by law.

7.3. Insurance Types and Amounts. CONSULTANT shall maintain comprehensive general liability insurance; professional errors and omissions liability insurance (required for professional and technical service consultants only); and automobile insurance each with policy limits of at least \$1,000,000 per occurrence for general liability, \$1,000,000 per accident for automobile liability and \$1,000,000 per claim for professional errors or omissions (for professional and technical service consultants only).

7.4. Acceptability of Insurers. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed and admitted, or otherwise legally authorized to carry out insurance business, in California with a current A.M. Best's rating of no less than A:VII.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Compliance with Law. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. Confidentiality. All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Harris & Associates
178 Second Street, Suite C
Gilroy, CA 95020

Address of CITY is as follows:

City Engineer	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records.**

15.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

15.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

16. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all

conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY.

19. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. **Defense and Indemnification.**

20.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").

20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

20.3. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence or willful misconduct of the CITY.

20.4. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

20.5. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result

of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.6. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. **Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by subsequent mutual written Agreement executed by CITY and CONSULTANT.

22. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

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25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.


ATTEST:


City Clerk/Deputy City Clerk

Michelle Wilson
Print Name

Date: 6/5/13

APPROVED AS TO FORM:

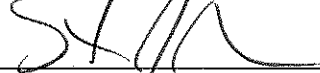

Interim City Attorney

Renee Guza
Print Name

Date: 05/28/13

Council Approval:
03/27/13

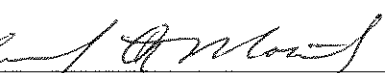
CITY OF MORGAN HILL


City Manager

STEVE RYMON
Print Name

Date: 5/28/13

Harris & Associates


By:

Title: Michael A. Motel SVP
Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 3/22/13


By:

Title: OFO - Gary S. Wohl
Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 3/22/13

Exhibit A



Harris & Associates.

December 20, 2012

Scott Creer, Senior Civil Engineer
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

Re: Statement of Qualifications for Development Review Services

Dear Scott:

Since 1998, Harris has provided responsive service to Morgan Hill on a variety of plan/map reviews, pavement management updates, and staff augmentation assignments. Our team looks forward to restarting our development review services.

The benefits of continuing our partnership include:

Local and responsive representation. Technical reviews will be provided primarily from our Gilroy office, supervised by **Patrick Dobbins**. He will serve as your day-to-day contact for each assignment. He has performed improvement plan and map review with your department, and is currently performing reviews for several other cities. **Fariborz Heydari** and **Bob Williamson** will be our plan and map reviewers. We will be responsive to your plan review needs with short turn-around times.

Experienced with land development review/processing. We have provided development review and management services to dozens of cities, starting with the City of Tracy in 1987. This means we are able to incorporate ideas from other agencies to our Morgan Hill assignments.

Flexibility. Our services range from plan checking to staff augmentation to development management for large specific plan areas. Our familiarity with how planning and engineering are interrelated means we are effective at broader services, such as developing and monitoring conditions of approval and entitlement processing.

Knowledge of regulations and best practices. Our review staff provides services to the cities of Milpitas, Cupertino, Gilroy, Tracy, Oakland, American Canyon, and Salinas. Morgan Hill will benefit from our applied knowledge of the latest changes in the CA Subdivision Map Act as well as best practices used by other agencies to manage development.

No conflict of interest. Harris has never provided services to developers and has no conflict of interest.

Full-service development assistance. We are ready to assist City staff with other aspects of the development entitlement process. We provide financial engineering (assessment and tax district engineering, impact fee studies, development reimbursement audits), infrastructure design and CM/inspection services.

If you have any questions, please contact Patrick Dobbins at pdobbins@harris-assoc.com or (408) 710-9866.

