



# Willows City Council Regular Meeting

October 23, 2018  
Willows City Hall  
7:00 p.m.

201 North Lassen Street  
Willows, CA 95988  
(530) 934-7041

## Agenda

City Council  
Kerri Warren, Mayor  
Lawrence Mello, Vice Mayor  
Gary Hansen, Council Member  
Jeff Williams, Council Member  
Jim Yoder, Council Member

Interim City Manager  
Wayne Peabody

City Clerk  
Tara Rustenhoven

1. **CALL TO ORDER- 7:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CEREMONIAL MATTERS (Proclamations, Recognitions, Awards)**
  - a. Veterans Day Proclamation
5. **PUBLIC COMMENT/WRITTEN COMMUNICATIONS**
  - a. Public Comments:

Members of the public wishing to address the Council on any item(s) within the jurisdiction of the city may do so at this time when recognized by the Mayor/Vice Mayor; however, no formal action will be taken unless a majority consensus of the Council directs staff to place the item on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. (Oral communications will be limited to three minutes)
6. **SCHEDULED PUBLIC AND/OR STAFF PRESENTATIONS**
  - a. Mardy Thomas (Glenn County Principal Planner and Alta Planning and Design):  
Glenn County Active Transportation Plan
7. **CONSENT AGENDA**

Consent items are considered to be routine by the City Council and will be enacted in one motion. There will be no separate discussion on these items unless a Council Member requests, in which event the item will be removed from the consent agenda. It is recommended that the Council:

  - a. Approval of general checking, payroll & direct deposit check registers (36298-36349, Z09485-Z09540, 37620-37659).
  - b. Appropriation Request-Additional County Library Funding.

- c. Appropriation Request-Additional Supplemental Law Enforcement Services Funding and Reduce General Fund Appropriation.
- d. Approve the cancellation of the December 25<sup>th</sup>, 2018, City Council Meeting.

*Comments from the public are welcome. The Mayor will allow an opportunity for comments related to Public Hearings and each action item on the agenda. Please limit comments to three minutes per topic, and one comment per person per topic. Once comments conclude, please allow the Council the opportunity to continue its consideration of the item without interruption.*

## **8. PUBLIC HEARING**

- a. Conduct a Public Hearing and, upon conclusion, it is recommended that the Council read by title only and pass first reading of ordinance entitle "An Ordinance of the City Council of the City of Willows California Amending the Development Agreement between California Land Investors, LLC and the City of Willows, Chaptered as Section 19.10.05 of the Willows Municipal Code.

## **9. REGULAR BUSINESS AGENDA/ITEMS REQUIRING COUNCIL ACTION**

- a. Approve by motion, the purchase of a new John Deere 1600 Turbo Series III Commercial Wide Area Mower in the Amount of \$58, 664.93 from Valley Truck and Tractor.
- b. Approve by motion, the City of Willows Statement of Investment Policy as submitted.
- c. Adopt the attached resolution awarding the construction contract to Knife River Construction and the Construction Management and Inspection contract to 4-Leaf, Inc. for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275)

## **10. COUNCIL/ STAFF REPORTS/COMMENTS**

- a. Staff Reports/Comments:
- b. Council Reports/Comments:

## **11. RECESS TO CLOSED SESSION**

- a. PUBLIC COMMENT-Pursuant to Government Code Section § 54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.
- b. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Gov. Code Section § 54956.9:  
Number of cases: 1

**12. RECONVENE IN OPEN SESSION**

**13. ANNOUNCEMENT OF ANY ACTION TAKEN IN CLOSED SESSION**

**14. ADJOURNMENT**

**This agenda was posted on October 18, 2018**



Tara Rustenhoven, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at [www.cityofwillows.org](http://www.cityofwillows.org).

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*The City of Willows is an Equal Opportunity Provider*



# CEREMONIAL MATTERS

# City of Willows

## PROCLAMATION

**Whereas**, the 11th of November 1918, marked the end of the 'war to end all wars' and the cessation of the most destructive, sanguinary, and far reaching war in human annals and the resumption by the people of the United States of peaceful relations with other nations, which we hope may never again be severed; and

**Whereas**, it is fitting that the recurring anniversary of this date should be commemorated with thanksgiving and prayer and exercises designed to perpetuate peace through good will and mutual understanding between nations; and

**Whereas**, on June 1, 1954 Congress declared that Armistice Day should be Veterans Day to honor all who had served in all wars to preserve world peace and on October 8, 1954 President Dwight D. Eisenhower issued the first Veterans Day Proclamation; and

**Whereas**, to protect the Nation they love, our veterans stepped forward when America needed them most. In conflicts around the world, their sacrifice and resolve helped destroy the enemies of freedom and saved millions from oppression. In answering history's call with honor, decency, and resolve, our veterans have shown the power of liberty and earned the respect and admiration of a grateful Nation; and

**Whereas**, all of America's veterans have placed our Nation's security before their own lives, creating a debt that we can never fully repay. Our veterans represent the best of America, and they deserve the best America can give them;

**Now Therefore**; I, Larry Mello, Vice Mayor of the City of Willows and on behalf of the Willows City Council and the Citizens of Willows, do hereby proclaim November 11, 2018, as Veterans Day and urge all citizens of Willows to recognize the valor and sacrifice of our veterans through ceremonies and prayers.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal this 23rd day of October, 2018.

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Larry Mello, Vice Mayor



# CONSENT AGENDA



Period

10/4/2018 TO 10/19/2018

General Checking 36298 TO 36349

Payroll Direct Deposit Z09485 TO Z09540

Payroll Checks 37620 TO 37659

APPROVAL DATE 10/23/2018

APPROVED \_\_\_\_\_



REPORT.: Oct 09 18 Tuesday  
 RUN.: Oct 09 18 Time: 14:14  
 Run By.: JANE COLLINS

CITY OF WILLOWS  
 Automatic Check Listing/Update  
 Control Date.: 10/09/18 Cash Account No.: 000 1045

PAGE: 001  
 ID #: PY-CL  
 CTL.: WIL

Invoice	No	Description	Invoice	Actual	Discount	Gross	Discount	Net
			Date	Period				
			Due Date	Fiscal Tm	G/L Account No	Amount	Amount	Amount
Check #.: 036298 Check Date.: 10/09/18			Vendor I.D.: ALV03 (ALVES DOOR COMPANY, INC.)					
6353-	PIT REPAIR		09/24/18	10-18		30.00	.00	30.00
			10/09/18	04-19				
Check #.: 036299 Check Date.: 10/09/18			Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.)					
B81004-	SEPT STMT PER ATTACHED		09/27/18	10-18		428.49	.00	428.49
			10/09/18	04-19				
Check #.: 036300 Check Date.: 10/09/18			Vendor I.D.: BAK06 (BAKER & TAYLOR BOOKS)					
401232861-	NEW PRINT MAT. LIBRARY		09/21/18	10-18		180.09	.00	180.09
			10/09/18	04-19				
401232871-	NEW PRINT MAT. LIBRARY		09/21/18	10-18		689.30	.00	689.30
			10/09/18	04-19				
** Vendor's Subtotal ----->						869.39	.00	869.39
Check #.: 036301 Check Date.: 10/09/18			Vendor I.D.: COM16 (COMCAST CABLE)					
B81004-	INTERNET ADMIN 9/29-10/28/18		09/24/18	10-18		145.93	.00	145.93
			10/09/18	04-19				
Check #.: 036302 Check Date.: 10/09/18			Vendor I.D.: COR10 (CORNING LUMBER CO., INC.)					
B81005-	SEPT STMT PER ATTACHED		09/25/18	10-18		11.14	.00	11.14
			10/09/18	04-19				
Check #.: 036303 Check Date.: 10/09/18			Vendor I.D.: FGL00 (FGL ENVIRONMENTAL)					
877888A-	BACTI ANALYSIS		09/19/18	10-18		22.00	.00	22.00
			10/09/18	04-19				
Check #.: 036304 Check Date.: 10/09/18			Vendor I.D.: GAN01 (GANDY-STALEY OIL CO.)					
B81004-	SEPT STMT PER ATTACHED		09/30/18	10-18 A		2262.54	.00	2262.54
			10/09/18	04-19				
Check #.: 036305 Check Date.: 10/09/18			Vendor I.D.: GOV00 (GOVOFFICE LLC)					
43142-	WEBSITE HOSTING		09/19/18	10-18		850.00	.00	850.00
			10/09/18	04-19				
Check #.: 036306 Check Date.: 10/09/18			Vendor I.D.: HUN02 (ROBERT W HUNT)					
18-10-	GENERAL LEGAL SERVICES THROUGH 9/30/18		10/01/18	10-18		3626.59	.00	3626.59
			10/09/18	04-19				
Check #.: 036307 Check Date.: 10/09/18			Vendor I.D.: INK01 (THE INKWELL)					
B81004-	SEPT STMT PER ATTACHED		09/28/18	10-18 A		41.68	.00	41.68
			10/09/18	04-19				
Check #.: 036308 Check Date.: 10/09/18			Vendor I.D.: ITF01 (INDUSTRIAL TRUCK & FARM)					
B81004-	SEPT STMT PER ATTACHED		10/01/18	10-18 A		116.61	.00	116.61
			10/09/18	04-19				
Check #.: 036309 Check Date.: 10/09/18			Vendor I.D.: MEN02 (MENDES SUPPLY COMPANY)					
R03088200-	TISSUE		10/05/18	10-18		47.54	.00	47.54
			10/09/18	04-19				
Check #.: 036310 Check Date.: 10/09/18			Vendor I.D.: MJB01 (MJB WELDING SUPPLY, INC.)					
1221108-	CYLINDER RENTAL		09/30/18	10-18 A		38.00	.00	38.00
			10/09/18	04-19				



PAGE: 002  
ID #: PY-CL  
CTL.: WIL

REPORT.: Oct 09 18 Tuesday  
RUN.: Oct 09 18 Time: 14:14  
Run By.: JANE COLLINS

CITY OF WILLOWS  
Automatic Check Listing/Update  
Control Date.: 10/09/18 Cash Account No.: 000 1045

PAGE: 003  
ID #: PY-CL  
CTL.: WIL

Invoice	No	Description	Invoice Date	Actual Period	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
Check #: 036323 Check Date.: 10/09/18 Vendor I.D.: USB04 (U.S. BANK CORPORATE PAYMENT SYSTEMS)								
B81005-	SEPT STMT PER ATTACHED		09/24/18 10/09/18	10-18 04-19		5468.39	.00	5468.39
Check #: 036324 Check Date.: 10/09/18 Vendor I.D.: VAL14 (VALLEY TRUCK & TRACTOR CO.)								
842928-	REPAIR PARTS		09/28/18 10/09/18	10-18 04-19		135.47	.00	135.47
Check #: 036325 Check Date.: 10/09/18 Vendor I.D.: VER02 (VERIZON WIRELESS)								
981541827-	TELEPHONE EXP.8/27-9/26/18		09/26/18 10/09/18	10-18 04-19		875.00	.00	875.00
Check #: 036326 Check Date.: 10/09/18 Vendor I.D.: WIL17 (WILLDAN)								
002-19742-	PLAN CHECK THROUGH 7/27/18		08/08/18 10/09/18	10-18 04-19		74.71	.00	74.71
002-19743-	PLAN CHECK THROUGH 7/27/18		08/08/18 10/09/18	10-18 04-19		341.52	.00	341.52
** Vendor's Subtotal ----->						416.23	.00	416.23
Check #: 036327 Check Date.: 10/09/18 Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.)								
B81004-	SEPT STMT PER ATTACHED		09/30/18 10/09/18	10-18 A 04-19		170.81	.00	170.81
Check #: 036328 Check Date.: 10/09/18 Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)								
B81004-	SEPT STMT PER ATTACHED		09/30/18 10/09/18	10-18 04-19		183.19	.00	183.19
Check #: 036329 Check Date.: 10/09/18 Vendor I.D.: WILHQ (WILLOWS AUTO PARTS)								
B81004-	SEPT STMT PER ATTACHED		09/25/18 10/09/18	10-18 04-19		615.06	.00	615.06
** Total Checks Paid ----->						104759.50	.00	104759.50

REPORT.: Oct 16 18 Tuesday  
 RUN...: Oct 16 18 Time: 10:42  
 Run By.: JANE COLLINS

CITY OF WILLOWS  
 Automatic Check Listing/Update  
 Control Date.: 10/16/18 Cash Account No.: 000 1045

PAGE: 001  
 ID #: PY-CL  
 CTL.: WIL

Invoice	No Description	Invoice	Actual	Discount	Gross	Discount	Net
		Date	Period				
		Due Date	Fiscal Tm	G/L Account No	Amount	Amount	Amount
Check #.: 036330 Check Date.: 10/16/18 Vendor I.D.: ALL06 (ALLCAL EQUIPMENT SERVICES, INC.)							
55220-	ANNUAL DIELECTRIC CERTIFICATION	10/12/18	10-18		395.00	.00	395.00
		10/16/18	04-19				
Check #.: 036331 Check Date.: 10/16/18 Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.)							
B81016-	SEPT STMT PER ATTACHED	09/30/18	10-18		244.62	.00	244.62
		10/16/18	04-19				
Check #.: 036332 Check Date.: 10/16/18 Vendor I.D.: CAL18 (CALIFORNIA BUILDING STANDARDS COMMISSION)							
B81016-	BSF 7/1-9/30/18	10/11/18	10-18		44.10	.00	44.10
		10/16/18	04-19				
Check #.: 036333 Check Date.: 10/16/18 Vendor I.D.: CAS03 (CASCADE FIRE EQUIPMENT)							
094604-	FIREFIGHTING PROTECTIVE CLOTHING	09/24/18	10-18		3980.87	.00	3980.87
		10/16/18	04-19				
Check #.: 036334 Check Date.: 10/16/18 Vendor I.D.: CHI07 (CHICO IMMEDIATE CARE)							
58630-	DMV EXAM	10/01/18	10-18		165.00	.00	165.00
		10/16/18	04-19				
Check #.: 036335 Check Date.: 10/16/18 Vendor I.D.: COA00 (COASTLAND CIVIL ENGINEERING)							
44551-	W SYCAMORE ST REHAB THROUGH 9/30/18	09/30/18	10-18		4925.50	.00	4925.50
		10/16/18	04-19				
44593-	WUNCH LLA THROUGH 9/30/18	09/30/18	10-18		593.75	.00	593.75
		10/16/18	04-19				
44595-	SOUTH WILLOWS DEVELOPMENT-RESIDENTIAL	09/30/18	10-18		87.50	.00	87.50
		10/16/18	04-19				
44598-	WILLOWS CITY ENGINEERING THROUGH 9/30/18	09/30/18	10-18		653.75	.00	653.75
		10/16/18	04-19				
44615-	EDA GRANT THROUGH 9/30/18	09/30/18	10-18		324.25	.00	324.25
		10/16/18	04-19				
** Vendor's Subtotal ----->					6584.75	.00	6584.75
Check #.: 036336 Check Date.: 10/16/18 Vendor I.D.: CUR01 (L.N. CURTIS & SONS)							
220051-	HANGING BRACKET	09/26/18	10-18 A		433.40	.00	433.40
		10/16/18	04-19				
Check #.: 036337 Check Date.: 10/16/18 Vendor I.D.: FP000 (FRANCOTYP-POSTALIA, INC.)							
103808551-	POSTBASE METER	10/02/18	10-18		87.84	.00	87.84
		10/16/18	04-19				
Check #.: 036338 Check Date.: 10/16/18 Vendor I.D.: GAN01 (GANDY-STALEY OIL CO.)							
0930-	CARDLOCK FD SEPT 2018	09/30/18	10-18 A		846.35	.00	846.35
		10/16/18	04-19				
Check #.: 036339 Check Date.: 10/16/18 Vendor I.D.: HEL01 (HELENA CHEMICAL COMPANY)							
98327231-	CHEMICALS	10/08/18	10-18		74.86	.00	74.86
		10/16/18	04-19				
Check #.: 036340 Check Date.: 10/16/18 Vendor I.D.: HUN01 (HUNT & SONS, INC.)							
922641-	FUEL	10/09/18	10-18		2060.85	.00	2060.85
		10/16/18	04-19				
Check #.: 036341 Check Date.: 10/16/18 Vendor I.D.: JER00 (JEREMY'S PEST STOMPERS)							
108186-	PEST CONTROL OCT 2018	10/08/18	10-18		35.00	.00	35.00
		10/16/18	04-19				

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CITY OF WILLOWS  
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PAGE: 002  
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Invoice	No Description	Invoice	Actual			Discount	Gross	Discount	Net
		Date	Period	Due Date	Fiscal Tm				
						G/L Account No	Amount	Amount	Amount
Check #.: 036342 Check Date.: 10/16/18 Vendor I.D.: MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC)									
65384-	PODBEAM DISPLAY ISSUE	09/30/18	10-18				40.00	.00	40.00
		10/16/18	04-19						
65385-	WEBSITE REDESIGN	09/30/18	10-18				2604.50	.00	2604.50
		10/16/18	04-19						
65658-	OFFSITE BACKUP OCT 2018	10/10/18	10-18				180.00	.00	180.00
		10/16/18	04-19						
** Vendor's Subtotal ----->							2824.50	.00	2824.50
-----									
Check #.: 036343 Check Date.: 10/16/18 Vendor I.D.: NOR43 (ACCESS)									
2841191-	SHREDDING SERVICES SEPT 2018	09/30/18	10-18				53.60	.00	53.60
		10/16/18	04-19						
-----									
Check #.: 036344 Check Date.: 10/16/18 Vendor I.D.: PGE01 (PG & E)									
B81016-	P.G. & E. 1600 S TEHAMA	10/03/18	10-18 A				19.06	.00	19.06
		10/16/18	04-19						
-----									
Check #.: 036345 Check Date.: 10/16/18 Vendor I.D.: RAY03 (RAY MORGAN COMPANY)									
2231075-	CONTRACT USEAGE 8/17-9/16/18	09/24/18	10-18 A				151.40	.00	151.40
		10/16/18	04-19						
-----									
Check #.: 036346 Check Date.: 10/16/18 Vendor I.D.: SAC08 (SACRAMENTO VALLEY MIRROR)									
15601-	LEGAL AD-AG LEASE	10/09/18	10-18 A				206.55	.00	206.55
		10/16/18	04-19						
-----									
Check #.: 036347 Check Date.: 10/16/18 Vendor I.D.: SPP00 (SPP FUND III, LLC)									
155466857-	SOLAR ELECTRICITY 9/1-9/30/18	10/09/18	10-18				7667.25	.00	7667.25
		10/16/18	04-19						
-----									
Check #.: 036348 Check Date.: 10/16/18 Vendor I.D.: TRA02 (TRACTOR SUPPLY CREDIT PLAN)									
B81016-	SEPT STMT PER ATTACHED	09/28/18	10-18				16.08	.00	16.08
		10/16/18	04-19						
-----									
Check #.: 036349 Check Date.: 10/16/18 Vendor I.D.: USB02 (US BANK)									
367480068-	EQUIP. LEASE 9/20-10/20/18	09/25/18	10-18				305.05	.00	305.05
		10/16/18	04-19						
** Total Checks Paid ----->							26196.13	.00	26196.13

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**AGENDA ITEM**

**TO:** Wayne Peabody, Interim City Manager *wp*  
**FROM:** Tim Sailsbery, Finance Director  
**SUBJECT:** Appropriation Request-Additional County Library Funding

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**RECOMMENDATION**

Approve, by consent motion appropriation of additional County Library Funding for Bayliss \$2,703 (338.VAR.121), Elk Creek \$1,101 (338.VAR.122), and Willows \$11,742 (338.VAR.120)

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**SITUATION (or BACKGROUND):**

(For background reminder purposes, the City of Willows administers both the Bayliss and Elk Creek Libraries, providing management, purchasing, accounting, and payroll services to both branches. The City administers funds provided by the County to maintain library operations at the outlying branches).

The County of Glenn, in final adoption of their 2018-19 budget, allocated additional funding for all library branches within the County (see attached). During the spring, requests were made for additional funding ranging from maintaining operations (aka, "keeping the doors open") to expanding services, to sharing in increasing costs of existing operations. Where a given branch did not make an initial request, the Supervisor that covered that specific branch asked that requests be made on behalf of all branches so that each would at least receive a portion of the additional allocation.

The net result was an additional allocation by the County of \$47,756 for library activity. In turn, the City Council needs to appropriate said funds to allow for expenditure.

**FINANCIAL CONSIDERATIONS:**

Appropriation of additional funds provided by the County of Glenn

**NOTIFICATION**

N/A

**ALTERNATE ACTIONS**

1. Approve by consent motion
2. Remove from consent and reject acceptance of County funds

**RECOMMENDATION**

Approve, by consent motion appropriation of additional County Library Funding for Bayliss \$2,703 (338.VAR.121), Elk Creek \$1,101 (338.VAR.122), and Willows \$11,742 (338.VAR.120)

Respectfully submitted,

/s/ Tim Sailsbery

Tim Sailsbery  
Administrative Services Director

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Attachment



**COUNTY OF GLENN**  
**CLERK - BOARD OF SUPERVISORS**

Willows Memorial Hall, 2<sup>nd</sup> Floor  
525 West Sycamore Street, Suite B1  
Willows, CA 95988  
530-934-6400 -- FAX 530-934-6419  
website: [www.countyofglenn.net](http://www.countyofglenn.net)

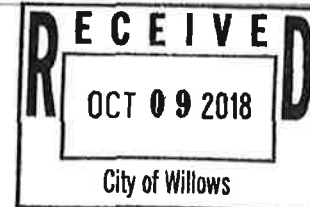
**ATTACHEMENT**

**DI AULABAUGH**  
Clerk of the Board of Supervisors

**DEBBIE LAMBERT**, Sr. Deputy Clerk  
**COURTNEY HOULE**, Deputy Clerk

October 4, 2018

TO: CITY OF ORLAND  
CITY OF WILLOWS  
HAMILTON CITY COMMUNITY SERVICE DISTRICT



RE: 2018/2019 LIBRARY FUNDING

Please be advised that the Board of Supervisors adopted their 2018/2019 budget and thereby the annual Library allocation of funding of \$150,000. Funding shall be distributed in accordance with the Memorandum of Understanding between the County of Glenn, City of Willows, City of Orland and Hamilton City Community Service District known as County Contract #1605.

Library	Annual Allocation
Hamilton City	\$12,802.30
Orland	\$65,679.75
Willows	\$54,003.35
Bayliss	\$7,297.75
Elk Creek	\$10,216.85
<b>TOTAL</b>	<b>\$150,000.00</b>

Additional one time funding requests were also approved. They are as follows and were included in the distribution of funds.

Library	Annual Allocation
Hamilton City	\$19,210
Orland	\$13,000
Willows	\$11,742
Bayliss	\$2,703
Elk Creek	\$1,101
<b>TOTAL</b>	<b>\$47,756</b>


Sincerely,

Di Aulabaugh  
Clerk of the Board of Supervisors

CC: Board of Supervisors  
Edward Lamb, Finance Director



**AGENDA ITEM**

**TO:** Wayne Peabody, Interim City Manager   
**FROM:** Tim Sailsbery, Finance Director  
**SUBJECT:** Appropriation Request-Additional Supplemental Law Enforcement Services Funding

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**RECOMMENDATION**

Approve, by consent motion, appropriation of additional Supplemental Law Enforcement Services Funding by \$18,747 (376.4130.100) and reduce General Fund Appropriation by the same amount-\$18,747 (301.4130.100)

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**SITUATION (or BACKGROUND):**

Starting in fiscal year 2001, the State has provided a minimum of \$100,000 to each municipal and county law enforcement jurisdiction. Prior to contracting for services with the Glenn County Sheriff's office, these funds were utilized for a full time police position, and, if fund remained, school resource supplies.

These funds are now utilized to assist in the payment of the contract for services with the GCSO. As noted, the annual guaranteed amount is \$100,000, but, in last several years, the allocation has been in the \$120K to \$139K range. Staff felt comfortable budgeting \$130,000 for 2018-19.

We have received word that the total to be received this year will be \$148,747. As a result, we will have an additional \$18,747 to apply to the contract, providing a bit of relief to the General Fund. As such, Staff recommends increasing the SLESF appropriation and reducing the General Fund appropriation by a similar amount.

