

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH GREEN VALLEY CONSULTING ENGINEERS, INC.,
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Green Valley Consulting Engineers Inc., a California Corporation ("Contractor").

R E C I T A L S

A. City desires to complete Construction Management and Inspection Services for Fire Damaged Roadway Landscaping, project number C02300. The roadway landscape was damaged during the 2017 Tubbs Fire.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the six hundred forty-seven thousand forty-two dollars (\$647,042.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17626

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Danny Chen
Associate Engineer
69 Stony Circle
Santa Rosa, CA 95401
(707)543-3911
dchen@srcity.org

Contractor Representative:

Liz Ellis, PE
Project Contract Manager
335 Tesoni Circle
Santa Rosa, CA 95401
(707)579-0388
lizellis@gvalley.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event

of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than May 31, 2023.

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

☒ yes ____ no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

17. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

18. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

19. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions

herein contained.

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

21. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: Green Valley Consulting Engineers, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: 
Liz Ellis (Mar 28, 2022 13:27 PDT)

Print Name: Liz Ellis

Title: President

By: 

Print Name: Sandy Seekins

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B - Compensation
Exhibit C – Federal Provisions

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:


Jessica Mullan (Apr 4, 2022 11:06 PDT)

Office of the City Attorney

ATTEST:

City Clerk

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

January 5, 2022

PROPOSAL FOR
Request For
C02300 - Construction Management and Inspection Services
for FIRE DAMAGED ROADWAY LANDSCAPING PROJECT

City of Santa Rosa
Transportation and Public Works Department



335 Tesconi Circle
Santa Rosa, CA 95401
Tel: 707.579.0388
www.gvalley.com



Restoring Yesterday...Creating Tomorrow

municipal engineering
civil engineering
construction management
construction inspection

January 5, 2022

Mr. Danny Chen
City of Santa Rosa
Transportation and Public Works Department
69 Stony Circle
Santa Rosa, CA 95401

Re: Construction Management and Inspection Proposal for the Fire Damaged Roadway Landscaping (Project)

Dear Danny,

The Fire Damaged Roadway Landscaping (Project), once completed, will restore the highly visible roadside landscaping which the Tubbs Fire damaged in October 2017. The fire devastated the neighborhoods where this project resides. The rebuilding of surrounding homes has continued to progress over the years. In many ways, this landscape restoration project brings the final touches to truly make these neighborhoods transform from a construction zone to an established community.

Our inspectors commonly work to fit plotted utility designs into imperfect field situations, where thorough measurements and calculations are required to ensure compliance. Additionally, when installing irrigation, coverage, and overspray must be considered during installation. We understand the acceptance criteria of the Landscape Architect and all applicable Standards. This planned work will be installed adjacent to live vehicles and pedestrian traffic. To ensure public safety, we will work with the contractor to develop and implement a haul route, staging plan, and a traffic & pedestrian control plan to minimize safety issues and any inconvenience to the public.

This is an excellent assignment for any CM/CI team, and we value your confidence in us and hope to continue our work for the City. Therefore, we are proposing a team led by Liz Ellis, P.E., as Project/Contract Manager in charge of the overall team, and Jason Balatti for Construction Manager for the day to day working team.

We choose to let the City select which of our team inspectors they would like to see on this assignment. All are exceptionally suited for this challenging work, and we think that Jared Elmore or Rich Gordon would be a great fit. In addition, our inspectors have recent and relatable experience with the City of Santa Rosa's Howarth Park Accessibility Upgrades project and the federally funded Sulphur Fire Roadway Rehabilitation project for the City of Clearlake.

All team members have the work experience and knowledge necessary for this Project and would ensure your team members are happy with their work at the end of the day!

Our proposal provides for full-time inspection, with part-time Construction Management and scope of services based on our working experience with similar infrastructure projects in both design and



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construction. Our fee is based on the 231 working days provided to us by the City, with additional time allowed for services associated with Project start-up, close-out, and the plant establishment period.

Jason and Liz both work hard to keep their projects within their budgets and on time, attesting to their project management and communication skills.

If you require additional information on this proposal or have questions specific to our proposed team, please do not hesitate to contact me.

Regards:

Liz Ellis, P.E

C050830

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GREEN VALLEY CONSULTING ENGINEERS

Green Valley Consulting Engineers (Green Valley) is a full service engineering firm based locally in Santa Rosa. Our foundation and central focus is providing integrated Civil Engineering, Land Surveying, Construction Management, and Construction Inspection services to local public agencies. Green Valley was founded in 1997 by Principal Liz Ellis based on her passion to improve and enhance the surrounding communities. Today, Green Valley consists of thirty civil engineers, civil engineering technicians, land surveyors, and construction management professionals. Each of us are individually dedicated to quality, innovation, sustainability, and efficiency.



CONSTRUCTION MANAGEMENT AND INSPECTION

Green Valley's Construction Management Team is comprised of seasoned professionals with decades of hands-on experience obtained working in the trenches of construction projects as project managers, estimators, general contractors, inspectors, and construction managers. Although Green Valley works on a wide variety of projects, road/street and utility improvement projects comprise the majority of our work. With our client base of public agencies, our experience is what the Cities are looking for in a CM/Inspection consultant. Our construction management team will be able to "jump right in", eliminate extra costs, make technical recommendations, address any Caltrans' requirements, public needs, and traffic maintenance, while keeping your project on schedule and on budget.

CONSTRUCTION SUPPORT AND AVAILABILITY

Green Valley construction managers and inspectors are available 24/7 to address any construction or traffic control issues as they arise both during the daytime working hours as well as after hours and nighttime. Additionally our construction management team has the technical support of our project engineers to immediately answer all questions and resolve any issues presented in the field. Finally, Green Valley offers our clients expert contract change order analysis through our technical support engineer who has decades of experience working for large construction companies. This service allows us to inform our clients on the exact value of the work presented in a change order and its impacts to the overall cost, schedule, and scope of the project.

about us

>> AT A GLANCE . . .

THE FIRM:

- Founded in 1997
- President: Liz Ellis, P.E.
- Number of Employees: 30
- Location: Santa Rosa, California

SERVICES OFFERED:

- Construction Management & Inspection
- Land Surveying
- Civil and Municipal Engineering Design
- Program & Project Management
- Permit Plan Review

PARTIAL LIST OF CLIENTS:

- Cities of Santa Rosa, Sebastopol, Petaluma, Cotati, Healdsburg, Vallejo, Oroville, Ukiah, Fort Bragg, Clearlake
- Town of Windsor
- Sonoma County Regional Parks
- Counties of Sonoma, Marin, Lake
- Sonoma County Water Agency

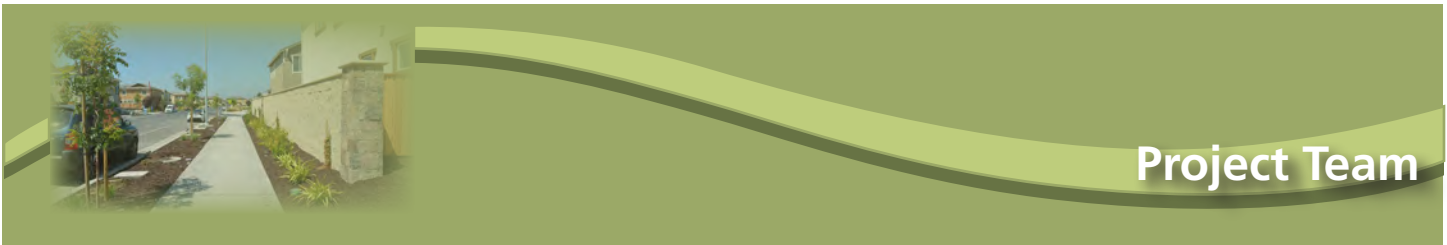
CONTACT

Liz Ellis, P.E.
Principal
 335 Tesconi Circle
 Santa Rosa, CA 95401
 tel: 707.579.0388
 cell: 707.326.5620
 e-mail: lizellis@gvalley.com

For more information on Green Valley, our employees and services, visit our website:

www.gvalley.com





Your Green Valley Team

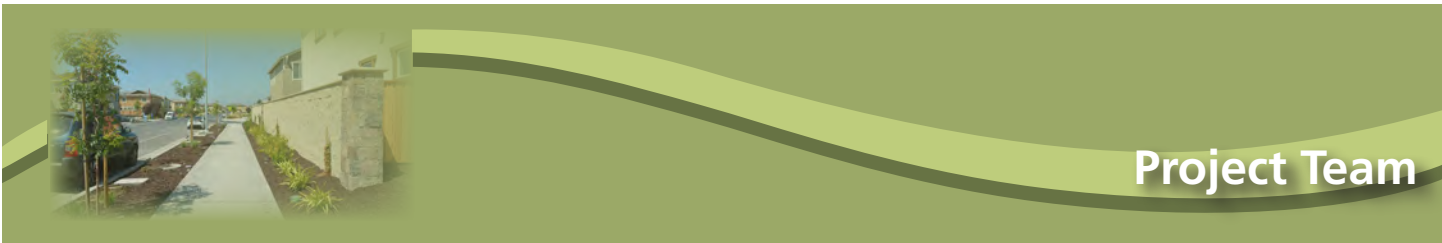
Below is our proposed organizational chart for this assignment, along with brief bios for the City’s review. The proposed team can be fully committed to this assignment for the entirety of the Contract. We have listed one Construction Manager and three possible inspectors, all of whom would be available at the time of this project. Detailed resumes can be found within the Appendix for additional inspectors.

Green Valley is proposing **Jason Balatti in the role of Construction Manager**, due to his experience on similar assignments for the City of Santa Rosa and the City of Rohnert Park. Jason has worked as an inspector and a CM, understanding the role of each, and can fill either position at a moment’s notice. The same is said for many of our inspectors who function as Construction Manager for our municipal clients. All proposed team members have recent and relevant experience on landscaping and irrigation upgrade projects. Jason and Jared recently completed landscape upgrades at Howarth Park. This Project has many similar aspects to other project throughout Tubb’s fire burn zone.

We have several exceptionally qualified inspectors who are available for this assignment and have included the resumes of just a few in the Qualifications section. We have also outlined below three who would be ideally suited for this Project: **Jared Elmore, Ramsy Hammoudeh, and Rich Gordon**. Jared comes from a construction family, working on similar projects over the past 15 years. He has recent experience with landscape and irrigation construction at Howarth Park and applies his vast experience to all aspects of his assigned project. Ramsy has been assigned to various capital improvement projects over the year. His assignments include Colgan Creek Restoration, and the Sulphur Fire Road Rehabilitation for the City of Clearlake. Rich is a long tenured inspector with experience in all aspects of capital improvement project inspection. This experience allows him to adapt to any assignment.