Sincerely,

Harris & Associates

Bob Guletz, PE, Vice President
Project Director

Patrick Dobbins, PE, QSP
Development Reviewer/Project Manager

CC: Karl Bjarke, City Engineer, City of Morgan Hill

Development Review Qualifications

Harris has been providing development assistance to counties and cities since 1987, including the City of Morgan Hill since 1998. Our services include:

Development Services	Financial Engineering
Improvement plan checking	Finance plans and strategies
Tentative/final map reviews	Assessment and special tax districts
Infrastructure capacity analysis	Fee and rate studies
Regulatory agency coordination	Proposition 218 strategies and procedures
Compliance monitoring	AB 1600 impact fee studies
Construction management/inspection	Facility acquisition/reimbursement audits
City Engineer/City Surveyor	
Staff Augmentation	

Due to the uneven nature of development applications, many agencies have turned to Harris for on-call plan and map review services. We provide prompt, convenient services from a variety of regional offices, using our engineering and technical specialists. Typically we start with an annual contract, then specific development reviews are assigned by subsequent task order. Initially, we create a library of applicable guidelines and ordinances for each agency. Processing, documentation, and communication procedures are established. Regularly scheduled staff augmentation is preferred by some agencies.

We have provided these services to the following agencies:

- Seaside
- Milpitas
- Vallejo
- Pittsburg
- Hollister
- Gilroy
- Brentwood
- Marina
- San Benito County
- Morgan Hill
- Lake Elsinore
- Alameda
- Cupertino
- Salinas
- Oakley
- Mountain View



City Surveyor Services, Various Cities Harris presently provides contract City Surveyor for the cities of **Cupertino, Milpitas, Gilroy, and Salinas**, as well as a City Engineer for **American Canyon**. Following initial review of application documents by Harris' reviewers, Bob Guletz provides a quality review and signs documents per the State Subdivision Map Act and local ordinances. Reviews typically include tract and parcel maps, lot line adjustments, mergers, improvement plans and site plans, as well as Map Act interpretations. Harris assists cities with all aspects of development management and technical review, from pre-application consultation through signing of mylars.

Projects

Development Review Services, City of Morgan Hill

For six years (1998 - 2004), Harris was responsible for reviewing maps, improvement plans, and related documents for residential and commercial developments. Review included City Subdivision Ordinance, State Map Act, City Standards, and project development conditions. Patrick also supervised inspection services on several annual pavement resurfacing projects.

On-Call Engineering Services and City Surveyor, City of Gilroy

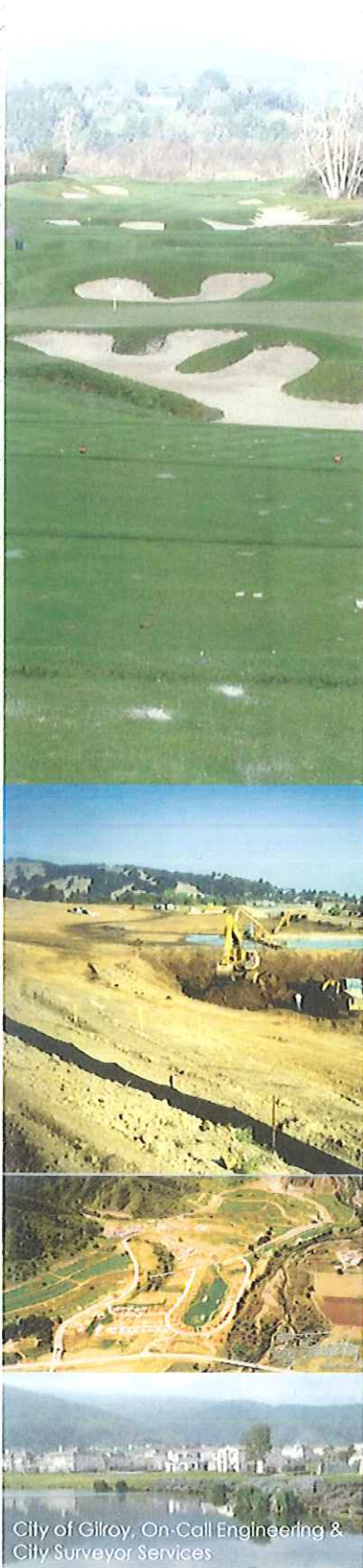
Since 1998 Harris has been providing development review services to the City of Gilroy. Assignments have included subdivision maps (tentative, vesting tentative, and final), parcel maps, lot line adjustments, mergers, and other property-related reviews and approvals. Subdivisions have ranged from small to major (Eagle Ridge golf community). Harris has also reviewed improvement plans, stormwater management plans/SWPPPs, and supporting documents, calculations, and reports. A key responsibility in recent years has been serving the role of City Surveyor, signing maps and other documents as required by the Subdivision Map Act and local ordinances. On two extended occasions, Harris also provided regular staff augmentation services in City Hall.