**FINANCIAL CONSIDERATIONS:**

Appropriation of additional SLESF funds and reduction in General Fund appropriation

**NOTIFICATION**

N/A

**ALTERNATE ACTIONS**

1. Approve by consent motion
2. Remove from consent and reject acceptance of funds

**RECOMMENDATION**

Approve, by consent motion, appropriation of additional Supplemental Law Enforcement Services Funding by \$18,747 (376.4130.100) and reduce General Fund Appropriation by the same amount-\$18,747 (301.4130.100)

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Respectfully submitted,

/s/ Tim Sailsbery

Tim Sailsbery  
Administrative Services Director

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**AGENDA ITEM**

**TO:** Honorable Mayor Warren and Members of City Council  
**FROM:** Wayne Peabody, Interim City Manager  
**SUBJECT:** City Council Meeting scheduled to be held on December 25, 2018.

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**RECOMMENDATION**

Approve the cancellation of the December 25<sup>th</sup>, 2018, City Council Meeting.

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**SITUATION (or BACKGROUND)**

In previous years it has been Council's practice to cancel the second meeting in December. This year a Council Meeting is scheduled to occur on December 25, 2018. Due to the light schedule of activities typically experienced during the Christmas Holiday, along with employee absences/vacations, it would be staff's recommendation that the meeting to be held on December 25, 2018, be cancelled.

**FINANCIAL CONSIDERATIONS**

None at this time

**NOTIFICATION**

Post a Notice of Cancellation and notify media if approved.

**ALTERNATE ACTIONS:**

- 1: Request additional information from staff
- 2: Reject staff recommendation and/or direct item to be returned

**RECOMMENDATION**

Approve the cancellation of the December 25<sup>th</sup>, 2018, City Council Meeting.

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Respectfully submitted,

  
Wayne Peabody  
Interim City Manager



# PUBLIC HEARING

**AGENDA ITEM**

TO: Honorable Mayor Warren and Members of the City Council

FROM: Wayne Peabody, Interim City Manager

SUBJECT: Second Amendment to Development Agreement between  
City of Willows and California Land Investors LLC

**RECOMMENDATION:**

Conduct a Public Hearing and, upon conclusion, it is recommended that the Council read by title only and pass first reading of an ordinance entitled "An Ordinance of the City Council of the City of Willows California Amending the Development Agreement Between California Land Investors, LLC and the City of Willows, Chaptered as Section 19.10.05 of the Willows Municipal Code

**SITUATION (or BACKGROUND):**

In spring, 2016 City Council took action to enter into a development agreement with California Land Investors LLC ("Developer"). Since that time, with the funding of the grant being delayed, the City and the Developer wish to make adjustments to the funding requirements for certain of parts of their respected obligations.

The changes that are requested would be:

**Exhibit B:**

**Through the Document:** All First amendments have been changed to Second amendments.

**Developer Contribution:** We request the following verbiage "The date by which Developer is required to make the first annual installment of the \$535,715.00 contribution pursuant to Exhibit B to the Development Agreement shall now be the date (the "Initial Payment Date") that is twenty-four (24) months after the date the initial Grant funding occurs, with interest beginning to accrue on the Initial Payment Date."

**Additional Developer Contribution:** We request the following verbiage "In addition to the \$535,716.00 contribution to be made by Developer pursuant to Exhibit B to the Development Agreement, Developer shall make an additional contribution of \$401,159.00

toward the cost of the Off-Site Improvements (as such term is defined in Exhibit B to the Development Agreement), which contribution shall be made by Developer to City no later than April 1, 2019.”

**Completion of off-site improvements:** We would request removal of this section.

**FINACIAL CONSIDERATIONS:**

Modifications to the Developer contribution amount

**NOTIFICATION:**

Notice of Public Hearing to be published in a local newspaper of general circulation. On October 13<sup>th</sup>, 2018.

**ALTERNATE ACTIONS:**

- 1: Request additional information from Staff
- 2: Reject Staff recommendation and/or direct item to returned.

**RECOMMENDATION:**

Conduct a Public Hearing and, upon conclusion, it is recommended that the Council read by title only and pass first reading of an ordinance entitled “An Ordinance of the City Council of the City of Willows California Amending the Development Agreement Between California Land Investors, LLC and the City of Willows, Chaptered as Section 19.10.05 of the Willows Municipal Code

Respectfully Submitted



Wayne Peabody  
Interim City Manager

**ATTACHMENT:**

- 1: Ordinance
- 2: First Amendment to Development Agreement between City of Willows and California Land Investors LLC
- 3: Second Amendment to Development Agreement between City of Willows and California Land Investors LLC

ORDINANCE NO. 2018 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF WILLOWS, CALIFORNIA, AMENDING THE  
DEVELOPMENT AGREEMENT BETWEEN  
CALIFORNIA LAND INVESTORS, LLC AND THE  
CITY OF WILLOWS, CHAPTERED AS SECTION  
19.10.05 OF THE WILLOWS MUNICIPAL CODE.**

**WHEREAS**, on May 10, 2016 the City of Willows (the "City") entered into an agreement with California Land Investors, LLC ("CLI") relating to the development of property located in the southern part of the City of Willows (hereinafter the property referred to as "Basin Street", and the agreement the "Development Agreement");

**WHEREAS**, the City was preliminarily approved for a grant from the U.S. Economic Development (the "EDA Grant") for the construction of off-site improvements in and about Tehama Street (the "Off-Site Improvements"), the EDA Grant now totaling \$3,717,954.00;

**WHEREAS**, bids received for Off-Site Improvements project were substantially greater than initially estimated, with EDA approving a final bid amount \$6,040,542.00;

**WHEREAS**, the EDA Grant required the City to contribute \$1,071,429.00 toward the cost of such Off-Site Improvements, of which CLI agreed to reimburse \$535,715.00;

**WHEREAS**, committed funding from all sources now totals \$5,639,383.00, leaving a funding gap of \$401,159.00;

**WHEREAS**, CLI has agreed to contribute an additional \$401,159.00 toward the construction of the Off-Site Improvements to make up the current funding gap;

**WHEREAS**, among other obligations the Development Agreement required the City to complete construction of such Off-Site Improvements no later than June 1, 2017;

**WHEREAS**, among other obligations the Development Agreement required CLI to contribute \$535,715.00 toward the cost of the construction of Off-Site Improvements, in five (5) equal payments, with the first payment to the City to be made within one (1) year of the effective date of the Development Agreement;

**WHEREAS**, due to the unanticipated delay in obtaining the EDA Grant funds, the City has been unable to complete the construction of Off-Site Improvements by June 1, 2017;



**WHEREAS**, in view of the delay in the City's obtaining funding for the construction of Off-Site Improvements, CLI has requested an extension of the time by which CLI was to commence contributions to the City as set forth in Exhibit B to the Development Agreement; and

**WHEREAS**, both the City and CLI wish to keep the Development Agreement in full force and effect, except as modified by the FIRST AMENDMENT TO DEVELOPMENT AGREEMENT adopted in July 2017, and the SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, attached hereto as Attachment A,

**NOW THEREFORE**, the City Council of the City of Willows does ordain as follows:

**Section 1.** The City Council of the City of Willows hereby finds that the above recitals are true and correct and are incorporated into the substantive portion of this ordinance.

**Section 2.** The City Council of the City of Willows hereby finds and declares that amending the Development Agreement as set forth in Attachment A is in the best interest of the City of Willows.

**Section 3:** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses or phrases be declared, invalid or unconstitutional.

**Section 4:** The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

**Section 5:** This ordinance shall be in full force and effect thirty-one (31) days after its adoption by a majority vote of the City Council. The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause this ordinance, or a summary thereof, to be published pursuant to applicable state law.

This ordinance was introduced at a regular meeting of the City Council of the City of Willows, held on October 23, 2018, and adopted at a regular meeting of the City Council of Willows, held on the November 13, 2018, by the following vote, to wit:

AYES, COUNCILMEMBERS \_\_\_\_\_

\_\_\_\_\_

NOES, COUNCILMEMBERS \_\_\_\_\_

\_\_\_\_\_

ABSENT COUNCILMEMBERS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
LARRY MELLO, VICE MAYOR

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT HUNT, CITY ATTORNEY

**ATTEST:**

\_\_\_\_\_  
TARA RUSTENHOVEN, CITY CLERK

## AMENDMENT TO DEVELOPMENT AGREEMENT

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (this "Amendment") dated as of \_\_\_\_\_, 2017, is entered into between the City of Willows, a California municipal corporation ("City") and California Land Investors LLC, a California limited liability company ("Developer").

**THE PARTIES ENTER INTO THIS AMENDMENT** based upon the following facts, understandings and intentions:

A. City and Developer entered into that certain Development Agreement dated May 10, 2016 and recorded in the Official Records of Glenn County as Document No. 2016-1956 (the "Development Agreement"), governing, among other things, the development of certain real property located in Willows, California. The capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.

B. The funding of the Grant (defined in Exhibit B to the Developer Agreement) has been delayed, and the City and Developer wish to make adjustments to timing requirements for certain of their respective obligations.

C. City and Developer now desire to amend the Development Agreement as provided herein.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and promises of the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Developer Contribution.** Exhibit B to the Development Agreement requires Developer to make its first installment toward the \$535,715.00 contribution to City within one year after the Effective Date of the Development Agreement. City and Developer agree, however, that Developer shall not be required to make such first installment until six (6) months after the initial Grant funding occurs.

2. **Completion of Off-Site Improvements.** Exhibit B to the Development Agreement requires City to complete construction of the Off-Site Improvements by June 1, 2017. City and Developer agree, however, that City shall not be required to complete construction of the Off-Site Improvements until the earlier of (a) one (1) year after the initial Grant funding occurs, and (b) the date established by the Grant requirements imposed by the EDA, as the same may be amended from time to time.

3. **Term.** The Term of the Agreement (set forth in Section 4(b) of the Agreement) is hereby extended to, and shall now expire on, the date that is twelve (12) years after the ordinance approving this Amendment is adopted by the City.

4. **Entire Agreement.** This Amendment, together with the Development Agreement, represents the entire understanding between City and Developer concerning the subject matter hereof, and there are no understandings or agreements between them relating to the Development Agreement or the Premises not set forth in writing and signed by the parties hereto. No party hereto has relied upon any representation, warranty or understanding not set forth herein, either oral or written, as an inducement to enter into this Amendment.

5. **Continuing Obligations.** Except as expressly set forth to the contrary in this Amendment, the Development Agreement remains unmodified and in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

6. **Counterparts/Facsimile.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. This Agreement may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

CITY OF WILLOWS

By: \_\_\_\_\_  
Larry Mello, Vice Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Hunt, City Attorney

CALIFORNIA LAND INVESTORS LLC,  
a California limited liability company

By: G & W Ventures, LLC,  
a California limited liability company,  
its Manager

By: \_\_\_\_\_  
Matthew T. White, Manager

## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** ("Amendment") dated as of \_\_\_\_\_, 2018, is entered into between the City of Willows, a California municipal corporation ("City"), and California Land Investors, LLC, a California limited liability company ("Developer").

**THE PARTIES ENTER INTO THIS AMENDMENT** based on the following facts, understandings and intentions:

A. City and Developer entered into that certain Development Agreement dated May 10, 2016 and recorded in the Official Records of Glenn County as Document No. 2016-1956, as amended by that certain First Amendment to Development Agreement dated September 13, 2017 and recorded in the Official Records of Glenn County as Document No. 2017-3953 (collectively, the "Development Agreement"), governing, among other things, the development of certain real property located in Willows, California. The capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.

B. The funding of the Grant (defined in Exhibit B to the Developer Agreement) has now been finalized, and the City and Developer wish to provide for an additional monetary contribution by Developer, make adjustments to the time requirements of their respective obligations, and extend the Term of the Development Agreement.

C. City and Developer now desire to amend the Development Agreement as provided herein.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and promises of the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**1. Developer Contribution.** The date by which Developer is required to make the first annual installment of the \$535,715.00 contribution pursuant to Exhibit B to the Development Agreement shall now be the date (the "Initial Payment Date") that is twenty-four (24) months after the date the initial Grant funding occurs, with interest beginning to accrue on the Initial Payment Date.

**2. Additional Developer Contribution.** In addition to the \$535,716.00 contribution to be made by Developer pursuant to Exhibit B to the Development Agreement, Developer shall make an additional contribution of \$401,159.00 toward the cost of the Off-Site Improvements (as such term is defined in Exhibit B to the Development Agreement), which contribution shall be made by Developer to City no later than April 1, 2019.

**3. Term.** The Term of the Development Agreement (set forth in Section 4(b) of the Development Agreement) is hereby extended to, and shall now expire on, the date that is twelve (12) years after the effective date of the ordinance approving this Amendment is adopted by the City.

**4. Entire Agreement.** This Amendment, together with the Development Agreement, represents the entire understanding between City and Developer concerning the subject matter hereof, and there are no understandings or agreements between them relating to the Development Agreement not set forth in writing and signed by the parties hereto. No party hereto has relied upon any representation, warranty or understanding not set forth herein, either oral or written, as an inducement to enter into this Amendment.

**5. Continuing Obligations.** Except as expressly set forth to the contrary in this Amendment, the Development Agreement remains unmodified and in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

**6. Counterparts/Facsimile.** This Amendment may be executed in several counterparts, and all so executed shall constitute an agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. This Amendment may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in portable document format ("pdf"), and copies of this Amendment executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment as of the day and year first above written.

CITY OF WILLOWS

CALIFORNIA LAND INVESTORS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Larry Mello, Vice Mayor  
company,

By: G & W Ventures, LLC,  
a California limited liability  
its Manager

By: \_\_\_\_\_  
Matthew T. White, Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert W. Hunt, City Attorney





**REGULAR BUSINESS**

**AGENDA ITEM**

**TO:** Wayne Peabody, Interim City Manager  
**FROM:** Steve Soeth, Community Development Services Director  
**SUBJECT:** John Deere 1600 Turbo Series III Commercial Wide Area Mower

**RECOMMENDATION**

Staff recommends that the City Council approve by motion the purchase of a new John Deere 1600 Turbo Series III Commercial Wide Area Mower in the amount of \$58,664.93 from Valley Truck and Tractor through Sourcewell a Contract Purchasing cooperative.

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**SUMMARY**

The City of Willows Public Works Department mows approximately 26 acres of grass in four parks within the City of Willows. Public Works currently does this with two mowers. Purchasing the John Deere 1600 Turbo Series III Commercial Wide Area Mower will accomplish two goals. The first being the replacement of an older piece of equipment the second the ability to mow the same acreage with less staff time thus freeing up an employee to assist with other summertime duties.

The John Deere 1600 Turbo Series III Commercial Wide Area Mower will be purchased through a cooperative purchasing agreement administered by Sourcewell, which the City is a member.

**FINANCIAL CONSIDERATIONS**

The \$58,664.93 is Fund 301 monies approved at the May 23, 2018 budget meeting. Approved \$30,000.00 carry over in capital expenditures and \$30,000.00 approved in current year capital expenditures.

**NOTIFICATION** - none

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**RECOMMENDATION**

Staff recommends that the City Council approve by motion the purchase of a new John Deere 1600 Turbo Series III Commercial Wide Area Mower with Fund 301 monies in the amount of \$58,664.93 from Valley Truck and Tractor through Sourcewell a Contract Purchasing cooperative.

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Respectfully submitted,




Steve Soeth  
Community Development Services Director

Approved by,



Wayne Peabody  
Interim City Manager

**AGENDA ITEM**

**TO:** Wayne Peabody, Interim City Manager   
**FROM:** Tim Sailsbery, Administrative Services Director  
**SUBJECT:** Investment Policy- Annual Renewal

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**RECOMMENDATION**

Approve, by motion, the City of Willows Statement of Investment Policy as submitted.

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**SITUATION (or BACKGROUND):**

Per Government Code Section 53646 the Statement of Investment Policy is to be reviewed and submitted annually to the City Council for approval. The Investment Policy serves as the guidance mechanism for investment of City funds.

Safety and liquidity remain the primary focus points of investment activities. While corporate notes remain on the list of investment options, the City currently does not hold any such notes and the Administrative Services Director will consult with the Council Finance Committee before considering such investments in the future.

**FINANCIAL CONSIDERATIONS:**

No direct expenditure impact, however, the policy provides the guidelines for investment that ultimately affect safety, liquidity, and rate of return.

**NOTIFICATION**

City Auditor (After Approval)

**ALTERNATE ACTIONS**

1. Approve by motion
2. Reject staff recommendation and/or direct item to be returned at later date.

**RECOMMENDATION**

Approve, by motion, the City of Willows Statement of Investment Policy as submitted.

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Respectfully submitted,

/s/ Tim Sailsbery

Tim Sailsbery  
Administrative Services Director

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Attachment:

EXHIBIT A: City of Willows Statement of Investment Policy

CITY OF WILLOWS  
STATEMENT OF INVESTMENT POLICY

1. Introduction

The purpose of this document is to identify various policies that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities that compose good cash management include accurate cash projections, expeditious collection of revenue, control of disbursements, and cost effective banking relations.

2. Scope

The investment policy covers all funds and investment activities under the direct authority of the City of Willows.

3. Objective

- A. Safety: Safety of principal is the foremost objective of the investment program. Investments of the City of Willows shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- B. Liquidity: An adequate percentage of the portfolio will be maintained in the liquid, short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis will be on low sensitivity to market risk.
- C. Yield: Yield becomes a consideration only after the basic requirements of safety and liquidity have been met.
- D. Market-Average Rate of Return: The investment portfolio shall be designed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances.
- E. Diversification: The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding either specific security types or individual financial instruments.
- F. Prudence: The City of Willows adheres to the guidance provided by the "Prudent Man Rule" (Civil Code Section No. 2261), which obligates a fiduciary to ensure that:

"...investment shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

- G. Public Trust: All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

4. Declaration of Authority

The City Treasurer (Absent a named City Treasurer, the City of Willows assigns this duty to the Administrative Services Director) has the authority to invest funds in certain eligible securities (Government Code Section 53635).

5. Reporting

The City Treasurer, or other designee, may submit a quarterly investment report to the City Council, which shall include all the elements of the report as prescribed by Government Code Section 53646.

6. Investment Instruments

Investments for the City of Willows are to be made in one or more of the following:

Investment Instrument	Maximum Percentage or Amount	Maximum Maturity
A. Certificates of Deposit	Unlimited	5 years
B. Negotiable Certificates of Deposit	30%	5 years
C. Local Agency Investment Fund	\$40MM	n/a
D. Passbook Savings Account	Unlimited	n/a
E. Securities of the U.S. Government Or Agencies Thereof	Unlimited	5 years
F. Bankers Acceptances	40%	270 days
G. Commercial Paper	30%	180 days
H. Medium Term Corporate Notes	30%	5 years

7. Internal Controls

A system of internal controls shall be established to prevent losses of public funds arising from fraud, employee error, misrepresentation of their parties, unanticipated changes in financial markets, and imprudent actions by employees and officers of the City.



## 8. Maturities

Security purchases and holdings shall be maintained within statutory limits imposed by Government Code.

## 9. Banks and Securities Dealers

The Administrative Services Director, in selecting financial institutions for deposits and investments of the City funds, shall consider the creditworthiness of such institutions. The Administrative Services Director shall continue to monitor financial institutions' credit characteristics and financial history throughout the period in which City funds are either deposited or invested.

## 10. Risk Tolerance

The City of Willows recognizes that investment risk can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Administrative Services Director shall periodically establish guidelines and strategies to control risk of default, market price changes, and illiquidity. A review of available investments, when practical, will be used to place all investments.

## 11. Statement of Investment Policy

This statement of Investment Policy shall be reviewed and submitted annually to the City Council.

\_\_\_\_\_  
Date

10/23/18

\_\_\_\_\_  
/S/ Tim Sailsbery  
Tim Sailsbery  
Administrative Services Director

**AGENDA ITEM**

**TO:** Honorable Mayor Warren and Members of the City Council

**FROM:** John Wanger, City Engineer

**SUBJECT:** Award of a Construction Contract and a Contract for Construction Management and Inspection Services for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275)

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**RECOMMENDATION**

That the City Council adopt the attached resolution awarding the construction contract to Knife River Construction and the Construction Management and Inspection contract to 4-Leaf, Inc. for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275)

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**SITUATION (or BACKGROUND):**

Since submitting an application for grant funding in June 2015 to the Economic Development Administration (EDA) for federal funding, City staff, 3-Core and Basin Street Development have been diligently working on environmental clearances, development of construction documents and funding for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275) (hereinafter referred to as the "EDA project.") Based on the diligent effort of all those involved, the project was advertised for bids in June. Bids were opened on July 25, 2018.

At the bid opening, four bids were received ranging in price from \$4,840,203.50 to \$5,332,820.00. The low bid received was from Knife River Construction. The engineer's estimate for the project was \$3,760,318.50. In analyzing the bids, staff found that costs associated with construction of a bridge over the existing drainage ditch along Tehama Street and some of the general unit prices for much of the pipeline and roadwork were in excess of what was originally estimated (bridge costs were over \$500,000 more than anticipated and unit pricing for general work resulted in exceeding the engineer's estimate by nearly \$470,000.) As all of the bids were relatively close to one another, it appears that pricing was consistent and no anomalies were apparent in any of the individual bids.

Because the bids were higher than allocated budgets from the EDA grant, an application for additional funding was filed with EDA. Authorization for additional monies was received by EDA on September 27, 2018. Based on authorization for additional funds from EDA, as well as a commitment for increasing matching monies from Basin Street, funding for the project is now fully approved.

Based on the bids received, staff has completed a check of Knife River Construction's bid and found that their contractor's license is active and valid, that they possess a Class A license as required by the bid documents, and that Knife River Construction and their proposed subcontractors are all registered with the Department of Industrial Relations (as required by the recently passed legislation.) The bid submitted by Knife River Construction did have a mathematical error in the amount of \$75,000.00 (the actual total mathematically was less than the total shown in their bid); however, this did not change the order of bidders (Knife River Construction is still the low bidder.) After discovering the mathematical error, staff contacted Knife River Construction to inform them of the mathematical error. Knife River reviewed their bid documents and verified they had made a mistake; however, they have stood behind the correct number and will honor the correct number (\$4,840,103.50.) Knife River Construction's bid contained the required information per the bid documents.

Based on information contained in Knife River Construction's bid, staff has determined that it satisfies the bidding requirements for the Project. In addition to the verifications that staff typically goes through prior to recommending award of a construction project, the EDA funding required information be submitted per their requirements for approval prior to award of the contract. Staff has provided EDA staff with all required information and has been told by EDA staff that everything appears to be in order and that a letter approving award would be forthcoming; however, as of the writing of this staff report, the letter has not been received by EDA. Accordingly, staff is recommending award of the project to Knife River Construction once authorization for award is provided by EDA. An update to the status of the letter will be provided at the Council meeting.

In addition to award of the construction contract for this project, EDA funding regulations required that the City solicit and approve a contract for Construction Management and inspection of the project. A Request for Proposals (RFP) was prepared and circulated in late June to consultants. Advertising of the RFP was done in accordance with EDA regulations. Proposals were due on July 27, 2018. As of the due date, one proposal was received from 4-Leaf, Inc. Staff reviewed the proposal and found it responsive to the RFP. Based on the review by the staff, it is recommended that a contract for Construction Management and Inspection Services be awarded to 4-Leaf, Inc.

### **FINANCIAL CONSIDERATIONS**

The estimated overall budget for this project is summarized as follows:

Construction Contract	\$ 4,840,103.50
Estimated Construction Management/Inspection	\$ 625,974.00
Construction Contingency (10%)	<u>\$ 484,010.00</u>
Total Estimated Construction Cost	\$ 5,950,087.50

The project is proposed to be funded as follows:

EDA Federal Funding for Construction/CM/Contingency	\$ 3,654,368
CDBG OTC Grant	\$ 850,000
City Matching Funds	
Storm Drain Development Impact fees	\$ 300,000
Sewer Enterprise Fund	\$ 235,715
Basin St. Matching funds	\$ 910,005
Total Funding	\$ 5,950,088

### **NOTIFICATION**

EDA  
Knife River Construction  
4-Leaf, Inc.