Our inspectors understand to complexities involved with any capital improvement project. We understand how the generic details are applied to unique situations in the field. We understand the goal and ensure that it is met at the completion of the Project. Our inspectors can translate the specifications directly to the Contractor





to minimize the questions that might otherwise take the time of the designer and City staff. Jason and Jared are well respected by their peers and work efficiently and competently on their assignments to bring a quality project to our clients upon close-out. Both Jason and Jared follow a strict checklist to ensure that all contract, materials testing, and project completion requirements are met. They are highly regarded by Agency staff and the residents and businesses that are impacted by the work being done in neighborhoods. They have an ability to explain any potential impacts before they happen, and thus alleviates concerns before they reach a point that City Administrators are notified.

All listed inspectors work well in environments with surrounding pedestrian and vehicle traffic, complex irrigation layouts, challenging design issues, etc. and have an excellent understanding of Caltrans Standards and Procedures as well as City of Santa Rosa standards.

We at Green Valley take most pride in the feedback we receive from the residents on all our construction assignments that “brag” on how great our inspectors are! We feel that this is the highest recommendation that we can give to our public relations skills and capabilities! We earn these accolades by consistent and exhaustive public outreach at the start and throughout the life of a project.

Liz Ellis, P.E. Project/Contract Manager

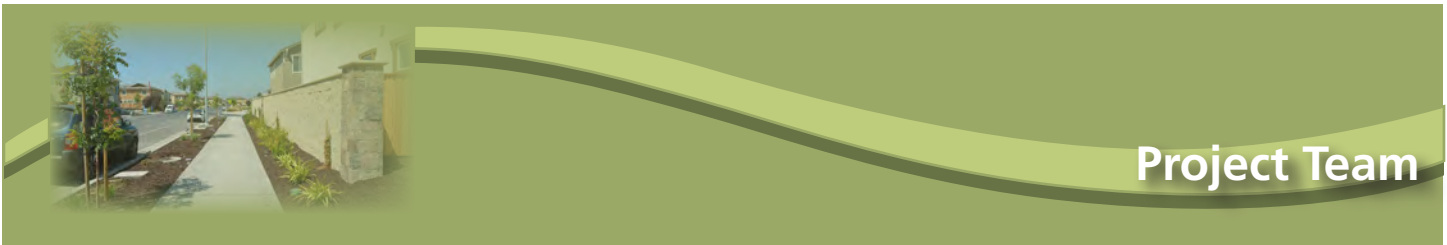


Liz will be your Project/Contract Manager for this contract. She is a licensed Civil Engineer with over 25 years of municipal infrastructure experience, and as Principal-in-Charge of Green Valley, Liz will bring you the commitment and project ownership that she brings to all Green Valley’s assignments. She is passionate about excelling in both the design and the construction side of public infrastructure in more recent years. She works closely with Agencies throughout Northern California and ensures that you will have the hands-on management needed for this assignment.

Liz will be responsible for:

- Meeting all contractual obligations
- Budget and scheduling requirements for the CM/Inspection contract
- Coordination and Assistance with any requested Public Outreach

“All of the work that you have put into the project shows. Without the contract administration, oversight, inspection, and testing that you provided, we would not have achieved such quality.”
Kevin Howze, Fr. Division Mgr.
County of Sonoma
Transportation & Public Works



Project Team

Construction Manager

Jason Balatti, Construction Manager



Jason Balatti brings a diverse background with an engineering degree, experience as a landscaping, and engineering, contractor project manager, project inspector and, most recently, construction manager. His diverse and relevant background provides the City of Santa Rosa with the best suited construction manager for this project. As a Green Valley Construction Manager, Jason has drawn upon these hard-earned skills to successfully deliver some of our largest and most complex site development projects. Jason has recently completed multiple projects for the City of Santa Rosa.

These projects include Pacific Avenue Reconstruction project, Colgan Creek Restoration project, La Paloma Sewer and Water project, Howarth Park Accessibility Upgrades project, and the City Hall Sidewalk project.

Additionally, Jason has recently completed Phase 1 and Phase 2 of the Sunrise Park Upgrades project for the City of Rohnert Park. Specifically, his experience with the irrigation upgrades at Howarth and Sunrise Parks relates to this Project. These new irrigation systems will need to meet the detailed criteria specified by the landscape architect. He is always looking ahead to preempt costly design changes, whenever and wherever possible. Jason is formally trained in Construction Management and holds a Bachelor's degree in Civil Engineering from the University of the Pacific. He is fluent in achieving construction contract compliance with the Caltrans Construction Manual, Caltrans L.A.P.M., and most local municipal standards and procedures. Jason is also a graduate of the Resident Engineer's Academy that Caltrans administers.

Available Inspectors (More Available Upon Request)

Jared Elmore, Construction Inspector

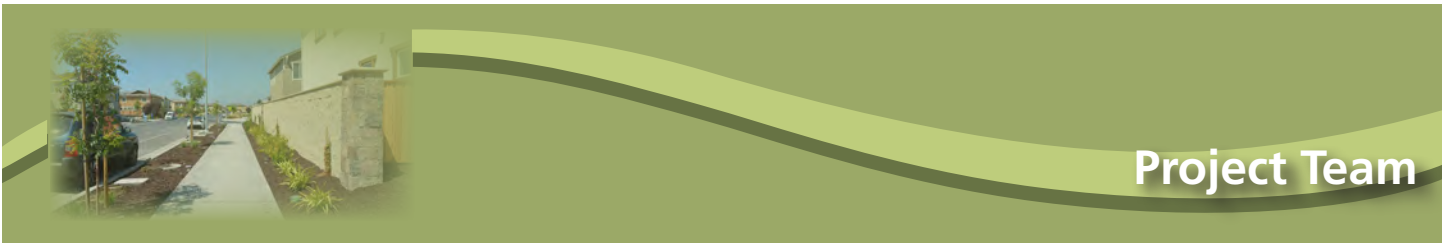


Jared says that he most enjoys working in a fast-paced, hands-on environment, where no two days are ever the same. Jared made the jump from Contractor to Consultant with the singular intention of ensuring that his clients receive nothing less than the quality, built-to-last products which they are paying for. Jared holds a Certified Project Management certificate from Sonoma State University which focuses on a project's lifecycle – initiating, planning, executing, monitoring and controlling, and closing. He has recent relatable experience with the Howarth Park Accessibility

Upgrade project, where he inspected the installation of new irrigation and landscaping.

"Jared has done a great job working with the contractor and sorting out the hectic scheduling."

Town of Windsor,
Shiloh Left Turn



Rich Gordon, L.S.I.T., Construction Inspector

Rich Gordon has over 30 years of experience in the construction industry and construction engineering arena. He has diverse field experience in materials testing, construction estimating, land surveying, and construction inspection. He has served as a senior construction inspector for the past decade providing the inspection and contract administration for various capital improvement projects. These projects have included: geo-grid embankments, storm drainage, landscaping and irrigation, street grading, seismic retrofits, sewer and water line reconstruction, pump station improvements, pavement realignments and rehabilitation and emergency roadway repair projects requiring the use of retaining walls, pile walls, excavation and embankment construction, general roadway excavation, and traffic control.

Ramsy Hammoudeh, Construction Inspector



Ramsy is one of our newest inspectors. He brings over 10+ years of experience as Laborer with one of the respected, local engineering contractors. He jumped into his first assignments with great results. Following that he was assigned to the Colgan Creek Rehabilitation project for the City of Santa Rosa. He observed and documented the early stages of the project. He has recently been assigned to the federally funded Sulphur Fire Roadway Repair project for the City of Clearlake. This recent experience will transfer well to this Tubbs Fire repair project.





Team Member's Experience

The City has requested the "team member's experience working on similar projects" via this RFP. Green Valley has put considerable thought into selecting our team for this Project. We know that they need a broad range of landscape and irrigation project inspection experience and the right combination of attitude and teamwork skills to allow them to excel on a long-term assignment like this fire recovery project.

The best way we can answer to our experience is to ask you to speak with your peers! Our proposed team has successfully completed challenging projects with the City over the past few years. Our dedicated approach to construction management has delivered the successful completion of the Pacific Avenue Reconstruction project, Colgan Creek Restoration project, and Howarth Park Accessibility Upgrades project. In addition, the team has excelled at streamlining procedures to focus on the current task.

The resumes which follow list many of these City projects from recent years. This experience will afford the City confidence that this project will be completed on time, within budget, and per the requirements provided by the funding agency.

Competence, Technical Ability, and Experience

Green Valley is committing our best-suited inspectors, coupled with a uniquely experienced construction manager, Jason Balatti, to this Project. We work exclusively for public agencies, which allows our team to develop the knowledge base to deliver capital improvement projects that range from small neighborhood ADA upgrades of pedestrian ramps to multi-million-dollar transportation projects. In addition, we stay current on the various means and methods used to construct civil infrastructure and the new releases of Caltrans standards and special provisions.

In selecting our team, we considered several qualifications that will be essential for project success:

- Inspection and documentation of daily work based on both the City's Construction Management and Inspection Services Terms for Capital Improvement Projects (Exhibits A & B) AND the Caltrans Local Assistant Procedures Manual (LAPM)
- Construction management and inspection experience with similar landscape, irrigation, and roadway improvements
- Working relationships with all City departments and staff
- Significant experience and understanding of how publicly bid projects are constructed and administered



Project Team Qualifications / Resumes

- Expertise in Traffic control measures and plans for heavily traveled thoroughfares (residential and commercial)
- Proven and proactive, as well as unique methods of public outreach to reach those directly impacted by the construction
- Effective and dynamic communication with all parties

We believe that the team provided can easily complete this project. However, we have a deep roster of additional construction managers and inspectors and can provide additional information if requested.

Related Experience



Key Personnel

	SWPPP/ Environmental	Traffic Control	Irrigation Specific Testing	Public Outreach	Utility Conflicts	Soil Amendments	Plant Establishment Period	Punchlist/ Warranty Work
Jason Balatti	✓	✓	✓	✓	✓	✓	✓	✓
Jared Elmore	✓	✓	✓	✓	✓	✓	✓	✓
Ramsy Hammoudeh	✓	✓			✓			✓
Rich Gordon	✓	✓	✓	✓	✓	✓	✓	✓

STAFF	CURRENT ASSIGNMENTS (% Commitment)	ANTICIPATED NEED ON PROJECT	AVAILABILITY FOR ASSIGNMENT
Liz Ellis	Town of Windsor Roundabout (10%)	10%	30%
Jason Balatti	City of SR - Pacific, Colgan, Garages - All complete by Feb. Place to Play Well (30%)	30%	50%
Jared Elmore	SR Garages 2020 Repairs - Complete in February	100%	100%
Rich Gordon	City of Clearlake - Sulfur Fire Roadway Repairs (50%) - Complete in April	50%	100%
Ramsy Hammoudeh	City of Clearlake - Sulfur Fire Roadway Repairs (50%) - Complete in April	50%	100%

LIZ ELLIS, P.E.
Principal-in-Charge & Project Manager



Education

B.S./Civil Engineering
San Francisco State University

Professional Registration

Civil/CA C50830

Professional Affiliations

ACEC/ASCE/CMAA Member

Business Awards

- 2020 Community Philanthropy Award Winner
- 2015 NBBJ Philanthropy Award
- 2007 & 2004 NBBJ Women in Business Award

Project Awards

- 2017 ASCE Outstanding Bikeways and Trails Project of the Year: **Jaguar Way/Windsor Road Bicycle and Pedestrian Improvements Project**
- 2016 ACEC Engineering Excellence Award: **Fort Bragg Coastal Restoration and Trail Project**
- 2011 ASCE Sustainable Technology Project of the Year & 2012 ACEC Engineering Excellence Award: **Laguna Force Main Replacement**
- 2011 ACEC Special Project of the Year: **Mark West Quarry Solar Panel Project**
- 2011 Santa Rosa Chamber of Commerce Bob Blanchard Leadership Award
- 2009 ASCE Outstanding Small Transportation Project of the Year: **Fort Bragg Downtown Streetscape**
- 2008 ASCE Riverfront Urban Transformation Project of the Year: **Oroville Riverfront Improvements**
- 2007, 2005, 2003 ACEC/CELSOC Engineering Excellence Design Award: **Pomo Bluffs Coastal Park, Pierson Reach Pathway, Cloverdale Main Street**
- 2005 ASCE Environmental Project of the Year Award: **Riverfront Regional Park**

Liz Ellis founded Green Valley Consulting Engineers in 1997 after spending 15 years in public and private sectors in pursuit of her vision to restore and enhance communities and the lives of their residents. Liz is a multiple award-winning, industry-recognized Project Manager who has led hundreds of Capital Improvement Projects – many Federally-Funded – to successful completion during her 20 years in all-local business. Liz personally monitors daily operations, performs overall quality assurance and control, leads public outreach efforts (as required), and serves as the 24/7 client contact on each of our construction projects. She is known for her innovative, sustainable, and cost-saving approach when it comes to design alternatives and field solutions. Her projects boast the industry recognition to prove it!

