

**CITY OF SANTA ROSA TRANSPORTATION AND PUBLIC WORKS  
PROJECT WORK ORDER NO. A010145-2016-36**

PROJECT NAME: **KELLY FARM MITIGATION BANK DEVELOPMENT**

CITY PROJECT MANAGER: **KRISTINE GASPAR**  
CONSULTANT PROJECT MANAGER: **STEVE BRADY**

SCOPE OF SERVICE: See Consultant's Scope of Services/Proposal for Services and Fee Schedule dated **May 3, 2021**, attached as Exhibit B-1.

START DATE: **MAY 2021**

COMPLETION DATE: **DECEMBER 2028**

CHARGE NUMBER FOR PAYMENT: **86571**

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: **\$1,160,368.00**

  
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TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the "Master Professional Services Agreement with GHD, Inc., Agreement No. A010145," dated October 11, 2016, which is hereby incorporated and made part of this Project Work Order. In the event of a discrepancy or conflict between the terms and conditions of the Project Work Order and the Master Agreement, the Master Agreement shall govern.

CITY OF SANTA ROSA,  
A Municipal Corporation

By: \_\_\_\_\_  
DANIEL J. GALVIN III  
Board of Public Utilities Chair

Date: \_\_\_\_\_

GHD, INC.,  
A California corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Santa Rosa City Attorney's Office

Attachments: Exhibit B-1 - Consultant's proposal and fee for services for this Project Work Order

Kelly Farm Mitigation Bank Development Fee Proposal

Exhibit B-1

5/3/2021

	GHD															Subconsultants				Total
	QA/QC Principal	Project Manager	Construct. Manager	Lead Engineer	Engineer Env. Prof.	GIS / CAD Drafting	Planner Scientist	Soils Engineer Inspector	Survey	Field Crew	Project Coordinator	Total Labor Hours	Labor Cost	Office Consum- able	Direct Expenses	VNLC	ASC	Markup		
																BEI/Design/ CM/ Montior	Archaeology  McGaughey			
Task	\$275	\$195	\$235	\$215	\$155	\$135	\$165	\$170	\$155	\$320	\$135						\$150			
Task 1 Finalize Bank Prospectus (previous contract)																				
Finalize Bank Prospectus (if needed)												0	\$0	\$0				\$0	\$0	
Define Nutrient Testing Locations (testing completed by City)												0	\$0	\$0				\$0	\$0	
Task 1 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Task 2 Prepare Bank Enabling Instrument Documents																				
Prepare Draft BEI Documents	2	24										26	\$5,230	\$169		\$151,110		\$22,667	\$179,176	
Phase 1 Site Assessment	2				22	6						30	\$4,770	\$195	\$900	\$520		\$78	\$6,463	
Prepare Final BEI Document (2 IRT mtgs)	1	24										25	\$4,955	\$163		\$24,100		\$3,615	\$32,833	
Implement BEI Document		2										2	\$390	\$13		\$6,100		\$915	\$7,418	
Task 2 Subtotal	5	50	0	0	22	6	0	0	0	0	0	83	\$15,345	\$540	\$900	\$181,830	\$0	\$27,275	\$225,889	
Task 3 Prepare CEQA Document																				
Initial Study/Proposed MND	16	56		6		8	120				8	214	\$38,570	\$1,391		\$4,300	\$3,825	\$1,219	\$49,305	
Respond to Comments, MND (if needed), and MMP	4	24				2	24				2	56	\$10,280	\$364		\$2,150		\$323	\$13,117	
Public Meeting & NOD (1 BPU mtg)		6					2					8	\$1,500	\$52				\$0	\$1,552	
Task 3 Subtotal	20	86	0	6	0	10	146	0	0	0	10	278	\$50,350	\$1,807	\$0	\$6,450	\$3,825	\$1,541	\$63,973	
Task 4 Develop Construction Plans and Specifications																				
Technical Reports																				
Site Soils Analysis	4	1		4				36			4	49	\$8,815	\$319	\$2,000	\$2,100		\$315	\$13,549	
Site Topographic Survey	2	2				8			72	48		132	\$28,540	\$858				\$0	\$29,398	
Pre and Post Project Hydrologic Analysis	2			8	24							34	\$5,990	\$221				\$0	\$6,211	
Design Memo	8	2		16	32	24		16			12	110	\$18,570	\$715				\$0	\$19,285	
75% Submittal																				
75% Project Plans	24	12	4	28	60	55						183	\$32,625	\$1,190		\$6,700		\$1,005	\$41,520	
75% Technical Specifications	4		4	20	40	8		6			8	90	\$15,720	\$585				\$0	\$16,305	
75% Engineer's Estimate	4		2	4	16	12						38	\$6,530	\$247				\$0	\$6,777	
75% Submittal Quality Reviews	12	4	6	12								34	\$8,070	\$221				\$0	\$8,291	
90% Submittal																				
90% Project Plans	16	8	4	16	40	40						124	\$21,940	\$806		\$7,450		\$1,118	\$31,314	
90% Technical Specifications	4		4	12	32			4			8	64	\$11,340	\$416				\$0	\$11,756	
90% Front End Specification Edits	4		8	16							2	30	\$6,690	\$195				\$0	\$6,885	
90% Engineer's Estimate	1		1	4	8	4						18	\$3,150	\$117				\$0	\$3,267	
90% Submittal Quality Reviews	8	2	4	8								22	\$5,250	\$143				\$0	\$5,393	
100% Submittal																				
100% Stamped Project Plans	12	8	4	16	32	40						112	\$19,600	\$728		\$1,390		\$209	\$21,927	
100% Stamped Technical Specifications	4		4	12	24			2			6	52	\$9,490	\$338				\$0	\$9,828	
100% Front End Specification Edits	2		4	12							2	20	\$4,340	\$130				\$0	\$4,470	
100% Engineer's Estimate	1		1	4	8	2						16	\$2,880	\$104				\$0	\$2,984	
100% Itemized Bid Sheet	1		1	2	4	2						10	\$1,830	\$65				\$0	\$1,895	
100% Submittal Quality Reviews	8	2		12								22	\$5,170	\$143				\$0	\$5,313	
Bid support to City	8	2	2	8	16							36	\$7,260	\$234				\$0	\$7,494	
Task 4 Subtotal	129	43	53	214	336	195	0	64	72	48	42	1196	\$223,800	\$7,774	\$2,000	\$17,640	\$0	\$2,646	\$253,860	
Task 5 Resource Agency Permitting																				
CDFW Incidental Take Permit (1 site visit)		16				2	6					24	\$4,380	\$156		\$13,850		\$2,078	\$20,464	
NCRWQCB Waste Discharge Requirments (1 site visit)		24		4		4	36					68	\$12,020	\$442		\$2,910		\$437	\$15,809	
USFWS Section 7 Consultation (1 site visit)		16				2	6					24	\$4,380	\$156		\$13,850		\$2,078	\$20,464	
Task 5 Subtotal	0	56	0	4	0	8	48	0	0	0	0	116	\$20,780	\$754	\$0	\$30,610	\$0	\$4,592	\$56,736	
Task 6 Construction Management and Inspection																				
Construction Management	12		80					630			32	754	\$133,520	\$10,936		\$57,600		\$8,640	\$210,696	
Manage Reports and Communications	8		40	16							30	94	\$19,090	\$951				\$0	\$20,041	
Submittal Management	12		32	16	16	40					12	128	\$23,760	\$1,104				\$0	\$24,864	
Change Orders & Claims Management	8		24	8	16	32					24	112	\$19,600	\$932				\$0	\$20,532	
Manage Project Close-out	1	2	24	2	8	24					16	77	\$13,375	\$705				\$0	\$14,080	
Task 6 Subtotal	41	2	200	42	40	96	0	630	0	0	114	1165	\$209,345	\$14,628	\$0	\$57,600	\$0	\$8,640	\$290,213	
Task 7 Monitoring (5 years)																				
Year 1 Monitoring and Baseline Report	3	6		8								17	\$3,715	\$111		\$35,150		\$5,273	\$44,248	
Year 2 Monitoring and Report	2	4		6								12	\$2,620	\$78		\$23,200		\$3,480	\$29,378	
Year 3 Monitoring and Report	2	4		6								12	\$2,620	\$78		\$23,200		\$3,480	\$29,378	