### **ALTERNATE ACTIONS**

None recommended.

### **RECOMMENDATION**

Staff recommends that the City Council approve the resolution awarding a construction contract for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275) to Knife River Construction in the amount of \$4,840,103.50 and awarding a Professional Service Agreement to 4-Leaf, Inc. for providing Construction Management and Inspection Services for the project in the amount of \$625,974, upon receipt of written authorization from EDA. Additionally, that an overall budget of \$5,950,088 be established for this project.

---

Respectfully submitted,

John Wanger  
City Engineer

Attachments:      Resolution  
                         Contracts

**RESOLUTION No. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH KNIFE RIVER CONSTRUCTION, INC. FOR CONSTRUCTION OF THE SOUTH WILLOWS COMMERCIAL AND INDUSTRIAL CENTER PROJECT (EDA PROJECT 07-01-07275), AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICE AGREEMENT WITH 4-LEAF, INC. FOR PROVIDING CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE PROJECT, AND APPROVE AN OVERALL BUDGET FOR THE PROJECT**

**WHEREAS**, in accordance with California Public Contract Code Sections 20162-20164, Economic Development Administration (EDA) regulations, and other applicable law, the City of Willows solicited bids for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275) ("Project"); and

**WHEREAS**, bids for the Project were opened on July 25, 2018 in accordance with California Public Contract Code Section 4104.5 and other applicable laws; and

**WHEREAS**, four bids were received with the bids ranging from a low bid of \$4,840,103.50 to a high of \$5,332,820, with the low bid being from Knife River Construction, Inc.; and

**WHEREAS**, staff has determined that Knife River Construction, Inc. bid satisfies the bidding requirements for the Project; and

**WHEREAS**, staff has verified that Knife River Construction, Inc. possesses valid California Contractor's Licenses under the requested Class A, number 822126 (expires 2/28/2019) as required to qualify to perform the Project; and

**WHEREAS**, the Project has an adopted environmental document (mitigated negative declaration) in accordance with California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and that all components of the project are in accordance with the environmental requirements as set forth in the approved environmental documents and all conditions that have been placed on the project from the governing permitting agencies; and

**WHEREAS**, in accordance with EDA regulations, City staff solicited requests for proposals from qualified firms to provide construction management and inspection services for the project; and

**WHEREAS**, one proposal was received (from 4-Leaf Inc.), and based on a review of the proposal, staff has found 4-Leaf Inc.'s response to be responsive to the Request for Proposal for providing construction management and inspection services for this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOWS AS FOLLOWS:**

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.

2. In accordance with California Public Contract Code Section 20160 and following and other applicable laws, the City Council of the City of Willows hereby finds the bid of Knife River Construction, Inc. for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275) to be the lowest, responsive bid and waives any irregularities in such bid in accordance with applicable law.

4. The contract for the South Willows Commercial and Industrial Center Project (EDA Project 07-01-07275) is hereby awarded to Knife River Construction, Inc., in the amount of \$4,840,103.50, conditioned on receipt of authorization from EDA for award of the construction contract and upon Knife River Construction's timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds/surety, certificates of insurance, and endorsements, in accordance with the Project bid documents.

5. That once authorization is received from EDA for award of the construction project, the City Manager is hereby authorized and directed to execute with Knife River Construction, Inc. for performance of the Project in accordance with the bid documents and applicable law upon submission by Knife River Construction, Inc. of all documents required pursuant to the Project bid documents.

6. That the overall budget for the Project be established at \$5,950,088.

7. The City Manager is hereby authorized to execute any contract change orders in accordance with the Project contract documents so long as the total Project cost does not exceed the total funding for this Project in the adopted budget.

9. Once authorization is received from EDA for award of the construction project, City staff is hereby directed to issue a Notice of Award to Knife River Construction, Inc.

10. Once authorization is received from EDA for award of the construction project, the City Manager is hereby authorized and directed to execute a Professional Services Agreement with 4-Leaf, Inc. to provide construction management and inspection services for this project.

11. This Resolution shall become effective immediately.

12. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of

competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Willows hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council on this 23<sup>rd</sup> day of October 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

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**Larry Mello, Vice Mayor**

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**Tara Rustenhoven, City Clerk**

## AGREEMENT

The City of Willows, ("City") enters into this Agreement, dated hereafter, only, with Knife River Construction, Inc. ("Contractor").

### RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., July 25, 2018 for the **South Willows Commercial EDA Project** by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On July 25, 2018 @ 2:00 p.m., City representatives opened the bids for the **South Willows Commercial EDA Project** and read the bids aloud.
- C. PROJECT AWARD. On October 23, 2018 the City Council awarded the **South Willows Commercial EDA Project** to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

### AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the **South Willows Commercial EDA Project** ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location:  
South Tehama Street, Harvest Drive and adjacent lands in Willows, California
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within Two Hundred Seventy-Five (275) working days from the date specified in the City's Notice to Proceed ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract



Documents by the Time for Completion, as such time may be amended by change order or other modification to this Agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$2,872 per day** in accordance with California Government Code Section 53069.85 and Section 7-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. **CONTRACT PRICE AND PAYMENT.** As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **\$4,840,103.50** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated July 25, 2018 and attached hereto and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. **PREVAILING WAGES.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

7. THE CONTRACT DOCUMENTS. This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
- 7.1 This Agreement and change orders and other amendments to this Agreement signed by authorized representatives of the City and the Contractor.
  - 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.
  - 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
  - 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
  - 7.5 Notice Inviting Bids.
  - 7.6 Instructions to Bidders.
  - 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
  - 7.8 The successful bidder's completed Contractor License Information.
  - 7.9 The successful bidder's completed List of Proposed Subcontractors.
  - 7.10 The successful bidder's Workers Compensation Insurance Certification.
  - 7.11 The successful bidder's completed Non-Collusion Declaration.
  - 7.12 The successful bidder's Debarment Certification.
  - 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.

- 7.14 The successful bidder's executed Performance Bond.
  - 7.15 The successful bidder's executed Payment Bond.
  - 7.16 Executed Escrow for Deposit Agreement, if applicable.
  - 7.17 Change Order Form.
  - 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
  - 7.19 The successful bidder's Qualification Statement, if any.
  - 7.20 The successful bidder's signed Signature Form.
8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.
9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation

without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this Agreement and at law and equity.

11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. DEFINITIONS. All words as used in the Agreement shall be subject to the Definitions set forth in Section 1 of the General Provisions of the Notice to Contractors, Special Provisions, Proposal and Contract for the **South Willows Commercial EDA Project**.

**Name of Contractor**

CITY OF WILLOWS

**Name of Signatory & Title**

\_\_\_\_\_

\_\_\_\_\_

[Attach Notary Page]

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

## **PROFESSIONAL SERVICES AGREEMENT**

### **AGREEMENT**

This Agreement is made and entered into this 23<sup>rd</sup> day of October, 2018 by and between the City of Willows a California Municipal Corporation, 201 North Lassen Street, Willows California, 95988, hereinafter referred to as "Agency", and 4-Leaf, Inc., a California Coporation, hereinafter referred to as "Consultant."

### **RECITALS**

**WHEREAS**, the Agency is in need of construction management, inspection and testing services associated with the South Willows Commercial and Industrial Center EDA Project No. 07-01-07275 project; and

**WHEREAS**, the legislative body of the Agency on October 25, 2018 authorized execution of this Agreement on behalf of the Agency in accordance with Chapter 6, Article III of the Agency Municipal Code and/or other applicable law;

**NOW, THEREFORE**, Agency and Consultant, for the consideration hereinafter described, mutually agree as follows:

### **AGREEMENT**

#### **DESCRIPTION OF SERVICES**

The services to be performed under this Agreement (the "Services") are as follows: Construction Management, Inspection and Testing Services. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

#### **PAYMENT TERMS AND NOT TO EXCEED AMOUNT**

Agency agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the Agency and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the Agency's obligation to pay the Consultant under this Agreement exceed \$625,974, (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to Agency during normal business hours upon reasonable notice. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this

Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

### **EXTRA OR CHANGED WORK**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the City Manager in a form approved by Agency Counsel. The City Council must authorize all other extra or changed work. The parties expressly recognize that Agency personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all rights to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all rights or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Agency.

### **TIME OF COMPLETION**

Consultant must commence performance of the Services upon receipt of written direction to proceed from Agency. Consultant will complete the Services in accordance with this Agreement by the end of the construction period as indicated for the project (274 Working Days) (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

### **INDEPENDENT CONTRACTOR**

Consultant and Agency agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the Agency. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the Agency.

### **SUBCONTRACTING**

Consultant may subcontract portions of the Services upon the prior written approval of the Agency. The Consultant will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subcontractors of the Consultant and the Agency.

### **STANDARD OF PERFORMANCE**

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release. If Agency determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (1) require Consultant to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement; or (d) pursue any and all other remedies at law or in equity.

### **ASSIGNED PERSONNEL**

Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Agency.

Any and all persons identified in this Agreement, any Exhibit or Attachment hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services were a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

### **INDEMNITY**

Consultant agrees to indemnify, defend with counsel acceptable to Agency, and hold harmless Agency and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Agency.

Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the definition of California Civil Code Section 2783, as amended from

time to time, such indemnity shall not include Liability for the active negligence of Agency employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the Agency, Consultant shall indemnify, defend, and hold harmless the Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its agency.

### **INSURANCE**

Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the Agency certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal. Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to the Agency.

Consultant must, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. The insurance must be endorsed to waive all rights of subrogation against the Agency and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.



Required commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

- a. Agency and its officials, officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage may contain no special limitations on the scope of protection afforded to Agency or its officials, officers, employees, agents, or volunteers.
- c. Required insurance coverage must be primary insurance with respect to the Agency and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by the Agency may be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to Agency and its officers, employees, agents, and volunteers.
- e. Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering errors and omissions and containing a cross liability or severability of interest clause acceptable to the Agency. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

All insurance required under this Agreement must be placed with insurers with a Bests' rating of no less than A:VII unless otherwise approved by the Agency.

The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency interests are otherwise fully protected.

### **NON DISCRIMINATION**

During the performance of this Agreement, the Consultant and its Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, mental condition (cancer), age (over 40), marital status, and denial of family care leave. Consultants and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultants and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. Consultant and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

### **BUSINESS LICENSE**

Before the Agency will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire at their sole expense a business license from the Agency in accordance with Chapter 5.04 of the Agency Municipal Code. Such licenses must be kept valid throughout the Agreement term.

### **SAFETY**

The Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the Agency Safety Officer and other Agency

representatives. Consultant's personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Agency has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Consultant must have a Division of Occupational Safety and Health (CAL- OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### **OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS**

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the Agency. Any modification or reuse of such documents by the Agency without Consultant's prior written consent will be at the Agency's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of the Agency.

#### **TERMINATION AND REMEDIES**

Agency may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. Agency shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

If Consultant materially breaches any term of this Agreement, in addition to any other remedies the Agency may have at law or equity, the Agency may:

- a) Terminate the Agreement by notice to the Consultant specifying the termination effective date;
- b) Retain, and/or recover from the Consultant at no additional cost to the Agency, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

- c) Complete the unfinished Services itself or have the unfinished Services completed, and/or;
- d) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

Upon termination of this Agreement by Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Agency terminates the Agreement for cause, Agency shall deduct from such amount the amount of damage, if any, sustained by Agency by virtue of the breach of the Agreement by Consultant

#### **BINDING EFFECT AND ASSIGNMENT PROHIBITION**

This Agreement is binding upon Agency, Consultant, and their successors. Except as otherwise provided herein, neither Agency nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

#### **REPRESENTATIVES**

The Agency representative for purposes of this Agreement will be Steve Soeth. The Consultant representative for purposes of this Agreement will be Bert Gross. The parties designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

#### **INTEGRATION AND AMENDMENT**

This Agreement represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the Agency.

**CONFLICT OF INTEREST PROHIBITION**

Agency and Consultant will comply with the requirements of the Agency's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement.

The Consultant may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Consultant's obligations pursuant to this Agreement. The Consultant agrees to cooperate fully with the Agency and to provide any necessary and appropriate information requested by the Agency or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Consultant's obligations pursuant to this Agreement.

Consultant may not employ any Agency official, officer or employee in performance of the Services, nor may any official, officer or employee of the Agency have any financial interest in this Agreement that would violate California Government Code Section 1090 and following. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Agency. If Consultant was an employee, agent, appointee, or official of the Agency in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse the Agency for any sums paid to the Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the Agency reserves all its rights and remedies at law and equity concerning any such violations.

**SPECIAL FEDERAL CONTRACT PROVISIONS FOR THIS AGREEMENT**

Subcontractor/DBE Participation. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any Subcontractors, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subcontractors is an independent

obligation from the Agency's obligation to make payments to the Consultant. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors. Consultant shall pay its Subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency. Any substitution of Subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute Subcontractor.

Disadvantaged Business Enterprise (DBE) Participation. This Agreement is subject to Department of Regulations set forth in 41 CFR Section 60-4 that establishes goals and timetables for participation of minorities and women in the construction industry. The Consultant shall comply with these regulations and shall obtain compliance with 41 CFR Section 60-4 and shall require any subcontractors employed by the Consultant to comply with 41 CFR Section 60-4. ***The goal for the participation of women in each trade area shall be 6.9 percent.***

Performance of DBE Consultant and other DBE Subcontractors/Suppliers. DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

Prompt Payment of Funds Withheld to Subcontractors. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime consultant, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29)

requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient Subcontractor performance, or noncompliance by a Subcontractor. This provision applies to both DBE and non-DBE prime consultant and Subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

DBE Records. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Agreement, a summary of these records shall be prepared and submitted, certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report- Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

DBE Certification and Decertification Status.

If a DBE Subcontractor is decertified during the life of the Agreement, the decertified Subcontractor shall notify the Consultant in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the Agreement, the Subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

**PREVALING WAGE**

The Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

### **RETENTION OF RECORDS / AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the Consultant, Subcontractors and the Agency shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The Agency, EDA, the Comptroller General of the United States, the Inspector General of the Department of Commerce or any duly authorized representative of the local, state or federal government shall have access to any books, records, papers and documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

### **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code, Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Consultant within the immediately preceding two-year period because of the Consultant's failure to comply with an order of a Federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

### **DEBARMENT AND SUSPENSION CERTIFICATION**

The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency



within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the Agency.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

### **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Agency employee. For breach or violation of this warranty, Agency shall have the right in its discretion to terminate the contract without liability, to pay only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

### **PROHIBITION OF EXPENDING AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

### **COST PRINCIPLES**

The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. are subject to repayment by Consultant to the Agency.

### **CONSULTANT'S ENDORSEMENT ON ENGINEERING DATA**

The responsible Consultant/Engineer shall sign all engineering data furnished by him/her, and where appropriate, indicate his/her California registration.

### **APPLICABLE LAW**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement.

### **RECOVERY OF ATTORNEY'S FEES**

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

### **SEVERABILITY**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on this \_\_\_\_\_ day of October, 2018.

AGENCY

CONSULTANT

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

[Attach Notary Page]

By: \_\_\_\_\_  
Tara Rustenhoven, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert Hunt, City Attorney

Exhibits: Exhibit A – Consultant's Proposal

**EXHIBIT A**  
**4-LEAF INC PROPOSAL**



July 27, 2018



*PROPOSAL TO PROVIDE*



## CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

For the

South Willows Commercial and Industrial  
Center EDA Project No. 07-01-07275



*PREPARED FOR THE*

**CITY OF WILLOWS**

201 N. Lassen Street  
Willows, CA 95988



896 North Winding Way

Fair Oaks, CA 95628

(916) 965-0010

Bert Gross, PE, Vice President



**4LEAF, INC.**

ENGINEERING • CONSTRUCTION MANAGEMENT  
BUILDING INSPECTION • PLAN CHECK



July 27, 2018

City of Willows  
201 N. Lassen Street  
Willows, CA 95988

Attn: John Wagner, City Engineer

**Subject: Proposal to provide Construction Management and Inspection Services  
For the South Willows Commercial and Industrial Center – EDA Project No. 07-01-07275**

Dear Mr. Wagner,

We are pleased to submit our proposal for Construction Management and Inspection Services for your upcoming Commercial and Industrial Center project. 4LEAF has a long history working with municipalities and public agencies on projects very similar this one; and is ideally suited to manage this project for the City.

#### WHO WE ARE

4LEAF is a Northern California based, full-service engineering firm established in 1999 that specializes in providing Construction Management, Engineering, and Inspection Services. Currently we serve nearly 100 public agencies throughout California. 4LEAF employs more than 200 construction professionals, including numerous local inspectors, engineers and construction managers.

At 4LEAF, we have enjoyed long relationships with local public-sector clients providing on call construction management and inspection services. These clients include Sacramento Regional Transit District, California State Parks, and the Cities of Sacramento, West Sacramento, Folsom, Elk Grove, Citrus Heights and Roseville.

#### WHY 4LEAF?

- ✿ We have completed more than 400 state parks construction projects that include **several pre-fabricated bridge installations**, numerous park trails, roads, and utility installations
- ✿ We have performed recent streetscape/utility undergrounding projects on major downtown Boulevards for the Cities of Mill Valley, Cotati, Citrus Heights, Lincoln, and West Sacramento, many included road widening and joint trench utilities
- ✿ We have managed capital improvement projects that include **water and sewer systems, storm drain systems, mass grading, earthwork, retaining walls** for many municipalities and public agencies
- ✿ Our team understands the Caltrans LAP manual and federal/state reporting requirements, and **CDBG Grant Funding**. We are currently managing a street project in Lake County that has Federal and CDBG funding. Our documentation has successfully passed multiple federal project audits.



We have assembled a qualified CM team that team committed to performing the full scope of work in the RFP. Our team includes experienced construction manager and professional engineer **Shane Crowe, PE** to lead the project. Shane has led multiple road and bridge projects and has worked extensively with Native American jurisdictions supporting capital improvement projects. Our team also includes **Anthony Tierra, PE** to assist with inspections. Anthony is also a registered engineer and brings experience with **CIDH pile foundations**.

Our long-time subconsultant, **Construction Testing Services, Inc.** will provide the material testing and Geotech services. We have worked with CTS on numerous public works projects over the past decade. Our environmental subconsultant, **ECORP Consulting Inc.**, is well qualified to provide the required survey and monitoring services and has worked in the area. ECORP's Eric Stitt will be the main point of contact for the contract and the Designated Representative. He is covered under ECORP's federal recovery permit for **giant garter snake** and will be assisted by a team of experts covering the various sensitive biological resources and tasks described in the RFP.

We would value an opportunity to perform for the City on your Commercial/Industrial Center project. Our team is **absolutely committed to providing efficient and responsive service to the City**.

I will be your contact person. Please feel free to call or email me at any time.

**We look forward to working with you.**

Sincerely,

Bert Gross, PE

Vice President, 4LEAF, Inc.

8896 North Winding Way, Fair Oaks, CA 95628

Office: (916) 965-0010, Fax: (916) 965-0013, Mobile: (916) 870-7191, Email: [bgross@4leafinc.com](mailto:bgross@4leafinc.com)



# PROPOSAL

## CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

FOR

SOUTH WILLOWS  
COMMERCIAL AND  
INDUSTRIAL CENTER

EDA Project No.  
07-01-0275

July 27, 2018

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## APPENDIX – RESUMES







## 1. INTRODUCTION

4LEAF, Inc. (4LEAF) is a California "C" Corporation that was established in 1999 by experienced engineers and managers with a focus on providing construction management and engineering services. We are a multi-discipline firm with the goal of setting the industry standard for customer service. We mainly support public-sector clients, including numerous municipalities and public agencies.

We presently have a staff more than 200 that includes certified and licensed engineers, architects, construction managers, inspectors, and administrative staff available to serve our clients. 4LEAF's CM experience includes projects of the same size and scope as your commercial/industrial center.

Our Construction Management staff comprises a spectrum of qualified, experienced professionals ranging from resident inspectors, to resident engineers, construction managers, project managers, and senior engineer consultants. Our staff has the initiative, experience and expertise to work independently, managing projects to successful completion.

4LEAF serves public sector clients, many offering repeat business and multiple contract terms for our services. We have provided construction management services on the following types of projects:

- ✓ Roadways/Transportation
- ✓ Utilities/Underground Construction
- ✓ Government/Municipal Facilities
- ✓ Parks, Sports Facilities
- ✓ Utilities/Underground Construction
- ✓ Parking Lots & Structures
- ✓ Environmental Remediation Project
- ✓ Community Centers
- ✓ Large-Scale Retail & Industrial Building
- ✓ Water Treatment Facilities
- ✓ HAZMAT/Remediation Projects
- ✓ Historic Structures
- ✓ HVAC/Mechanical/Electrical/Plumbing
- ✓ Multi-Story Buildings

## PRIMARY SERVICES

Listed below are the primary services offered by 4LEAF.

### Construction Project Management and Engineering Services

- |                                    |                                                                                                      |                                                                                              |
|------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| • Design Review                    | • Review Contractor's Certified Payroll                                                              | • Review Submittals & RFI's                                                                  |
| • Bid Evaluation/Support           | • On-site coordination for utilities                                                                 | • Monitor & Document Contractor's Compliance with Project Contract                           |
| • Prepare Project Management Plans | • Review Progress Payments                                                                           | • Maintain Detailed Written and Photo Records of Site Activities                             |
| • Project & Program Management     | • Track Bid Item Quantities                                                                          | • Track Equipment & Manpower                                                                 |
| • Constructability Review          | • Review Baseline Schedules                                                                          | • Perform Claims Analysis                                                                    |
| • Construction Inspections         | • Perform Schedule Management                                                                        | • Perform On-Site Administration                                                             |
| • Daily Inspection Reports         | • Coordinate project stakeholders                                                                    | • Review Engineering Cost Estimates                                                          |
| • Verify Grades and Alignments     | • Maintain complete and accurate project files in accordance to Caltrans file and record procedures, | • Review Contractor Provided Traffic Control Plans in Conjunction with Caltrans, as required |
| • Review Traffic Control Plans     | • Provide Cost Control                                                                               | • Provide Contract Dispute expertise                                                         |
| • Resource Agency Coordination     | • Provide ADA/Building-Code Compliance                                                               |                                                                                              |
| • Process Change Orders            |                                                                                                      |                                                                                              |
| • Prepare As-Built Drawings        |                                                                                                      |                                                                                              |
| • Review Contractor Pay Estimates  |                                                                                                      |                                                                                              |



## 2. PROJECT APPROACH AND SCHEDULE

### PROPOSED METHOD TO ACCOMPLISH THE WORK/INNOVATION

Immediately after a Construction Management contract is awarded, 4LEAF will meet with City personnel to collaborate and coordinate our team plan. We will discuss the City's goals and suggest innovations on how we can meet or exceed them to make this a successful project.

#### APPROACH

4LEAF will 'hit the ground running' and ensure that a highly-qualified team is provided to meet the scope, budget and schedule for the project. Every team member will possess the necessary skills, knowledge and ability to exceed the requirements listed in this Scope of Services. This team is familiar with all applicable Federal, State and Local regulations policies and procedures. 4LEAF will ensure all structure and roadway construction work conforms to the California Department of Transportation's (CALTRANS) manuals, standard drawings, specifications, plans and special provisions and meets or exceeds the City of Willows desired quality of workmanship.

We will immediately establish coordination and communication protocols in close collaboration with the City. This includes communicating with utility companies, agencies including state and U.S. Fish and Wildlife, and the contractor.

4LEAF will ensure successful collaboration with all stakeholders throughout the life of the project. We believe that communication and teamwork are crucial in building, establishing and maintaining a cohesive relationship with all stakeholders. This will be accomplished through monitoring and controlling project scope creep, budget and schedule and **keeping the stakeholders involved and aware at all times**. 4LEAF will also ensure that permits, including the Incidental Take Permit, have been approved and that the best management practices have been implemented prior to beginning any work on the project.