On-call Development Review Services, City of Salinas

Harris has been providing a variety of development review services, including dozens of tentative and final tract maps, site plans, grading and infrastructure improvement plans, storm water quality/NPDES compliance, and assisting with writing conditions of approval. The services have been provided both as staff augmentation at City offices and remotely at our Gilroy offices, and includes serving as the City Surveyor to sign final map mylars.

On-Call Development Review Services, City of Milpitas

Since 2003, the Harris team has been providing a variety of development services, including City Surveyor. For the initial five years, this included tract and parcel maps as well as improvement plans and supporting calculations and documentation. There have been over 75 development projects to date. Patrick, Fariborz and Bob Williamson are currently reviewing improvement plans and map documents for residential and commercial developments on a staff augmentation basis. Includes ensuring proposed projects construct required private and public improvements in compliance with City standards and their Transit Area Specific Plan.



City of Gilroy, On-Call Engineering & City Surveyor Services



On-Call Development Review Services, City of Cupertino

Patrick is currently providing review of improvement plans and map documents for residential and commercial developments on a staff augmentation basis. Includes CLOMA review and processing, preparation of development agreements, review of lot line adjustments, lot mergers, and roadway dedications. He also provides permit counter coverage.

Development Review Services, City of Seaside

Since 1998 Harris has supported the City's growing needs by providing development review, civil design, construction management and inspection, financial engineering, and CIP coordination and management. Patrick Dobbins served the City from 1998 to 2004 as CIP Program Manager. Select projects include:

- Seaside Highlands Development (KB Home's 385 lot subdivision)
- Cost Plus mall
- Various in-fill residential projects
- Water and Sewer Master Plans
- City Center Revitalization Project
- Fremont Boulevard Improvements
- Harcourt Sewer Main Replacement



City Engineering Services, City of American Canyon

Since 2009, Harris has been responsible for the technical review and approval of all development in the City. Services include evaluating the adequacy of existing infrastructure, ensuring conformance with City ordinances, planning documents, and design standards; imposing conditions of approval; review of improvement plans and subdivision maps; and verifying compliance with all development conditions. Since this is a recently-reorganized department, Harris' role includes establishing policies, procedures, and management systems to provide better customer service and more efficient processing.

Staff Augmentation Services – Development Services Engineer, Monterey County

Harris provided staff augmentation services of a Development Services Engineer for the Department of Public Works. The role included reviewing subdivision improvement plans and maps, records of survey, environmental documents, traffic reports, and studies for new development, and miscellaneous tasks associated with development approval. Harris also updated the Public Works Construction Standard Plans and Specifications.



City of Seaside, Development Review Services

Approach

Our approach to providing on-call development review for Morgan Hill will focus on prompt service and thorough reviews. Our work plan results in efficiency and personalized service. The following is a general description of our work plan.

Execute contract. The agreement for on-call services will be negotiated to mutual satisfaction and executed. There typically is a top-set contract budget, and our individual assignments will be charged against that total. Contracts have been multi-year, with extension for additional years optional at the City's discretion.

Kick-off meeting. City staff and the Harris team meet to fine-tune our already-established procedures with respect to specific requirements of the assignment. We will confirm the scope of work, roles and responsibilities, and the expectations of each party.

Update library. Harris already maintains a complete library of Morgan Hill's development-related reference documents in our Gilroy office. However, we continually confer with City staff for any updates to ordinances or design standards.