Kelly Farm Mitigation Bank Development Fee Proposal

5/3/2021

	GHD															Subconsultants				Total
	QA/QC Principal	Project Manager	Construct. Manager	Lead Engineer	Engineer Env. Prof.	GIS / CAD Drafting	Planner Scientist	Soils Engineer Inspector	Survey	Field Crew	Project Coordinator	Total Labor Hours	Labor Cost	Office Consum- able	Direct Expenses	VNLC	ASC	Markup		
																BEI/Design/ CM/ Montior	Archaeology McGaughey			
Task	\$275	\$195	\$235	\$215	\$155	\$135	\$165	\$170	\$155	\$320	\$135						\$150			
Year 4 Monitoring and Report	2	4		6								12	\$2,620	\$78		\$23,200		\$3,480	\$29,378	
Year 5 Monitoring and Report	3	6		8								17	\$3,715	\$111		\$35,150		\$5,273	\$44,248	
Adaptive Management and Contingency**	2	24		8							4	38	\$7,490	\$247		\$19,400		\$2,910	\$30,047	
Task 7 Subtotal	14	48	0	42	0	0	0	0	0	0	4	108	\$22,780	\$702	\$0	\$159,300	\$0	\$23,895	\$206,677	
Task 8 Project Management (7 years)																				
Meetings (31)	16	93										109	\$22,535	\$709				\$0	\$23,244	
Monthly Invoice, Progress Reports, Schedule (84 months)		84									42	126	\$22,050	\$819				\$0	\$22,869	
Quality Assurance/Quality Control	24	24		24								72	\$16,440	\$468				\$0	\$16,908	
Task 8 Subtotal	40	201	0	24	0	0	0	0	0	0	42	307	\$61,025	\$1,996	\$0	\$0	\$0	\$0	\$63,021	
TOTAL	249	486	253	332	398	315	194	694	72	48	212	3,253	\$603,425	\$28,200	\$2,900	\$453,430	\$3,825	\$68,588	\$1,160,368	

\* All permitting fees assumed to be paid by the City.

\*\* Only used with City authorization

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# Kelly Farm Mitigation Bank Development Scope of Work

## Task 1 - Finalize Bank Prospectus

In their letter dated April 8, 2021, the IRT did not ask for a revised Bank Prospectus. The IRT did, however, request additional information with regard to nutrient loading and hydrology. A pre- and post-hydrology analysis is included under Task 4 of this Scope of Work. Nutrient loading will be addressed in the BEI documents under Task 2. There is no scope of work for this task,

Task 1 Meetings: No meetings for Task 1.

Task 1 Deliverables: None.

## Task 2 - Prepare Bank Enabling Instrument

### Task 2.1 - Prepare Draft BEI Document

The BEI Document is a formal agreement and describes the legal arrangement between the Bank applicant, the IRT signatories, and the Easement/Endowment Holder. VNLC will prepare the Draft BEI using the current IRT template and then prepare the Final BEI Document based on comments received from the IRT and Easement/ Endowment Holder. The following components will be included as attachments to the BEI.

#### ***Revise/Finalize Mapping***

The required maps include a general vicinity map, property map, and conserved area map. These maps were prepared for the Bank Prospectus and will be revised and finalized as needed for the BEI. The Kelly Farm Mitigation Bank will provide credits for CTS and wetlands. Service area maps and descriptions for these resources also were prepared for the Bank Prospectus and will be revised and finalized as needed for the BEI.

#### ***Prepare Development Plan***

This component includes the Development Plan and the Construction and Performance Security documents.

The Development Plan provides a detailed description of the proposed wetland habitat construction and plans, rationale for expecting success, construction methods, seed source and methods for inoculation of constructed pools, interim and final success criteria for constructed wetlands, and monitoring methods used to document success.

The Construction and Performance Security documents provide an analysis and schedule for the required funding to be provided by the applicant at the time of bank establishment and the schedule for release of these funds as construction and performance goals are met. We will prepare the draft versions of these documents and then final versions based on comments received from the IRT and Easement/Endowment Holder.

#### ***Prepare Bank Management and Operation Documents***

This component includes several documents. The Long- term and Interim Management Plans detail the activities to be conducted for the maintenance and monitoring

of the Bank, not including performance monitoring of constructed habitats; the Interim and Long-term Endowments, determined through a 'PAR' analysis,

stipulate the amount and schedule of funds to be provided by the applicant and held by a third-party 'Endowment Holder'; the Bank Closure Plan stipulates the steps to be taken to formally close the Bank after all credits are sold. We will prepare the draft versions of these documents and then final versions based on comments received from the IRT and Easement/Endowment Holder.

### ***Provide/Prepare Real Estate Records and Assurances***

This component includes several documents including the Conservation Easement (or similar deed), Preliminary Title Report with Plat Maps, Property Assessment and Warranty (PAW) that addresses any title exceptions that may affect recording a conservation easement on the property, and a final Title Insurance at the time the Bank is established. The GHD team will obtain or prepare the draft versions of these documents and then final versions based on comments received from the IRT and Easement/Endowment Holder.

### ***Prepare Bank Crediting Documents***

This component includes all documents related to calculating available Bank credits, tracking the release of the credits as mitigation, the templates for credit purchase and payment provided to credit buyers, and the credit release and funding schedule tied to performance of constructed wetlands and payment of the endowment fund. We will prepare the draft versions of these documents and then final versions based on comments received from the IRT and Easement/Endowment Holder.

### ***Prepare Phase I Environmental Site Assessment***

This assessment is conducted to determine if there are any potential hazardous waste issues on the property. GHD will complete this assessment and provide a report that meets the requirements of the IRT.

### ***Finalize Biological Resources Report and Wetland Delineation***

A Biological Resources Survey and Wetland Delineation are required and have already been prepared as part

of the previously completed Bank Prospectus process. Therefore, this scope of work assumes only minor revisions to the BRR as a result of comments from the IRT and no changes to the verified delineation.

### ***Prepare Cultural Resources Survey***

This component is included in the proposal under Task 3 and CEQA documentation.

### ***Prepare Baseline Document Report***

A Baseline Document Report is prepared to detail site conditions at the time the Conservation Easement is recorded. As indicated in the RFP, we understand the City will provide survey needs for the project and assume that you will also provide all necessary items for the BEI. These include a legal description and map to be recorded with the easement.