Related Project Management Experience

Highway 12 Corridor Improvement Project Phase II, Stage 2, County of Sonoma. (Construction Management & Inspection) \$6M construction project which rehabilitated State Route 12 within “The Springs” area of Sonoma County. Included roadway widening to accommodate a protected center turn lane, asphalt pavement replacement, traffic signal modifications, and the installation of curbs/gutters/ADA sidewalks, bidirectional, decorative street lighting, stormwater treatment devices, and pedestrian amenities. Challenges included finding and relocating a large number of existing underground utilities (electric, gas, cable, and AT&T); minimizing disruptions to adjacent commercial parking lots and driveways; public outreach for the scheduling/sequencing of work with stakeholders, nighttime paving operations, and daily field engineering. Required extensive Caltrans coordination and approvals.

Stony Point Road Reconstruction & Widening Project, Phases 1 and 2, City of Santa Rosa: (Overall Project Management, Surveying, Engineering Support, On-Call Construction Inspection) \$10M construction (\$32M total) project which improved this principal arterial roadway between Highway 12 and Hearn Avenue within Southwest Santa Rosa. Elements included complete pavement reconstruction w/ a fiber reinforced asphalt concrete to increase longevity, additional travel lanes, designated bike lanes on both sides of the street, new ADA sidewalks and curb ramps, traffic signal improvements at six intersections, landscaped median installation, street lighting enhancements, the construction of permanent sound/retaining walls, and the widening of an existing culvert bridge (Roseland Creek).

Jaguar Way/Windsor Road Bicycle and Pedestrian Improvements, Town of Windsor – Building Division: ASCE Outstanding Bikeways and Trails Project of the Year (Construction Management and Inspection) A Caltrans-administered “complete street” project funded by the One Bay Area Grant (OBAG) Program. Featured a new traffic signal at the main Windsor High School crossing frequented by 1,700 students daily, the addition of ADA sidewalks and ramps, crosswalks with pedestrian pushbuttons, green bike lanes, designated turn lanes, on-street parallel parking, and an HMA overlay w/markings and striping. Involved daily coordination with school administration for the safe student movement; adjacent Windsor Fire Station No. 2 for constant emergency vehicle movement; and the Town’s Public Works Department for staff activities. Developed temporary pedestrian/public transit detours and ADA measures.

Petaluma Boulevard South Road Diet Project, City of Petaluma: (Surveying, Civil Engineering & Landscape Design, Environmental Documentation, Traffic Engineering, Bidding & Construction Support) Re-configuration of approximately a half a mile of Petaluma Boulevard South, a major urban connector street extending through the heart of Petaluma. The ‘diet’ reduced a total of four traffic lanes to two and created a center two-way left turn lane to construct a complete street. Elements included pavement micro-surfacing with new striping/markings/markers, traffic signal modifications, and the installation of ADA curb ramps, audible pedestrian crossing signals, new crosswalk striping, bike lanes, street furniture and landscaping. Participated in City public outreach efforts to address community concerns and questions prior to construction.

Santa Rosa Avenue Widening, City of Santa Rosa: (Civil Engineering Design) The widening of Santa Rosa Avenue from Yolanda Avenue to Kawana Springs Road and a complete cross section asphalt overlay of Santa Rosa Avenue from Yolanda Avenue to the Baker/Colgan intersection. The design was initiated by the City and then “built upon” by GVCE, who then coordinated information throughout the project’s duration with City staff, management, and the materials testing laboratory. Elements included the development of horizontal and vertical alignments for the widened roadway and proposed utilities (water and sewer) as well as the “most cost-effective” structural section. GVCE also coordinated with a transportation subconsultant (WTrans Transportation) to complete traffic signal installations/modifications.

Farmer’s Lane Interchange : (Program/Project Management) Oversaw engineering and construction efforts for this high-profile roadway project. Efforts included an exhaustive public outreach and EIR study phase for a future 4-lane interchange on the east side of Santa Rosa. Responsible for overseeing and managing fifteen sub-consultants for the 2-mile long construction of a 4-lane major thoroughfare in South East Santa Rosa. Key to the project was balancing neighborhood concerns with developer goals while working with environmental considerations associated with surrounding wetlands, California Tiger Salamander habitat, and native Oak Tree corridors along with various waterway crossings.



Related Project Experience as Construction Manager, QCA

Emergency Well Pump Station at A Place to Play, City of Santa Rosa. This is a \$1.8M project converting the existing test well to an Emergency Groundwater Well, along with design and construction of a well pump station and appurtenances associated with the Emergency Groundwater Well at A Place to Play Park. Negotiated project suspension for needed redesign to mitigate.

Emergency Ground Water Freeway Well, City of Santa Rosa. Redeveloped and tested existing ground water well for future production. Project included the installation of temporary sound curtains for 24-hour pump tests.

Geyser Pipeline Expansion joints Replacement Project. This \$1M project replaced five (5) expansion joints on the Geysers Pipeline between Bear Canyon and Mayacamas pump stations on Pine Flat Road. The project dewatered one mile of pipe (approximately 200,000 gallons) to perform joint replacement. An expedited schedule was needed to supply water to Calpine Thermal Plant. This included coordination with three county water agencies.

Stony Point Road Widening and Reconstruction Project, Phase 2, City of Santa Rosa. This was the second and final phase of a \$32M, five-year, "intense" roadway project which transformed Stony Point Road (from Hearn Avenue to Sebastopol Rd.) into a four-lane boulevard. As a principal arterial in a residential setting, traffic controls were maintained 24/7 to ensure work zone safety and movement for all. Involved complete roadway reconstruction, additional travel lanes, a middle turn lane, new bike lanes in each direction, ADA sidewalks and curb ramps, retaining and sound walls, a landscaped median; street lighting enhancements, the widening of an existing culvert bridge, and utility work (water/sewer/storm/traffic signals). Despite numerous construction issues, maintained positive public relations through a full year schedule extension. Coordinated and supervised multiple/simultaneous crews, and night, shift, and weekend work. Phase 2 included a house relocation project, a Multimillion-dollar Rule20 overhead

to underground conversion which included AT&T, city street lighting, Cablecom, and PGE electric and gas distribution with high voltage transmission electrical pole and cable relocations.

Pacific Avenue Reconstruction from Humboldt Street and Montecito Avenue, City of Santa Rosa. This \$5M Project reconstructed Pacific Avenue between Humboldt Street and Montecito Avenue; curb ramps were reconstructed at all intersections to meet current accessibility standards. The sewer main was replaced on Pacific Avenue and a sewer main supporting 1320 North Street as well as a large section of the water main and services. Drainage improvements and the installation of Rectangular Rapid Flashing Beacon (RRFB) systems at King Street, Beaver Street and Elizabeth Way/Spring Street intersection.

Road Access Stabilization and Repairs for Tank R7, City of Santa Rosa. This \$1.5M project provided drainage improvements, road rehabilitation, and slope stability repairs and retaining walls along the Tank R7 access road and upgrades to the existing storm drain systems in portions of Yerba Buena Road and St. Francis Road to alleviate localized flooding risk. The project included a new storm drain system and telecommunications line installed beneath the access road, slope stability repairs, a vehicle turnaround area, and approx. 800 ft of retaining wall.

Other Related Experience

2002 - 2018 City of Santa Rosa Civil Engineering Technician III

- Design and Drafted Utility and Capital Improvement Plans. Produced estimates and specifications.
- Project construction inspection and administration for paving and roadway widening projects including utility upgrades and installations, traffic signal installation and modifications.
- Roadway widening, paving, West Steel lane Roadway Widening, West 9th Street Widening Street, Administration Drive Widening.

2018 - 2021 City of Santa Rosa Construction Quality Control Associate / Construction Manager

- Performed construct ability reviews of plans, specifications and estimates of CIP and Utility projects. Provided training and support to Field Inspectors in Stormwater inspections and reporting, and managed utility coordination.
- Provided mentoring and training to construction inspectors and Construction Managers both in house and consultants on City Standards, Plans, documentation and Specification interpretations, Storm Water BMP installation and maintenance, Reviewed contract payments, change orders, and other construction documents for accuracy and conformity.
- Construction Manager and Trouble shooter for CIP projects in the field when construct ability issues came up and, in the office, assisting Project Mangers with document reviews and management.

JASON BALATTI

Construction Manager



Jason entered the construction industry with a keen desire to build “cool things”. Prior to joining Green Valley, he spent almost a decade as a Cost Estimator and Project Manager with two leading North Bay general engineering contractors. It was there that he honed his technical and leadership skills and gained practical experience by working on large-scale Capital Improvement Projects. Jason is a recent Caltrans Resident Engineers Academy graduate and is current on all regulations pertaining to implementing, administering, and managing Federal and State-funded local transportation projects. He just successfully delivered the two annual/bi-annual pavement rehabilitation projects listed immediately below. As with all of our public roadway work, Jason was responsible for ensuring compliance with all applicable Caltrans Standard Plans and current CA MUTCD guidelines. Jason most enjoys achieving daily success given an often tough working environment. He brings his Contractor's mindset to each job, applying his many “lessons-learned” to achieve greater efficiency, higher quality, and increased safety in the field.

“It's been a busy summer and we could not have done it without the help of GVCE's CM Team. South Starr Road had enough hiccups to keep everyone busy. Our Construction Manager, Jason Balatti, was extremely helpful in solving the (many) unexpected field issues. We look forward to utilizing GVCE's CM Services on future CIP projects.”

