COUNCILMEMBERS
Dr. Sherry Hu, Mayor
Kashef Qaadri, Vice Mayor
Jean Josey, Councilmember
Michael McCorriston, Councilmember
John Morada, Councilmember

Peter W. Snyder Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

DUBLIN
CALIFORNIA

Regular Meeting of the
DUBLIN CITY COUNCIL

Tuesday, October 7, 2025

Location: Peter W. Snyder City Council Chamber 100 Civic Plaza Dublin, CA 94568

CLOSED SESSION 6:00 PM
REGULAR MEETING 7:00 PM

Additional Meeting Procedures

This City Council meeting will be broadcast live on Comcast T.V. channel 28 beginning at 7:00 p.m. This meeting will also be livestreamed at www.tv30.org and on the City's website at: https://dublin.ca.gov/ccmeetings

For the convenience of the City and as a courtesy to the public, members of the public who wish to offer comments electronically have the option of giving public comment via Zoom, subject to the following procedures:

- Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, October 7, 2025. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.

- Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.

- When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.

- Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

CLOSED SESSION 6:00 PM

I. CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Councilmembers Josey and McCorriston
Unrepresented employee: City Attorney

II. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Save Mount Diablo, et al. v. City of Dublin, Alameda County Superior Court Case No. 24CF086734

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Presentation of the Domestic Violence Awareness and Prevention Month Proclamation
The City Council will present the Domestic Violence Awareness and Prevention Month proclamation.
STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - Domestic Violence Awareness and Prevention Month Proclamation

3.2 Presentation of the World Polio Day Proclamation
The City Council will present the World Polio Day proclamation.
STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - World Polio Day Proclamation

3.3 Presentation from Ryan Clausnitzer of the Alameda County Mosquito Abatement District
The City Council will receive a presentation from Ryan Clausnitzer, District Manager of the Alameda County Mosquito Abatement District, providing an overview of the District's activities.
STAFF RECOMMENDATION:
Receive the presentation.
Staff Report

4. PUBLIC COMMENT
At this time, the public is permitted to address the City Council on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may

take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the City Council MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

5. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the City Council with one single action. Members of the audience, Staff or the City Council who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor to remove the item.

5.1 Approval of September 16, 2025 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the September 16, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 16, 2025 Regular City Council Meeting.

Staff Report

Attachment 1 - September 16, 2025 Regular City Council Meeting Minutes

5.2 Grace Pointe/Dublin Centre Exempt Surplus Land

The City Council will consider declaring the 1.83-acre portion of property in the Dublin Centre to be Exempt Surplus Land for an Affordable Housing Development. Declaring this land to be Exempt Surplus Land will enable the City of Dublin to transfer the property to Sunflower Grace, L.P., for the development and operation of affordable rental housing in accordance with the terms of the Development Agreement for the Dublin Centre Project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Declaring Property Located in the Dublin Centre Project to be Exempt Surplus Land for Affordable Housing Development Pursuant to the Surplus Land Act.

Staff Report

Attachment 1 - Resolution Declaring Property Located in the Dublin Centre Project to be Exempt Surplus Land for Affordable Housing Development Pursuant to the Surplus Land Act

5.3 Agreements for On-Call Construction Management and Inspection Services and an Amendment to the Agreement with Pakpour Consulting Group, Inc. for On-Call Development Review Services

The City Council will consider approving agreements with 4LEAF, Inc., Consor PMCM, Inc., GFT Infrastructure, Inc., MNS Engineers, Inc., Pakpour Consulting Group, Inc., Swinerton Management & Consulting, and Unico Engineering, Inc. for on-call construction management and inspection services. The City Council will also consider amending an agreement with Pakpour Consulting Group, Inc., for on-call development review services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreements for On-Call Construction Management and Inspection Services with 4LEAF, inc., Consor PMCM, Inc., GFT Infrastructure, Inc., MNS Engineers, Inc., Pakpour Consulting Group, Inc., Swinerton Management & Consulting, and Unico Engineering, Inc.; and adopt the **Resolution** Approving an Amendment to the Agreement with Pakpour Consulting Group, Inc. for On-Call Development Review.