## **Task 2.2 - Final BEI Document**

Once BEI Documents and all exhibits are approved by the IRT and Easement/Endowment Holder, we will assemble all the documents into a single BEI package and submit it to the IRT for final review. The Sonoma County Agricultural Preservation and Open Space District (SCAPOS) holds an existing agricultural easement on the property. We assume that SCAPOS, or similar entity, will also hold the more restrictive Conservation Easement as well as the Interim and Long-term Endowments. This task

provides funds for our team to consult with SCAPOS during the course of Bank development as needed to complete required documents and come to agreement on terms of conditions related to SCAPOS's rights and responsibilities as the Easement/Endowment Holder, or whichever entity takes on this role.

The process of obtaining IRT approval of the Final BEI is challenging and typically involves 2 to 3 rounds of review of many of the BEI documents, attending IRT meetings at project milestones, and working to push the approval process forward through the inherent bureaucracy of the IRT and its constituent agencies. This task provides funds for our team to conduct IRT consultations through the final approval

of the BEI. The allocated funds are a reasonable estimate of what will be required however additional funds may be needed depending on the responsiveness and demands of the IRT. We will notify the City in advance

if the allocated funds will be exhausted and obtain prior written authorization if additional funds are required. We will make any final requested changes and publish the Final BEI following completion of all consultations with the IRT and Easement/Endowment Holder.

### **Task 2.3 - Implement BEI Document**

Once the BEI is approved, several steps are required to have it officially implemented. This includes obtaining the signatures of all required parties on the various documents, formally recording the Conservation Easement, working with the Endowment Holder to establish the Endowment Account, and working with the

City to provide the finding required to be deposited in the Endowment Account at the time of Bank establishment. This task provides funds for our team to oversee and assist with these steps as needed by the City, IRT, and Easement/Endowment Holder.

Task 2 Meetings: Two IRT meetings. Progress meetings are accounted for in Task 8.

Task 2 Deliverables: Draft and final BEI documents in PDF format.

## **Task 3 - Prepare CEQA Document**

### **Task 3.1 - Initial Study / Proposed Mitigated Negative Declaration**

#### ***Cultural Resources Evaluation and AB 52 Consultation***

Archaeologists from Sonoma State University will evaluate the site for the presence of cultural resources. The evaluation will include review of the database at the Northwest Information Center for previously discovered archaeological resources and to determine the potential presence of cultural or historical resources. Following review of the existing information, archaeologists will conduct a single site visit to complete a pedestrian survey of the area. The findings will be presented in a Cultural Resources Report, including recommended mitigation measures if deemed necessary.

In addition, GHD will assist with drafting AB 52 consultation notification letters for the City to send via certified mail.

We assume there are no tribal cultural issues of concern at the mitigation site and the tribes with cultural affiliation will not request consultation and have therefore not included time assist with AB 42 consultation other than the notification letters.

#### ***Project Description***

GHD will develop a CEQA project description which will serve as the basis for our environmental evaluation. The project description will provide a clear and concise description of the project including the components

of the project construction and short and long-term monitoring and maintenance. The project description will be submitted to City staff for review and approval prior to preparation of the Initial Study. Administrative Draft Initial Study / Proposed Mitigated Negative Declaration

GHD will prepare an Administrative Draft IS/Proposed MND using the resource studies previously prepared in support of the Bank Prospectus and additional special studies prepared as part of this scope (e.g., cultural resources, geotechnical, hydrology). We will contact the City to discuss any environmental issues that arise during research and analysis.

Through the course of research and analysis, if any potential environmental impacts are found to be significant and unavoidable, even with the application of all feasible mitigation measures, GHD will recommend the preparation of an environmental impact report (EIR) pursuant to CEQA. Should this



prove to be the case, we will provide a revised scope discussing EIR services, if requested.

The IS/Proposed MND will consist of the requisite project description, CEQA checklist using the most recent CEQA Guidelines Appendix G, supporting figures, and feasible mitigation measures if needed.

#### ***Screen Check Draft Initial Study / Proposed MND***

Following receipt of City comments, the IS/Proposed MND will be revised and submitted to the City electronically for a final check prior to publication. At this time, a Notice of Intent to Adopt a Negative Declaration and Notice of Completion for the State Clearinghouse will be prepared and submitted for City review in anticipation of publication.

#### ***Public Draft Initial Study / Proposed MND***

Following approval of the Check Draft by the City, GHD will publish and circulate the IS/Proposed MND for the required 30-day public review period. GHD will coordinate with City staff so that the Notice of Intent to Adopt is

filed with the Sonoma County Clerk and published in the Press Democrat. As is customary, the City will pay for the newspaper notice separately. The Notice of Completion and IS/Proposed MND will be uploaded to the State Clearinghouse for review by state agencies. All deliverables will be in electronic format.

### **Task 3.2 - Response to Comments, Mitigation Monitoring Program, NOD**

#### ***Administrative Draft Response to Comments and Final Mitigated Negative Declaration***

Following the 30-day public review period, an Administrative Draft Final MND and Mitigation Monitoring Program (MMP) will be developed and submitted for the City's review. The Administrative Draft will include written responses to agency and public comments received, and the MMP will identify assignments of responsibility and time frames for implementation, as required. For purposes of calculating the budget for this task, we assume no more than 20 comments will be received.

Following receipt of City comments, we will finalize the document. Copies of the Final Response to Comments and MND will be prepared for City staff.

#### ***Public Meeting and Notice of Determination***

GHD will help prepare a presentation for the BPU meeting at which the adoption of the MND is considered. Following adoption, GHD will prepare and file a Notice of Determination within five working days with the State Clearinghouse and the Sonoma County Clerk's office. GHD will rely on the City to provide a check for the County Clerk and California Department of Fish and Game filing fees (\$2,530.25 after January 1, 2021).

Task 3 Meetings: One BPU Meeting to consider adoption of MND.

Task 3 Deliverable:

- Administrative Draft, Check Draft, and Circulation IS/MND.
- NOC and NOI.
- Response to Comments (if needed) and Final MND.
- Draft and Final MMP, and NOD.

### **Task 4 - Develop Construction Plans and Specifications**

GHD will work in collaboration with VNLC and the City to develop the design of the mitigation bank project building upon the concept design contained in the draft Bank Prospectus. GHD will prepare plans, specifications, estimates (PS&E) for the project according to the

City's Design Services terms which are included in the attachments. Those requirements are not

duplicated here.

### **Survey**

GHD will conduct the site topographic survey and prepare the associated AutoCAD files as the base map suitable to develop the design and conduct the hydrological analysis. GHD will conduct the site topographic survey and prepare the associated AutoCAD files as the base map suitable to develop the design and conduct the hydrological analysis. GHD will produce a topographic map and provide an aerial image of the project area utilizing drone mapping with a licensed UAV Pilot to develop photogrammetry of the site as well as an aerial imagery which will be supplemented by field surveying to support the photogrammetry and to also supplement it with more detailed site survey of the proposed pond grading. The horizontal datum will be NAD83, coordinates and bearings will be based upon the California Coordinate System of 1983, CCS83, Zone 2. Vertical datum will be NAVD88, elevations will be based on the vertical benchmark located at the intersection of Irwin Lane and Occidental Road in NAVD '88. Contour intervals will be 1 foot. Mapping will include the road frontage, fences, trees (>12" BHD), and drainage structures. GHD will also show the property lines, and any existing easements based on the preliminary title report for the property. GHD assumes a Record of Survey will be required to be filed with the County Surveyor as we will show the property boundary on this project. GHD assumes that the field work is not subject to prevailing wage rates.