*~ Jim O'Brien – Project Manager
Town of Windsor*

Education

B.S./Engineering Management
University of the Pacific

Contractor Experience

8 Years with Two Leading
North Bay General
Engineering Contractors
(NESSCO Construction &
Argonaut Constructors)

Training & Certifications

Caltrans Local Assistance

- Caltrans Resident Engineers Academy – Core Training in Federal and State Regulations

AASHTO Pavement Rehabilitation 2019 Series

- Hot-In-Place Recycling
- Cold-In-Place Recycling
- Full-Depth Reclamation
- Pavement Markings

California Stormwater Quality Association (CASQA)

- Construction General Permit Qualified SWPPP Developer (QSD-In-Training)

Construction Safety

- Heartsaver First Aid/CPR/AED (**Current**)
- Confined Space Entry Certificate: Northern California Engineering Contractors Association

Inspection Requirements

- ADA / Accessibility & Detectable Warning Systems: Complying with Government Guidelines

Organizations

- Active 20-30 Santa Rosa #50 (Serving Underprivileged Youth)
- Past President, Pi Kappa Alpha (Fraternal Leadership Program)

Related Project Experience

2018 Street Construction Improvements, City of Cotati. Management for the \$1.25M rehabilitation of varied-width pavements (avenues & courts) within the City's residential “L Section” just south of East Cotati Avenue. Included digout repairs, the use of two separate pavement treatments – Full Depth Reclamation (FDR) and a 2-inch Asphalt Concrete (AC) Overlay, the protection of attached curbs/gutters/sidewalks, fire hydrants, and storm drain structures, the field-fitting of existing curb ramps to ADA standards, wedge and conform grinding, in-street utility structure adjustments, the installation of speed cushions, pedestrian crosswalks at intersections, pavement striping and markings, hydrant markers, and pole signage. Coordinated with PG&E to mitigate unforeseen conflicts and proactively adjusted Inspector activity to maintain schedule. Completed with minimal punch list items and no construction claims. Ensured the implementation of a Traffic Control Plan which allowed for maximum detour notification for residents.

2017–2018 Pavement Preservation Project, Town of Windsor. Management of the Town of Windsor's Bi-Annual Pavement Maintenance Program which efficiently slurry-sealed (Type II) numerous streets, courts, and drives within three separate residential neighborhoods. Work involved existing striping removal crack sealing/digout repairs, and the installation of high-visibility crosswalks, fresh pavement striping and markings, and hydrant markers. Efforts included detailed and continuous school coordination to choreograph construction with student activities, adjustment of field operations to accommodate project expansion into three additional neighborhoods (per a low bid amount), and nightly updates to Town staff for accurate Public Relations purposes – social media and website updates. Navigated cold weather delays by prioritizing remaining street improvements. Completed in entirety in just eight short days.

South Starr Road Improvements Project, Town of Windsor. Management for the installation of a new 6-foot-wide, 581-foot-long Asphalt Concrete pathway along a heavily-travelled section of Starr Road (between Jaguar Way and Windsor River Road). It provides pedestrian safety for charter school students (see above), users of the local Keiser Community Park, and neighborhood residents traveling to/from the Town Square. Elements include roadway widening to accommodate a shared bicycle lane, ADA curb ramps, multiple driveway conforms, stormwater improvements (new pipes and manholes), new street lighting and signage, and pavement markings/markers to improve existing traffic flow. Multiple subcontractors and vendors needed to be strictly managed to achieve project success given a fast-track, 45-day schedule. As in the project above, public and crew safety required close oversight and well-coordinated traffic controls.

Seismic Upgrades and Improvements Phase 4 and Various Site Improvements, City of Santa Rosa. Management assistance for seismic and structural upgrades and site improvements for a total of six water storage tanks and pump stations. Involves upgrades to meet current seismic safety codes and requirements (R3, R7, & R12B), roof recoating (R6), security fence installation and electrical improvements (R12A), driveway approach upgrades (R12A), and gate and paving improvements (S1). Involves specialty inspections, a non-local Contractor (added GVCE work), City inter-Departmental coordination, soil remediation, tank containment during sandblasting/painting, and addressing unknown tank conditions.

2014 City of Lafayette Pavement Rehabilitation Program, City of Lafayette (while with Argonaut Constructors). Management (while with Argonaut Constructors) for the construction of this \$4 million dollar pavement overlay project which resurfaced Reliez Station Road – a major arterial – using cold-in-place recycling. Also included were digout repairs, the installation of new PCC curbs/gutters/sidewalks/driveways, Metal Beam Guardrail, vehicle detection loops, and pavement striping/markings/markers.

JARED ELMORE, QCSI

Construction Inspector



Jared was born into the construction industry, following in the footsteps of his brother, father, and grandfather who worked in the field as skilled tradesmen. Tradition aside, Jared says that he “would not anything else” as he most enjoys “working in a fast-paced, hands-on environment where no two days are ever the same”. Jared made the jump from Contractor to Consultant with the singular intention of ensuring that his clients receive nothing less than the quality, built-to-last products which they are paying for. Jared holds a Certified Project Management certificate from Sonoma State University which focuses on a project's lifecycle – initiating, planning, executing, monitoring and controlling, and closing. Since joining Green Valley, he has been working on one of our firm's largest and longest development projects: Vast Oak Subdivision.

“Jared has done a great job working with the contractor and sorting out the hectic scheduling.”

Town of Windsor,
Shiloh Left Turn
Construction

RELATED PROJECT EXPERIENCE

University District/Vast Oak Land Development Project Phase 2, City

of Rohnert Park. On-Call Construction Inspector for the fast-paced Phase 2 site development of the new Vast Oak subdivision by Brookfield Homes. Located just off of Rohnert Park Expressway, the large housing project will construct 1,645 residential units, 100,000 square feet of commercial space, and 20 acres of parks. Sitework consists of on- and off- site grading, the installation of public utilities, and the construction of surface streets, public parks and landscape improvements. Requires close coordination with the developer to efficiently incorporate all Plan revisions. Also requires coordinating the simultaneous activities of a multi-disciplinary contractor crews. Challenges to date include the lowering of a new water main to accommodate a change in site layout.

Kerry Road Bridge Improvements at University District Vast Oak Development, City of Rohnert

Park. On-Call Construction Inspector for the installation of a 60-foot-long precast slab, Load and Resistance Factor (LRFD) bridge over Hinebaugh Creek. Bridge elements include precast girders and integrated utilities – wet (water/recycled water) & dry (gas/electric). Required conformance with multiple environmental permits which restricted work within creek banks.

RELATED PROJECT EXPERIENCE (w/ Argonaut Constructors)

Substitute Foreman, Pipe Layer, and/or Punch List Supervisor for the following development projects. Work involved underground pipeline (Water, Sewer, Storm Drain) installation and testing and/or new pavement construction. Required close coordination with Construction Inspectors to achieve project compliance per all applicable standards.

Site Development for Various Residential and Commercial Subdivisions

- **Skyfarm at Fountaingrove, City of Santa Rosa.** High-end residential neighborhood of single-family homes which has been in continuous development since 1994. Challenges included steep terrain.
- **Varena Retirement Community at Fountaingrove, City of Santa Rosa.** High-end luxury retirement complex consisting of a three-story main building, 75,000 square feet of community space, two additional two-story apartment buildings, and detached homes. Challenges included steep terrain and the installation of miles-long, multi-level piping.
- **Skyhawk Community, City of Santa Rosa.** Hillside residential neighborhood consisting of single family homes within northeastern Santa Rosa. In phased development since 1994. Challenges included steep terrain.
- **Avila Ranch Subdivision, City of Petaluma.** New five-acre residential subdivision consisting of 21 single-family homes located Sonoma Mountain Parkway.

Rohnert Park Expressway Water Transmission Improvements, City of Rohnert Park. Construction of a 4,800-foot-long, 16-inch diameter, PVC DR18 water transmission main within the limits of the Rohnert Park Expressway from the Sonoma County Water Agency (SCWA) aqueduct to Snyder Lane. Included the installation of two pressure regulating stations, a metering station with radio telemetry, various types of pipeline connections to the existing main (tapping sleeve, tee, inline, and flange), all appurtenances, trench paving, and pavement re-striping. Challenges included working on a high-traffic-volume roadway in close proximity to schools – including Sonoma State University, coordination with SCWA, re-routed pedestrian traffic at intersections, and specialized electrical installations.

Education

Certified Project
Management Certificate:
Sonoma State University

Focused Experience

- 15 Years w/ Argonaut Constructors –
Leading North Bay
Engineering Contractor

Training & Certifications

AASHTO Pavement Rehabilitation 2019 Series

- Hot-In-Place Recycling
- Cold-In-Place Recycling
- Full-Depth Reclamation
- Pavement Markings

American Stormwater Institute (ASI)

- 2020 Qualified
Construction Stormwater
Inspector Course (QCSI)

Construction Safety

- Heartsaver First Aid/
CPR/AED (**Current**)
- OSHA HAZWOPER 40-hour
- Work Zone Traffic Control
- OSHA Confined Space

*“...Jared did a great
job and will be
welcomed back!”*

Steve Krauthaim
Novato Sanitation
District

RICH GORDON, L.S.I.T.

Construction Inspector



Rich Gordon has over 30 years of construction engineering and field experience. He has served as a Senior Engineering Technician, a Field Technician, Construction Estimator, Land Surveyor, and for the past 15 years, a Senior Construction Inspector. Rich has been Green Valley's mainstay on our Federally-funded roadway projects "up north" for almost a decade. Most recently, Rich successfully assisted in the delivery of many large-scale Caltrans standards, procedures and requirements as they pertain to work zone safety, documentation & recordkeeping, materials testing, and design and construction. He was previously commended by our client (the City of Clearlake) for "a job well done".

Related Project Experience

Education

Mendocino College
University of California Extension
AutoCAD Training

Focused Experience

- Over 30 Years of Practical Field Experience
- Federally-Funded Project Oversight
- Caltrans Construction Manual & LAPM
- Caltrans Reporting & Compliance Requirements
- Roadway Reconstruction & Rehabilitation
- Heavy Highway & Large Pipeline

Caltrans Seminars

- Resident Engineers Academy
- Construction Field Office Procedures
- Writing Contract Change Orders
- Preparation of Contract Special Provisions

Certifications

- Land Surveyor in Training (L.S.I.T.)
- Radiation Safety Officer (RSO)

Awards

- North Coast Public Works Employee of the Year: County Engineers Association of California (CEAC)

Additional Road Projects

- Arterial Roadway Rehabilitation, Lake County (\$3.1M)
- Asphalt Overlay Rehabilitation, County of Mendocino (\$4.3Mi)
- Solano Bike Lane Project, County of Solano (\$2.1M)

On-Call Construction Inspection Services for Caltrans District 1 Projects, Caltrop Corporation.