Accounting system. Harris provides a unique project number for each plan review assignment. This ensures the City will receive full and proper reimbursement from the applicant. Typically the actual effort for the plan review is difficult to estimate in advance, due to uncertainty in the quality or completeness of the submittals. Therefore, the City's initial application/review fee from the applicant is considered a deposit, to be replenished by the applicant as needed. The intent is for the City to pass all related Harris and City costs onto the applicant. We keep in regular communication with City staff regarding our charges for larger or long-duration project assignments.

Assign work. When an application is submitted, City staff contacts Patrick Dobbins to pick up plans and supporting documents. Patrick logs in the assignment then either completes the review himself or assigns it to a team member, depending on the degree of complexity, schedule, and other factors. Patrick is ultimately responsible for the quality and thoroughness of our reviews.

Completeness check. We will work closely with City staff to ensure that application packages are sufficiently complete before we begin our review. We will encourage staff to reject the application if significant supporting documents are not included, or if the quality is not adequate. It is important to make sure the applicant knows that the City's acceptance of incomplete submittals usually delays the review process, and ultimately increases the review costs charged to the applicant.

Relationship with the applicant. The City staff determines the degree to which our review team interfaces with the applicant or his engineer. Although it is important for the City to be the primary control point for submittals, resubmittals, and approvals, there are times when City staff wishes Harris to interact directly with the applicant's engineer to expedite reviews or to directly explain the City/Harris position on an issue. Since Harris does not work for developers as clients, there is no conflict of interest in these relationships. Our obligation is to the City, to ensure that the City's interests are being represented.

"Patrick Dobbins was diligent in his project management and represented the City's interest in compliance with contract documents...recognition is also well deserved for Patrick's ability to work well with others."

-Richard W. Burt, Former Engineering Director
City of Torrance

Specialty reviews. From time to time, Patrick may forward improvement plans to one of our other plan reviewers for review. In the rare situation that outside assistance is recommended (structural, traffic, major landscaping, irrigation, traffic, seismic/geotechnical, environmental, modeling, etc.), Patrick will so notify City staff for authorization to bring a subconsultant on board the Harris team. We rarely need to include subconsultants, and therefore have not named any at this time.

Tools of the trade. Over the years Harris has created a number of tools to assist the flow of review comments and track compliance with conditions of approval. These tools will continue to be used for our Morgan Hill assignments.

Feedback loop. The Harris team strives to ensure that we're meeting the needs of the City and the development community. Therefore, we expect to touch base with City staff on a regular basis to see if there are any concerns relating to our quality or responsiveness. We pledge to promptly respond and adjust accordingly.

As previously stated, our goal is to be responsive to the needs of both the City and the applicant/developer. Time is money to a developer, and since they are paying for the reviews, they expect prompt service. The City also must operate under State requirements for timely review of planning submittals. We see these reviews as a three-way partnership.

Patrick Dobbins, PE, QSP

Project Manager

Patrick and his wife are raising their two children in a home overlooking the Monterey Bay Marine Sanctuary. Every day, he is reminded of a personal responsibility to protect and serve the public through improving our civic infrastructure. From a well-planned subdivision to providing safe routes to school, Patrick brings a deep sense of ownership to his client's endeavors. A consummate organizer and people-person, Patrick also supports his clients' by contributing his skills to industry organizations. This tireless effort was recognized by his local APWA chapter this year with its inaugural "Person of the Year" award.

Relevant Experience

City of Cupertino, Development Review/Processing. Patrick has been providing review of improvement plans and map documents for residential and commercial developments on a staff augmentation basis. Patrick also prepared detailed "total project" cost estimates for four capital improvement projects.

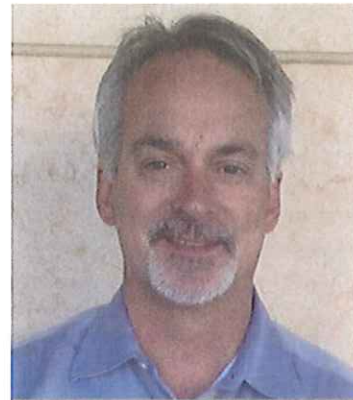
City of Milpitas, Development Review/Processing. Patrick is currently reviewing improvement plans and map documents for residential and commercial developments on a staff augmentation basis. Includes ensuring proposed projects construct required private and public improvements in compliance with City standards and their Transit Area Specific Plan. Upsizing of off-site sewer conveyance pipelines and frontage street improvements including custom LED street light fixtures and poles were other items requiring coordination and approval by city staff in various city departments.