### **Task 4.1 - Prepare Hydrology Analysis**

GHD will conduct a Hydrology Analysis for the project to analyze pre-project and post-project conditions. This will be needed for the design and helpful for the review of the project to develop a project that does not impact adjacent properties. The results of the hydraulic analysis will be included in the Design Memo.

### **Task 4.2 - Prepare Soils Analysis**

GHD will use in-house staff and a backhoe and operator provided by the City to conduct additional soils investigations. Several trenches would be dug on-site near proposed vernal pools in order to expose the soil layers down to the clay lens so that GHD staff can log the soil profile (using American Society for Testing and Materials (ASTM) procedures for field classification) and take limited soil samples for laboratory analysis

of geotechnical properties. This soils investigation will provide more specific design information regarding the depth of the soil lens, and relevant soil properties including soil type, expected expansion and contraction properties, and compaction suggestions to support the design and bid documents. The soils investigation and soil profiles

will be included in the Design Memo. The soil logs are recommended to be included in the bid documents to provide the contractors with available site information.

### **Task 4.3 - Prepare Plans and Specifications**

The primary objective of the final design will be to develop a set of plans and specifications that capture the mitigation bank requirements and are suitable for bidding and construction. The final plans and technical specifications will be stamped and signed by a professional engineer and will be used as part of the construction documents. The PS&E package will be prepared based on the standards of practice in the industry and in accordance with this scope of services.

The Construction plans and engineer's estimate (also known as an opinion of probable construction cost or OPCC) will be developed using the City's provided template and submitted to the City at the 75%, 90% and 100% completion stages. The technical specifications will be developed using the City's provided template and submitted to the City at the 75%, 90% and 100% completion stages. The City will have the opportunity to review and comment on all the design submittals up to through the 90% submittal. Each submittal will address the prior submittal review comments. The 75% submittal plans will be sent separately to applicable utility companies.



The 100% submittal will be ready for the City to compile the final bid documents to issue for bidding and construction. The City will publicly advertise the project, paying all advertising costs, and lead the bidding process. GHD will assist the City during the bidding process as requested and within the allotted bid support phase budget provided.

Task 4 Meetings: None. If needed, a design review meeting can be combined during bi-weekly meetings under Task 8.

Task 4 Deliverables:

- Draft and Final Hydrology Report
- Draft and Final Soils Analysis
- Draft and Final Design Memo
- 75% PS&E Submittal: Plans, Technical Specifications, & OPCC in PDF format and eight printed hard copies of the plans, three printed hard copies of the Technical Specifications and OPCC.
- 75% PS&E Plans with cover letter sent to applicable utility companies copying City.
- 90% PS&E Submittal: Plans, Technical Specifications, Edits to Front End Specifications, and OPCC in PDF format, and eight printed hard copies of plans, three printed hard copies of Technical Specifications and OPCC.
- 100% PS&E Submittal: Stamped Plans and Technical Specifications, edits to Front End Specifications, and OPCC in PDF, MS Word, and AutoCAD file formats and up to ten printed hard copies of each document, as requested.

## **Task 5 - Resource Agency Permitting**

The following are the three permitting packages the GHD team will prepare and submit to the respective agencies. We assume the City will pay both the Incidental Take and Waste Discharge Requirements application fees. After the permit applications are submitted, the GHD team will respond to agency questions, comments, and additional information requests. This follow-up effort is anticipated to include one site visit with each agency listed above.

Up to 36 hours of time is included to respond to agency questions and comments on the application packages. Because our team has been actively engaging with the agencies ahead of time, we anticipate revisions and requests for information to be minimal.

### **Task 5.1 - CDFW Incidental Take Permit**

The GHD team will prepare a draft Incidental Take Permit package for City review. Upon receiving comments, GHD will finalize the package and submit to CDFW.

### **Task 5.2 - North Coast RWQCB Waste Discharge Requirements**

A RWQCB Waste Discharge Requirements will be required because implementation of the project will result in temporary, and potentially permanent, impacts to State jurisdictional waters. GHD will prepare a draft WDR Application Package for City review. Upon receiving comments, GHD will finalize the package and submit to NCRWQCB. Thirty days prior to submitting, GHD will submit a pre-filing meeting request to NCRWQCB following the new 2020 application filing procedures.

### **Task 5.3 - US Fish & Wildlife Service Section 7 Consultation**

Because there are no federal jurisdiction wetlands at the site, and therefore no Section 404 process, the project cannot receive coverage under the Programmatic Biological Opinion for CTS.

The GHD team will prepare a draft Biological Assessment and Biological Opinion package for City review. Upon receiving comments, the GHD team will finalize the package and submit to USFWS.

Task 5 Meetings: One site visit with agencies.

Task 5 Deliverables:

- Draft and Final Incidental Take Package.
- Draft and Final Waste Discharge Requirements Package.
- Draft and Final Biological Assessment.

## **Task 6 - Construction Management and Inspection**

### **Task 6.1 - Construction Management**

GHD's Construction Management Team (CMT) will act as an extension / adjunct of City staff. The CMT will coordinate with City through weekly and monthly reporting, and discuss project details, review schedules, provide drafts for review and produce final documentation ready for City signature as needed. The CM will manage the CMT in performing the following services (as further described below):

- Assist the City's Project Manager with contract compliance, change/claims negotiations and processing, and contract interpretations and enforcement.
- Conduct project pre-construction conference and regularly scheduled construction progress meetings; prepare meeting agendas and minutes.
- Review daily inspection notes and identify and report nonconforming items; notify the City of significant problems and discrepancies.
- Monitor construction activities and schedules.
- Assist the City with resolving constructability problems.
- Prepare change orders (including reviewing contractor/engineer cost estimates).
- Review and notify the Contractor of test results.
- Review the Contractor's Record Drawings periodically and concurrently with Contractor progress payments.
- Prepare project punchlists and coordinate close out document submission.

#### ***Manage Construction Meetings***

The CM will schedule and conduct weekly construction coordination meetings with the Contractor and the City; provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution and coordination with other Contractors; provide status of change orders, and any safety concerns; prepare minutes of the meetings with identified action items; prepare and distribute the minutes to the attendees promptly and post the minutes to Procore.

#### ***Provide and Coordinate Construction Inspection Services***

Monitor Contractor's work for compliance with the contract documents, submittals, RFIs, change orders, scheduled shut-down requests, and environmental compliance, including SWPPP requirements. Coordinate with City staff on code compliance issues. Construction inspector will be on site full time but will provide intermittent observation of work is intermittent. Daily effort is assumed to be 10 hours per day.

Review material delivered to the site and confirm that it is in accordance with approved submittals and that it is stored in accordance with the manufacturer's instructions.

Prepare daily observation reports including: primary activities, labor and equipment identification, hours that were worked and equipment utilized, material used, weather conditions, visitors, and issues, observations, and significant conversations between the inspector and the contractor. When applicable,

delays and their cause along with deficiencies in the work will be recorded. Photographs and material tags will be included. Summaries of the daily inspection reports will be transmitted to the City daily at the end of each day, or no later than the following morning.

Coordinate materials testing and quality assurance testing (provided by the City or others) in accordance with the contract documents. Advise Contractor of the results and contribute toward resolution of efforts.

Document field changes to the contract documents during construction.

### **Task 6.2 - Manage Reports and Communications**

The CMT will use Procore to assure that relevant project communications are documented and accessible to the City and applicable parties. As much as possible, documentation will be in digital format. When paper

documents are required, originals will be furnished to the City within 30 days following the City's determination of Substantial Completion.