Staff Report
Attachment 1 - Resolution Approving Agreements for On-Call Construction Management and Inspection Services
Attachment 2 - Exhibit A to Resolution - Consulting Services Agreements for On-Call Construction Management and Inspection Services
Attachment 3 - Request for Qualifications - On-Call Construction Management and Inspection Services
Attachment 4 - Statements of Qualifications - On-Call Construction Management and Inspection Services
Attachment 5 - Resolution Approving an Amendment to the Agreement with Pakpour Consulting Group, Inc. for On-Call Development Review
Attachment 6 - Exhibit A to Resolution - Third Amendment to the Consulting Services Agreement with Pakpour Consulting Group, Inc.
Attachment 7 - Consulting Services Agreement between the City of Dublin and Pakpour Consulting Group, Inc. and Prior Amendments

5.4 Notice of City Engineer's Receipt of Final Map for Review for Tract 8663, Dublin Fallon 580

The City Council will receive notification of the City Engineer's receipt of the Final Map for review for Tract 8663, Dublin Fallon 580 Large Lot Map.

STAFF RECOMMENDATION:

Receive the notification.

Staff Report
Attachment 1 - Draft Tract 8663 Final Map

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS

7.1 Introduction of an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) of the Dublin Municipal Code

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code regarding the use of Electric Bicycles, Electric Scooters, Electric Personal Assistive Mobility Devices, and Electric Motorized Boards operating within the City and making clarifications to enhance public safety.

STAFF RECOMMENDATION:

Waive the reading and introduce the **Ordinance** Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code.

Staff Report
Attachment 1 - Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code
Attachment 2 - Redline Amendments to Sections 5.100.020 and 5.100.140
Attachment 3 - City Council Staff Report dated May 6, 2025
Item 7.1 PowerPoint Presentation

8. NEW BUSINESS

8.1 Introduction of an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code related to Purchasing Policy thresholds. The proposed updates are intended to create efficiencies in the City's purchasing activities, incorporate recent updates to the California Uniform Public Construction Cost Accounting Act, and align the City's practices with the industry's best practices.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Chapter 2.36 (Contracts and Purchasing) of the City of Dublin Municipal Code.

Staff Report
Attachment 1 - Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
Attachment 2 - Redline Amendments to Chapter 2.36
Item 8.1 PowerPoint Presentation

9. CITY MANAGER AND CITY COUNCIL REPORTS

Brief information only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expense (AB1234).

10. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) (ADA), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

Agenda materials that become available within 72 hours in advance of the meeting, and after publishing of the agenda, will be available at Civic Center, 100 Civic Plaza, and will be posted on the City's website at www.dublin.ca.gov/ccmeetings.

Mission

The City of Dublin promotes and supports a high quality of life, ensures a safe, secure, and sustainable environment, fosters new opportunities, and champions a culture of equity, diversity, and inclusion.

Agenda Item 3.1

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation of the Domestic Violence Awareness and Prevention Month Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present the Domestic Violence Awareness and Prevention Month proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Domestic Violence Awareness Month has been recognized annually since October 1987, with the introduction of the first national domestic violence toll-free hotline. In 1989 the U.S. Congress designated October as National Domestic Violence Awareness Month and such legislation has passed every year since, promoting awareness of resources and encouraging people to work towards the elimination of personal and institutional violence.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Domestic Violence Awareness and Prevention Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Domestic Violence Awareness and Prevention Month"

WHEREAS, *one in every three women will experience domestic violence during her lifetime; one in every four women will experience sexual assault in her lifetime; one in six men have had abusive or unwanted sexual experiences in their lifetime; and approximately 15.5 million children are exposed to domestic violence every year; and*

WHEREAS, *the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and*

WHEREAS, *victims of domestic violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; and*

WHEREAS, *the City of Dublin encourages victims of domestic violence and their families to seek assistance from Rewire Community, Tri-Valley Haven, and other appropriate victims' services organizations, and recognizes the compassion and dedication of the individuals who provide services to victims of domestic violence; and*

WHEREAS, *local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education.*

NOW, THEREFORE, BE IT RESOLVED *that the City Council of the City of Dublin does hereby proclaim October 2025 as "Domestic Violence Awareness and Prevention Month" in the City of Dublin and encourages the community to be cognizant of the important work done by domestic violence programs and victims' service providers, as well as actively participate in scheduled activities and programs that work towards the elimination of personal and institutional violence.*

DATED: *October 7, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

Agenda Item 3.2

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation of the World Polio Day Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present the World Polio Day proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Polio is a highly infectious disease that is spread person to person, typically through contaminated water. It commonly affects children under the age of 5 and can attack the nervous system and lead to paralysis. The eradication of polio is one of Rotary International's longest standing and most significant efforts. These efforts are providing much needed operational support, medical staff, laboratory equipment, and educational materials for healthcare workers and parents.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) World Polio Day Proclamation

A PROCLAMATION OF THE
CITY OF DUBLIN, CALIFORNIA

"World Polio Day"

***WHEREAS**, Poliomyelitis, also known as poliovirus or polio, is a highly infectious disease that is spread person to person, typically through contaminated water; and*