#### PROJECT CONTROLS

Preparation of a Master Schedule using the critical path method will begin immediately. 4LEAF will prepare an as-built schedule analysis that we will maintain throughout the life of the project. This as-built schedule compares the planned and durations to actual start and durations of all activities. This will clearly show activities affected by project progress, deviation from the original plan or sequence of events, and shows the actual logic. This is a reliable basis for evaluating project delays.

4LEAF will administer tracking and accounting of all bid items and materials. This tracking will be crucial to make sure all work is charged to the appropriate ten funding project numbers.

All personnel provided by 4LEAF will be given any specialized training, including safety training and all necessary equipment to complete all work in accordance with the CALTRANS manuals, standard drawings, specifications, plans and special provisions.



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT  
BUILDING INSPECTION • PLAN CHECK

South Willows Commerical  
and Industrial Center  
EDA Project No. 07-01-07275



ID	Task Name	Duration	Start	Finish	Qtr 3, 2018	Qtr 4, 2018	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019
1	Project Start		Wed 8/1/18	Wed 8/1/18	Jul	Aug	Sep	Oct	Nov
2	Pre-Construction	5 days	Wed 8/1/18	Tue 8/7/18	Jul	Aug	Sep	Oct	Nov
3	Bid Opening		Wed 8/1/18	Wed 8/1/18	Jul	Aug	Sep	Oct	Nov
4	Pre-Conference Planning	5 days	Wed 8/1/18	Tue 8/7/18	Jul	Aug	Sep	Oct	Nov
5	CDFW Notification		Thu 8/2/18	Thu 8/2/18	Jul	Aug	Sep	Oct	Nov
6	Relocation Plan for GGS		Thu 8/2/18	Thu 8/2/18	Jul	Aug	Sep	Oct	Nov
7	Greater Garter Snake Training		Thu 8/2/18	Thu 8/2/18	Jul	Aug	Sep	Oct	Nov
8	WEAP Planning	2 days	Thu 8/2/18	Fri 8/3/18	Jul	Aug	Sep	Oct	Nov
9	WEAP Presentation		Mon 8/6/18	Mon 8/6/18	Jul	Aug	Sep	Oct	Nov
10	Pre-Construction Conference	1 day	Tue 8/7/18	Tue 8/7/18	Jul	Aug	Sep	Oct	Nov
11	Avian Biologist Survey		Tue 8/7/18	Tue 8/7/18	Jul	Aug	Sep	Oct	Nov
12	Greater Garter Snake Survey		Tue 8/7/18	Tue 8/7/18	Jul	Aug	Sep	Oct	Nov
13	Construction	270 days	Wed 8/8/18	Tue 8/20/19	Jul	Aug	Sep	Oct	Nov
14	Daily Field Report	263 days	Wed 8/8/18	Fri 8/9/19	Jul	Aug	Sep	Oct	Nov
15	Daily Inspection Report	263 days	Wed 8/8/18	Fri 8/9/19	Jul	Aug	Sep	Oct	Nov
16	Daily Biology Report	263 days	Wed 8/8/18	Fri 8/9/19	Jul	Aug	Sep	Oct	Nov
17	Monthly Status Report		Thu 8/16/18	Tue 8/20/19	Jul	Aug	Sep	Oct	Nov
31	Quarterly Compliance Report		Thu 8/16/18	Tue 8/20/19	Jul	Aug	Sep	Oct	Nov
36	Annual Status Report		Thu 1/31/19	Thu 1/31/19	Jul	Aug	Sep	Oct	Nov
37	Post-Construction	7 days	Mon 8/12/19	Tue 8/20/19	Jul	Aug	Sep	Oct	Nov
38	Project Closeout	7 days	Mon 8/12/19	Tue 8/20/19	Jul	Aug	Sep	Oct	Nov

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	



### 3. PROFESSIONAL EXPERIENCE

Since its inception back in 1999 4LEAF has managed numerous projects for public works departments throughout the State. Similar to your commercial/industrial center project, our projects have federal, state and local funding programs and Caltrans requirements.

Below is a partial list of recent projects all have federal, state or grant funding; and many have environmental constraints and mitigation measures.

- City of Citrus Heights Antelope Road Safe Routes to School – Fall 2016
- City of Mill Valley Miller Avenue Streetscape Project, \$13.5M (*in progress*)
- City of Cotati Downtown Streets/Old Redwood Highway Rehab/ Hwy 116 landscape (2016)
- Elk Grove Sidewalk Extension/Roadway Paving (March 2016)
- SR89 UPRR Mousehole Undercrossing, Town of Truckee, \$13M (April 2016)
- Wastewater Odor Mitigation Project, City of Folsom (January 2016)
- UPRR Pedestrian Improvements, City of Colfax, \$300K (November 2015)
- Lincoln Boulevard Improvements, City of Lincoln, \$2.1M (Fall 2015)
- City of Colfax UPRR/Pedestrian Improvements, \$600K, (Fall 2015)
- Chino Hills State Park 2.5 Mile Entrance Road, California State Parks, \$12.5M (June 2015)
- City Wide Sanitary Sewer Improvements, City of Burlingame (2014)
- Cactus Avenue / UPRR Grade Separation, Clark County, Nevada, \$8.5M (March 2014)
- PG&E Gas Line Replacement, City of West Sacramento (2014)
- Auburn Boulevard Complete Streets, City of Citrus Heights, \$10M (July 2014)
- Tower Bridge Gateway East, City of West Sacramento \$6M (completed 2012)
- I-215 Airport Interchange/Bridge, Clark County Public Works, Nevada, \$34M (2013)
- San Francisco Marina Yacht Harbor – America's Cup Renovation, \$22M (2013)
- Desert Inn Super Arterial Deck, Las Vegas Blvd, Clark County, Nevada, \$3.8M (August 2011)
- West Capitol Avenue Streetscape, City of West Sacramento, \$7M (completed 2010)
- Downtown Connector Bus Rapid Transit (BRT), Clark County, Nevada, \$24M (March 2010)





FIRM PROJECT EXPERIENCE

## Chino Hills State Park - Entrance Road and Facilities, Brea, CA

California State Department of Parks and Recreation (California State Parks)



### PROJECT DESCRIPTION

4LEAF's proposed inspector **Dave Ruth** was the onsite inspector and construction representative for this project that constructed a new entrance road and bridges at Chino Hills State Park.

**Relevance:** *We chose this project because it used Caltrans standards and has many similar scope elements including new roadway, underground utilities, extensive earthwork, drainage, precast bridge, 45 ft. drilled piles.*

The **new road, built to Caltrans standards**, will divert vehicle traffic off of the trails that are shared by bicyclists, equestrians and pedestrians.

All new upper roadways were lined with roadway guardrails and built to Caltrans Specifications. The scope included installation of **underground electrical and communication lines**, and a 90-foot double railcar bridge spans a lower creek bed. The Railcar bridge sits on ten 45-foot deep drilled pile footings and concrete abutments.



The project included 13 new water drainage culverts used to direct the flow of the runoff and creek bed crossings. The project required construction of **several retaining wall structures**, using both shotcrete soil nail walls and structural interlocking block walls.



### Client Reference

**Contracting Agency:** State Department of Parks & Recreation  
One Capital Mall, Suite 500  
Sacramento CA, 95814

**Project Manager:**  
Ron Birkhead, (ret.)  
P: (916) 284-9648 (cell)  
E: rbirkhead@msn.com

**Project Cost:** \$12M

**Dates:** 2015

### Project Type

- ✓ Roadway, Bridge,
- ✓ Retaining Walls;
- ✓ Drainage Culverts
- ✓ U/G Utilities,
- ✓ Park Facilities

### Services Performed by Firm

- ✓ Construction Management
- ✓ Construction Inspection

### 4LEAF Staff:

Bert Gross, PE  
Dave Ruth, CM/Inspector





FIRM PROJECT EXPERIENCE

## SR89 Mousehole Pedestrian/Bicycle Improvement Project

Town of Truckee, California



### Client Reference

**Contracting Agency:**

Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161

**Project Manager:**

**Becky Bucar, PE**  
P: (530) 582-2932  
E: [bbucar@townoftruckee.com](mailto:bbucar@townoftruckee.com)

### PROJECT DESCRIPTION

The SR89 Mousehole Pedestrian and Bicycle Improvement Project is a high profile and long-awaited project that constructs a pedestrian/bike tunnel and trail along the east side of State Route 89 and Highway 80. The tunnel is a UPRR underpass, **constructed under UPRR, Caltrans and FHWA oversight**. The new multi-use path is a 10-foot wide concrete surfaced shared-use path - separated from motor vehicle traffic - that supports safe walking or bicycling.

**Relevance:** *We chose this project because it is Caltrans/Federally funded has similar scope of work including jack and bore, earthwork, paving, curb, gutter.*

4LEAF provided the full range of construction management services including project inspection, quality assurance, materials testing, safety, partnering, claims mitigation and document control for the project. The project is funded with Federal, State and local sources.

The new underpass (tunnel) is just east of the existing grade separation (Donner Creek Underpass, Bridge Number 17-0016). The tunnel construction required installation of ground freeze piping and freezing the soil on the existing embankment to support Cooper E80 live loads. The scope includes construction of a concrete box for jack and bore operations as well as multiple retaining walls.



### Project Cost

\$14M

**4LEAF Contract:** \$920K

**Date:** Completed 2016

### Project Type

- ✓ UPRR/Caltrans/FHWA Interface
- ✓ Jack and Bore Tunneling
- ✓ Retaining Wall
- ✓ Soil Freezing
- ✓ Infiltration Basin
- ✓ SWPPP Controls

### Services Performed by Firm

- ✓ Construction Management
- ✓ Contract Administration
- ✓ Change order management
- ✓ Construction Inspection
- ✓ RFI/Submittal processing
- ✓ NCR processing
- ✓ Document control
- ✓ Cost Management
- ✓ QA audits
- ✓ QA/QC in construction
- ✓ Utility/UPRR coordination

### 4LEAF Staff:

Bert Gross, PE – Principal  
Jay Allen, PE – RE/CM





FIRM PROJECT EXPERIENCE

## Miller Avenue Streetscape Project

City of Mill Valley



### Client Reference

Andrew Poster, P.E., T.E.  
Department of Public Works  
City of Mill Valley  
P: (415) 384-4800  
E: APoster@cityofmillvalley.org

### Project Cost

\$13.5M

DIR Project ID: 94650

### Project Type

- ✓ UPRR/Caltrans/FHWA Interface
- ✓ Full Depth (Asphalt) Reclamation
- ✓ Cold In-Place Recycling
- ✓ Underground Utilities
- ✓ Retaining Wall
- ✓ Extensive Public Outreach
- ✓ Sidewalk/curb/gutter
- ✓ Intersection/Crosswalks
- ✓ Traffic Signal

### Services Performed by Firm

- ✓ Construction Management
- ✓ Contract Administration
- ✓ Daily Public Outreach
- ✓ Chair Construction meetings
- ✓ Change order management
- ✓ Construction Inspection
- ✓ RFI/Submittal processing
- ✓ QA/QC in construction

**Completed: October 2017**

### PROJECT DESCRIPTION

4LEAF provided the CM and Inspection services to the City of Mill Valley for this \$13.5M project, which is one of the largest Public Works project ever undertaken by the City of Mill Valley and will dramatically improve multi-modal movements for pedestrians, bicyclists, and motor vehicles.

**Relevance:** *We chose this project because it is Caltrans/Federally funded has similar scope of work roadway rehab, sewer rehab, new manholes, paving, sidewalk, curb gutter, striping, streetlights.*

The project installed new underground utilities, **recycled and rehabilitated more than 8 lane-miles of asphalt pavement**, replaced sidewalks, utility boxes, streetlights, hardscaping and landscaping to beautify over 2 miles of Miller Avenue, one of two major thoroughfares into downtown Mill Valley.

Project components included **Full Depth (Asphalt) Reclamation (FDR) on more than 1.5 lane-miles** in the main business corridor of Miller Avenue, Cold In-Place Recycling (CIR) of more than 6.5 lane-miles of existing asphalt pavement and Sewer rehabilitation using a combination of pipe bursting, cured-in-place lining, and open trench pipe removal and replacement. The project scope of work involved televising of pipes, rehabilitation of sewer pipe by open-cut trenching, pipe bursting and cured-in-place lining, replacement of laterals, and constructing new manholes.

Project was managed under Caltrans Local Assistance requirements as required for Federal funds.





FIRM PROJECT EXPERIENCE

## Pavement Rehabilitation Old Redwood Highway & Downtown Plan Area

City of Cotati



### Client Reference

City of Cotati  
201 West Sierra Ave.,  
Cotati, CA 94931 94931  
Craig Scott, PW Director/City Eng.  
P: (707) 665-3620  
E: CScott@cotaticity.org

### PROJECT DESCRIPTION

4LEAF provided full construction management and inspection services for three pavement rehabilitation projects for the City of Cotati. The projects are federally funded and managed with Caltrans LAPM procedures.

**Relevance:** *We chose this project because it is Caltrans/Federally funded and has similar scope elements including roadway rehab, paving, sidewalk, curb, gutter, ramps, traffic signals, striping.*

Scope includes improvements to the regional bicycle route on Old Redwood Highway, widening and improving the sidewalks, adding new streetscape in Cotati's downtown Priority Development Area (PDA), ADA upgrades, and signalization of deficient intersection at William/George, and other safety upgrades.

The project improves the access and appearance of Old Redwood Highway between Highway 116 and La Plaza Park by widening a portion of the highway, improving sidewalks, crosswalks and bike lanes, intersection improvements, streetlights, and other amenities.

The scope also includes ADA upgrades, signalization of deficient intersection at William/George, and other safety upgrades. The project is federally funded and managed in accordance with Caltrans LAPM procedures. 4LEAF provided coordination with agencies and provided outreach to business owners affected by the project.

Project Cost: \$2M

Dates: Nov. 2016

### Project Type:

- ✓ Class II bicycle lanes
- ✓ Bicycle parking
- ✓ Widened sidewalks
- ✓ Traffic signal push buttons
- ✓ High visibility crosswalks

### Services Performed by Firm

- ✓ Construction Inspection
- ✓ RFI/Submittal/NCR processing
- ✓ Coordinate Stakeholders
- ✓ T&M Tracking
- ✓ Process Control Documents
- ✓ Public Outreach
- ✓ SWPPP Monitoring







**ADDITIONAL RELEVANT PROJECT EXPERIENCE:**

**CITY OF LINCOLN  
LINCOLN BLVD IMPROVEMENTS  
PHASE I (2015),  
PHASE II (IN PROGRESS)**

**CLIENT CONTACT:**

RAY LEFTWICH, CITY ENGINEER  
(916) 434-2457  
rleftwich@ci.lincoln.ca.us

4LEAF provided CM, Inspection services for this multi-phase project makes streetscape improvements to Lincoln Boulevard and the adjoining side streets. The project features thermoplastic pavement striping, and markings, bicycle loop detectors, new NEV (neighborhood electric vehicle) lanes, storm drainage system, signage and landscape, hardscape and new landscaping improvements and irrigation system.



Traffic control is of particular importance on this project as the City aims to minimize any inconvenience to businesses and avoid any traffic detours off the boulevard or business closures.

**CITY OF WALNUT CREEK  
YGNACIO VALLEY ROAD/SAN  
CARLOS DRIVE IMPROVEMENT  
PROJECT**

DIR PROJECT ID: 39321

**CLIENT CONTACT:**

JOE SADRI, ASSISTANT ENGINEER,  
(925) 943-5899

4LEAF recently provided construction inspection services for the road Improvements on Ygnacio Valley Road, a heavily travelled roadway in Walnut Creek and a major route for vehicles travelling between I-680 in Walnut Creek and the Clayton Valley area. The project included the demolition of concrete curb, sidewalk, and median; excavation and grading; new concrete curb, sidewalk, and curb ramps; concrete pavers in the median; HMA pavement; traffic striping; street lighting relocations; traffic signal replacement at the intersection of Ygnacio Valley Road and San Carlos Drive; signage; landscaping and irrigation.



**CITY OF CITRUS HEIGHTS  
AUBURN BOULEVARD COMPLETE  
STREETS REVITALIZATION**

**CLIENT CONTACT:**

KEVIN BECKER, PE, PRINCIPAL CIVIL  
ENGINEER  
(916) 727-4770,  
KBECKER@CITRUSHEIGHTS.NET

4LEAF provided construction management and inspection services for the project, that transformed Auburn Blvd to a well-connected, vibrant, mixed-use, transit-oriented, and pedestrian friendly activity area. The project relocated overhead utilities underground and makes significant street improvements. The Complete Streets Project include ADA sidewalks, traffic signals, and 9,600 feet of dedicated bike lanes, utility joint trench, road work, storm drains, and SWPPP compliance.

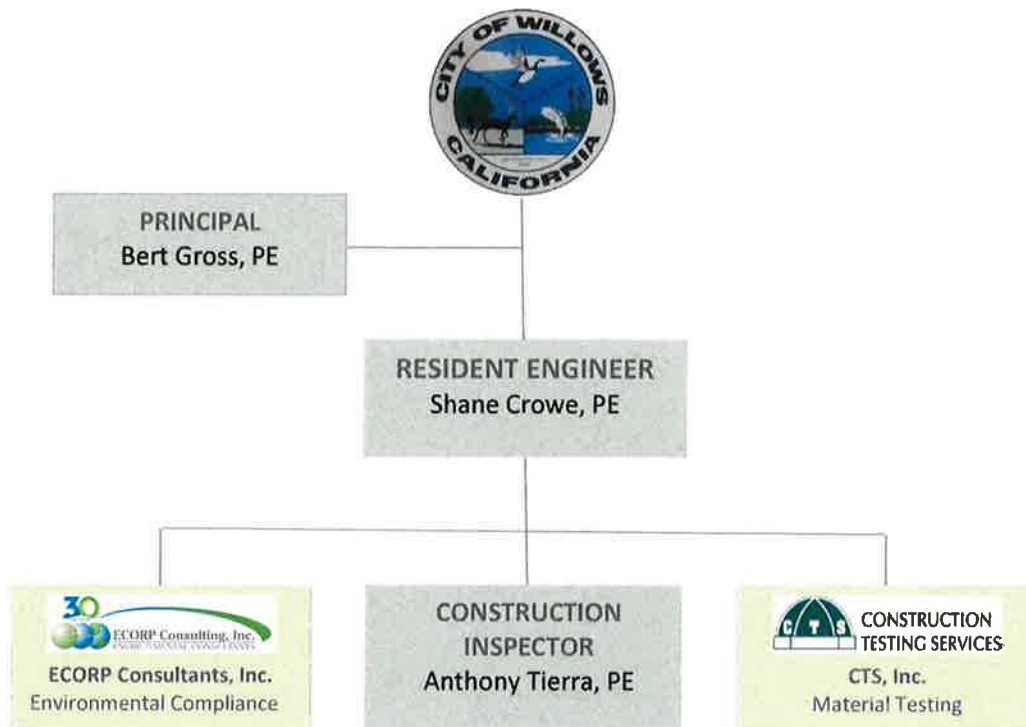




## 4. PROJECT TEAM EXPERIENCE

### PROJECT ORGANIZATION CHART


Our project team is led by our Resident Engineer/Construction Manager **Shane Crowe, PE**. He is supported by experienced project manager Bert Gross, who will ensure the project has the staff and support it needs from 4LEAF. Shane, as the CM, will oversee the work of the team, which includes project inspectors and subconsultants who provide material testing and environmental monitoring services.





## KEY STAFF PROFILES

Below we introduce our proposed key project staff and their references. Full resumes can be found in the Appendix 1.

CONSTRUCTION MANAGER, Shane Crowe, P.E.		Availability: 100% dedicated
	Shane Crowe is a California-registered Civil Engineer with over 22 years of experience in the construction industry. He has a background in project management, construction management and field engineering; and has served as Owner's Representative and QC supervisor as well as Public Works director.	
	Shane thoroughly understands roadway design and construction, <b>Caltrans standard specs and LAP manual procedures</b> . He has years of experience in contractor bid processes, project development and construction inspection, and is a leader in the field. He works closely with design engineers, contractors, subcontractors, public agencies, environmental agencies, tribal representatives, and the public to solve problems in the field and keep projects moving forward.	
	Shane has designed retaining walls, roadways, grading and storm water systems. He has managed numerous <b>roadways, streetscapes</b> , public works projects in the field. He was the project engineer for the 8-mile-long Standing Rock Sioux Reservation Bike Path Project and managed a three-mile connector road nature trail project at Jackson Rancheria. He also managed and a bridge replacement and roadway improvements at Don Edwards wildlife Refuge in Fremont. He has reviewed and enforced traffic control plans and addressed impacts to the public. He manages SWPPP requirements during construction and ensures projects are compliant with environmental permits and biological opinions on projects.	
REFERENCES		
<ul style="list-style-type: none"><li>• <b>Mark Johnson, Project Director, Jackson Rancheria Band of Miwok Indians</b> Project: Jackson Rancheria Three Mile Connector Road Email: <a href="mailto:mjohnson@tub.conm">mjohnson@tub.conm</a>, phone: (510) 703-7501</li><li>• <b>Jonathan Giraldo – Federal Highway Administration Civil Engineer</b> Project: Don Edwards Wildlife Refuge, La Riviere Bridge Replacement &amp; Marshlands Road Reconstruction Email: <a href="mailto:Jonathan.giraldo@dot.gov">Jonathan.giraldo@dot.gov</a>, phone: (413) 210-0052</li><li>• <b>Dan Sabers, City of Mitchell, South Dakota City Council, Cow Palace Director</b> Project: Cow Palace 6<sup>th</sup> Avenue Plaza, others Email: <a href="mailto:Dansabers@hotmail.com">Dansabers@hotmail.com</a>, phone: (605)-630-2060</li></ul>		



**INSPECTOR/ASSISTANT CM, Anthony Tierra, P.E.**

Availability: As Needed



Anthony has more than 31 years of experience as a construction engineer operating at various levels of construction and has extensive experience both inside and outside of the office. His project experience includes underground utilities, railway transportation systems, highways, hospitals, bridge seismic retrofits, flood control projects, and industrial and commercial steel buildings. Anthony's experience has been focused on inspection, submittal and RFI management cost estimating and schedule review; contract administration; change order and claims management.

Anthony has worked on **multiple projects with CIDH piles**, including the WETA Central Bay Ferry Maintenance Facility, currently in the final weeks. He also provided oversight of the construction of **CIDH foundation piles**, bridge demolition, and bridge construction for a 32-mile segment of the California High Speed Rail system, and the Caltrans Richmond-San Rafael Bridge retrofit, which drove 66-inch diameter, 60-foot deep CIDH piles.

**PRINCIPAL IN CHARGE, Bert Gross, P.E.**

Availability: As Needed



Bert Gross is Vice President of 4LEAF and a California-registered Professional Engineer with more than 25 years of experience managing complex public works projects. He is responsible for staffing and financial management of 4LEAF's Construction Management and Inspection projects. He will provide monthly or as needed accounting updates on the status of the 4LEAF contract.

Bert currently manages long-term, on-call construction management and inspection services contracts for several local, public sector clients including the City of West Sacramento, California State Parks, and Sacramento Regional Transit District. Bert is experienced in project planning, construction procurement and managing projects with multiple funding sources. He is experienced with managing change order negotiations, and client relations.



## SUBCONSULTANT TEAM MEMBERS

### ECORP CONSULTING, INC. – ENVIRONMENTAL SERVICES



ECORP Consulting, Inc. (ECORP) assists public and private clients with a wide range of environmental services including biological monitoring and project compliance documentation.

ECORP will provide the full range of biological monitoring and compliance services identified in the City of Willows RFP in-house. ECORP employs an extensive biological staff of experienced biological monitors and compliance specialists who hold necessary permits for a wide variety of special status plant and wildlife species. They have a broad depth of biological capabilities and can support multiple, concurrent monitoring duties, including extended biological monitoring (e.g., 7 days/week and 12 hours/day) as required. We are also experienced at developing and delivering Worker Environmental Awareness Trainings (WEATs) and frequently provide trainings in both English and Spanish.