#### ***Project Records and Reporting***

The CMT will maintain project records, including daily logs, inspection reports, compliance testing results, photos, measurement of quantities, schedules, submittals, requests for information, change orders, month pay requests, issues, and correspondence. Project records will be maintained in organized manner for quick reference.

The project records are a combination of the web-based management system and our daily detailed field reports.

#### ***Prepare Weekly and Monthly Progress Reports***

CM will prepare a one-page weekly progress report listing key items of work completed during the week and expected work to occur the following week. Photos from the previous week will be included. The weekly report will be submitted to the City by 9am the following Monday morning. This is because daily inspection reports will be transmitted daily, reports from the previous week will not be re-submitted with the weekly report unless desired by the City.

- CM will prepare and submit to City a monthly progress report, which will include:
- Summary of the prior month's main accomplishments and current construction activities.
- Overall Contractor's conformance to contract schedule and quality requirements.
- Identification of key problems, action items, and issues. Recommendation for solutions.
- Summary of progress payments, proposal and final change orders, disputes, submittals,
- RFIs, and Notices of Noncompliance.
- Photographs of representative Project activities printed and electronically stored.

### **Task 6.3 - Submittal Management**

The CMT will receive, log, and distribute submittals for review by the design team. The CMT will coordinate and document the process and monitor the status of submittals in Procore.

Submittal reviews will include:

- Provide cursory review of the Contractor's submittals for general conformance with the contract document requirements prior to sending the submittals to the design-build engineer and City's Project Manager.
- Review submittals of a general nature (General Provisions and Division 1 Requirements) and schedules.

- Log, track, and monitor the design engineer's review of submittals. Return submittals which significantly do not satisfy the Project criteria to the Contractor with comments for corrections and resubmittal.

## **Task 6.4 - Change Orders and Claims Management**

### ***Prepare Potential Change Orders and Change Orders***

The CMT will coordinate and manage the change order process, including logging, reviewing them in conjunction with the City, assisting with determination

of changed conditions and scope definition as needed, developing independent cost estimates, assisting with negotiation, and incorporating change orders into the construction contract.

The CMT will analyze potential claims for additional compensation submitted during the construction period, make recommendations to City for resolution, and coordinate and monitor claims response preparation, logging and tracking status. The CMT will monitor and assist in mitigating any potential project claim, support in defending any construction claims will be negotiated as an extra service.

## **Task 6.5 - Manage Project Close-out**

### ***Develop Punch List and Compile Final Records***

Develop a preliminary punch list for the project and maintain a running punch list through the course of the project. The CMT will schedule City and Design Engineer to conduct final completion inspections. Provide City.....

## **Task 7 - Monitoring (Five Years)**

### **Task 7.1 Complete Year 1 Monitoring and Reporting**

The actual types and level of monitoring to be conducted will depend on the number of wetlands constructed and the monitoring stipulated in the Development Plan and Interim Management Plan. A monitoring report will be prepared for each monitoring year. The actual cost will be adjusted depending on the terms and conditions of the Development Plan and Interim Management Plan. The Year 1 monitoring will be more intensive than Years 2 through 4 since the sampling methods and report layout are developed in Year 1 requiring more time. Likely monitoring methods will include monitoring ponding depth and duration with staff gauges, monitoring vegetation cover and composition with pool relevés during peak bloom, and monitoring CTS breeding with egg grids, dip nets, and/ or seine nets. The success criteria will likely require that the restored pools have ponding depth and duration, and vegetation cover and composition that is within the range of values found in the selected natural reference pools.

Success criteria for CTS will likely require that CTS breed on the property in multiple years, with larvae achieving a minimum size and reaching metamorphosis before pools dry.

### **Task 7.2 Complete Years 2 to 4 Monitoring and Reporting**

Year 2 to 4 monitoring will follow the protocols established in Year 1. The actual tasks will be adjusted depending on the terms and conditions of the Development Plan and Interim Management Plan. To prepare our budget, we have assumed up to six rounds of hydrology monitoring, one round of vegetation monitoring, and three rounds of CTS monitoring at the Bank and at one natural reference site each year for all five years.

### **Task 7.3 Complete Year 5 of Monitoring and Reporting**

This is the final year of monitoring and will likely required additional work such as completion of a wetland delineation report for the site and other task required to finalize the monitoring and reporting. The actual tasks will be adjusted depending on the terms and conditions of the Development Plan and

Interim Management Plan.

#### **Task 7.4 Adaptive Management and Contingency**

This task covers any adaptive management or contingency actions that may be required during the interim monitoring period. An example of adaptive management would be preparing and implementing plans to control invasive weeds that threaten the success of the restored pools.

We will only use these funds with the express written authorization of the City.

The above scope is for monitoring and reporting only. In practice, should the City or regulatory agencies see any monitoring criteria that does not appear to be functioning as planned, then a meeting to discuss the monitoring results and discuss potential Adaptive Management actions could be requested. In some cases, adaptive management actions could be desired, which could involve developing plans for grading modifications, invasive weed control, additional planting, or other actions. These Adaptive Management actions may not be necessary at all. Therefore we have included an Adaptive Management Contingency in the budget should the City desire to include a scope and budget item to use if needed and as requested.

Task 7 Meetings: None. Check-in meetings are included in Task 8.

Task 7 Deliverables: Monitoring Report for each of five years.

#### **Task 8 - Project Management (Seven Years)**

This task includes project management and administration actions, including budget and schedule tracking, project and contract oversight, QA/QC, and project invoicing over an estimated 7-year period. This task also includes preparing for and attending monthly team meetings with the City for the first 20 months and 2 per year for the remaining 5 years.

GHD will provide effective project management throughout the process so that quality documents are prepared on time and within budget. GHD will submit invoices monthly for work performed. Each invoice will include a Progress Report containing a summary of work completed during the invoice month, work anticipated in the next invoice month, any substantive issues which may have arisen, and suggested resolutions if needed.

Task 8 Meetings: 31 team meetings (one per month for first 19 months and two per year thereafter)

Task 8 Deliverables: Monthly Invoice and Progress Report; Meeting Notes and schedule updates, as needed.

#### **Scope of Work Assumptions**

1. City will pay all CEQA and permitting filing fees.
2. CDFW and USWFS will not require a second year of special-status plant surveys.
3. USACE does not have jurisdiction over the delineated wetlands.
4. A suitable seed collection site can be agreed to with the Resource Agencies.
5. City will provide lab services for the nutrient testing.
6. City will provide a backhoe and operator for up to 2 days of soil exploration as defined in Task 2.
7. No new issues with the title will be found.
8. Construction will last for no more than 14 weeks.
9. Contractor is responsible for the means and methods on the project.
10. CMT does not supervise and direct the Work of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, and

procedures and for coordinating all portions of the Work under the Contract.

11. Contractor will be solely responsible for site safety.
12. City will prepare and file the Notice of Completion once construction is complete.
13. Monitoring insurance requirements and obtaining updated certificates of insurance is not included and is likely not necessary due to the short duration of the project.
14. Contractor will not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the CMT in the CMT's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.
15. No litigation support services is included in this scope of work.
16. Grading Permit and SWPPP will be provided by the Contractor.
17. Prevailing wage rates will apply to the project and applicable services, including construction inspection
18. Physical seed collection by others or developing a scope of work for seed collection is not part of this scope of services.
19. City will provide the Title Report.
20. The City will prepare the final bid package, advertise the project, pay for all advertisement fees, and lead any pre-bid meetings and the bidding process. GHD will assist the City as requested up to the agreed upon budget for this task.
21. The Adaptive Management Contingency is provided for the City to request services from the GHD Team as may be desired up to the allotted budget amount.