City of Morgan Hill, Staff Augmentation. On a half-time basis over a six month period, Patrick oversaw several Capital Improvement Projects including preparing the West Dunne Avenue Safety Project for bidding, community engagement process for the Santa Teresa Blvd Project and closed out construction contracts.

City of Morgan Hill, Development Review Services. Responsible for reviewing the improvement plans, final maps and related technical documents for residential and commercial developments. Review included City Subdivision Ordinance, State Map Act, City Standards, and project development conditions. Patrick supervised construction inspection on annual pavement resurfacing projects and was project manager on a Caltrans-HBRR funded Railroad Bridge Seismic Retrofit Project.

City of Seaside, Program Manager. Staff augmentation and project management to deliver over 50 CIP projects. Responsible for development and plan reviews, consultant selection and oversight, utility company coordination, scheduling, progress payment processing, permitting, bid period services, and close-out. Projects included:

- Harcourt Ave Emergency Sewer Replacement
- Sewer and Water Master Plans
- Well 3, Well 4 and Well 4B
- ADA City Hall Improvements, Laguna Grande Park and Cutino Park
- Development review, processing and CM/ Inspection on former Fort Ord
- KB Home "Seaside Highlands Development" (385 homes on former Fort Ord)
- Cost Plus project (DBO Development)



EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer,
CA

CERTIFICATIONS

California Stormwater
Quality Association (CASQA),
Qualified SWPPP Practitioner
(QSP)

AFFILIATIONS

American Public Works
Association (APWA),
Silicon Valley Chapter,
Past President, 2003; Board
Member

League of California Cities

Monterey Bay Waterworks
Association, Current President

Bob Guletz, PE

Principal-in-Charge

Bob's particular knack for asking the right questions in order to get to the heart of things is driven by his innate curiosity. Passionate about travel and photography, Bob approaches each project as a photographer through a view finder, identifying and analyzing individual components, and ensuring they contribute to the whole picture. The combined force of his curiosity and acuity has resulted in a resume replete with satisfied clients.

Relevant Experience

City of American Canyon. City Engineer. Since 2009, Bob has been primarily responsible for the technical review and approval of all development in the City. Services include evaluating the adequacy of existing infrastructure, ensuring conformance with City ordinances, planning documents, and design standards; imposing conditions of approval; review of improvement plans and subdivision maps; and verifying compliance with all development conditions. Since this is a recently-reorganized department, his role includes establishing policies, procedures, and management systems to provide better customer service and more efficient processing.

Various Cities. Contract City Engineer/City Surveyor. Bob has been serving as the City Surveyor for the cities of Gilroy, Salinas, Cupertino, and Milpitas. He formerly served as City Surveyor for Morgan Hill, American Canyon, and Marina and as contract City Engineer for West Hollywood, Lafayette, Piedmont, Albany, San Bruno, and El Cerrito.

City of Marina, Strategic Development Center. Project Director and Manager. For five years, Harris provided a broad range of development management, technical, building and safety, and construction management services for this 1,500-acre base reuse program. Ultimate build-out will add 20,000 to the population, plus schools, parks, retail and hotels.

City of Alameda, Bayport/Alameda Landing Development Project. Project Director and Manager. For six years, Bob coordinated with dozens of participants, to provide management, technical review, and construction management/inspection services of the 215-acre, \$500 million redevelopment of NAS Alameda. The project includes 700 dwelling units, 1.3 million SF of commercial/office/R&D, an elementary school site, park, and Bay shoreline park.

City of Gilroy, Development Processing. Bob managed the land development review of the 1,800-acre, 635-unit Eagle Ridge upscale development which includes an 18-hole golf course. Services included infrastructure systems analysis, creating conditions of approval, tentative and final map review, improvement plan checking, and public works inspection.