Eric Stitt will be the main point-of-contact for the contract and the Designated Representative. He is covered under ECORP's federal recovery permit for **giant garter snake** and will be assisted by a team of experts covering the various sensitive biological resources and tasks described in the RFP. The proposed Qualified Biologists/biological monitors are Ariel Miller and Matt Spaulding. Both have significant biological compliance monitoring in their background, including on high-visibility projects on which giant garter snake has been the primary species of concern. Additionally, both have been involved in numerous projects where nesting birds, aquatic resources, and other special status species are a concern. **Both Ariel and Matt have a proven history of being approved by the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) as qualified biological monitors for giant garter snake.** Additionally, Ariel is covered under ECORP's federal giant garter snake permit. Both Ariel and Matt are seasoned biological monitors that understand the importance of working closely with construction teams and the need for regular and clear communication between project team members.

### ERIC STITT (ECORP CONSULTING, INC.) – SENIOR BIOLOGIST/HERPETOLOGIST

Eric Stitt is a non-game wildlife ecologist with more than 19 years of experience (8 years with ECORP). Mr. Stitt has worked throughout California and the western states and has provided biological services in support of transmission lines, gas pipelines, road and infrastructure projects and national parks and preserves. Eric is versed in vertebrate field inventory and survey techniques including herpetofauna visual encounter surveys; trapping of reptiles and amphibians; PIT-tagging; dip-net surveys of larval amphibians, and vernal pool branchiopods. He presently holds permits for California red-legged frog, California tiger salamander, **giant garter snake**, and salt-marsh harvest house.

### ARIEL MILLER (ECORP CONSULTING, INC.) – ASSOCIATE BIOLOGIST/PROJECT MANAGER

Ariel works as an associate biologist and associate project manager for ECORP and has more than 5 years of professional experience conducting species surveys, habitat assessments, construction monitoring, and managing both small and large projects. Her field knowledge and experience has included a focus on special-status species including **giant garter snake (GGS; *Thamnophis gigas*)**. She has performed biological monitoring, preconstruction surveys, wetland delineations, habitat assessments, and special-status wildlife and plant species surveys. She has written several wetland delineations and has prepared more comprehensive documents such as biological assessments, **incidental take permits**, and mitigation banking documents.





## CONSTRUCTION TESTING SERVICES, INC. – MATERIAL TESTING AND SPECIAL INSPECTION



Founded in 1994, **Construction Testing Services (CTS)** has provided full service special inspection, material testing and engineering for nearly \$20 billion in construction, including transportation, roadways, site work, water resource projects, laboratories, hospital facilities, civic centers, parking structures, and police and fire stations. CTS is a long time sub-consultant to 4LEAF and has served on numerous projects with the 4LEAF team.

CTS' 250+ member staff includes licensed engineers, inspectors and technicians who are experienced in all types of construction. Our proactive, budget-conscious management style will help you monitor the project for cost effectiveness while covering all aspects of required inspections per approved plans and specifications; city and county, state and special district rules and regulations; and applicable Caltrans and ASTM requirements.

**CTS inspectors and technicians are certified by:** Caltrans, International Code Council (ICC), American Welding Society (AWS), American Society for Nondestructive Testing (ASNT), American Concrete Institute (ACI), Division of State Architect (DSA), and the U.S. Army Corps of Engineers.

**CTS laboratories are regularly reviewed and accredited by:** Caltrans, American Association of Streets, Highways and Transportation Officials (AASHTO), Special Inspection Committee of the International Code Council (ICC), Cement and Concrete Reference Laboratory (CCRL), Division of State Architect (DSA) U.S. Army Corps of Engineers

### **BRAD QUON, GE (CTS, INC.) - GEOTECHNICAL ENGINEER**

Brad has more than 16 years of experience performing geotechnical engineering design and construction services for public works infrastructure related construction. He has observed and inspected the geotechnical aspects of numerous projects during construction including roles as field technician, project engineer, resident engineer, and geotechnical engineer-of-record.

Brad serves as the Engineering Manager for the Sacramento laboratory where duties include maintaining and implementing the policies and procedures outlined in the company Quality Systems Manual (QSM). He has performed multiple oversight roles on projects around Sacramento and Northern California as Quality Control Manager (QCM) for general contractors, Resident Engineer, and Geotechnical Engineer of Record (GEOR) on schools, hospitals, and other public projects.

### **DAVID KING (CTS INC.) – MULTI-DISCIPLINED SPECIAL INSPECTOR**

David has more than 41 years of experience in special inspections and materials testing. His specialty is concrete, soils inspections/observations and earthwork testing as well as inspection and testing of asphalt concrete. His experience includes providing testing and inspection for several large publicly-funded projects for water resources and the US Army Corps of Engineers, various airport construction, and Caltrans-governed roadway improvement projects.

### **BRIAN ARNOLD (CTS INC.) – ASNT NDT LEVEL III STEEL SHOP & FIELD INSPECTOR**

Brian has more than 26 years of experience in inspections and construction, including roadways, bridges, streetscapes, and pipelines. His principal responsibilities include visual inspection of structural steel welding (Shop and Field), non-destructive testing, ultrasonic, reinforced concrete, and structural masonry. Brian's responsibilities include tests and inspections for compliance of materials and methods to project specifications and plans.



## 5. PROFESSIONAL REFERENCES

We encourage you to contact our references and learn of their experience working with 4LEAF.

1.	<b>Client Name:</b> California Department of Parks and Recreation <b>Project:</b> On Call Construction & Project Management and Inspection Services (ongoing) <b>Description:</b> 4LEAF provides on call Construction Management and Inspection services to the 270 parks throughout California. We have completed more than 400 projects over the past 12+ years. <b>Client Contact:</b> Ron Birkhead, Construction Supervisor III (retired) <b>Client Phone:</b> Cell: (916) 297-2931 <b>Client Addr:</b> One Capitol Mall, Suite 500, Sacramento, CA 95814 <b>Email:</b> <a href="mailto:rbirkhead@msn.com">rbirkhead@msn.com</a>
2.	<b>Client Name:</b> Town of Truckee <b>Project:</b> SR89 UPRR Undercrossing Mousehole Pedestrian/Bicycle Improvements <b>Description:</b> 4LEAF provided full Construction Management Services on the project that constructed a tunnel under the UPRR tracks, and trail for pedestrians and cyclists. <b>4LEAF Staff:</b> Jay Allen, PE, - CM, Anthony Fanucchi – Inspector, Bert Gross, PE, - Principal <b>Client Contact:</b> Becky Bucar, Engineering Manager <b>Client Phone:</b> (530) 582-2932 <b>Client Addr:</b> 10183 Truckee Airport Road, Truckee, CA 96161 <b>Email:</b> <a href="mailto:BBucar@townoftruckee.com">BBucar@townoftruckee.com</a>
3.	<b>Client Name:</b> Water Emergency Transportation Authority (San Francisco Bay Ferry) <b>Project:</b> Central Bay Operations & Maintenance Facility Project (in progress) <b>Description:</b> 4LEAF is providing full Construction Management Services on the project that constructed 4-story Ferry Maintenance and Operations building and docks on Alameda Bay. <b>4LEAF Staff:</b> Bert Gross, PE, Principal, Anthony Tierra, PE, Office Engineer <b>Client Contact:</b> Mike Gougherty, Senior Planner <b>Client Phone:</b> (415) 364-3189 <b>Client Addr:</b> Pier 9, #111, The Embarcadero, San Francisco, CA 94111 <b>Email:</b> <a href="mailto:gougherty@watertransit.org">gougherty@watertransit.org</a>
4.	<b>Client Name:</b> City of Mill Valley <b>Project:</b> Miller Avenue Streetscape Project <b>Description:</b> 4LEAF recently provided construction management services on this \$13.5M federally funded project that overhauls a 1.8-mile stretch of Miller Avenue. <b>4LEAF Staff:</b> Gene Barry, PE, Principal in Charge <b>Client Contact:</b> Andrew Poster, PE, Director of Public Works <b>Client Phone:</b> (415) 384-4800 <b>Email:</b> <a href="mailto:APoster@cityofmillvalley.org">APoster@cityofmillvalley.org</a>



## 6. SCOPE OF WORK

### PROJECT UNDERSTANDING

We understand the intent of the project is to construct the infrastructure associated with the South Willows Commercial and Industrial Center, to be located on S. Tehama Street between County Road 53 and County Road 57.

The project scope includes installation of the following improvements:

- ✓ 2,600 linear feet of offsite 12-inch diameter water line
- ✓ 540 linear feet of onsite 12-inch water line (including 70 feet of jack/bore)
- ✓ 1,370 linear feet of 15-inch sewer line, along with manholes and other appurtenances.
- ✓ 600 feet of new road (Harvest Drive), include paving, curb, gutter, striping and
- ✓ Road widening of S. Tehama Street at the new intersection, including sidewalk, a bus pad
- ✓ 9,000 c.y. of earthwork.
- ✓ Two detention ponds and a storm drain pump station.
- ✓ 2,300 linear feet of storm drain piping (12-inch to 30-inch), manholes, inlets
- ✓ A 70-foot precast bridge, along with approach slabs, piers, driven piles
- ✓ Joint trench utilities and streetlights

We understand that the City is seeking to retain the following services for the Project:

- Comprehensive Construction Management and Inspection Services
- Material Testing Services –as required by the specifications and in accordance with Caltrans Construction Manual
- Resident Engineer Services for Bridge Construction, including pile driving
- Biological Monitoring services for protection of Giant Garter Snake as required by U.S. Fish and Wildlife.
- Documentation of construction phase and progress payments to contractor required for EDA and CDBG funding.

If 4LEAF is selected to manage the construction of this project we will **be an advocate on behalf of the City** and represent the City's best interests. Having worked with many municipalities and public agencies, we know how to take a project from conception to completion. 4LEAF's team will function as an extension of City staff, seamlessly integrating with the personnel and practices established by the City while adding the expertise that 4LEAF can offer. We will provide project coordination by performing project administration; monitoring and reporting of project budget, schedule, progress, and issues; and managing our subconsultants for environmental and material testing services.





#### PROGRESS REPORTS

We will submit a monthly **Budget Analysis Report** with our monthly invoice. These reports will be updated monthly, submitted to the City's designated Project Manager, and reviewed in a monthly update meeting, if necessary. The frequency of reporting/meeting and content of each report will be discussed in detail with City staff following contract award. The content of the report is outlined as follows:

- Original Budget Amount
- Percent Complete
- Percent Expended
- Percent of Project Completed
- Amount Invoiced to Date
- Remaining Budget to Date
- Pertinent Comments
- Dates Performed

#### CONSTRUCTION MANAGEMENT SERVICES

4LEAF views public works improvements projects as having three distinct elements: *Pre-Construction*, *Construction*, and *Post-Construction*. The following section details the tasks involved in each phase.

##### PRE-CONSTRUCTION PHASE

During Pre-Construction, the 4LEAF team will establish immediate and routine contact and communication with the project's team including the City, the contractor, utility companies, and other project stakeholders. We will take steps to ensure successful collaborations with each of these entities.

##### DOCUMENT REVIEW

The first order of work for the 4LEAF team will be to understand the project scope and site and review the contract documents, including the construction drawings and specifications, addenda, cost estimates and quantities, design reports and studies, resource agency permits, utility relocations plans, etc.

##### KICK-OFF MEETING

Once we have reviewed the contract documents we will meet with the City for a kick-off meeting to discuss the schedule and scope of the project. We will discuss specific project requirements such as permits, document control, and appropriate locations for staging areas with the City for the project construction.

##### BID SUPPORT

4LEAF will attend the Bid Opening, prepare the bids tabulation, evaluate the bidders' qualifications and make recommendations to the City as to the contract award.



#### PRE-CONSTRUCTION MEETING

The 4LEAF team will conduct a pre-construction conference with the project team including City staff, the contractor and subcontractors, and other interested parties. Some of the topics to be discussed at the pre-construction conference will include:

- ✓ Performing introductions and identifying roles/responsibilities.
- ✓ Discussing lines of communication and authority for City, contractor and consultant personnel.
- ✓ Identifying the status of notifications made to underground utilities and protocols for submitting notices to Underground Service Alert (USA).
- ✓ Coordination with other projects under construction within the area.
- ✓ Establish a collaborative role of every worker onsite as to maintaining the public's safety.
- ✓ Identifying construction phasing, scheduling and staging information including where contractor may stage equipment and materials during the project.
- ✓ Discussing material inspection requirements and coordination.
- ✓ Discussing cooperation with the public, minimizing public traffic delays, allowable work hours and procedures for public work notices and any signage that will need to be installed along the project route.
- ✓ Discussing construction staking and traffic handling.
- ✓ Discussing the contractor's Baseline Schedule.
- ✓ Discussing required contractor submittals.
- ✓ Discussing procedures for submitting and approving contractor pay requests and anticipated dates pay requests are typically paid by the City.
- ✓ Discussing process for submitting requests for information (RFIs), change orders, submittals, etc.
- ✓ Discussing mobilization and any additional issues that need to be resolved before work commences.



#### ENVIRONMENTAL MONITORING

We understand that part of the proposed South Willows Commercial and Industrial Center project lies within protected habitat for the giant garter snake (GGS), a federal and state protected species. Our team includes ECORP Consulting Inc. to provide the required environmental services. ECORP's role will be to ensure compliance with environmental permits and agency-promulgated minimization measures aimed at protecting this species.

ECORP will provide a Designated Representative, a Designated Biologist, agency liaison and reporting, preconstruction surveys and reports, a Worker's Environmental Awareness Training, a Giant Garter Snake Relocation Plan, and daily biological monitoring to support the construction project.

#### DESIGNATED REPRESENTATIVE:

Eric Stitt will be the Designated Representative (DR) to act as liaison between the City of Willows, California Department of Fish and Wildlife (CDFW) and the Construction Management (CM) team. Eric will oversee compliance with CDFW's Incidental Take Permit (ITP), and will notify CDFW in writing before



starting construction activities of the DR's name, business address, and contact information. CDFW will be notified in writing if a substitute DR is identified at any time during the term of the ITP.

#### DESIGNATED BIOLOGIST:

ECORP will provide the name, qualifications, business address, and contact information for Designated Biologists (DB's) at least seven (7) days before starting covered activities. The proposed DB's Ariel Miller and Matt Spaulding are knowledgeable and experienced in the biology, ecology, and natural history of the Giant Garter Snake (GGS). They will be responsible for monitoring covered activities to help minimize and fully mitigate or avoid the incidental take of GGS and minimize disturbance to covered species habitat. Ariel and Matt's qualifications will be submitted to CDFW for approval prior to the start of construction. CDFW will be notified in writing if a substitute DB is identified at any time during the project.

#### PRECONSTRUCTION SURVEYS

A review of the environmental documentation for the proposed project shows surveys for nesting birds and raptors are required prior to the start of project activities if construction starts between March 1 and September 1. Our environmental subconsultant, ECORP, will provide a qualified avian biologist to perform the nesting bird survey and draft a report deliverable to CDFW. Cost provides for one draft, revisions, and one final report.

A review of the ITP for the proposed project shows that a preconstruction survey for the Giant Garter Snake (GGS) is required no more than 24 hours before initial ground disturbance. ECORP will provide a qualified GGS biologist to perform the preconstruction survey and provide a report deliverable to CDFW. Cost provides for one draft, revisions, and one final report.

#### WORKER ENVIRONMENTAL AWARENESS PROGRAM

In coordination with the Construction Manager, the Designated Biologist (DB) will develop and deliver a Worker Environmental Awareness Program (WEAP) for all persons employed or otherwise working in the project area before performing any work. The program will provide a summary of GGS biology and general behavior, information about the species' distribution and habitat needs, sensitivity of GGS to human activities, and its status relative to the Endangered Species Act (ESA) and California Endangered Species Act (CESA). The discussion will include detail on legal protections, recovery efforts, penalties for violations of law, and project-specific measures described in the ITP.

An identical training will be available for non-English speaking (Spanish language) workers, and all new workers will receive the training before they are authorized to work in the project area. Fact-sheets or wallet cards will be provided, and a cumulative sign-in sheet of all trained workers will be kept on-site. The training will be given annually to long term or permanent employees and will generally be provided by the DB during daily monitoring activities. If a training needs to be scheduled and a biological monitor is not on-site, the additional on-site trainings fee (below) will apply).

#### GIANT GARTER SNAKE RELOCATION PLAN:

ECORP will develop and deliver a Relocation Plan for GGS and submit it to CDFW for approval prior to initiating any work activities. The program will summarize the amount, relative location, and quality of suitable habitat (aquatic and terrestrial) including invasive and non-native species present, available upland burrows, suitable prey items, and potential barriers to movement. The plan will also include a description of the methods of capture and transportation, and measures to address incidental death or injury to GGS.



## CONSTRUCTION PHASE

The 4LEAF team will perform on-site inspections to check the quality and quantity of the work performed by all trades and guard the City against defects and deficiencies in the work by the contractor. As necessary, the 4LEAF team will inspect construction means, methods, techniques and sequences to evaluate the contractor's compliance with the intent of the construction documents and recommend necessary remedial action to the contractor as required.

### PRE-CONSTRUCTION PROJECT SITE CONDITION INSPECTION

Using digital and/or video cameras, the 4LEAF team will record the existing conditions of the project site and area(s) of new construction before the contractor starts work, during construction, and then again at the completion of construction activities. This documentation will be a useful tool in identifying and/or assigning ownership of any damage to existing City- or privately-owned facilities once work begins.



### PROGRESS MEETINGS

4LEAF's team will coordinate, prepare agendas for, chair, and provide minutes for all meetings including the weekly progress meetings, periodic meetings with the City, as well as any additional stakeholder meetings that may be necessary to successfully complete the project.

The *weekly progress meeting* will be used to review the contractor's 3-week look ahead schedule (highlighting critical project activities, operations, and necessary coordination), open issues, status of submittals and open RFIs, deficient work, SWPPP concerns, and safety concerns.

We have learned that an essential component of our service is the ability to engage in direct and candid discussions. No one wants to be the "bearer of bad news," however; 4LEAF believes that our role as a consultant is to present all information and data so that our client can make an informed decision.

### REVIEW/RESPOND/COORDINATE PROJECT SUBMITTALS, RFIs

The contractor will be required to prepare detailed submittal items [such as a sanitary sewer bypass pumping plan, phased traffic control plans, baseline schedule, SWPPP, etc.] prior to the start of construction. 4LEAF will prepare and maintain a detailed submittal log and perform a timely, thorough review of all submittals as they are submitted by the contractor prior to either approving the submittal for use on the project or prior to forwarding them on to the designer of record for their review and approval.

If a submittal needs to be reviewed and approved by the designer of record, our review prior to forwarding it to the designer of record will provide a "sanity check" of the submittal before the design



consultant or City spends time reviewing the submittal. This will streamline the submittal process for all parties, preventing the designer of record from wasting their time reviewing a submittal that may not meet contract requirements. The submittal log will be tracked, and status will be updated at each weekly progress meeting with "Ball in Court" status indicating whose action is required to move the submittal process along as efficiently as possible. These procedures will be followed for the request for information (RFI) process as well.

#### CONSTRUCTION MANAGEMENT, FIELD INSPECTION, AND QUALITY ASSURANCE

4LEAF's on-site staff will observe and monitor the progress of the work in accordance with the plans, specifications, and contract documents and in alignment with the construction schedule. Progress photos will be taken, and daily inspection reports will be prepared using the report format required or requested by the City. The information on the daily reports will include but will not be limited to: weather, shift hours, traffic controls that are in place (both vehicular and pedestrian), SWPPP erosion control measure conditions, work activities, labor and equipment hours, work complete, quantities, and other related information and discussions.

4LEAF's Construction Manager / Inspector will complete Weekly Statement of Working Days (WSWD) reports each week providing a snapshot of the project progress including contract time elapsed, weather conditions, working and non-working days counted for the week, time extensions, computation of current Estimated Completion Date (ECD), and controlling operations progress made for the week.

As controlling operations are performed, 4LEAF's Construction Manager or Inspector will collect certificates of compliance, AC weight tags, and bills of lading for materials delivered to the site. Our Construction Manager or Inspector will then compare these documents to the approved submittals before allowing the materials to be used on the project. 4LEAF team will make the contractor aware of any unsafe condition that we notice on the job site throughout the life of the project.

#### PROGRESS PAYMENTS

4LEAF will do a thorough review of the contractor's monthly progress payment requests to ensure the City is only making payments for work completed each month. The monthly measurements and calculations will come from the quantities measured and reported on the inspector daily reports. Before the start of construction, 4LEAF and the contractor will develop a procedure that is acceptable to the City for submitting and reviewing monthly progress payments and the final payment. We will review the contractor's schedule of values for bid items and segregate them into a form that is acceptable to the City for reimbursement. The 4LEAF team will review the contractor's payment requests and will compare them to the quantities calculated and measured on the Quantity Data Sheets. If payment for materials on hand is allowed in this contract, we will verify the materials on the job site, or coordinate with the contractor for source verification at the time of the payment request.

After 4LEAF and the contractor agree on the monthly progress payment amount, 4LEAF's Construction Manager will prepare the final progress payment request using the approved form (showing work completed each month, work completed to date, percentage complete for each item, and any applicable deductions to the net payment) for approval and execution by the City. Additionally, 4LEAF will provide a project progress summary in the monthly status report. This summary will include percent of budget spent and percent of working days used.

#### PUBLIC OUTREACH





Although public works improvement projects will encounter standard construction issues, our experience and knowledge of how to address these types of issues places those in the manageable category and are inherent to the job. We realize that completing the construction process alone is not enough to deliver a successful project. During construction, the project must minimize the impact to the community in order to gain their trust in meeting the City's commitment to them. With our experience managing the construction of these types of projects, we understand the need to communicate effectively with the public, keep them informed of planned activities and schedule changes, and address their concerns in a timely manner. The construction location is south of the main business district and has relatively few impacted, landowners or businesses impacted.

#### MATERIAL TESTING

Our subconsultant, CTS, Inc. will provide an additional special inspector, certified by the International Code Council, to perform inspections and sample materials for the non-soils related phases of work. The inspector will be able to perform inspections related to reinforcing steel placement, concrete placement and sampling, and epoxy-set rebar and bolt installations. Inspections and sampling will be performed in accordance with the Caltrans Construction Manual. Our process includes the following steps to provide responsive services with high quality results:



- ☑ **Pre-Construction Meeting:** CTS generally suggests a preconstruction meeting to enable our team to establish an understanding of service expectations for the project and discuss any foreseen issues that may arise in the field. As a standard practice they regularly participate in project meetings to further communicate their progress and discuss services needs throughout the duration of the project.
- ☑ **Dispatch:** The CTS dispatch department will work directly with the City and 4LEAF to coordinate and schedule any special inspection needs for the South Willows Commercial and Industrial Center. CTS can typically respond with as little as 24 hours' notice, and on some special occasions have responded in as little as 12 hours' notice. Inspectors will be dispatched locally from their homes allowing for a faster response to your the sites.
- ☑ **Daily Field Reports/Weekly reports:** CTS inspectors will leave a copy of their inspection report on the jobsite daily. Reports are reviewed by our engineering team and submitted to the client the following week electronically. Any laboratory or test result obtained that week will be included in the weekly reports. Any non-conforming items will be reported immediately.
- ☑ **Laboratory Testing:** Testing will be conducted at the CTS our full-service laboratory. CTS laboratory staff works split shifts, allowing our testing to run up to 15 hours per day and providing optimal coverage in the laboratory. CTS staff will notify the client immediately of any non-conforming results.
- ☑ **Project/Budget Management:** The assigned project manager will review and compare field reports and test results against your projected budget on a monthly basis to ensure accuracy, and so that City knows where the project stands.



**Laboratory Results** – Most laboratory test results can be turned around between 24 to 48 hours, depending on when the sample is received by the lab. Resistance (R) value and Plasticity Index results will take about 72 hours. Concrete compression tests are performed 7 days after the sample is obtained, per code.

Below is a list of reports and their timeframes.

- Mix Design Reviews by Engineer	Within One Week of Submittal
- Welding Procedure Review	Within One Week of Submittal
- Weekly Typed Summary Reports	Weekly Basis
- Weekly Laboratory Testing Results	Weekly Basis
- Itemized Invoice with Budget Analysis	Monthly Basis
- Final Affidavit	End of Project/As Requested by Client

CTS has a wide range of experience working on local projects. They have familiarity with the local terrain and meeting local requirements. Our team understands the schedule and budget constraints that clients sometimes face and have procedures in place to address those constraints with flexible and responsive service.