# 01

# Attachment

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***→ GHD's Acknowledgement of the City of Santa Rosa's Design Services Terms for Capital Improvement Projects***

# **City of Santa Rosa**

## **Design Services Terms for Capital Improvement Projects**

Consultant shall:

### ***I. Deliverables***

1. Provide design memo summarizing project information such as environmental concerns, required right of way, water quality impacts, any non-standard conditions, and modification of City's pre-design information.
2. Provide a 40% submittal that includes: 8 sets of project plans on 22" x 34" white bond paper (typical 40, 75, 90 submittals), and 3 copies of the preliminary engineer's estimate created using the City supplied Microsoft (MS) Excel spreadsheet template. The primary scale of the drawings shall be 1 inch = 20 feet unless otherwise approved by the City. Show the plan-view alignment on the topo. Identify utility conflicts. Determine the right of way needs, and indicate the status of environmental permits.
3. Provide a 75% submittal that includes: 8 sets of project plans, 3 copies of draft Technical Specifications (based on City's MS Word "boilerplate" templates), and 3 updated engineer's estimates. Incorporate 40% review comments in project plans. Send copies of project plans to utility companies for their review.
4. Provide a 90% submittal that includes: 8 sets of project plans, 3 copies of 90% Technical Specifications, proposed edits to "front end" general specifications, and 3 copies of updated engineer's estimate. Incorporate all remaining comments into the project plans and technical specifications.
5. Provide a 100% submittal that includes: final stamped and signed mylar project plans, final Technical Specifications in electronic MS Word format, stamped and signed Technical Specifications cover sheet in PDF format (City provides MS Word format cover sheet template), an itemized Bid Sheet (MS Excel format), and proposed edits to "front end" general specifications. Final project plans shall be on archival quality white mylars (durable, dimensionally stable polyester) that are 22" x 34" and made with archival quality permanent ink that does not smear even if wet. Pencil originals and sticky backs are not acceptable.
6. Provide final approved project plans in electronic AutoCAD format, and all related files in MS Word, MS Excel, and PDF formats as appropriate.
7. Complete Consultant/City evaluations upon completion of project.

### ***II. Software***

1. Prepare project plans using Autodesk AutoCAD Civil 3D 2011 to 2016. Obtain prior written approval from the City's project manager to use a different product version of AutoCAD. Provide final approved electronic project plans to the City in AutoCAD (\*.dwg) format and all related files on CD or DVD with instructions to the City regarding how to access and use the files and the interrelationships among them. These instructions shall include a list describing what is contained in each drawing (.dwg) file.
2. Prepare most other documents using Microsoft (MS) Word and Excel 2007 or more recent versions.

### ***III. Plans***

1. Submit project plans that conform to the City's drafting standards manual and contain the original unedited topographic and control layers along with the design layers. Coordinates shall be based on City's coordinate system. Consultant shall use the same coordinates provided in the topographic survey and shall not modify any value.
2. Utilize the City established plan, profile, and cover sheet templates in AutoCAD. Each plan and/or profile sheet submitted by Consultant shall include the following:
  - A. Location and coordinates of control points, point number, elevation and description.
  - B. Graphic scale.
  - C. North arrow.
  - D. Mapping showing streets (edge of pavement, face of curb).
  - E. Elevations of all existing features, structures, or utilities.
  - F. Match lines with appropriate sheet numbers.
3. Use City established title blocks and layer convention.
4. Indicate the plan completion percentage (40%/75%/90%) near the project title area of the border on sheet one of the plans.

### ***IV. Special Provisions/Technical Specifications***

1. Prepare Technical Specifications of the Special Provisions utilizing the City CIP supplied "boilerplate" templates. Modify only as necessary. All changes shall be highlighted by developing the technical specifications with MS Word "track changes" activated, or through a similar process.
2. Review 'front end' general specifications of the special provisions (white pages), Sections 1-9 (to be provided by City), especially Order of Work, Number of Working Days, and Liquidated Damages. Consultant shall propose changes to Sections 1-9 as necessary. However, the changes to Sections 1-9 shall be made by City Staff only.
3. Verify that all items in the engineer's estimate are covered in the special provisions and that it is clear how all work is paid for. List items in the same order and with the same title as on the special provisions. Do not add headers or footers to the technical specifications.
4. Stamp and sign final Technical Specifications cover page (utilizing the City supplied template) and submit to City in PDF format. Provide camera-ready final approved technical specifications in Microsoft Word format to City via email and/or on CD, DVD, or other format designated by City.
5. Include Order of Work or any other process-related provisions, as required.
6. Include any required environmental permits, applicable regulations, and mitigation monitoring requirements in the special provisions.
7. Identify any supplementary reports used for design and indicate they are available for contractor viewing during bidding. Also indicate that such reports are not part of the contract.
8. Include any project specific provisions relating to the public outreach process in the special provisions.
9. Verify that the project plans and special provisions reference the same project name.

## ***V. Design information for Pipeline Improvements***

The following shall not be construed as all inclusive. It is the responsibility of the consultant design engineer in responsible charge of the project to adhere to local standards of care and commonly accepted design principles.

1. City will provide Consultant with water, sewer, and storm drain base maps, available record plans for existing water and sewer system, as well as underground utility base maps from Pacific Gas & Electric, Comcast, and ATT. Utility base maps are schematic and should not be used for determining locations of existing underground utilities. After reviewing maps, advise City where utility markout requests should be made to PG&E, Comcast, and ATT before proceeding with design.
2. Detail project plans sufficiently with enough survey information so that the project can be completed from the project plans. The project plans should stand alone, without the need for additional information.
3. "X-Ref" the topographic survey into the design drawing.
4. Show survey control points and their coordinates on the project plans.
5. Show centerline or control line stations and coordinates at all beginning and ending points, BCs, PRCs, ECs, angle points, and tees (when control line is the pipeline alignment). Table format is acceptable.
6. Include curve data for each curve: (delta, radius & length) and tangent data: (bearing and length).
7. Show enough information on the project plans so that the centerline (or control line) is locatable in the field from the information on the plans. This can be accomplished in several ways:
  1. Show coordinates of entire centerline. A table showing BCs, PIs, ECs, etc. is the preferred format, or;
  2. Show ties to existing monuments at beginning and ending of centerline or control line, or;
  3. Show coordinates and basis of bearings at beginning and end of centerline or control line.
8. Reference the locations of improvements on the project plans using one of three acceptable methods:
  1. Where a single pipeline, such as a sewer, water, or storm drain is to be installed Consultant may show station runs along the alignment of the pipeline. Alignment shall contain all information listed under Items 5 & 6 of this section.
  2. Where multiple improvements (sewer, water, storm drain, curb and gutter, etc.) are to be referenced by station and offset to a single centerline or a control line, all centerline information listed under Items 5 & 6 of this section shall be shown on the plans. If project includes reconstruction of the roadway structural section position centerline at appropriate location to establish the street crown line.
  3. Coordinates - This method uses coordinates to locate and control the layout of all planned improvements. All BCs, PIs, PRCs, ECs, angle points, beginnings, endings, etc. of all improvements are indicated individually on each plan sheet or listed in a table.
9. Include striping information in the project plans. Separate plan sheets may be used if necessary.
  1. Striping plans are used by the survey crew to lay out the location of the new striping on the pavement. The striping shall be able to be located and laid out from the information on the plans alone. This information shall be presented on the plans so that it can be located and laid out in the field using only a pocket tape and a rag tape.
  2. Show lane widths, lengths or turn pockets and tapers, lengths to transition points, angle points, BCs and ECs on the plans. Lengths can be referenced to cross walks, stop bars, curb returns, angle points in the curb and gutter or other easily identifiable features.