On-Call Inspection for various heavy-highway Caltrans Improvement Projects located within Mendocino and Lake Counties in District 1. The projects, which range in value from \$600K to \$17M, involve both day-and nighttime construction along major State Highways and U.S Highway 101. Elements include safety upgrades (roundabout construction and Metal Beam Guardrail installation); storm drainage system replacements/enhancements (culverts, pipes, downdrains, inlets, and rock slope protection); pavement maintenance (Rubberized Hot Mix Asphalt overlays, AC replacements and/or Full Depth Replacements); roadway widening; emergency highway repairs (Lake County "Valley Fire").

Highway 12 Corridor Improvement Project Phase II, Stage 2, County of Sonoma.

Inspection for this \$6M roadway improvement project which rehabilitated State Route 12 within "The Springs" area. Work included the construction of pedestrian and bicycle facilities, roadway widening, asphalt pavement replacement, the installation of curbs/gutters/ sidewalks, stormwater treatment devices, pedestrian level street lights, and traffic signal modifications. Challenges included traffic and emergency vehicle maintenance in a busy mixed-use area; adapting plans to fit field conditions; unanticipated "extra work"; multiple underground utility relocations (electric/gas/cable/AT&T); minimizing disruptions to adjacent parking lots & driveways; public outreach for the optimum scheduling/sequencing of work. Although not Federally-funded, highway improvements required extensive Caltrans coordination and approvals.

Dam Road and Old Highway 53 Safe Routes to School (SRTS) Projects, City of Clearlake.

Inspection for two Federally-funded, Caltrans-administered SRTS projects which improved roadway accessibility and security for many Lake County students. Work included roadway widening, restriping, and signing to accommodate Class II bike lanes, the installation of paved bus turnouts, and tree removal. All work was performed in accordance with a Caltrans ESA Action Plan. Commended by the client for a "job well done".

Olympic Drive and Old Highway 53 Street Maintenance Project, City of Clearlake. Inspection for this Federally-funded, Caltrans administered street maintenance project which rehabilitated approximate half of Olympic Drive and all of Old Highway 53 in the City of Clearlake. Improvements to these designated "main" roads included AC digout repairs (Olympic Drive) and asphalt overlay (Hwy. 53).

ARRA Collector Street Rehabilitation, City of Clearlake. Inspection for this Federally-funded, Caltrans-administered project which reconstructed Burns Valley Road (a major collector) and Austin Drive. Work included digout repairs, utility structure adjustments, and new pavement striping/markings/markers.

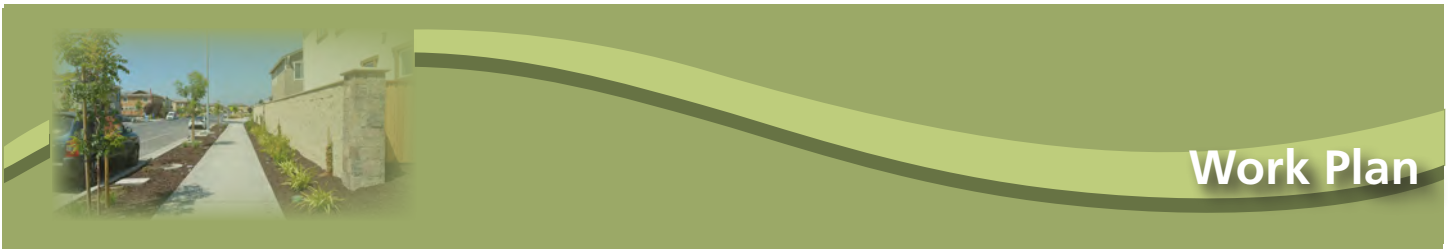
Lakeshore Drive/San Joaquin Avenue Emergency Relief Project, City of Clearlake. Inspection for this Federally-funded, Caltrans-administered roadway project which reconstructed and widened the (three-way) Lakeshore Drive/San Joaquin Avenue intersection. Work included digout repairs and new pavement striping, markings, and markers.

South Dora Street Rehabilitation, City of Ukiah. Inspection for this Federally-funded, Caltrans administered roadway project funded by the American Recovery and Reinvestment Act (ARRA). Work involved roadway reconstruction, new curbs, gutters, sidewalks, ADA compliant pedestrian curb ramps, and pavement markings and striping.

Realignment of Gobbi Street/Oak Manor/Babcock Lane Intersection, City of Ukiah. Inspection for this intersection improvement project which aligned Oak Manor Drive with Babcock Lane to create a standard four way, 90 degree intersection. Work also included the construction of new sidewalks with ADA compliant pedestrian curb ramps, the installation of two new precast concrete bridges with an asphalt concrete overlay, and new striping and signage.

"I want to thank Green Valley's Construction Management and Inspection team (Rich and Gene) for their work on our SRTS Projects and Caltrans assistance. I really could not have done it without them. The Caltrans audit/review came out very well. My appreciation for a job well done."

~ Bob Galusha
Former City Engineer
City of Clearlake



Work Plan

Work Plan

The Fire Damaged Roadway Landscaping Project (Project) will rehabilitate the median and planter strip areas damaged in the 2017 Tubbs fire, which caused widespread devastation in both the Coffey Park and Fountaingrove areas. This project will remove fire-damaged irrigation components and restore landscaping along these well-traveled roads. In addition, the Fountaingrove area will receive new slope planting, which will protect the hillsides from ongoing erosion. With our extensive experience with similar projects, Green Valley Consulting Engineers provides the City with the most reliable means to ensure successful Project completion.

When managing these projects, it is essential to have an in-depth knowledge of the irrigation requirements for the different planting zones throughout the project.

Understanding water pressure needs, flow rates, coverage, and overspray monitoring will ensure that the completed irrigation system is effective and water efficient. Our onsite inspector will work proactively with the Contractor to make sure any issues are addressed before the Landscape Architect reviews the project.

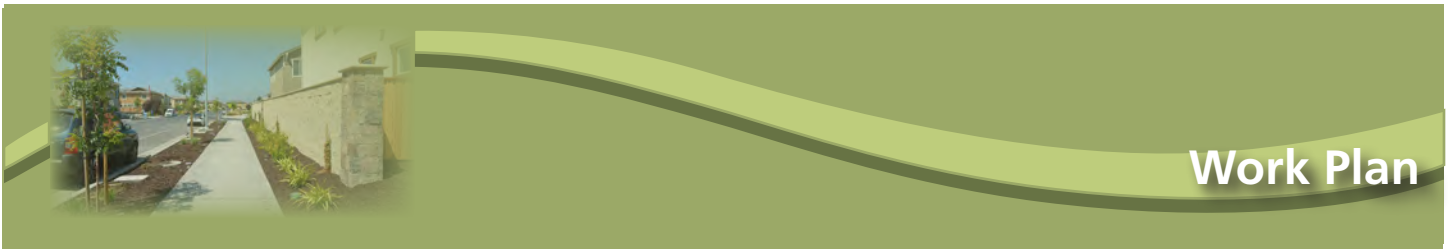
With work occurring adjacent to live traffic, the focus must be given to the Contractor's traffic control plan (TCP). The Contract requires that one lane of traffic must be maintained in both directions on Fountaingrove. Occasionally holding of traffic, up to 15 minutes, is allowed with flaggers for equipment unloading, etc. Properly placed advance traffic control signage will be critical for safety for the Contractor and the traveling public. Our team will review the contractors proposed TCP, ensuring it addresses pedestrian control, material hauling, contractor access and emergency vehicle access. More importantly, our team will ensure that this plan is in place every working day during construction. Additionally, we will ensure the work site is secured after hours and there are no hazards present to the public.

At the Project's onset, our team will take a detailed inventory of all existing trees and protect them. Attention will be made to these trees' conditions and that tree protection fencing is installed before any work occurs in the area. This will ensure that when the Project is being reviewed for completion, any contractor-caused damage can be reported and remedied.

Additionally, this Project calls for the removal of many existing, mature trees. The removal of trees will require bird nest monitoring, which may be a requirement of the contractor. Green Valley can provide a qualified biologist to complete this work if requested. We have had a recent experience with nesting

Critical Issues

- An accurate and irrigation zone map is maintained, then delivered to the City.
- Ensure trenches are not left open overnight next to pedestrian paths of travel.
- Traffic control plans need to be applied to daily variations in work.
- Ensure two way traffic on Fountaingrove is maintained, and that temporary holds do not exceed 15 minutes.



bird surveys on our Colgan Creek Rehabilitation project and will apply that knowledge to this project. If nesting birds are discovered, we will ensure the biologist establishes the exclusion zone.

Another common issue with this type of project is damage to the existing irrigation system. While the contract calls for removal and replacement of many irrigation components, the contractor will likely cause damage outside the work area. Heavy equipment traffic, combined with material storage, typically causes leaks in an irrigation system. Our inspector will conduct a review of the condition of the existing systems and will ensure that no leaks are present at completion. Pressure testing is commonly used to discover any subterranean leaks in a system.

The materials testing and construction staking will be performed by and coordinated with City staff. Additionally, Green Valley will be present at all hand off meeting with the City’s maintenance crews. Courteous, prompt, and timely notification to both the immediate and nearby residents will be a requirement and regular and consistent communication with the City staff on the progress of the Project. Finally, we will be work closely with the City’s designated project manager for any RFI’s that come up and will be responsible for coordination with the utility companies on any unforeseen relocation or adjustment of their facilities.

PROJECT SCHEDULE

We have prepared a project schedule showing an approximate method that the Contractor may take to perform the work within the 231 working days specified in Contract documents, plus the 90-calendar day plant establishment period. We can staff the Project and complete the work within the published working period of April 2022 to May 2023.

“I want to extend our deep appreciation to Sean, Charlie, and Gene for their outstanding commitment, work ethic and the professional manner they continue to demonstrate on the Stony Point Road Widening Project and for the many hard nights that they have spent inspecting the paving operations. I also want to thank you for your support by adjusting your staffing commitments and maintaining inspection continuity despite the extended construction schedule. Green Valley has been a great partner with the City on this project, and we thank you!”