#### GEOTECHNICAL OBSERVATION DURING CONSTRUCTION

The process for geotechnical observation during construction involves a similar process to materials testing. Upon contact from the City, our dispatch department will schedule an engineer and supporting technicians to report to the jobsite. A daily field report summarizing the engineer and technician's activities will be left onsite. If applicable to the projects scope the technician will arrive on site to collect samples. Samples will be delivered to the CTS full-services laboratory for testing. Depending on the material specification requirements for testing, results will be reported the following week but can take as long as 4 weeks for 28-day concrete breaks. Nonconforming materials will be reported to the client immediately.

During all grading activities, CTS will provide a full time resident special inspector qualified in observing earthwork activities. The representative will review all plans, specifications, and geotechnical reports available at the start of work, perform observation of earthwork activities, soil sampling, and compaction testing. The representative will be supported by our licensed Civil and Geotechnical Engineers and Geologists during major milestones of the project. CTS will ensure that the work is completed in strict accordance with the approved plans, specifications and geotechnical recommendations. If the project encounters unforeseen issues related to the soils work during construction, a CTS Civil or Geotechnical Engineer will visit the site and provide recommendations. A California licensed Engineering Geologist will approve all rock cuts for stability.

All soils samples will be picked up by one of CTS' drivers on the same day the samples are taken and be delivered to their full-service laboratory in Rocklin, CA. Testing will be started upon delivery to the laboratory. CTS' lab is in operation (24) hours a day Monday through Friday, and (12) hours a day on Saturday and Sunday to turn samples around in a timely manner.

In addition, CTS will attend the weekly construction team meetings during the earthwork portion of the project.



#### BIOLOGICAL MONITORING:

Our Designated Biologist will train the Construction Manager to monitor daily activities. The Construction Manager or DR will be on-site to monitor for snakes during all vegetation removal and initial ground clearance within upland Giant Garter Snake habitat. Daily inspections will be made every morning of the constructed trench along South Tehama Street adjacent to the storm water drainage channel. A construction monitoring notebook will be prepared and maintained onsite during construction, in which the ITP, its attachments, a list of trained personnel, copies of monitoring data sheets, a copy of the WEAP training, and other environmental permits are kept. The notebook will be available for review upon request by CDFW.



The DB or trained Construction Manager will be onsite daily when construction occurs. The DB or trained Construction Manager will conduct compliance inspections to 1) minimize incidental take of GGS, 2) prevent unlawful take of species, 3) check for compliance with all measures of the Incidental Take Permit (ITP), 4) check all exclusion zones, 5) ensure that signs, stakes, and fencing are intact, and that covered activities are only occurring in the project area. The monitor will prepare daily written observations and inspection records summarizing: oversight activities and compliance inspections, observations of covered species and their sign, survey results, and monitoring activities required by the ITP.

#### ENVIRONMENTAL REPORTING

##### GENERAL:

The Designated Representative (DR) will immediately (within 24 hours) notify CDFW in writing if it determines that the contractor is not in compliance with any Condition of Approval of the ITP. The DR will compile observation and inspection records into a quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure.

##### ANNUAL STATUS REPORT :

The Designated Representative (DR) will provide an Annual Status Report no later than January 31 of every year, continuing until CDFW accepts the Final Mitigation Report at project close-out. The Annual Status Report will include a summary of all quarterly compliance reports, a description of the project area and project activities, a copy of the MMRP table with notes as to the status of implementation, an assessment of the effectiveness of mitigation and minimization measures, all available information related to project-related incidental take of GGS, an accounting of the area of disturbance for temporary and permanent impacts, and information about other project impacts to GGS.

##### FINAL MITIGATION REPORT

The Final Mitigation Report will be deliverable within 45 days of the completion of all mitigation measures. The DR will summarize all quarterly compliance reports and Annual Status Reports. An annotated copy of the MMRP table will be submitted with notes as to the timing and implementation of mitigation measures. All available information about project related take of GGS will be summarized, along with information





about other project related impacts to the snake. The beginning and end dates of construction will be noted, and an assessment as to the effectiveness of the ITP's Conditions of Approval relative to preventing take of the GGS will be made. Recommendations will be prepared, if applicable, as to how to more effectively minimize take and mitigate the impacts of future projects on GGS. Any other pertinent information will be included.

#### NOTIFICATION OF TAKE OR INJURY:

The DR will immediately notify the DB if a GGS is taken or injured by a project related activity, or if a GGS is found dead or injured in the vicinity of the project. The DB or DR will then make initial contact with CDFW, and will include information regarding the location, species, and number of animals taken or injured and the Incidental Take Permit (ITP) number. After the initial notification, a written report will be submitted to CDFW within two (2) days which includes all relevant information.

### POST-CONSTRUCTION PHASE

#### PROJECT CLOSEOUT

4LEAF is experienced and knowledgeable in providing the appropriate close-out documentation required by Caltrans/FHWA and state grant requirements which will meet or exceed City requirements regarding private funding.

Our Construction Manager / Inspector will be proactive in developing and maintaining a project punch list and maintaining a set of accurate as-built drawings during construction to compare with the set of record drawings that will be maintained by the Contractor. *In our experience, contractors are much more willing to complete punch list items if they are made aware of them early.*

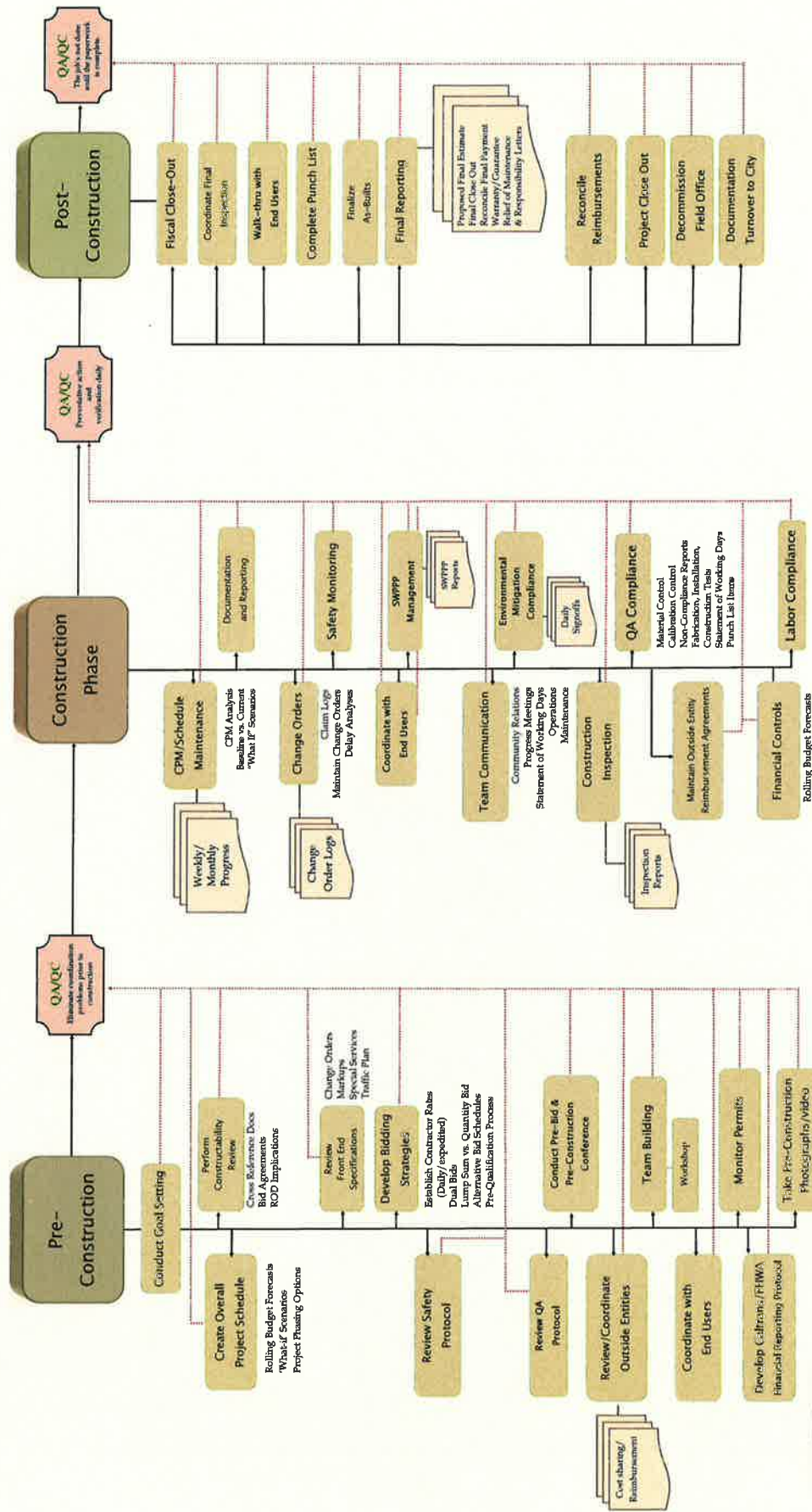
4LEAF will perform an ongoing verification of the files throughout the duration of the project to ensure that complete files are transferred to the City at closeout. Contract administration, accounting, and financial functions are coordinated with the document closeout and physical closeout functions to ensure that no outstanding financial liability is present after the final payments and/or retentions are made to the Contractors.

4LEAF will be active during the entire course of the project to ensure that prudent contract administration (tracking outstanding correspondence, maintaining progress payments status, maintaining changes, and claims logs) is continuously executed to allow an orderly fiscal closeout. Additional components of the fiscal closeout system that require simultaneous review and cross checking include: Submittal Log, RFI Log, As-Built Drawing Log, Punch lists, and Certifications. These will be reviewed and inspected to ensure that the final payment to the Contractor does not leave any financial liability to the Owner.

### PROJECT MANAGEMENT PROCESS

The flow chart on the following page outlines our Construction Management Process and the steps we take to ensure a quality-focused approach is employed throughout the construction of the project.

# Construction Project Management Approach





## 7. FEE PROPOSAL

Our fee proposal is submitted in a separate sealed envelope, per RFP instructions.

## 8. CONTRACT EXCEPTIONS

4LEAF takes no exceptions to the RFP Scope of Services, City insurance requirements, or the City contract provisions.



CONSTRUCTION  
MANAGEMENT AND  
INSPECTION SERVICES

FOR

SOUTH WILLOWS  
COMMERCIAL AND  
INDUSTRIAL CENTER

EDA Project No.  
07-01-0275

July 27, 2018

## APPENDIX - RESUMES

SHANE CROW, PE	CONSTRUCTION MANAGER
ANTHONY TIERRA, PE	ASSISTANT CM / INSPECTOR
BERT GROSS, PE	PRINCIPAL IN CHARGE

### Team Subconsultants

ERIC STITT (ECORP)	SENIOR BIOLOGIST
ARIEL MILLER (ECORP)	ASSOCIATE BIOLOGIST
BRAD QUON, GE (CTS, INC)	GEOTECHNICAL ENGINEER
DAVID KING (CTS, INC)	MULTI-DISCIPLINED SPECIAL INSPECTOR
BRIAN ARNOLD (CTS, INC)	ASNT NDT LEVEL III STEEL SHOP & FIELD INSPECTOR

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# Shane Crowe, P.E.

## Construction Manager

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### Experience

22 years

### Education

B.S. Civil Engineering, South Dakota  
School of Mines & Technology

### Registration

Registered Engineer,  
California No. 65419

### Training

- NPDES Storm Water Permit Compliance, ASCE, Reno, NV
- Techniques for Pavement Rehabilitation, FHWA, Reno, NV
- Construction Quality Management for Contractors, US Army Corps of Engineers
- Bituminous I and III Training, Asphalt Institute
- Concrete Plant Inspection, South Dakota DOT
- Materials and Soils Recognition, FHWA, Central Lands Division

### Qualifications & Background

Shane Crowe is a California professional Civil Engineer with more than 22 years of experience in the construction industry. He possesses a background in project management, construction management and field engineering and has also served as Owner's Representative, QC supervisor and Public Works director.

Shane's relevant projects include **roadways, bridges, bike paths, sidewalks and pedestrian paths of travel**, as well as buildings and public works projects. He understands contractor bid processes and documentation, project development, and construction inspection. He brings an extensive knowledge of **CalTrans specifications and Federal Highway specifications** and has provided his expertise on projects involving Plans, Specifications and Estimates (PS&Es), Pavement Managements Plans (PMPs), roadway design, and landscape design.

Notably, Shane also has an extensive background working with Native American jurisdictions. Shane has served as a Tribal Project Consultant, providing support to tribal governments and departments for various capital improvement projects. He has also provided project engineering services and public works direction on behalf of numerous tribal groups in South Dakota and California.

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### Select Professional Experience

#### Don Edwards Wildlife Refuge Bridge Replacement & Roadway Improvements – Fremont, CA

##### *Construction Manager / QC Supervisor*

Shane was the construction manager for this **roadway reconstruction project** that included a shared walkway and ADA ramp, and the installation of traffic loops for the entrance gate. He conducted QC inspections and inspections of construction as well as materials. Shane managed SWPPP requirements during construction and ensured project remained compliant with the Biological Opinion for **protecting wildlife**. He managed materials testing and conducted contract management.

Shane's project duties included the creation and implementation of the **project quality control plan**; coordination of inspections; creating and submitting RFIs and submittals; coordinating schedule with subcontractors; determining quantities for monthly progress payments; construction inspections; coordinating tasks with US Fish & Wildlife to minimize environmental impacts and to remain in compliance with biological opinion, **traffic control plans and implementation**; submitting permits to governing agencies, ensuring contractor compliance with Federal Highway Administration specifications for roads and bridges; **coordinating project status meetings with FHWA, Caltrans, US Fish & Wildlife, City of Fremont, Alameda County Water District, and Union Sanitary District.**

#### Jackson Rancheria – 3 Mile Connector Road, Jackson, CA

##### *Civil Engineer / Construction Manager*

Shane was responsible for managing multiple construction projects simultaneously and ensuring that construction schedules and budgets were being consistently met. One of his most prominent projects included **the construction of a three-mile connector road at Caltrans State Highway 88** that included bridge and culvert crossings. Shane oversaw the construction of the road and served as the owner's representative in meetings with city, county,





state, and federal agencies as well as contractors, subcontractors, and consultants. Shane also designed and managed the casino entrance construction that included **ADA ramps and sidewalks** for public access to water features and facilities.

**Mt. Lemmon Project Bridge and Highway Reconstruction Project– Federal Highway Administration**  
**Coronado National Forest, Tucson, AZ**

***Project Engineer/Inspector***

Shane inspected construction to ensure compliance with project plans and federal specifications, represented Federal Highway Administration during construction meetings, reviewed contractor pay requests for approval, addressed construction field issues, provided materials testing inspections.

**Bureau of Indian Affairs**

***Civil Engineer / Tribal Project Consultant***

Shane provided support to tribal governments in North Dakota, South Dakota, and Nebraska for various projects including **roadway design and construction**, bike trails, provided inspections of materials during construction, reviewed contractor's pay requests for approval, represented tribes in ensuring the tribe's desires were considered in project design during partnering meetings with the BIA, contractors, and the Army Corps of Engineers. Ensured construction complied with **Federal Highway Administration Specifications** for roads and bridges. Provided inspection of materials including aggregate base, concrete and asphalt concrete. Shane was responsible for determining whether projects were constructed according to plans and federal specifications. Shane was also responsible for material testing, cost estimating, daily and weekly reporting, inspection checks, contract close outs, and supervising teams of engineering technicians, surveyors, contractors and subcontractors.

**Corn Palace Sixth Avenue Plaza – City of Mitchell, SD**

***Public Works Director / Construction Manager***

Shane **supervised city street reconstruction projects and represented the City of Mitchell** at meetings for joint city and state highway projects and city and **university street projects**. Shane developed the preliminary design layout for the Corn Palace Sixth Avenue Plaza, including determining preliminary construction costs for city budget, pedestrian crosswalks, ensuring entrances to the facility met ADA, DOT and City requirements. Shane also managed the **City's Sidewalk Plan** including preliminary estimates, advertising and award of bids, inspections, contract management and changes in scope of work. He also oversaw the City's construction bid process including advertising and awarding bids for infrastructure improvements for street construction and reconstruction, storm-sewer manhole replacement and storm water management to reduce flooding within the City.

**Standing Rock Sioux Indian Reservation Bike Path Project**

***Project Engineer***

This federally funded bike path project – 8 miles long – was built to provide a safe path of travel for pedestrians and bicycles in place of traveling on the shoulder of State Highway 24. Shane managed the project in the field to ensure that project was built according to FP-96 specifications. He estimated the costs of contracts and of modifications. He supervised civil engineering technicians, surveyors, and contractor and subcontractors. He kept track of quantities used and monitored material testing. Additionally, he wrote daily, weekly, and final contract reports, and worked closely with contractors, subcontractors, tribal representatives, and the public in solving unforeseen problems in the field.

**Branch of Roads – Aberdeen, SD**

***Project Engineer***

Shane performed various tasks necessary to ensure that contract provisions for **various roadway projects on Indian Reservations** were met. Shane was responsible for determining whether projects were constructed according to plans and specifications and made necessary arrangements to ensure that contract requirements were met. He was also responsible for materials testing, cost estimating, daily and weekly reporting, inspection checks, contract close outs, and supervising teams of engineering technicians, surveyors, contractors and subcontractors.

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# Anthony Tierra, P.E., LEED AP, QSD/P

Assistant CM/Inspector

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## Experience 31

### Registrations

Registered Civil Engineer, California,  
No. 67737

### Education

B.S. Civil Engineering, University of the  
Philippines

### Training

40 Hr. Hazwoper  
10-Hr. OSHA

### Certifications

LEED AP  
Qualified SWPP Developer (QSD)  
Qualified SWPP Practitioner (QSP)

## Experience Summary

Anthony is a California Registered Civil Engineer with more than 31 years of experience as a construction engineer throughout California. During this time, Anthony has operated at various levels of construction and has extensive experience both inside and outside of the office. He has been responsible for the design, management, and inspection of highways, bridge seismic retrofits, railway systems, flood control projects, hospitals and industrial and commercial steel buildings.

Anthony has worked on several projects that use **Cast in Drilled Hole (CIDH) foundation piles**. These projects include the Central Bay Ferry Maintenance Facility in Alameda, currently in final stages, and the California High Speed Rail structural components for the first segment, and the Richmond-San Rafael Bridge Retrofit.

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## Select Project Experience

### WETA Central Bay O&M Facility – Alameda

#### Office Engineer

Anthony is currently performing Office Engineer duties and providing QC construction oversight on this \$50M, high-profile, ferry maintenance facility project on the Alameda waterfront, which is nearly complete. The project constructs a 4-story maintenance building to house the maintenance department and operational staff, fueling system, large underground fuel storage tanks, and **new utility infrastructure**. The water work portion of the project includes demolition of old wooden marina and piles, dredging the bay bottom to project design depths and construction and installation of new *concrete floating docks and piles*.

Anthony is providing QC oversight on construction of floating concrete structures, bio retention systems, fuel tank installation, AC paving, curtain wall structure, review and coordination of submittals and RFI's, change order and progress pay review, SWPPP monitoring.

### California High Speed Rail CP-1

#### Field Engineer/Inspector

Anthony is providing QA/QC oversight of civil and structural components on a \$1 billion, 32 mile segment of the California High Speed Rail System located between Fresno and Madera, CA. His work includes monitoring mass concrete installation, and oversight of the construction of CIDH foundation piles, bridge demolition, and bridge construction. He is also responsible for reviewing work plans, material compliance and site testing, site safety, utility protect-in-place, and SWPP BMPs.



**BART/VRT Silicon Valley Berryessa Extension**

***Field Engineer/Inspector***

Anthony provided oversight of the contractor's QC activities in the construction of a \$722 million, 10-mile extension of the BART system connecting Fremont to San Jose. His work involved providing QC oversight of structural, civil, and utility work packages, and coordinating utility relocation with 3<sup>rd</sup>-party utility providers. Structures included 155kV electrical substations and guideway tunnels. Utility work included QC oversight on water, sewer, storm drain lines and coordination with the relocation of ATT phone, PG&E, Chevron petroleum and MCI fiber optic lines. Civil work oversight included managing hazardous materials (including disposal of buried tanks containing hazardous waste) and coordinating removal of Class 1 and Class 2 soils discovered on site.

**Project Plans for Construction on State Highway in Kern County**

***Assistant Resident Engineer***

Anthony provided field inspection for traffic control, bridge deck surface repair, joint seal replacement and deck treatment on 15 bridges along highways I-5, I-46, I-178, and I-155. The scope of his work included 153,000 sq. ft. of bridge deck treatment.

**Project Plans for Construction on State Highway in Fresno County**

***Assistant Resident Engineer***

Provided field inspection for traffic control, grinding of existing pavement and placing new asphalt paving done as emergency repair on State Route 33. Anthony was also responsible for checking field conditions, adjusting work quantities based on field conditions, and preparing monthly progress payments. The scope of his work included 1650 tons of hot mix asphalt.

**PG&E Service Centers**

***Construction Manager/ Assistant Construction Manager***

Anthony was responsible for managing the pavement rehabilitation of various PG&E utility yards. He oversaw the application of full-depth asphalt recycling (FDR), the installation of AC Paving, and construction of concrete pads. He also performed oversight of the contractor's QA/QC activities, which included testing and inspecting sewer lines and lift stations, and provided field direction to mitigate delays due to the obstruction of existing utilities.

**Interchange Landscaping Project**

***Inspector***

Anthony performed field inspection for the installation of automatic irrigation systems, which included remote irrigation controllers, booster pumps, low voltage electric conductors, and electric telephone services. He also provided recommendations to the contractor on BMP deficiencies, prepared monthly progress payments, and made periodic checks on-site to ensure conformity to SWPP plans.

**Caltrans District 4, Richmond-San Rafael Bridge Retrofit**

***Office Engineer/Field Inspector***

Anthony performed field inspections to ensure that the construction of 12-inch diameter, 100-foot-deep micropiles for the underwater foundation bells and 66-inch-diameter, 60-foot-deep CIDH piles for a new trestle bridge, were in compliance with plans and specifications. He also provided field directions to the contractor's pile drilling crew, reviewed and prepared monthly progress billings, evaluated extra work claims, and verified contract labor provisions.



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# Bert Gross, P.E.

## Principal in Charge/Point of Contact

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### Experience

28 years

### Education

University of Missouri  
Mechanical Engineering, 1986

### Registration

Registered Engineer,  
California No. M30221

### Affiliations

CMAA member  
APWA member  
SAME member

### Training

- HAZMAT – 40 hours
- 40 Hour OSHA HAZWOPER,  
Including 8 hour annual refresher

### Qualifications & Background

Bert Gross is Vice President of 4LEAF and is a California-registered Professional Engineer with more than 28 years of experience managing complex public works projects. He is responsible for staffing, project, and financial management of 4LEAF's Construction Management, Project Management, and Inspection projects.

Bert currently manages long-term, on-call construction management and inspection services contracts for several local, public sector clients including California State Parks, Sacramento Regional Transit District, and numerous municipalities.

Bert is experienced in project planning, construction procurement and managing projects with multiple funding sources, including Federal funds. He is experienced with managing change order negotiations, and client relations. He has working knowledge of public contract codes, contracting and bidding procedures. His experience also includes field inspection of construction practices/methods and reviewing plans for constructability.

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## Select Professional Experience

### State of California, Department of Parks and Recreation

#### *Construction Management On-Call Contract, Statewide*

Bert is the Program Manager for this statewide On-call Construction Management and Inspection Services contract. He is responsible for project staffing, committing and maintaining budget and schedules, and acting as client liaison. 4LEAF has completed over 250 statewide work orders for this contract, and is currently on its third, 3-year contract term.