10. Locate and accurately depict (including drawing to scale) all underground utilities on the project plans.
11. Check for potential utility conflicts. Advise City on appropriate pothole locations, if any, to confirm clearances. Show water main in profile with grade changes or drop structures necessary to clear conflicts. Water valve data may be helpful.
12. Offset alignments for replacement water mains from existing water mains a minimum of four feet in order to maintain water service during construction.
13. Complete the profile and details after the City approves the alignment.
14. Verify sewer and water service to each address.
15. Check water service and sewer lateral locations for conflicts with trees or other obstructions.
16. Show all plugged wyes on existing sewer mains. If the TV logs indicate that a wye is plugged, do NOT draw a lateral in its place.
17. Include "in" or "out" in invert grade callouts (e.g. INV 6" IN = 175.25', INV 8" OUT = 175.15'). Please use N/S/E/W references for secondary clarification only.
18. Include an item in the technical specifications and the estimate for Leaded Joint Removal. Where leaded joints are encountered during excavation of existing water mains (such as during tie-in operations) the excavation will be modified so as to remove the leaded joint. Section 4-1.03B of the Standard Specifications should be explicitly excluded from contract language for this item.
19. Assess the potential for rocky soil conditions and advise the City as to the need for geotechnical borings during design.
20. Evaluate potential curb & gutter, sidewalk, and valley gutter replacement needs. If areas of potential replacement are significantly greater than would normally be required for completion of the utility work, the City may elect to include additional replacement of these features in the construction contract.
21. Show pavement rehabilitation details on project plans per City Materials Engineering input.
22. Provide centerline profile and structural cross-sections at maximum 50' intervals along the project limits for projects that include a roadway construction or reconstruction component.
23. Projects that include curb ramp improvements, at a minimum, shall show station and design grades at all Conforms, BCs, ECs, PRCs, Grade Breaks and Centerline of Pedestrian Ramp(s). Include curve data for each curve: (delta, radius & length).
24. Design pedestrian ramps adjacent to areas to be paved as part of the project where they do not currently exist.
25. All pedestrian ramps shall be directional ramps. Design Exception Memorandums are required where directional ramps are not feasible.

## **VI. Construction Contract Assistance**

1. Promptly respond to questions, inquiries, and correspondences concerning the project until the Notice of Completion is filed. Display Consultant's name and telephone number on the project plans and in

***The following options will be included in Consultant's proposal, as directed by City.***

1. Assist City with environmental document processing including, but not limited to, meetings, exhibits, studies, and postings. Obtain permits necessary for construction of the project. Any provisions relating to environmental permits, regulations, and mitigation requirements shall be included in the project special provisions.
2. Provide Phase I site assessment for all easements to be acquired by the City.
3. Determine if any permits are required for project construction such as from the Army Corps of Engineers, The California Department of Fish and Game, and the RWQCB. Initiate permit process as soon as possible.
4. City will investigate underground contamination and obtain a one-time discharge permit from the City's Environmental Compliance Section of the Water Department.

1. Perform all surveying required to prepare the project plans and right of way documents, unless a topographic map is provided by City. Horizontal and vertical control monuments shall be set in the field under the direction of the City after the preliminary survey is completed. The monuments shall be of sufficient durability as determined by City and the Consultant to enable City forces to set line and grade for construction purposes. The interval between control points shall be determined by the Consultant and City prior to actual construction of the project.
2. Vertical control shall be based on the City Bench Mark datum and set to an accuracy ratio of 0.04 feet times the square root of the distance in miles. The basis for horizontal control point coordinates shall be the City's coordinate system with a minimum accuracy ratio of 1: 20,000. The engineer shall verify that all existing utilities have been marked-out in the field prior to surveying or have been plotted on the drawings.
3. Perform all topographical surveys required to prepare the project plans (1"=20') and right of way documents. The surveys shall generally include the street right of way from the back of sidewalk on one side of the street to the back of sidewalk on the other side of the street and shall include existing features, structures and utilities such as water services, cleanouts, valves, storm drain inlets/manholes, trees, etc. Dip all sewer and storm drain manholes and determine distance to top of valve nut at all critical water main locations.
4. Set control and monuments. Use the City bench mark datum and coordinate system. Show approximate right of way and property addresses on base maps.
5. Include pavement markings and complete street cross sections in survey scope of work for street-based projects. A complete street cross section includes, at a minimum: backs of sidewalks, faces of curbs, lips of gutters, and crown. Where a sidewalk does not exist, the edge of pavement and any adjacent drainage ways (top + flow line) should be surveyed for road reconstruction purposes.



***IX. Right of Way (As directed)***

1. Prepare and coordinate all necessary right of way descriptions and individual plats (R-sheets). Deliver original completed R sheets to the City. Obtain preliminary title reports for all affected parcels within the right of way. Provide aerial photography or field data as needed for right of way, property line, and easement determination in the field. Locate any required right of way lines, property lines, or easements for right of way purposes in the field.

***X. Soils Report (As directed)***

1. Develop safety and disposal plans for excavated contaminated soil in accordance with any applicable permit requirements.
2. Provide boring logs when unstable or deep excavations are anticipated.
3. Provide all documents in printed and electronic formats.

***XI. Plan Coordination and Research (As directed)***

1. Coordinate with and obtain approval from all affected local agencies and companies, including but not limited to the City Departments of Community Development, Transportation and Public Works, Water, Sonoma County Water Agency, Sonoma County Road Department, California Regional Water Quality Control Board, Pacific Gas and Electric Company, Comcast, and AT&T. Coordination shall include preparation and processing of all correspondences, check prints, forms, applications, permits, diagrams, viewfoils, and any other necessary items as determined by the City Engineer. This coordination shall continue until the project plans are approved by the City. The Consultant shall also be responsible for assisting the City in obtaining review and approval from any affected County, State, and Federal agencies. This assistance shall include but not be limited to applying for public funds and supplying check prints of project plans, special provisions, estimates, and right of way plats and descriptions as directed by the City. Copies of all correspondence shall be transmitted to the City.

***XII. Public Outreach (As directed)***

1. Assist City with all public outreach, including but not limited to correspondence, mailings, exhibits, and meetings.

# 02

## Attachment

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**→ *GHD's Acknowledgement  
of the City of Santa Rosa's  
Construction Inspection  
Services Terms for Capital  
Improvement Projects***

# **City of Santa Rosa**

## **Construction Management Services Terms for Capital Improvement Projects**

Consultant shall:

### ***A. General***

1. Per California Government Code Section 4525-4529.5, **Construction Manager** (CM) shall be a licensed Architect, registered engineer, or licensed general contractor. If the proposed construction manager is not licensed provide the name, license and qualifications (licensed architect, registered engineer, or licensed general contractor) of the individual that will provide the direction and control of the construction manager's work.
2. The CM is the primary point of contact and is responsible for the contract administration, construction engineering, and engineering integrity of the project. The CM must ensure the contractor complies with the requirements of the contract documents.