City of San Bruno. Contract City Engineer. Responsibilities included supervising nine engineers and support staff, delivering a complex CIP program, preparing staff reports for the City Manager and City Council, resolving numerous neighborhood traffic calming issues, and coordinating development reviews and conditions of approval. Key accomplishments included developing a new CIP monitoring and reporting system and a new Public Works Department Management Manual. Following this assignment, he was retained for follow-on services for staff transition and further development of the Manual.



EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer,
CA

CERTIFICATIONS

California Stormwater
Quality Association (CASQA),
Qualified SWPPP Practitioner
(QSP)

AFFILIATIONS

American Public Works
Association (APWA)
American Society of Civil
Engineers (ASCE)
Bay Area Water Works
Association (BAWWA)
County Engineers Association
of California (CEAC)

Fariborz Heydari, EIT

Project Engineer - Development Review

Fariborz has 16 years of public works experience in both the public and private sectors. In addition to "knowing his way around City Hall," Fariborz is experienced in development review and capital project delivery. He has designed development infrastructure and prepared subdivision maps, as well as reviewed such submittals as a City employee and consultant. His project delivery experience ranges from master planning to design to construction inspection of a wide range of public and private infrastructure and public buildings. He has specialized expertise in inter-agency coordination, permits, and regulatory compliance.

Relevant Experience

City of Milpitas, Development Review. Harris has been providing development review services to the City for 10 years. With the recent increase in development in the Transit Area, Fariborz was added to the team to provide in-house reviews of improvement plans and subdivision maps, as well as provide inspection of public infrastructure.

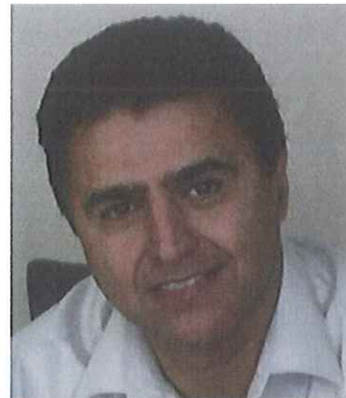
- Integral Communities "District 1"
- Taylor-Morrison "District 2"
- Trumark "Pace Project"
- Shea Properties "South Main Street Apartments"
- Sewer Replacement Project 11A/11B/11C

City of Milpitas, Assistant Civil Engineer, Development Review. Fariborz reviewed plans for major and minor private developments (residential, commercial, and industrial) including tentative maps, tract maps, parcel maps, legal descriptions, annexation maps, grading plans, and plot plans. Additionally, he reviewed engineer's estimates, FEMA elevation certificates, LOMA/ CLOMA applications, and flood studies. He acted as the City's point of contact for the BART/VRTA C210 project (freight railroad relocation) reviewing plans and specifications, issuing encroachment permits, and oversaw construction activities and inspections.

- Buddhist Temple
- VTA Park & Ride
- Kennedy Subdivision
- Parc Place Condominiums
- Yosemite Business Park
- Fleming Business Park
- Great Mall Signal Modification
- Calaveras Center
- Centria East & West Condominiums
- Venture Commerce Commercial Condominiums
- Retail Store at Capitol
- Mid Peninsula Senior Housing
- India Community
- Paragon Condominiums
- Kaiser Medical Office
- Calaveras Subdivision
- Aspen Family Apartments
- Golden Bay Business Park
- AIM Mix-use Development
- Human Society Silicon Valley
- Cisco System
- Cerano Apartments
- Christ Community Church
- Milpitas Childcare Center

City of Foster City, Assistant Engineer, Project Delivery. Fariborz was responsible for managing Capital Improvement Projects.