### Sacramento Regional Transit District

#### *On Call Construction Management Support Services*

As Project Manager, Bert is responsible for managing a multiple year, on-call Construction Management contract for RT's capital improvement program. Bert manages numerous projects ranging from light rail bridges to installing bus parking lots and station improvements. He is responsible for assigning staffing, quality assurance, budget and schedule. Bert has worked on more than 30 work order projects with RT.

### Town of Truckee – SR89 Mousehole UPRR Undercrossing Pedestrian Improvement Project

#### *Principal in Charge – Construction Management Services*

Bert providing oversight of the construction management and inspection services for this nearly completed keynote project in Truckee, CA. The project includes construction of a new underpass (tunnel) just east of the existing grade separation (Donner Creek Underpass, Bridge Number 17-0016), multiple retaining walls, bus turnout and transit shelter, construction of a trail, and construction of drainage improvements.



Funding for the project was a combination of local, state, and federal monies, with UPRR, Caltrans and FHWA Oversight.

**City of Citrus Heights – Auburn Blvd. Complete Streets Revitalization Project**

***Principal in Charge***

Bert is the Program Manager for this statewide On-call Construction Management and Inspection Services contract. He is responsible for project staffing, committing and maintaining budget and schedules, and acting as client liaison. 4LEAF has completed over 400 statewide work orders for this contract, and is currently on its fourth contract term.

**City of West Sacramento – On Call Construction Management Services**

***West Capitol Avenue Streetscape Project***

Bert served as Program Manager for the Construction Management and on-site construction inspection services for this \$7 million streetscape project that ultimately reduced the existing number of lanes on the busy West Capitol Avenue thoroughfare in the heart of West Sacramento. The project includes major utility work, including a new water line, sewer line, and reparation of the existing storm drain system. New features include on-street parallel parking, dedicated bike lanes, expanded landscaped center median, upgraded street lights, a new traffic signal, and new bus stops and shelters along West Capitol Avenue. The streetscape project is a highly visible, civil improvement project with work performed directly in front of City Hall. Selected for the 2010 APWA Project of the Year, the renovation will accommodate the future Downtown Riverfront Street Car system linking West Sacramento to the State Capitol.

***UC Merced***

***New Campus Construction Projects***

Bert was the Project Manager for construction projects in the new, \$350M University of California campus at Merced. UC Merced's Central Plant complex was awarded Gold certification in the Leadership in Energy and Efficiency Design for New Construction (LEED-NC) category. This accomplishment is one level above the Silver target set by the University of California for all new construction and two levels above the standard set by the State of CA for new public buildings.

# Eric Stitt

## Senior Biologist/Herpetologist

Eric Stitt is a non-game wildlife ecologist with more than 19 years of experience (8 years with ECORP). Mr. Stitt has worked throughout California and the western states, and has provided biological services in support of transmission lines, gas pipelines, solar arrays, military lands, FERC-relicensing, wind power generation arrays, national parks and preserves, road and infrastructure projects; and for housing sector clients. Mr. Stitt is versed in vertebrate field inventory and survey techniques including herpetofauna visual encounter surveys; trapping of reptiles and amphibians; PIT-tagging; dip-net surveys of larval amphibians, and vernal pool branchiopods. Of particular interest to Mr. Stitt are the population and community biology, habitat relations, and biogeography of reptiles and amphibians. Mr. Stitt also focuses on problems related to invasive herpetofauna, conservation of biodiversity, and threatened and endangered non-game species. He presently holds permits for California red-legged frog, California tiger salamander, giant garter snake, and salt-marsh harvest house.

## Education

M.S., Wildlife and Fisheries Science, School of Natural Resources, University of Arizona, Tucson

B.S., Biology, California State University, Sacramento

## Registrations, Certifications, Permits and Affiliations

- CDFG Scientific Collecting Permit (SC-004168) to Eric W. Stitt (covers non-game reptiles, amphibians, invertebrates, and mammals; allows take of California species of concern by hand and trap; contains MOU's for federally listed species). Valid through 8-28-20.
- State of California Authorization to Collect Voucher Specimens of State-Listed Plants (Number 2081(a)-18-059-V). Valid until 12-31-2020.
- USFWS Recovery Permit (#TE-012973-9.2): (California tiger salamander, California red-legged frog, giant garter snake, salt-marsh harvest mouse, listed vernal pool branchiopods).

## Professional Experience

**I-5 North Stockton Corridor Improvement Project, San Joaquin County – Sub to Toure and Associates and Walsh Group (2011-2012).** ECORP Consulting Inc., as subcontractor to Toure and Associates and the Walsh Group (R&L Brosamer), provided construction monitoring services focused on giant garter snake and western pond turtle during the expansion/widening of Interstate Highway I-5 as described in the project's Biological Resource Information Program. Mr. Stitt served as Contract Supplied Biologists (CSB) targeting giant garter snake, western pond turtle, and other potentially occurring special status species. ECORP conducted species-specific environmental training sessions for all construction personnel. Mr. Stitt was approved by Caltrans and the United States Fish and Wildlife Service and monitored all construction activity associated with the placement of bridge pilings and associated erosion

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control measures within the Calaveras River, Five Mile Slough and Fourteen Mile Slough in the City of Stockton, Ca. He conducted daily monitoring and interfaced with all construction personnel including Caltrans staff, construction inspectors/supervisors, engineers, contractors, and construction crews. All monitoring activities/observations were documented and daily logs were maintained throughout the course of construction.

**Star Bend to Cypress Avenue Levee Maintenance, Sutter County – Sutter Butte Flood Control Agency (2017 to present).** ECORP Consulting, Inc. is assisting the Sutter Buttes Flood Control Agency with regulatory permitting and monitoring of sections of the 44-mile Feather River West Levee Project. Mr. Stitt performed a habitat assessment for giant garter snake on this five-mile long levee improvement section.

**Reach 22, Reaches 14-16, and Laurel to Oak Segments, Feather River West Levee Project, Sutter County -Sutter Butte Flood Control Agency (2017 to present).** Mr. Stitt performs numerous duties on the Feather River West Levee Project. He serves as USFWS- and CDFW- approved lead monitor for giant garter snake. He revised and updated the worker awareness training for giant garter snake, and delivered the training to all subordinate biological monitors on the Laurel to Oak Avenue Segment. Mr. Stitt performed daily biological compliance monitoring and performed a preliminary wetland assessment and marked wetlands for protection during emergency repairs of the Reach 22 segment.

**North Vineyard Station Drainage Master Plan, North Vineyard Greens, and North Vineyard Station, Sacramento County - Lennar Properties and County of Sacramento (2014-2017).** Sacramento County is improving water quality treatment and flood protection infrastructure along Gerber and Elder Creeks in South Sacramento, California. Mr. Stitt served as lead biologist and lead agency-approved giant garter snake monitor. Mr. Stitt conducted pre-construction nesting bird surveys within the plan area and produced summary reports. He conducted preconstruction surveys and summary reports for Western pond turtles and giant garter snakes, and monitored tree removal and earthmoving activities in the Plan area, ensuring compliance with the CDFW 1602. Mr. Stitt monitored dewatering of Gerber Creek, and performed fish removal and translocation of red-eared sliders away from the site.

**Fiddymont 44-B Sewer and F8B Outfall Swale, Roseville, Placer County – Signature Homes (2017).** Mr. Stitt was senior biologist for the Fiddymont 44-B Sewer and F8B Outfall Swale Project. In accordance with the Streambed Alteration Agreement (1602), provisions for the relocation of aquatic biota and restabilization of the creekbed were developed. ECORP conducted daily on-site biological/construction monitoring and conducted fish relocations. Mr. Stitt oversaw project kick-off and implementation.

**San Joaquin Habitat Conservation Plan, multiple projects, San Joaquin County - Council of Governors 2010 – ongoing).** Under ECORP's on-call contract with San Joaquin Council of Governors, Mr. Stitt was assistant project manager and lead biologist on numerous projects in San Joaquin County, including Tracy Barcelona, Cose Lane, The Bungalows, and Ellis Subdivision. Mr. Stitt performed site visits, surveys, database searches, and wrote summary reports and Incidental Take and Mitigation Measures (ITMM's).

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# Ariel Miller

## Associate Biologist/Associate Project Manager

Ms. Miller works as an associate biologist and associate project manager for ECORP Consulting, Inc. Ms. Miller has more than 5 years of professional experience conducting species surveys, habitat assessments, construction monitoring, and managing both small and large projects.

Ms. Miller's field knowledge and experience has included a focus on special-status species including California red-legged frog (CRLF; *Rana draytonii*), California tiger salamander (CTS; *Ambystoma californiense*), federally listed large branchiopods, giant gartersnake (GGS; *Thamnophis gigas*), western pond turtle (WPT; *Actinemys marmorata*), western burrowing owl (*Athene cunicularia*), valley elderberry longhorn beetle (VELB; *Desmocerus californicus dimorphus*), tricolored blackbird (*Agelaius tricolor*), Swainson's hawk (*Buteo swainsoni*), California Ridgway's rail (*Rallus obsoletus*), California black rail (*Laterallus jamaicensis coturniculus*), salt marsh harvest mouse (*Reithrodontomys raviventris*), Alameda whipsnake (*Masticophis lateralis euryxanthus*), and San Joaquin kit fox (*Vulpes macrotis mutica*). She has performed biological monitoring, preconstruction surveys, wetland delineations, habitat assessments, and special-status wildlife and plant species surveys.

Throughout her career, Ms. Miller has been in charge of managing small and large environmental permitting projects. Ms. Miller's experience allows her to conduct required project fieldwork and also complete the necessary reports and permitting. She has written several wetland delineations and has prepared more comprehensive documents such as biological assessments, incidental take permits, and mitigation banking documents.

## Education

B.A., Environmental Studies, University of California, Santa Barbara

## Registrations, Certifications, Permits and Affiliations

- Scientific Collecting Permit SC-012839
- USFWS 10(a)(1)(A) permit TE-012973: California tiger salamander, California red-legged frog, giant garter snake, federally listed large branchiopods

## Professional Experience

**North Vineyard Station/Gerber Creek, Sacramento County (2016).** Served as biological monitor for the development project near Gerber Creek in Sacramento County. Duties included pre-construction surveys for nesting birds and GGS, worker environmental awareness training, construction monitoring, and snake relocation during work near and within the creek.

**Sutter Creek – Badger Street Bridge Replacement Project, Amador County – City of Sutter Creek (2016).** Served as biological monitor for a city bridge replacement project over Sutter Creek. Duties included pre-construction surveys for nesting birds and CRLF, worker environmental

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awareness training, construction monitoring, and fish rescues during the diversion/dewatering process.

**Butte County Forest Highway 171, Butte County – Butte County.** Served as biologist and conducted construction monitoring and erosion control Best Management Practice inspections along this 9.6 mile road reconstruction project from Inskip to Butte Meadows in Butte County, California.

**Marin-Sonoma Narrows HOV Widening A-1 Project, Marin/Sonoma County – California Department of Transportation (Caltrans) District 4 (2011-2012).** Served as biologist and conducted nesting bird deterrence for three bridge construction projects in Marin County. Removed cliff swallow (*Petrochelidon pyrrhonota*) and black phoebe (*Sayornis nigricans*) nests and/or nest starts from the bridge structures. Monitored nesting bird activity to determine whether or not migratory birds were being affected by the nearby construction. Conducted construction monitoring and worker environmental awareness training, ensuring compliance with permits.

**SR 12 Shoulder Widening Project (Liberty Island/Azevedo Road), Solano County – California Department of Transportation (Caltrans) District 4 (2014-2015).** Construction monitor for the project. Conducted pre-construction surveys for CTS. Monitored installation of CTS exclusion fencing and removal of eucalyptus and pine trees within the project area. Assisted in nest abatement.

**Suisun Valley Road Bridge Replacement Project, Solano County – County of Solano (2012).** Served as biological monitor for a county bridge replacement project over Suisun Creek. Duties included pre-construction surveys, worker awareness training, construction monitoring, fish rescues, and the collection of water quality data. Conducted preconstruction surveys for CRLF, foothill yellow legged frogs, nesting birds and raptors, VELB, and salmonids. She provided environmental awareness training for construction crews, acted as biological monitor, and ensured permit compliance during construction.

**Travis Air Force Base CA 5M04 Regulatory Permitting Support Services, Biological Assessment for the TACAMO Project, Solano County – Travis Air Force Base.** Served as biologist and drafted a biological assessment for submission to the client and, eventually, to the USFWS. Species of focus included CTS, GGS, and CRLF.

**Tesoro Viejo Master Planned Community, Madera County – McCaffrey Homes (2017-2018).** As an agency approved Designated Biologist, led pre-construction nesting bird, WPT, western spadefoot, CTS, Swainson's hawk, and burrowing owl surveys. During pre-construction surveys, identified and flagged suitable burrow habitat for CTS. Approximately 2,600 burrows were identified and required excavation. Excavated burrows alongside a team of other approved biologists. Nine western spadefoots were relocated along with many other common amphibian, reptile, and mammal species. Managed biological construction monitoring and prepared monitoring reports as required to maintain compliance with construction permits.

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**Education**

- BS, Civil Engineering, University of the Pacific, Stockton, 1998
- Geopier Soil Reinforcement Technical Training

**Professional Registrations**

- Professional Civil Engineer, State of California, No. C62900
- Professional Civil Engineer, State of Nevada No.018589
- Geotechnical Engineer, State of California, No.2841

**Certifications**

- ACI Aggregate Testing Technician – Level 1, No. 01165517
- ICC Soils, No. 00201869
- U.S. Army Corps of Engineers Contractor Quality Control
- Caltrans 105, 125, 201, 202, 216, 217, 226, 227, 231, 375
- Concrete Masonry Testing Technician, CMTT 6205
- Dipstick Certification, (Ff) & (Fl) values (Honor Graduate)
- CPN Radiation Safety Officer
- CPN Radiation Safety & Use of Nuclear Gauges
- Geopier Soil Reinforcement Technical Training

Brad has more than 16 years of experience performing geotechnical engineering design and construction services for public works infrastructure related construction, including levees and flood control projects. His role on these has included performing field explorations, laboratory testing of soils, geotechnical engineering analysis (i.e. slope stability and seepage analyses using Geo-Slope software), and report preparation for over 100 projects. He has observed and inspected the geotechnical aspects of numerous projects during construction including roles as field technician, project engineer, resident engineer, and geotechnical engineer-of-record.

**Select Professional Experience**

**City of Sacramento, Department of Transportation, Material Sampling and Testing Services On-Call – Federal Projects, Sacramento, CA**

Brad is the project manager/senior project engineer for all projects under this on-call contract, including the \$1.2M 4th and I Street Modification. CTS is performing compaction testing per Caltrans Test Methods. The project consists of improvements to the intersection of 4th Street at I Street and improvements to the Amtrak Railroad Station Parking lot, and installation of a traffic signal at 4th Street at I Street, new parking lot sections adjacent to I Street, constructing new drainage utilities, constructing new curbs gutters and sidewalks, pavement rehabilitations, landscaping, and street lighting improvements. CTS is performing testing and inspection of soils, concrete and asphalt, coordinating all aspects of project material sampling and testing per the specific plans and specifications for each federally funded project and the City's QA Program.

**City of West Sacramento, Tower Bridge Gateway Modifications, West Sacramento, CA**

Brad was project manager for this \$6.5 million roadway project that involved field compaction for pavement subgrade, baserock, and asphalt. The materials were tested in accordance with Caltrans Test Methods. Brad reviewed daily reports from certified technicians and met with the project inspectors and resident engineers weekly to discuss testing and inspection protocol and interpretation results.

**City of West Sacramento, Patwin-Summerfield Bicycle Pedestrian Bridge, West Sacramento, CA**

The 80-foot-long steel bridge will provide a direct connection between Patwin Park and Summerfield Park. CTS' scope of services included concrete, soils, rebar, and steel fabrication shop inspections. Brad was the project engineer.

**Sacramento Regional Transit District, Grade Crossing Improvements at Bradshaw Road, Sacramento, CA**

Brad was the project engineer for this project that CTS performed quality assurance inspections involving observation of earthwork activities and placement of slurry seal as well as soils compaction testing for the construction of fiber optic trench. Brad's role included reviewing all reports for compliance with the project's plans and specifications and ensuring compliance with CTS' internal QC program

**City of Vallejo, On-Call, Bus Maintenance Facility Improvement, Citywide Overlay, and Lemon Street Rehab, Vallejo, CA**

Brad was CTS' project manager, providing oversight of the CTS onsite inspection team performing materials testing and observation services for the **Bus Maintenance Facility Improvement**. The project involved the



repair and rehabilitation of the yard and parking facility and included installation of a new bus wash and replacement of heavy duty equipment, removal and replacement of existing asphalt concrete pavement and addition of handicap curb ramps and sidewalk repair. Brad was also a project engineer for the city's **Citywide Overlay and Lemon Street Rehabilitation**, also performed under CTS' on-call contract to provide material testing and special inspections.

**City of Citrus Heights, ADA Ramp Improvement, Citrus Heights, CA**

Brad was the project engineer with CTS while working with the City of Citrus Heights on this ramp improvement project, performing asphalt concrete compaction testing using nuclear gauge for compliance, observing placement and compaction and monitoring time, temperature and number of rollers passes at three locations.

**City of Citrus Heights, On-Call Special Inspections and Material Testing, Citrus Heights, CA**

The Greenback Pedestrian Lane Safety Improvement project stretches from Mariposa Ave to Birdcage St. The project included: installation of a barrier fence in the medians, re-landscaping of medians, reconstruction of the existing curb, gutter and sidewalk and installation of ADA curb ramps at each corner. CTS provided material testing for concrete and soils, as well as concrete placement observations.

**City of Citrus Heights, Auburn Boulevard Complete Streets Enhancement, Citrus Heights, CA**

Brad is CTS' project manager/geotechnical engineer for this as-needed contract to provide material testing, including soil compaction testing, per ASTM, for this project to revitalize a one-mile segment of historic Highway 40. The project will feature undergrounded utilities, 9,600 lineal feet of sidewalks and bike lanes, and greatly improved road safety for drivers, cyclists and pedestrians.

**City of Petaluma, Washington Street and 6<sup>th</sup> Street Rehab Project, Petaluma, CA**

CTS performed soil compaction, soil observation on earthwork activities, hot mix asphalt plant inspection and removal and compaction of AC and density tests per CTM 375. Brad was the project engineer for this project.

**Sutter County, Brittan Elementary School Pedestrian Route Improvements, Sutter, CA**

CTS was selected to perform testing and inspections on this federally funded pedestrian improvement project. The project delivered 6' wide minor concrete sidewalks with curb and gutter to provide a safer pedestrian path. Construction also included a small amount of HMA paving to connect the new pedestrian walkways to the existing streets. CTS performed sampling, testing and inspection services for AB and concrete. Brad was lead engineer providing engineering oversight and review.

**Latrobe Road Widening Project, El Dorado Hills, CA**

This project involved widening Latrobe Road from two lanes to a four lane road. CTS provided the aggregate lab test results for the construction management team. CTS provided sieve analysis, r-value, sand equivalent and durability index of the samples. Brad was the project engineer.





**Certifications**

- ICC Reinforced Concrete, No. 0872952-49
- ICC Prestressed Concrete, No. 0872952-49
- ICC Soils, No. 0872952-49
- ACI Field Testing Technician, Grade I, No. 00024685
- Caltrans 105, 125 GEN/AC/AGG, 216, 231, 375, 504, 518, 533, 539, 540, 543, 556, 557
- Radioactive Materials Operator, Campbell Pacific Nuclear Corporation Agreement

Mr. King has over 41 years experience in the special inspections and materials testing field and in the construction industry. His specialty is concrete, soils inspections/observations and earthwork testing as well as inspection and testing of asphalt concrete. His experience includes having provided testing and inspection for several large publicly funded projects for water resources and the US Army Corps of Engineers, various airport construction, and Caltrans-governed roadway improvement projects.

**Select Project Experience**

**City of Sacramento DOT, 4th and I Street Improvements, Sacramento, CA**

As a member of CTS' onsite inspection team under our on-call contract with the city, Dave obtained aggregate samples and performed asphalt concrete compaction testing. He also took an aggregate sample and sample of hot mix asphalt (HMA) from the contractor's batch plant (at which they were making medium type A HMA) to perform testing at CTS' laboratory. Dave also took tests on aggregate base on 4th Street and samples of AB for curve testing in CTS' lab.

**City of Sacramento, On-Call Material Testing and Inspection – Freeport Shores Bike and Pedestrian Trail, Sacramento, CA**

As a member of the CTS onsite team for this project, performed under CTS' on-call contract with the City of Sacramento, David has provided AC coring and compaction testing onsite. CTS was chosen to provide on-call services with the City of Sacramento including lab testing of compaction curves, sieve analysis, sand equivalent, specific gravity, and rebar tensile tests. Our scope of work has included providing field and laboratory testing of construction materials using Caltrans and ASTM test methods, written reports of materials testing produced within one day, summary reports by the end of the month and itemized billing.

**City of Elk Grove, Grant Line Road Widening Phase 1 – Bridge, Elk Grove, CA**

This project involves widening Grant Line Road from two to four lanes. The project includes a four-lane overhead grade separated crossing of the Union Pacific Railroad tracks from Grant Line Road from East Stockton Boulevard and Waterman Road. CTS' scope of work included soil compaction testing, observation of earthwork activities on backfill, and soils sampling. David performed soils compaction, observation of earthwork activities, and observed the contractor place and compact the pre-moistured, non-expansive backfill material.

**City of Galt, 2014 Pavement Projects On-Call , Galt, CA**

This is part of a current on-call contract with the city of Galt that has also included projects such as the Simmerhorn-Carillion Water Main Project and the Meadowview Area Waterline Replacements. David performed onsite inspections and sampling on these projects.

**Sutter County, Brittan Elementary School Pedestrian Route Improvements, Sutter, CA**

CTS was selected to perform testing and inspections on this federally funded pedestrian improvement project. The project delivered 6' wide



minor concrete sidewalks with curb and gutter along Pepper Street, Nelson Street, Palm Street, Washington Street, California Street, and Barrow Street to provide a safer pedestrian path to Brittan Elementary School. Construction also included a small amount of HMA paving to connect the new pedestrian walkways to the existing streets as well as related excavation of the preexisting roadside. CTS performed sampling, testing and inspection services for AB and concrete (including batch plant inspections). As a member of the inspections team Dave provided AB compaction testing.

**City of Colusa, Colusa 2010 Sidewalk Improvements, Colusa, CA**

Dave was a special inspector/materials tester for the 2010 Sidewalk Improvements project, which combined three federally-funded projects that involved installation of new sidewalks and accessible ramps to enhance pedestrian safety and accessibility. The project was funded using \$370,000 in Federal Stimulus funds (American Recovery and Reinvestment Act). Testing and inspections were performed per the City's QAP as well as Caltrans.

**Yolo County, Capay Park Pedestrian Access Ramp, Esparto, CA**

This Yolo County project included the fabrication and construction of a metallic pedestrian ramp to provide access from park down into creek. Dave provided soil observation of earthwork activities and visually inspected at open trench area to backfill with native material at under the bridge for Capay Park pedestrian ramp area as well as sampled and tested the native materials in the laboratory. CTS also performed field welding inspections at platforms and piers.

**City of Vallejo, Pavement Rehabilitation –Various Streets 2011 - 2012, Vallejo, CA**

As a member of the CTS team on this project, Dave observed placement of aggregate base and performed sampling and onsite compaction testing of AB and transported curve to the CT lab for ASTM lab testing. The project involved pavement rehabilitation, sidewalk repair, pavement striping and curb ramp installation at 10 different highly trafficked sites throughout the city.

**City of Stockton, Delta Water Supply Project - Water Treatment Plant, Stockton, CA**

The WTP is designed to treat 30 million gallons per day and will be expandable to 60 mgd. The WTP construction will include the following major elements: LOX and ozone facility, flocculation/sedimentation basin, membrane treatment facility, treated water reservoir, treated water pump station, canal intake structure, solids drying beds, clarified washwater/WID pump station, maintenance building, administration/operations building, and a chemical storage and feed building, associated yard piping and electrical facilities. Dave provided observations for concrete placement as well as observed placing of rebar for the treated water reservoir for column bases. Dave's other responsibilities have included performing soil compaction testing, observations of earthwork activities and observations of excavation.