### ***B. Project Coordination and Correspondence***

1. Coordinate among Contractor, the project team, various utility companies (such as PG&E, AT&T, Comcast, etc.), and other parties as required.
2. Receive all Contractor correspondences. Coordinate with applicable parties as necessary to develop responses. Prepare and transmit responses.
3. Maintain logs of requests for information, submittals, plan clarifications, claims, proposed change orders, final change orders.
4. Provide status updates on significant issues to City.
5. Provide any documentation required by City, State, or Federal requirements for contract administration.
6. Lead preconstruction conference. Prepare agenda and minutes.
7. Lead progress meetings as needed (or regularly scheduled) with Contractor and City staff. Prepare agenda and minutes.
8. Coordinate testing provided by City Materials Engineering with City project team.
9. Contract for and manage non-City supplied material testing services.
10. Coordinate testing and startup including efforts by Contractor, manufacturers, and City staff.

### ***C. Reports***

1. Prepare very short (1 page) weekly progress reports including a list of key items of work completed during the week and expected work the following week. Include approximately 2 photos. Submit to the City by Monday 9:00 am the following week. This weekly report may be posted to the City's public website.
2. Prepare and submit a monthly progress report describing key issues, status of schedule, budget, payments, RFI's, submittals, claims, potential change orders, and change orders.

3. Review Inspector's Daily Construction Reports and suggest edits where applicable. Initial (to show you reviewed and approved document) and submit copies to City of previous weeks Daily Reports by Monday 9:00 am the following week.
4. Review/complete Weekly Statement of Working Days and submit to the City for review by Monday morning at 9:00 a.m. the following week.
5. Complete all documentation and coordination required for final acceptance and closeout of construction contracts.

#### ***D. Submittal Management***

1. Receive, stamp, and log submittals, and distribute for review by the design team.
2. Monitor review of submittals to foster timely review and return of submittals to Contractor.
3. Review administrative submittals for conformance with Contract plans and specification requirements and City standards.
4. Transcribe reviewer's comments to duplicate copies for return to Contractor and distribution.
5. Consultant shall ensure that all submittals returned to Contractor include the following language:

"CITY OF SANTA ROSA

<input type="checkbox"/> No exceptions <input type="checkbox"/> Revise and Resubmit <input type="checkbox"/> _____	<input type="checkbox"/> Make Corrections Noted <input type="checkbox"/> Not Reviewed
--	--

Submittal was reviewed for general conformance to Contract plans and specifications only. Contractor is responsible for confirming and correlating full compliance with contract plans and specifications. Notations neither relieve contractor from Contract plans and specification compliance nor authorize changes to contract amount. This review does not relieve Contractor from responsibility for any errors, omission or deviations from the contract plans whether or not such errors, omissions or deviations are noted on this drawing.

By \_\_\_\_\_ Date \_\_\_\_\_"

#### ***E. Change Order and Claims Management***

1. Analyze requested change orders for validity, cost, and schedule impacts. Provide information to City Engineer necessary to review the requested change order. The City Engineer shall be responsible for the consideration, negotiation and resolution of all requests for change orders. At the request of the City Engineer, draft and forward proposed change orders to the Engineer using City provided change order format. City staff will formally process, transfer draft change orders to City letterhead, obtain signatures, and distribute accordingly.
2. Analyze claims for validity, cost, and schedule impacts. Provide information to the City Engineer necessary to review and resolve the claim. The City Engineer shall be responsible for the consideration, negotiation and resolution of all claims. If requested by the Engineer, Consultant shall draft responses to claims for review and approval by the City Engineer. City staff will obtain final signatures and distribute responses to claims.

# 03

## Attachment

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**→ *GHD's Acknowledgement  
of the City of Santa Rosa's  
Construction Inspection  
Services Terms for Capital  
Improvement Projects***

**City of Santa Rosa**  
**Construction Inspection Services Terms for**  
**Capital Improvement Projects**

Consultant shall:

**A. Deliverables / Documentation**

1. Prepare pre-construction photo log to identify pre-existing damage to the surface features (and the existing condition of areas that may be damaged by the Contractor) within Project limits. Give a duplicate copy to City. Labeled digital photos on CD are preferred.
2. Complete Daily Construction Reports and submit signed Reports to the Engineer for review by Monday morning at 9:00 a.m. the following week.
3. Take digital construction progress photos, label, and store in a logical manner to be turned over to the Engineer for review by Monday morning at 9:00 a.m. the following week.
4. Complete Weekly Statement of Working Days and submit signed Statements to the Engineer for review by Monday morning at 9:00 a.m. the following week.
5. Document all warnings given to the Contractor regarding safety Hazards.
6. Keep an up to date set of marked up drawings recording as-built conditions, or if required by Contract ensure that the Contractor is doing so.
7. Review Contractor's monthly payment requests, establish payment quantities, review materials on hand, prepare, sign, and date payment recommendations and submit to the Engineer for payment.
8. Create Punch List of outstanding items to be completed when the project is at substantial completion.
9. Make "Record Plan" redline revisions to the original project mylar drawings to show changes that occurred during construction.

**B. Responsibility and Duties**

1. The construction inspector's responsibilities and duties are consistent with industry standard practice and are described in the Caltrans Construction Manual, and the American Public Works Association publication titled "Management of Public Works Construction Projects."
2. The Construction Inspector is the "eyes and ears" of the Engineer and as such shall ensure compliance with the Contract Documents. The Construction Inspector is not authorized to make changes and shall notify the City Representative if any deviation from the Contract Documents appears to be necessary.
3. Have OSHA - Hazardous Waste Operations and Emergency Response training with a minimum current certification as a 24 Hour Occasional Site Worker.
4. Coordinate the handling and/or disposal of contaminated or hazardous materials with the contractor, specialty contractors, disposal sites, and City staff if contaminated or hazardous materials are encountered during construction. Sign manifests as necessary.
5. Be confined spaced trained and certified if inspection in confined spaces is required. Any confined space entry shall be carried out in accordance with Section 7-1.01L of City's specifications.



6. Witness sewer and water pressure and vacuum testing and document results in Daily Reports. Witness and document television inspection of sewer systems.
7. Review connections of all new service laterals to existing services prior to backfill and note the condition of the exposed portion of the existing service piping.

**C. *Water Testing***

1. Perform water sampling for bacteriological clearance per the construction specifications. In the event that a Consultant inspector is unfamiliar with the procedure, the City will conduct the first sampling with Consultant as a training opportunity so the inspector can conduct any future bacteriological sampling that may be required.

**D. *Public Relations***

1. Act as the primary contact for the public during construction. Meet with property owners and businesses to keep them informed of anticipated construction activities which may affect them.
2. Address complaints by meeting with members of the public in a timely manner. Follow up with Contractor to resolve any complaints. Maintain a log of complaints which includes the date of the complaint, name of complainant, address, type of complaint, date Contractor notified, and date complaint resolved/action taken.
3. Ensure Contractor provides required public notifications for construction activities.
4. Prepare agendas, coordinate, advertise, and lead any public meetings necessary during construction. Provide follow up contact with individuals. Maintain minutes of any meetings.

# A010145-2016-36 Kelly Farm Mitigation Bank Development

Final Audit Report

2021-05-05

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