– Lori Urbanek, P.E. / Deputy Director at City of Santa Rosa Public Works

ID	Task Name	Duration	Start	Finish	Mar	Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023		
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	C02300 Fire Damaged Roadway Landscaping	291 days	Mon 4/4/22	Mon 5/15/23																
2	Coffey Park Area	132 days	Mon 4/4/22	Tue 10/4/22																
3	Mobilization	5 days	Mon 4/4/22	Fri 4/8/22																
4	Install DI Protection	3 days	Mon 4/11/22	Wed 4/13/22																
5	Remove Trees & Stump Grind	10 days	Thu 4/14/22	Wed 4/27/22																
6	Clear & Grub	10 days	Thu 4/28/22	Wed 5/11/22																
7	Install New Irrigation Services	2 days	Thu 5/12/22	Fri 5/13/22																
8	Install Irrigation Mainline	8 days	Mon 5/16/22	Wed 5/25/22																
9	Install Laterals	10 days	Thu 5/26/22	Wed 6/8/22																
10	Test Irrigation	4 days	Thu 6/9/22	Tue 6/14/22																
11	Amend Soil	5 days	Wed 6/15/22	Tue 6/21/22																
12	Install Trees	2 days	Wed 6/22/22	Thu 6/23/22																
13	Install Shrubs	10 days	Wed 6/22/22	Tue 7/5/22																
14	Complete Irrigation with Drip System	5 days	Wed 7/6/22	Tue 7/12/22																
15	Install Irrigation Controllers	2 days	Wed 7/13/22	Thu 7/14/22																
16	Install Mulch	5 days	Wed 7/6/22	Tue 7/12/22																
17	Landscape Establishment Period	60 days	Wed 7/13/22	Tue 10/4/22																
18	Fountaingrove Area	286 days	Mon 4/11/22	Mon 5/15/23																
19	Mobilization	5 days	Mon 4/11/22	Fri 4/15/22																
20	Install DI Protection	5 days	Mon 4/18/22	Fri 4/22/22																
21	Remove Trees & Stump Grind	15 days	Thu 4/28/22	Wed 5/18/22																
22	Clear & Grub	30 days	Thu 5/19/22	Wed 6/29/22																
23	Install New Irrigation Services	8 days	Thu 6/30/22	Mon 7/11/22																
24	Install Chases	5 days	Tue 7/12/22	Mon 7/18/22																
25	Install Irrigation Mainline	30 days	Tue 7/19/22	Mon 8/29/22																
26	Install Laterals	20 days	Tue 8/30/22	Mon 9/26/22																
27	Install Irrigation Pumps	10 days	Tue 9/27/22	Mon 10/10/22																
28	Test Irrigation	8 days	Tue 10/11/22	Thu 10/20/22																
29	Amend Soil	30 days	Fri 10/21/22	Thu 12/1/22																
30	Install Trees	10 days	Fri 12/2/22	Thu 12/15/22																
31	Install Shrubs	30 days	Fri 12/2/22	Thu 1/12/23																
32	Complete Irrigation with Drip System	15 days	Fri 1/13/23	Thu 2/2/23																
33	Install Irrigation Controllers	5 days	Fri 2/3/23	Thu 2/9/23																
34	Install Mulch	12 days	Fri 2/3/23	Mon 2/20/23																
35	Landscape Establishment Period	60 days	Tue 2/21/23	Mon 5/15/23																
36	Punchlist	3 days	Tue 2/21/23	Thu 2/23/23																



SCOPE OF SERVICES

- Construction Management
- Construction Inspection



Sunrise Park Athletic Field and Park Improvements Phase 1 & 2

City of Rohnert Park

Green Valley provided Construction Management and Inspection for this two-phase project which is making acres of field renovations at this neighborhood park located on the busy northwest corner of Snyder Lane and Rohnert Park Expressway. The project included the installation of soccer bleachers on concrete pads – two sets of five-row (spectators) and a single-row (players), new five-foot-wide asphalt walkways, the replacement of natural grass fields with all-weather synthetic turf, the installation of a new scoreboard and 70-foot-tall energy-efficient sports (flood) lighting poles. The new turf field was installed atop the existing grass field to maintain surface drainage patterns and to eliminate the complicated relocation of the subsurface irrigation system. Work included site stripping to remove vegetation and debris, tree removal and protection, lime treatment to stabilize native clay soils, about 1,600 SF of paving, self-treating landscaped areas, and underground infiltration trenches with perforated pipe and storm drain rock. The project was designed for small-footprint construction and was completed over the winter so as not to disrupt sports scheduling. Due to the large volume of earthwork during the “rainy season”, weather and stormwater compliance monitoring was paramount.

Phase 2 of this project was completed under a Capital Improvement Project. This phase installed pathways, security fence around the field, water fountain, parking lot overlay and various ground coverings. In order to expand the area with landscape ground coverings, a Contract Change Order to change sod to seed was negotiated between the City and Contractor.

Construction Details - Phase 1

Contractor: OC Jones & Sons

Constructed: October 2018 - May 2019

Engineer's Estimate: Privately Funded

Construction Cost: \$1,200,000 (Estimate)

Construction Details - Phase 2

Contractor: Siri Grading & Paving

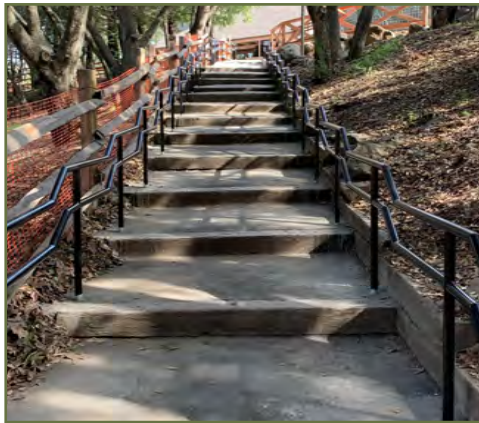
Engineer's Estimate: \$709,425.00

Construction Cost: \$764,465.00

REFERENCE

Mary Grace Pawson
Director of Development
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

tel:
t. (707) 588-2232
e-mail:
MPawson@rpcity.org



SCOPE OF SERVICES

- F/T Construction Inspection
- F/T Construction Management



Howarth Park Improvements Project

City of Santa Rosa

The Accessibility Improvements to Howarth Park project upgrades high-profile attractions at one of the City's most visited parks. Accessible pathways were created for compliant passage to the carousel, train, horse ride and animal barn. Along with this, the picnic area adjacent to the carousel was also upgraded with new tables, irrigation, and sod. Work was scheduled to be completed during the winter months, avoiding the popular summer camps. To successfully complete this, constant monitoring of forecasted weather conditions and the effectiveness of stormwater BMPs was imperative. Special coordination was also required with the refurbisher of the existing carousel (under separate contract) to confirm all dimensions and electrical connections were exactly where required. All construction was completed while the park was still in use. This required extra attention to the safety of the surrounding pedestrians while equipment and materials were delivered to the project. Tight access also required thorough documentation of the existing condition to prevent any disagreements about damaged improvements caused during the project construction.

Construction Details

Contractor: M3 Integrated Services

Constructed: October 2019 - May 2020

Engineer's Estimate: \$849,000.00

Construction Cost: \$901,800.00

REFERENCE

Ms. Camron MacDonald
*Facilities Planning
Coordinator
City of Santa Rosa*

tel:
t. (707) 543-3769
e-mail:
cmacdonald@srcity.org

69 Stony Circle
Santa Rosa, CA 95401



The Playground Features New Equipment, a Rubberized Surface, Decorative Seatwalls, & Picnic Areas.



Concrete Pathway w/ Engraved Bricks.



Drainage Installation.



Grand Opening – March 8, 2017.

SCOPE OF SERVICES

- Construction Management
- Construction Inspection

COST-SAVINGS & A BETTER PRODUCT

Green Valley's CM Team coordinated with the Contractor in the field to rework the site's subsurface drainage design.

GVCE eliminated the original sump pump scenario by installing larger, slotted HDPE pipe which tied directly into an existing storm drain. This provided the Town with a more reliable and maintenance-free system, free of problematic overflows.



Town Green Playground Improvement Project

Town of Windsor Parks and Recreation Department

Green Valley Consulting Engineers performed the construction management and inspection for the renovation of this high visibility/high traffic playground which serves as the "heart" of the Town of Windsor. Centrally located in Old Downtown Windsor, the "Town Green Playground" serves residents of the surrounding neighborhoods, the general public during community events, local preschools, and patrons from adjacent businesses and restaurants. Now, the site embraces children and families of all ages and abilities. New features include: an eco-friendly, ADA accessible, poured in place rubber surfacing manufactured from recycled tires; new PlayCore structures with all-inclusive play elements such as the "Merry-Go-All"; concrete seatwalls decorated with 144 custom tiles hand-painted by local children; a new concrete pathway highlighted by personalized commemorative bricks; improved sidewalks; subsurface drainage and irrigation systems, and decorative metal work – park benches and bike racks which incorporate the Town logo. Original play equipment was relocated to nearby Lakewood Meadows Park for future installation.

Construction challenges included leveling large play structures on a surface which needed to be sloped for drainage and ADA accessibility, tightly modifying seatwall elevations to accommodate tiles, and minimizing costs associated with add-on work and quantity overruns (due to actual field conditions). Finally, GVCE coordinated with the Contractor to field engineer a more reliable, and maintenance-free drainage design for the Town (see green bar for details).

Construction Details

Contractor: Fieldstone Construction Co.

Constructed: March 2017

Engineer's Estimate: \$221,113

Construction Cost: \$270,000

REFERENCE

Olivia Lemen
Management Analyst
Town of Windsor
9291 Old Redwood Hwy.
Building 300D
Windsor, CA 94928

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e-mail:
OLemen@
townofwindsor.com



Windsor Town Green Playground



Keiser Bathroom Install



Michael A. Hall Playground

Windsor Community Playground & Park Renovations

Town of Windsor Parks & Recreation Dept.

Green Valley was requested by the Town of Windsor to provide Construction Management and Inspection for renovations on two community playgrounds (the central Town Green & Michael A. Hall Playgrounds) and the addition of a pre-manufactured restroom building at Keiser Community Park. GVCE's CM Team approached each project with safety and accessibility at the forefront as each was intended to service children and families of varying ages and abilities. Each was located within a unique Town setting – the downtown retail core, the largest community park, and an elementary school/residential neighborhood. Special consideration was given to leveling large playground structures on sloped (to drain) ground while maintaining precise ADA tolerances, pre-measuring to verify the accuracy of site layouts which needed to "fit" seamlessly into a built setting, creating positive surface drainage for the protection of new rubberized surfacing or concrete foundations, the provision of adequate fall protection, and the certification of aesthetic elements, colors and materials.

GVCE's CM Team drew from experience to implement time- and cost-efficient design alternatives, preempt costly errors and omissions, and provide the high level of detail required to make all three of these spaces, safe, comfortable, and inviting. Efforts included field engineering a lower-maintenance drainage system, ensuring accurate site transitions through site re-survey and third-party design coordination, minimizing add-on work resulting from unexpected conditions, and field accommodating all desired aesthetic elements (artwork & furnishings). Ribbon cutting for the Town of Windsor Playground, in particular, was especially momentous as it realized four-years of public planning and outreach.