**Education**

- U.S. Navy Service School Command Annex (SSCA), San Diego, CA – Visual, Magnetic Particle, Liquid Penetrant and Ultrasonic; level I; Radiographic Testing, level II; and Ultrasonic, level III
- Nuclear and Non-Nuclear Surface and Subsurface Ships – Nuclear Vessels and Conventional Powered Service Ships
- Wilrick Institute of Technology, Sacramento – ICC/ICBO Certification in Reinforced and Post-Tension Concrete, Masonry, Steel and Spray-Applied Fireproofing

**Certifications**

- AWS Certified Welding Inspector, No. 02071051
- NDT, Level III – Ultrasonic and Magnetic Particle
- ICC Master of Special Inspection, No. 5042108
- ICC Prestressed Concrete, No. 5042108-92
- ICC Reinforced Concrete, No. 5042108-49
- ICC Spray-Applied Fireproofing, No. 5042108-86
- ICC Masonry, No. 5042108-84
- ICC Structural Steel and Bolting, No. 5042108-51
- ICC Structural Welding, No. 5042108-52
- ACI Concrete Field Testing Technician, Grade I, No. 00058671
- Nuclear Gauge Operator, No. 12960

Mr. Arnold has more than 26 years of experience in inspections and construction, including OSHPD jurisdiction facilities, medical office buildings, K-14 facilities and Title 24 projects. His principal responsibilities include visual inspection of structural steel welding (Shop and Field), non-destructive testing – ultrasonic, reinforced concrete, structural masonry and spray-applied fireproofing. Brian's responsibilities include tests and inspections for compliance of materials and methods to project specifications, plans and building department requirements.

**Select Professional Experience**

**Sacramento RT, Watt Avenue Overcrossing, Sacramento, CA**

Brian was an inspector on this Sacramento Regional Transit project as a member of CTS' field inspection team. The project made significant modifications to the interchange to reduce congestion, install dedicated transit facilities, and improve access and safety for bicyclists and pedestrians. He was responsible for onsite inspection of the completed field rail welds. Brian performed visual inspections as well as MT and UT which were logged on a weld inspection log. The duration of this project was more than six months.

**County of Solano, Winters Road Bridge, Winters, CA**

Brian is performing field welding inspection services as a member of the CTS onsite team for this replacement bridge project. The new structure consists of a 453-foot long, 3-span cast-in-place reinforced concrete box girder superstructure. Brian's role included observation of welding performed in progress and completed.

**Caltrans District 3, Feather River Bridge, Nicolaus, CA**

Brian was CTS' multi-disciplined lead inspector, working under Charlie O'Hare, on this \$30.4 million Caltrans' bridge project in Sutter County project. Brian performed quality control inspection involving field welding for this project which will widen the half-mile-long Feather River Bridge from a two-lane highway to four-lane expressway.

**Caltrans District 59, Petaluma River Bridge, Petaluma, CA**

Brian is CTS' field welding inspector for this Caltrans-governed project in Sonoma County. He is providing visual and magnetic particle inspection of the completed pipe to pipe welds and pipe joints. The bridge over the Petaluma River will be constructed in stages beginning with a bridge built between the two existing north and southbound bridges. A new single span cast-in-place prestressed concrete box girder structure will be built over Route 101.

**City of Winters, Phase II Downtown Streetscape Improvements, Winters, CA**

For this streetscape improvements project on Main and First Streets in Winters, CTS is providing materials sampling and testing and geotechnical support services. The project's scope includes on-site testing and inspections including concrete, earthwork compaction -



soils and AC. Laboratory testing and engineering services include concrete compression testing. CTS is providing these services as a consultant under the City's on-call capital projects program. Brian performed soil compaction testing.

**City of Colusa, 2010 Sidewalk Improvements, Colusa, CA**

This project combines three federally funded projects for installation of new sidewalks and accessible ramps to enhance pedestrian safety and accessibility and is funded using \$370,000 in federal Stimulus funds (American Recovery and Reinvestment Act – ARRA), and \$271,000 in Safe Routes to School Program funds. Since the work occurred around both Egling Middle School and Burchfield Primary School, extra safety precautions to accommodate school traffic. CTS performed testing and inspection per city's QAP and Caltrans testing methods. CTS' services included soil compaction testing and observation of earthwork activities. Brian performed soil compaction testing and observation of earthwork activities.

**Nevada Irrigation District, Banner Mountain Cascade Pipeline Grass Valley, CA**

As CTS' lead quality assurance inspector for the District, Brian observed the contractor's quality control inspector's visual inspection of complete penetration welds on butt strap connecting pipe (48 inches), as well as non-destructive testing – ultrasonic of complete penetration. The Banner Cascade Pipeline Project consists of construction of a 6.4 mile large-diameter pipeline that will provide a reliable source of raw water to two NID water treatment plants. It also includes 5.5 miles of treated water pipelines that will make drinking water available to landowners in many areas of Banner Mountain.

**City of Stockton, Delta Water Supply Project – Raw and Treated Water Pipelines, Stockton, CA**

Brian observed welding in progress and performed non-destructive magnetic particle testing of complete penetration of fillet welds for this portion of the project consisting of installing approximately 62,000 lf (12 miles) of new 54-inch diameter raw water pipeline from the new Delta water intake pump station to the new water treatment plant. The treated water alignment follows the raw water alignment for much of its 24,000 lf (6 miles) and consists of three sizes: 54-inch, 42-inch and 36-inch diameter. The project provided a new, supplemental high-quality surface water supply for Stockton residents and businesses.

# Fee Proposal

**City of Willows**

**Construction Management and  
Inspection Services**

South Willows Commercial & Industrial Center  
EDA Project No. 07-01-07275

**July 27, 2018**



**4LEAF, INC.**

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ENGINEERING • CONSTRUCTION MANAGEMENT  
BUILDING INSPECTION • PLAN CHECK





**COST ESTIMATE  
CITY OF WILLOWS**

**Construction Management and Inspection Services  
South Willows Commercial and Industrial Center  
EDA Project No. 07-01-07275**

<b>COSTS BY PHASE</b>	<b>CM</b>	<b>INSPECTOR</b>	<b>PRINCIPAL</b>	<b>TOTALS</b>
Billing Rate:	\$169	\$148	\$175	
<b>1 Pre-Construction Phase</b>				
<u>Pre-construction phase tasks including:</u> Review Plans/Constructability, confer with design team, Preconstruction Conference, Set up documentation				
Hours	40	12	2	
Cost	\$6,760	\$1,776	\$350	<b>\$8,886</b>
<b>2 Construction Phase (275 work days/13 months)</b>				
<u>Construction Phase tasks including:</u> Conduct Meetings, Disseminate Documentation Process Control Documents, Submittal Review, RFI's Construction Schedule monitoring Change Order Evaluation/Costing Claims, processing resolution Inspection Daily Reports, Federal reporting				
Hours	1,200	2,200	8	
Cost	\$202,800	\$325,600	\$1,400	<b>\$529,800</b>
<b>3 Post-Construction Phase</b>				
<u>Post-Construction Phase tasks including:</u> Punch List, Final As-Builts Close-out documents, Final Report Project File Transfer				
Hours	30	16	2	
Cost	\$5,070	\$2,368	\$350	<b>\$7,788</b>
<b>TOTAL HOURS</b>	<b>1,270</b>	<b>2,228</b>	<b>12</b>	
<b>TOTAL COST</b>	<b>\$214,630</b>	<b>\$329,744</b>	<b>\$2,100</b>	<b>\$546,474</b>
Material Testing and Special Inspection Allowance (CTS, Inc.)				<b>\$57,500</b>
Environmental Services/Biological Monitoring ECORP Consulting, Inc.				<b>\$15,000</b>
Miscellaneous Expenses (Travel, Per Diem, Overnight Delivery, mileage, etc.)				<b>\$7,000</b>
<b>GRAND TOTAL</b>				<b>\$625,974</b>

**Basis of Charges**

- A. Rates shown assume projects under this on-call contract will require compliance with California Prevailing Wage rate requirements, and assumes the City will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the project.
- B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR's wage determinations dated 08-22-15.
- C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable/qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector issued 08-22-2015 were used to determine the range of Calendar Year 2016 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:
 

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Night Time (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8 hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 <sup>st</sup> 8 hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	2.5 x hourly rate
- F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- G. Site work is subject to an 8 hour minimum unless stated otherwise.
- H. All billable expenses will be charged at cost plus 15%.
- I. Field office expense is not included in this estimate. If field office is required, additional funds will be needed.



**CONSTRUCTION  
TESTING SERVICES**

**PRELIMINARY ESTIMATE: INSPECTIONS & TESTING**

**DATE:** 07/23/18  
**PROPOSAL No.:** P14719  
**CLIENT:** CITY OF WILLOWS C/O 4LEAF, INC.  
**PROJECT:** SOUTH WILLOWS COMMERCIAL AND INDUSTRIAL CENTER  
**LOCATION:** WILLOWS, CA

ITEM: I ONSITE TESTING & INSPECTIONS		ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
<b>CONCRETE AND REINFORCING STEEL</b>					
	PIERS	2	8	\$150	\$2,400
	FOOTINGS/GRADE BEAMS	3	8	\$150	\$3,600
	SLAB ON GRADE	4	8	\$150	\$4,800
	OTHER - MISC CONCRETE	2	4	\$150	\$1,200
<b>STRUCTURAL STEEL</b>					
	FIELD WELDING/UT/MT	3	8	\$150	\$3,600
<b>MISC FIELD TESTING SERVICES</b>					
	EPOXY BOLTS - INSTALL OBSERVATION	2	4	\$150	\$1,200
	EPOXY BOLTS - PROOF LOADING/PULL TESTING (PORTAL TO PORTAL)	2	4	\$150	\$1,200
	PORTAL TO PORTAL TRAVEL TIME - EQUIPMENT TRANSPORT	2	4.5	\$150	\$1,350
	PORTAL TO PORTAL MILEAGE - EQUIPMENT TRANSPORT	2	354	\$0.54	\$382
<b>GEOTECHNICAL SERVICES</b>					
	FOOTING OBSERVATION	2	8	\$175	\$2,800
	SOILS COMPACTION - SITE UTILITIES	6	8	\$150	\$7,200
	A/C COMPACTION	4	8	\$150	\$4,800
	PORTAL TO PORTAL TRAVEL TIME - NUCLEAR GAUGE TRANSPORT	10	4.5	\$150	\$6,750
	PORTAL TO PORTAL MILEAGE - NUCLEAR GAUGE TRANSPORT	10	354	\$0.54	\$1,912
<b>Preliminary Sub-Total of Onsite Testing &amp; Inspection (approx.)</b>					<b>\$43,194</b>

ITEM: II LABORATORY TESTING & ENGINEERING		ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE COMPRESSION TESTS - 4X8 CYLINDER		55	\$45	\$2,475
GRADATION CT202 WASH INCLUDED		2	\$200	\$400
PLASTIC INDEX		2	\$130	\$260
SAND EQUIVALENT		2	\$150	\$300
R-VALUE		2	\$225	\$450
DURABILITY INDEX		2	\$150	\$300
COMPACTION CURVES		2	\$275	\$550
A/C - THEORETICAL MAX DENSITY		2	\$300	\$600
SAMPLE PICK-UPS		69	\$20	\$1,380
WPS REVIEW		2	\$250	\$500
MIX DESIGN REVIEW		2	\$250	\$500
FINAL LETTER		1	\$300	\$300
UPRR TRAINING/BADGING		4	\$150	\$600
CERTIFIED PAYROLL		6	\$75	\$450
<b>Preliminary Subtotal of Laboratory Testing &amp; Engineering (approx.)</b>				<b>\$9,065</b>
<b>Preliminary Estimated Fees</b>				<b>\$52,259</b>
<b>Project Administration 10%</b>				<b>\$5,226</b>
<b>Total Preliminary Estimated Fees</b>				<b>\$57,485</b>

If work is performed at night a 12.5% differential will be charged.

A 10% project administration fee will be charged monthly per invoice.

No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.

Estimate based on plans by ATM Engineering dated 9/27/16 and March 2018 and RFP dated 6/22/18. No construction schedule was available. See attached fee schedule for basis of charges.

Estimate includes portal to portal travel time for nuclear gauge transport from laboratory per requirements of the CA Radiological Health Branch.

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.



**2018 FEE SCHEDULE - P14719 7/23/18**  
**PERSONNEL FEES AND BASIS OF CHARGES**  
**INSPECTIONS, ENGINEERING & SPECIAL SERVICES**

	Standard Rate/Hour	Discounted Rate/Hour
<b>* FIELD INSPECTION AND LABORATORY SERVICE</b>		
Steel	\$248.00	\$150.00
Nondestructive - UT, MT, PT	\$223.00	\$150.00
Steel Visual/UT Combination	\$223.00	\$150.00
Concrete ACI	\$218.00	\$150.00
Concrete ICC	\$248.00	\$150.00
Masonry	\$218.00	
Fireproofing	\$218.00	
Soil Technician w/Nuclear Gauge and/or Sand Cone (portal-to-portal)	\$248.00	\$150.00
Asphalt Technician (portal-to-portal)	\$248.00	\$150.00
Shoring/Soldier Piers	\$218.00	
Roofing & Waterproofing	\$218.00	
Multi-Disciplined Inspector	\$218.00	
Inspector Requiring G1 Pay Grade	\$253.00	
Specialty Inspector or Where Formal Certification is Required	\$218.00	
Field Inspector with Special Enhancement	\$218.00	
Laboratory Technician	\$218.00	
Technician Typist	\$218.00	
<b>**PROFESSIONAL ENGINEERING SERVICES</b>		
Principal Engineer (Civil/Structural)	\$353.00	
Geotechnical Engineer	\$303.00	
Consulting Engineer (Civil/Structural)	\$273.00	
Associate Engineer, Licensed	\$248.00	
Project Manager	\$218.00	
Staff Engineer	\$248.00	\$175.00
Field Supervision	\$193.00	
ASNT Level III	\$208.00	
Drafting	\$153.00	
Quality Control Manager	QOR	
<b>SPECIAL SERVICES</b>		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation	\$248.00	\$150.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing (portal-to-portal)	\$248.00	\$150.00
* Coring, 1 Person (including equipment) (portal-to-portal)	\$278.00	
* Coring, 2 Persons (including equipment) (portal-to-portal)	\$443.00	
* Asphalt Coring (portal-to-portal)	\$303.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee \$115/Day (portal-to-portal)	\$288.00	
Floor Flatness Testing FF/FL - Equipment Fee \$115/Day (portal-to-portal)	\$288.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$55/Kit (portal-to-portal)	\$288.00	
Relative Humidity Testing - \$75/Kit (portal-to-portal)	\$288.00	
Ferroscan - Equipment Fee \$115/day (portal-to-portal)	\$288.00	
GPR - Equipment Fee \$115/day (portal-to-portal)	\$343.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$463.00	\$75.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$345.00	\$250.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$345.00	\$250.00
Welder Qualification Test	\$233.00	
DSA Interim Reports	\$178.00	
Geotechnical Pad Letter (less than 48 hours notice - \$550)	\$345.00	
Final Letter (less than 48 hours notice - \$550)	\$345.00	\$300.00
<b>EXPERT WITNESS TESTIMONY</b>		
Court appearance, per day	\$2,420.00	
Court appearance, per half day	\$1,210.00	

\* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.

\*\*Professional engineering services will be billed in two hour increments.





## BASIS OF CHARGES

### GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

### MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

### WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

### MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$40.00/each	
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$7.00/minimum	
Wireless Router/Data Card for Jobsite Internet	\$135.00/day	
Parking Fees	At Cost	
Air Travel	Cost Plus 10%	
Outside Services	Cost Plus 20%	
Subsistence (per union contract)	\$130.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	\$26.00/each	\$20.00/each
Weekend Sample Pickup	\$105.00/each	
Project Administration	10% of Monthly Invoice	
Samples Made by Others: Concrete Cylinders	\$130 + Test	
Samples Made by Others: All Other Tests	\$55.00 + Test	
Laboratory Sample Witness Fee	\$130.00	
Laboratory Sample Storage Fee (per sample)	\$120.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	\$150.00	

### TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

### INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

### PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



**CONCRETE AND MASONRY TESTS**

		<b>Standard Rate/Each</b>	<b>Discounted Rate/Each</b>
<b>CONCRETE</b>			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$84.00	
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	<del>\$84.00</del>	\$45.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$143.00	
Cylinder molds, 6" x 12" and 4" x 8"	ASTM C470	\$72.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$94.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$121.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$440.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$308.00	
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$308.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$150.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$440.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$110.00	
Shotcrete Production Cores	ASTM C1140	\$110.00	
Coefficient of Thermal Expansion	AASHTO T336	\$535.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$405.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$965.00	
Cement Quality Sampling	CBC 2010	\$667.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$55.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$253.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$215.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$150.00	
Density of Hydraulic Cement	ASTM C188	\$195.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$150.00	
GFRC Pull Test	PCI	\$374.00	
GFRC Flexural Test	PCI	\$374.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$525.00	
<b>MASONRY</b>			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$121.00	
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$121.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$187.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$187.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$121.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$184.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$270.00	
Masonry Core Shear Testing	CBC 2105A.4	\$270.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$340.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,000.00	
Mortar Molds, 2" x 4", Single Use		\$121.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$121.00	
<b>AGGREGATES (SOILS AND CONCRETE)</b>			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$220.00	
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$295.00	
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	<del>\$370.00</del>	\$200.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$220.00	
Evaluating Cleanness of Coarse Aggregate	CT227	\$370.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$275.00	
Unit Weight of Aggregate	CT212	\$158.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$215.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$370.00	
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$336.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$336.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$336.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$535.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$405.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$405.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	<del>\$270.00</del>	\$150.00
Durability Index (Fine)	ASTM D3744/CT229	<del>\$405.00</del>	\$150.00
Durability Index (Coarse)	ASTM D3744/CT229	<del>\$405.00</del>	\$150.00
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$405.00	
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$590.00	

\*Unusual sample preparation for brick specimen will be charged at the established hourly rate.



**SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS**

<b>SOILS</b>		<b>Standard Rate/Each</b>	<b>Discounted Rate/Each</b>
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$535.00	
Caltrans Corrosivity Package		\$505.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR	
Soils and Waters for Sulfate Content	CT417	QOR	
Soils and Waters for Chloride Content	CT422	QOR	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$590.00	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$625.00	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$535.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	<del>\$535.00</del>	\$130.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	<del>\$502.00</del>	\$275.00
Hydrometer Only	ASTM D422	\$535.00	
pH of Soils	ASTM D4972	\$467.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$590.00	
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844/CT301	<del>\$590.00</del>	\$225.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216/CT226	\$150.00	
Density of Soil in Place by the Drive-Cylinder Method	D2937	\$116.00	
Expansion Index of Soils	ASTM D4829	\$405.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084/CT220	\$550.00	
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$337.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$285.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$285.00	
Density of Hydraulic Cement	ASTM C188	\$253.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	\$535.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	\$270.00	
Universal Soil Classification System (USCS) Test	ASTM D2487	\$300.00	
California Bearing Ratio Test	ASTM D1883	\$370.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166/CT221	\$187.00	
<b>ASPHALT</b>			
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$732.00	
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR	
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$270.00	
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926/CT304	\$270.00	
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726/CT308	\$990.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	\$3,146.00	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	\$405.00	
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$990.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041/CT309	<del>\$405.00</del>	\$300.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341		
Swell of Bituminous Mixtures	CT305	\$370.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt Stabilometer Value (1 sample)	ASTM D1461/CT307	\$930.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT366	\$370.00	
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$405.00	
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT382/ASTM D6307	\$405.00	
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	CT370	\$405.00	
Compressive Strength of Bituminous Mixtures	ASTM D1075	\$3,330.00	
Hamburg Wheel Track	ASTM D1074	\$270.00	
Moisture Susceptibility	AASHTO T324	\$3,630.00	
	AASHTO T283	\$3,630.00	

\* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

\*\* Does not include sample preparation or sieve analysis



		Standard Rate/Each
<b>MATERIALS MECHANICAL TESTS</b>		
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$470.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$205.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy Products, (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$470.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$460.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$336.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$370.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$440.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$440.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$270.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$528.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$150.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$337.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$337.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$370.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$370.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$336.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$336.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$270.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$990.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,463.00
<b>FIREPROOFING</b>		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$270.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$77.00

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## Scope of Work and Cost Estimate

### Task 1: Preconstruction Surveys:

A review of the environmental documentation for the proposed project shows surveys for nesting birds and raptors are required prior to the start of project activities if construction starts between March 1 and September 1. ECORP will provide a qualified avian biologist to perform the nesting bird survey and draft a report deliverable to CDFW. Cost provides for one draft, revisions, and one final report.

**Cost Estimate (Nesting Birds): \$2,750**

A review of the ITP for the proposed project shows that a preconstruction survey for GGS is required no more than 24 hours before initial ground disturbance. ECORP will provide a qualified GGS biologist to perform the preconstruction survey and provide a report deliverable to CDFW. Cost provides for one draft, revisions, and one final report.

**Cost Estimate (Giant Garter Snake): \$3,800**

### Task 2: Worker Environmental Awareness Program:

In coordination with the Construction Manager, the DB will develop and deliver a Worker Environmental Awareness Program (WEAP) for all persons employed or otherwise working in the project area before performing any work. The program will provide a summary of GGS biology and general behavior, information about the species' distribution and habitat needs, sensitivity of GGS to human activities, and its status relative to the Endangered Species Act (ESA) and California Endangered Species Act (CESA). The discussion will include detail on legal protections, recovery efforts, penalties for violations of law, and project-specific measures described in the ITP. An identical training will be available for non-English speaking (Spanish language) workers, and all new workers will receive the training before they are authorized to work in the project area. Fact-sheets or wallet cards will be provided, and a cumulative sign-in sheet of all trained workers will be kept on-site. The training will be given annually to long term or permanent employees, and will generally be provided by the DB during daily monitoring activities. If a training needs to be scheduled and a biological monitor is not on-site, the additional on-site trainings fee (below) will apply).

**Cost Estimate (WEAP, including first training): \$3,400**

**(Additional On-site Trainings): \$800**

### **Task 3 Giant Garter Snake Relocation Plan:**

ECORP will develop and deliver a Relocation Plan for GGS and submit it to CDFW for approval prior to initiating any work activities. The program will summarize the amount, relative location, and quality of suitable habitat (aquatic and terrestrial) including invasive and non-native species present, available upland burrows, suitable prey items, and potential barriers to movement. The plan will also include a description of the methods of capture and transportation, and measures to address incidental death or injury to GGS.

**Cost Estimate (Relocation Plan): \$2,500**

### **Task 4 Biological Monitoring:**

The DB will train the Construction Manager to monitor daily activities. The Construction Manager or DR will be on-site to monitor for snakes during all vegetation removal and initial ground clearance within upland GGS habitat. Daily inspections will be made every morning of the constructed trench along South Tehama Street adjacent to the storm water drainage channel. A construction monitoring notebook will be prepared and maintained onsite during construction, in which the ITP, its attachments, a list of trained personnel, copies of monitoring data sheets, a copy of the WEAP training, and other environmental permits are kept. The notebook will be available for review upon request by CDFW.

The DB or trained Construction Manager will be onsite daily when construction occurs. The DB or trained Construction Manager will conduct compliance inspections to 1) minimize incidental take of GGS, 2) prevent unlawful take of species, 3) check for compliance with all measures of the ITP, 4) check all exclusion zones, 5) ensure that signs, stakes, and fencing are intact, and that covered activities are only occurring in the project area. The monitor will prepare daily written observations and inspection records summarizing: oversight activities and compliance inspections, observations of covered species and their sign, survey results, and monitoring activities required by the ITP.

**Cost Estimate (Daily Monitoring): \$1,200/day\* and \$800/half-day\***

*\*Daily rate is inclusive of all ODC's, travel expenses, and all required species experts. Assumes a 10-hour work day including travel. Time beyond 10 hours/day will be billed at standard overtime rates.*

*\*\*Half-day rate is inclusive of all ODC's, travel expenses, and all required species experts. Assumes a less than 6-hour work day including travel.*