- Temporary Teen Center
- Senior Center Addition
- Leo Ryan Park Boardwalk Improvement
- Fire Facilities Site Winterization
- Water System Valve Replacement
- Library and the Community Center Project



EDUCATION

BS, Civil Engineering

CERTIFICATIONS

Engineer in Training XE095397

TRAINING

FEMA Elevation and Floodplain Management
South Bay Water Recycling Site Supervisor

Traffic Control Technician and Traffic Control Flagger

RWQCB Construction Site Compliance for Water Quality Protection

Access Management Traffic Manual

Cross-Connection Control Program Specialist

City Permitting Software-CRW (TRAK-IT)

City GIS Map Application

Robert Williamson

Plan Review Technician

Robert Williamson has 40 years of development review experience and is skilled in all aspects of subdivision review procedures including tentative and final maps, street improvement plans, grading plans, erosion control plans, hydraulics and hydrology review, and related technical functions. His experience includes developing a Hillside Development Ordinance and Standards for the City of Tracy. His communication skills have been demonstrated through training of new plan checkers, customer service and interaction, and production of detailed reports.

Robert has been a Harris development plan and map checker for over 10 years. Such services have been provided to the cities of Morgan Hill, Milpitas, Gilroy, Salinas, Lodi, Hollister, Oakley, Alameda, and Seaside.

Relevant Experience

City of Milpitas, *Development Plan Review*. Plan Review Technician. Since 2004, Robert has been providing staff augmentation-based improvement plan and map review for the City.

City of Hollister, *Development Plan Review*. Plan Review Technician. Robert has reviewed final tract maps and subdivision plans for several subdivisions, including map review, street improvement plans, tentative and maps, and grading plans.

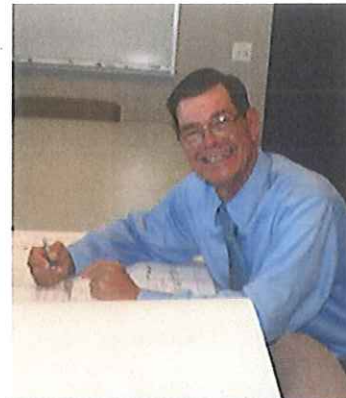
City of Seaside, *Various Projects*. Plan Review Technician. Robert performed several plan and map reviews including three reviews of the 9-unit Lopez Subdivision. Other reviews included a record of survey for the purpose of street monumentation and a parcel map to adjust lot lines.

City of Morgan Hill, *Development Plan Review*. Plan Review Technician. Robert has reviewed final tract maps and subdivision plans for over 30 subdivisions. The work included review of maps, street improvement plans, tentative maps, grading plans, and final maps. He provided staff augmentation three-days-per-week for 9 years.

City of Alameda, *Catellus Development Project*. Plan Review Technician. Robert was the lead reviewer of the improvement plans and map documents for this major redevelopment project on the former Alameda Naval Air Station. This partially constructed 215-acre site will ultimately contain 600 dwelling units, 1.3 million square feet of commercial/office/R&D uses, an elementary school, and shoreline park.

City of Fremont, *Various Projects*. Sr Engineering Specialist. As a City employee for 15 years, Robert processed all aspects of subdivision review for the City's Engineering Division of the Public Works Department. Work included general engineering review of maps and plans, compliance of tentative map exhibits and conditions, planned district exhibits and conditions, and State Map Act compliance. He monitored resubmittals until satisfactory compliance with City and State standards were achieved. He prepared subdivision bonds for construction guarantees and wrote memos to the City Council for final map acceptance.

Alameda County Flood Control and Water Conservation District, *Various Projects*. Civil Engineering Technician. As a District employee for 16 years, Robert reviewed subdivision plans for storm drain system approval, including review of hydrology and hydraulic calculations. He also designed and prepared plans for District projects such as open channel and closed conduit systems.



EDUCATION

AA, Civil Engineering
Technology

CERTIFICATIONS

Public Works Inspection
Certificate, Public
Administration Certificate

25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

Michelle Wilson
City Clerk/Deputy City Clerk

Michelle Wilson
Print Name

Date: 6/5/13

APPROVED AS TO FORM:

Renee Guza
Interim City Attorney
Print Name

Date: 05/28/13
Council Approval:
03/27/13

CITY OF MORGAN HILL

Steve Rymon
City Manager

Steve Rymon
Print Name

Date: 5/28/13

Harris & Associates

Michael A. Motil
By:
Title: Michael A. Motil SVP
Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 3/22/13

Gary S. Wohl
By:
Title: CFO - Gary S. Wohl
Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 3/22/13