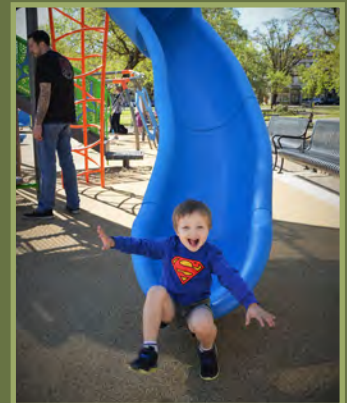
REFERENCE

Olivia Lemen
Management Analyst
Town of Windsor
9291 Old Redwood Hwy.
Building 300D
Windsor, CA 95492

tel:
t. (707) 838-5383
e-mail:
OLemen@
townofwindsor.com

SCOPE OF SERVICES

- Construction Management
- Construction Inspection



Keiser Park Bathroom Install

CONSTRUCTION DETAILS

Contractor: Siri Grading & Paving
Constructed: July - Sept. 2017
Engineer's Estimate: \$153,000
Construction Cost: \$157,000

Michael A. Hall Playground

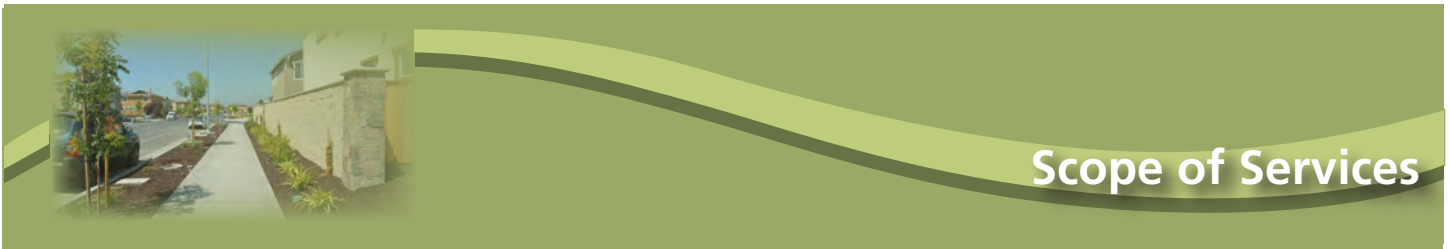
CONSTRUCTION DETAILS

Contractor: Fieldstone Construction
Constructed: Oct 2018 - April 2019
Engineer's Estimate: \$247,000
Construction Cost: \$263,000

Town Green Playground

CONSTRUCTION DETAILS

Contractor: Fieldstone Construction
Constructed: March 2017
Engineer's Estimate: \$221,113
Construction Cost: \$270,000



Scope of Services

The following scope of services complements the outlined role of an inspection team defined in the publication issued by the APWA "Management of Public Works Construction Projects" and is not intended to replace, or repeat, that document. In addition, the City of Santa Rosa has developed a strong standard of care that our team has met on every assignment. Our services will include coordinating the Contractor, the City's Survey section, Materials Testing Lab, and Environmental Services team for the needed construction staking, materials testing, and biological surveys.

Task No 1 - Pre-Construction Meeting & Photos

Pre-construction services will include logistics, coordination, and pre-construction meeting with the Contractor, City, utility companies, City Fire & Police, special inspectors, and any other project stakeholders that the City would like to invite. Prior to the pre-construction conference, Green Valley will review the contract documents for relevant discussion points such as pedestrian and public safety, tree and landscape protection, traffic control issue, day/night work schedules, contingency plans for issues for returning lanes to traveling public.

The meeting will provide the project team members the opportunity to convey their agendas and concerns. We will discuss project safety and schedule and establish a public relations program to be implemented by the Contractor and our team for notification to residents and businesses as well as to address the general public's questions and concerns. Pre-construction services that Green Valley will include:

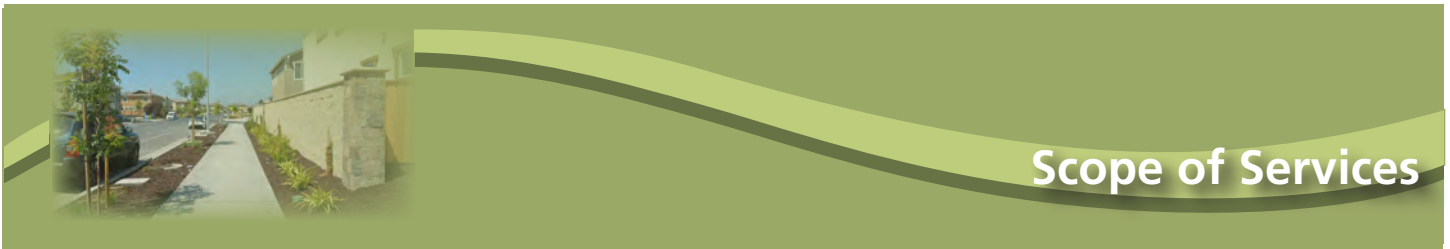
- Produce pre-construction conference invitations, agenda items, and meeting minutes. Agenda items include lines of communication, public relations, pedestrian and site safety, submittals, change procedures, payments, progress schedules, contract time, requests for information, and other applicable items, including that of minimizing impacts to the neighborhoods during construction
- Pre-construction digital photos and video of the project site, emphasizing surrounding heritage trees to hold contractor responsible for any tree damage.
- Set up the project files in accordance with the City's standard formats for administration.
- Develop and distribute a project submittal log and discuss "order of work" requirements

Task No. 2 - Submittal Management

At the pre-construction conference we will provide the Contractor with a submittal log of the required submittals and due dates that will keep the project on schedule. Submittals will be stamped, logged

Project "Hot" Buttons

- Accurate Irrigation Maps are Maintained
- Soil Amendment Application Rates
- Spacing for Shrubs
- Tracking quantities for payment
- Proactive communication with Landscape Architect about their involvement



Scope of Services

on a monthly basis. Other important tasks of the on-site inspector include public relations, safety, and keeping the CM/City informed of work progress.

Green Valley will monitor the Contractor for compliance with any permits and the contract documents. We will recommend a course of action to the City if the Contractor does not meet the required measures.

Task No. 5 - Requests for Information (RFI)

The Contractor will be required to submit all Requests for Information (RFI) in writing. Green Valley's Construction Manager will generate an RFI form that has the request or question on top and the Construction Manager's answer on the bottom. There will be some cases where the Construction Manager will need to consult with the City representative and designer. The CM will ensure that the Contractor receives a timely response – 2 days maximum. If the RFI results in a change order, it is linked into the change order log. The Construction Manager will generate an RFI log that lists the "Ball-in-court", status, description, and if the RFI results in a potential change order. It should be noted that most questions or issues can be resolved at the progress meetings.

Task No. 6 – Construction Management

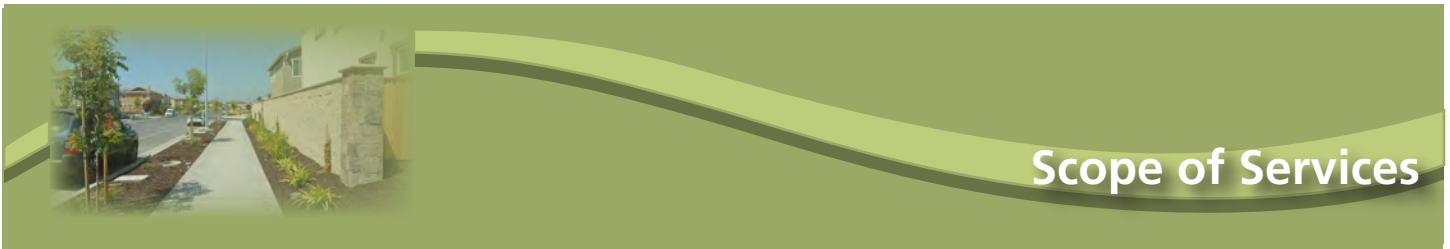
The Construction Manager team will take responsibility for the oversight of the Project and ensure that the construction and contract administration is performed in compliance with the project plans and specifications. They will be responsible for the following items, at a minimum:

- Project progress
- Progress meeting facilitation
- Weekly and monthly inspection and management summary reports
- Monthly Pay Requests
- Collecting and qualifying required payroll certifications



Task No. 7 - Change Order Management

In addition to reviewing the bid documents and field conditions, our Construction Manager will use RFI Logs, Field Directive Logs, Potential Change Order Logs, meeting minutes, and discussions with City representatives, to determine if a Change Order (CO) is warranted. If a change order is warranted, our Construction Manager will facilitate negotiations between the Contractor and the City to produce the best construction method at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate to ensure it is reviewed. The Construction Manager will also determine if added contract time is warranted as a result of the change order. The change order format will follow City standards, with the appropriate City, Contractor and Green Valley signature lines. A



Change Order Log is created that shows Change Order number, description, status, approved date, start and completion dates and cost.

Task No. 8 - Payment Management

The Construction Manager will request a breakdown of lump sum bid items from the Contractor if required by the contract specifications. The Construction Manager will check if there are maximum bid amounts for certain lump sum items and the requirements regarding payment for materials on hand. Green Valley’s inspector will field measure and record quantities of work and materials and change order pay records and turn in to the Construction Manager. On a monthly basis, Green Valley will check quantities and prepare and process payment recommendations to the City using City approved formats and submit hardcopies for approval.

Task No. 9 - Progress Meetings

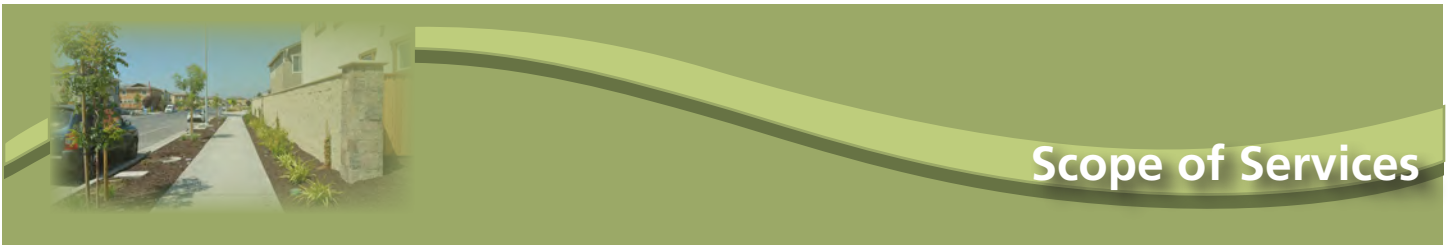
Green Valley will conduct utility coordination meetings (as required) and weekly progress meetings, including preparing of invitations, agenda, and minutes. The progress meetings will include discussions of progress schedules, delays to the work, changes, pay estimates, public relations, safety, landscape protection measures, submittals, RFI’s and other critical issues. We will always work to foster honest, open communication at these weekly meetings which helps resolve of any disputes and/or potential claims.

Task No. 10 – Public Relations & Notifications

An approved upon Public Relations (PR) program should be implemented at the start of the project that outlines the roles and responsibilities of the various team members. A successful PR program will address the various questions and concerns of both the adjacent residential and businesses as well as keeping public officials and stakeholders apprised of key project construction details throughout the life of the project. Services will be a combination of the following:

- Prepare and distribute public notification to Police and Fire via the designated Public Safety representative(s), United States Post Office, Waste Management company, local Schools, Transit companies and others as required;
- Prepare information for press releases as required;
- Log and respond to any complaints in a timely manner;
- Record the Contractor’s activities related to public safety, public convenience, and ensure that the Contractor provides the required notifications.





We feel it would be the interest of everyone that the immediate project limits be walked at the start of the assignment with a door to door “meet and greet” of City representative and our CM/Inspection team. We would review key schedule milestones, impacts to individual yards, and leave contact numbers in case of emergencies, concerns, etc. While this may take time up front, we believe it will pay off during the construction period.

Task No. 11 - Reporting

All communication will again comply with the City’s issued guidelines. Communication, both verbal and written will be critical to this Project’s success, starting with internal communications between the City staff and the Green Valley team. It is critical the City’s designated Project Manager always be informed of any items relating to public outreach and public relations, progress of the work and the budget. We are committed to this process and will document all construction issues with the following reports:

- Progress Meeting Minutes
- Daily email update of the day’s progress and issues (upon request)
- Weekly summary of daily inspection dairies with photos
- Weekly statement of working days
- Weekly Construction Summary (if desired)
- Monthly Status Report
- Status of construction on a weekly basis in format to allow posting to the City’s website

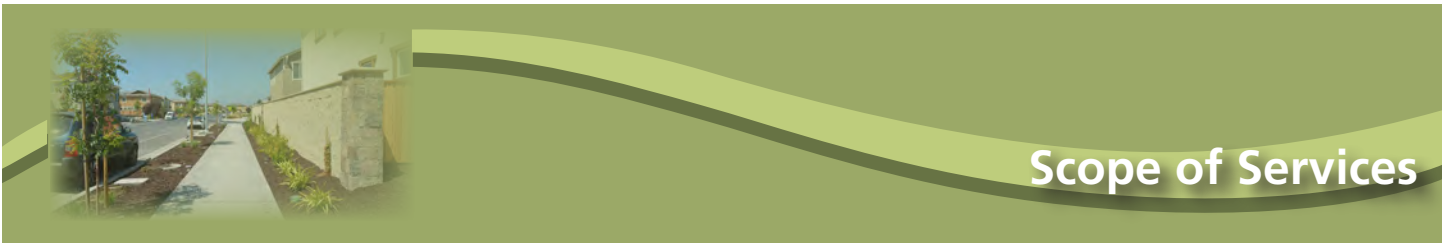
The Monthly Status Report will provide the City with information on construction activities for the month, change order cost summary, pay estimate cost summary and contract time summary.

The Construction Manager/Inspector will be in contact with our Inspector daily and will copy the City’s designated Project Engineer via email on all critical issues as they happen. We will take the lead from the City representative as to the frequency and format of communication desired.

Task No. 12 - Conflict Resolution and Claims Avoidance

Green Valley has a standard procedure to help prevent claims from being filed and resolve conflicts during construction to keep the additional costs down and minimize City staff involvement in the project.

We will resolve conflicts quickly by keeping the lines of communication open as well being honest and responsive with the Contractor. In Green Valley’s opinion, the most important meeting to foster communications and to resolve conflicts quickly is the progress meeting. We have found that most conflicts (or just RFI’s) can be thoroughly discussed and defused at these meetings. The key is to foster an on-going, working relationship with the Contractor at start of project and remain professional in these conversations.



Suppose we cannot facilitate negotiation of a resolution to a dispute and receive a Notice of Potential Claim from the Contractor. In that case, we will be ready to support the City’s position. Green Valley maintains accurate and thoroughly documented project information as backup for claim resolution. Green Valley will continue to facilitate negotiations while tracking and logging all correspondence, as-built progress schedules, and other backup documentation.

We have exceptionally experienced claims analyst personnel on staff with years of experience gained working directly for large scale Contractors in the same capacity. This depth of experience gives our clients, and project teams the knowledge to know exactly what a legitimate claim is and what a true and fair price for compensation is. Our staff members are extremely knowledgeable of contract law giving us an excellent negotiating stance for the City’s benefit.

Task No. 13 – Closeout & Record Drawings

We will work with the City and the Contractor to keep a “record set” of drawings to document changes and as-built conditions of the original construction documents.

Once construction is completed to the satisfaction of the City, we compile all pertinent files and related information and submit to the City for their permanent records. We will coordinate with the Inspector to furnish the City the following:

- Record drawings
- Project Photos
- All contract files and records
- Electronic files in CD format



January 5, 2022

FEE PROPOSAL FOR

Request For C02300 - Construction Management and Inspection Services for FIRE DAMAGED ROADWAY LANDSCAPING PROJECT

City of Santa Rosa
Transportation and Public Works Department



335 Tesconi Circle
Santa Rosa, CA 95401
Tel: 707.579.0388
www.gvalley.com



Project Staffing and Fee Proposal

Our fee estimate is based on 231 working days per the City's RFP. We have allowed a part-time construction manager for approximately 3.0 to 3.5 hours a day and a full-time inspector. We do not anticipate the need for additional inspectors at any time on this contract nor any overtime due to both the scope of work (minimal paving) and the more remote locations of the parks (no heavy vehicular traffic).

We have allotted additional time at the start-up and close-out of the project to allow for file set-up and transition of files and paperwork at the end of the assignment and give the inspection team time to perform pre-construction photos, videos, and become familiar with the plans and specifications.

We do not anticipate that significant Public Outreach will be needed on this project. We will support our team as needed in this area by reaching out to those residents directly adjacent to the site and will monitor localized traffic as necessary to assist. We can provide written notices that enhance and complement those provided by the Contractor delivered to the residents and businesses by hand walking. In addition, we will field all calls from the public to allow our CM and inspection team to focus on the critical work they are responsible for with the Construction team.

Detailed Fee Estimate for Construction Management & Inspection



Client Name: City of Santa Rosa

Project Description: C02300 Fire Damaged Roadway Landscaping

Date: January 5, 2022

Fees Below are Valid from January 5, 2022 through June 30, 2022

Classification:	Project Manager	Construction Manager	Construction Inspector	Construction Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	
Hourly Rates:	\$200	\$225	\$160	\$180	\$80				Remarks
Task 1 - Pre-Construction Meeting & Start up	16	40	24		24		104	\$17,960	
Task 2 - Submittal Management		32					32	\$7,200	
Task 3 - Schedule Management		8					8	\$1,800	
Task 4 - Daily Field inspection & Documentation	32		496	20	20		568	\$90,960	Based on 62 working days this period - no night work
Task 5 - Requests for Information (RFI)		24					24	\$5,400	
Task 6 - Construction Management	16	80			16		112	\$22,480	Based on 3.5 hrs/day for CM for 62 days
Task 7 - Change Order Management		16					16	\$3,600	
Task 8 - Payment Management		24					24	\$5,400	Based on 4 pay estimates
Task 9 - Progress Meetings		20					20	\$4,500	Based on weekly progress meetings
Task 10 - Public Relations and Notifications		16					16	\$3,600	
Task 11 - Reporting							0	\$0	
Task 12 - Claims Avoidance & Conflict Resolution (T&M As Needed)							0	\$0	
Task 13 - Closeout & Record Drawings							0	\$0	
Vehicle - Inspector						\$5,400		\$5,400	Vehicle charge of \$10/hr
Hours Subtotal	64	260	520	20	60	\$5,400	924	\$168,300	Subtotal 12/14/22 - 6/30/23
Cost Subtotal	\$12,800	\$58,500	\$83,200	\$3,600	\$4,800				

Detailed Fee Estimate for Construction Management & Inspection



Client Name: City of Santa Rosa

Project Description: C02300 Fire Damaged Roadway Landscaping

Date: January 5, 2022

Fees Below are Valid from January 5, 2022 through June 30, 2022

	Project Manager	Construction Manager	Construction Inspector	Construction Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	
Classification:									
Hourly Rates:	\$200	\$225	\$160	\$180	\$80				Remarks

Fees Below are Valid from July 1, 2022 through June 30, 2023

	Project Manager	Construction Manager	Construction Inspector	Construction Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	
Classification:									
Hourly Rates:	\$225	\$225	\$165	\$185	\$80				Remarks
Task 1 - Pre-Construction Meeting & Start up							0	\$0	
Task 2 - Submittal Management							0	\$0	
Task 3 - Schedule Management		42					42	\$9,450	
Task 4 - Daily Field inspection & Documentation	64		1352	24	64		1,504	\$238,560	Based on 169 working days this period
Task 5 - Requests for Information (RFI)		80					80	\$18,000	
Task 6 - Construction Management	24	300			16		340	\$73,580	Based on 3.5 hrs/day for CM for 169 days
Task 7 - Change Order Management		32					32	\$7,200	
Task 8 - Payment Management		32					32	\$7,200	Based on 9 pay estimates
Task 9 - Progress Meetings		80					80	\$18,000	Based on weekly progress meetings
Task 10 - Public Relations and Notifications		30					30	\$6,750	
Task 11 - Reporting							0	\$0	
Task 12 - Claims Avoidance & Conflict Resolution (T&M As Needed)							0	\$0	
Task 13 - Closeout & Record Drawings		40	40				80	\$15,400	
Vehicle - Inspector						\$16,500		\$16,500	Vehicle charge of \$12/hr
Hours Subtotal	88	636	1,392	24	80	\$16,500	2,220	\$419,920	Subtotal 7/1/22 - 6/30/23
Cost Subtotal	\$19,800	\$143,100	\$229,680	\$4,440	\$6,400				

Hours Total	152	896	1,912	44	140	\$21,900	3,144	\$588,220	Total Not to Exceed
Cost Total	\$32,600	\$201,600	\$312,880	\$8,040	\$11,200				

Contingency (10%)	\$ 58,822.00
Grand Total	\$ 647,042.00

*The use of contingency fund is at City's discretion only. Consultant shall not incur charges against contingency fund without prior written approval from the City.

FEE SCHEDULE

GREEN VALLEY CONSULTING ENGINEERS

Hourly Rates

(Effective July 2021)

*Prevailing wage rates subject to DIR increases

Expert Witness	\$450/hr Plus Expenses
Principal	\$225
Project Manager	\$150-\$225
Project Engineer	\$140-\$210
Staff Engineer	\$125-\$165
Survey Crew	\$180-\$265
Professional Land Surveyor	\$180
Construction Manager	\$155-\$225
Assistant Construction Manager	\$150-\$215
Construction Inspector	\$140-\$185
Construction Inspector II Overtime	\$175-\$195
Construction Inspector II Night	\$165-\$215
Prevailing Wage Overtime	\$175-\$195*
Prevailing Wage Double Overtime	\$220*
Prevailing Wage Night	\$175-\$190*
Prevailing Wage Night OT	\$195-\$215*
Prevailing Wage Night OT Double	\$240-\$255*
Field Personnel	\$100-\$130
CAD Technician	\$115-\$145
Administration/Word Processing	\$80-\$100
Vehicle Rate	\$10.00/hour

Employee time will be billed in accordance with the fees listed above. For non-professional employees, time spent over 8 hours per day, time spent on evening or night shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Time spent in excess of 12 hours a day or work performed on Sundays or holidays will be charged at 2.0 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Use of Company-Owned Equipment and Specialized Supplies

The cost of using company-owned equipment and specialized supplies is included in the hourly rates billed to our projects.

Miscellaneous External Expenditures

Miscellaneous external expenditures, such as those costs associated with blueprints, and reproduction of originals will be billed at the actual cost. Subconsultant charges will be billed at cost unless specified otherwise. Mileage will be billed at current IRS rates.

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*

2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (b) Meeting Agreement performance requirements; or
 - (c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (I) Are not used as a substantial or essential component of any system;
and
 - (II) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

L. Domestic Preference for Procurements

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
 - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PSA - Green Valley CM & I C02300 Fire Damaged Roadway Landscaping

Final Audit Report


2022-03-28

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Final Audit Report

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