***WHEREAS**, polio commonly affects children under the age of 5 and can attack the nervous system and lead to paralysis; and*

***WHEREAS**, there is no cure, but polio is preventable with a vaccine which has been administered to nearly 3 billion children in 122 countries and polio cases have dropped by 99.9% since 1988 when Rotary International helped establish the Global Polio Eradication Initiative; and*

***WHEREAS**, Rotary is a global network of 1.4 million neighbors, friends, leaders, and problem-solvers who see a world where people unite and take action to create lasting change – across the globe, in our communities, and in ourselves; and*

***WHEREAS**, the eradication of polio is one of Rotary's longest standing and most significant efforts; and*

***WHEREAS**, these efforts provide much needed operational support, medical staff, laboratory equipment, and educational materials for healthcare workers and parents.*

***NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby proclaim October 24, 2025, as "World Polio Day" in the City of Dublin and encourages all residents to join Rotary International in the mission to End Polio Now.*

***DATED:** October 7, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

Agenda Item 3.3

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation from Ryan Clausnitzer of the Alameda County Mosquito Abatement District
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will receive a presentation from Ryan Clausnitzer, District Manager of the Alameda County Mosquito Abatement District, providing an overview of the District's activities.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Alameda County Mosquito Abatement District is a public agency focused on controlling mosquitoes and limiting the transmission of mosquito-borne diseases. The City Council will receive an overview of the District's activities.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of September 16, 2025 Regular City Council Meeting Minutes
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the September 16, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 16, 2025 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the September 16, 2025 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) September 16, 2025 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: September 16, 2025

The following are minutes of the actions taken by the City of Dublin City Council. A full video recording of the meeting with the agenda items indexed and time stamped is available on the City's website at: https://dublin.ca.gov/ccmeetings

CLOSED SESSION 6:00 PM

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

II. CONFERENCE WITH LABOR NEGOTIATORS
Agency designed representatives: Councilmembers Josey and McCorriston
Unrepresented employee: City Attorney

III. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Kingswood Owners Association v. City of Dublin, Alameda County Superior Court Case No. 24CV087642

IV. CONFERENCE WITH LEGAL COUNSEL—EXISITING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
In Purdue Pharma L.P., et al. (S.D.N.Y.), Case No. 19-23649

V. CONFERENCE WITH LEGAL COUNSEL—EXISITING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
In re: National Prescription Opiate Litigation (N.D. Ohio) Case No. 1:17-md-2804

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, September 16, 2025**, in the Peter W. Snyder Council Chamber. The meeting was called to order at 7:00 PM, by Vice Mayor Qaadri.

DRAFT

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Attendee Name	Status
Dr. Sherry Hu, Mayor	Absent
Kashef Qaadri, Vice Mayor	Present
Jean Josey, Councilmember	Present
Michael McCorriston, Councilmember	Present
John Morada, Councilmember	Present

2) REPORT ON CLOSED SESSION

City Attorney John Bakker reported the City Council approved two settlements in the National Prescription Opiate Litigation:

- One with Purdue Pharma and its owners, the Sackler Family, with a maximum settlement value of $128,081.65.
- One with secondary manufactures (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus) with a maximum settlement value of $17,850.38.

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Presentation of the Constitution Week Proclamation

The City Council presented the Constitution Week Proclamation.

3.2) Employee Introductions

New City of Dublin staff members, Lacey Bockhous, Digital Communications Technician with the City Manager's Office, and Christina Brekelmans, Recreation Coordinator with Parks and Community Services, were introduced.

4) PUBLIC COMMENT

Frank Dillon provided public comment.

Mike Grant provided public comment.

Naveena Rudrapada provided public comment.

5) CONSENT CALENDAR

5.1) Approved the September 2, 2025, Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 77-25 titled, “Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement with the Wallis Ranch Homeowner’s Association for the Provision of Traffic Enforcement Services.”

5.3) Adopted Resolution No. 78-25 titled, “Approving the Fourth Amendment to the Land Lease between the City of Dublin and U.S. Bank National Association.”

5.4) Received the report of payments issued from August 1, 2025 – August 31, 2025, totaling $24,541,574.76.

5.5) Adopted Resolution No. 79-25 titled, “Adopting the City of Dublin Title VI Program.”

5.6) Adopted Resolution No. 80-25 titled, “Finding that Developers Having Obligations Under Active Development Agreements and Supplemental Agreements as Amended, Have Complied in Good Faith with Terms and Provisions of the Agreements.”

On a motion by Councilmember McCorriston, seconded by Councilmember Josey and by unanimous vote, the City Council adopted the Consent Calendar.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Michael McCorriston, Councilmember
SECOND:	Jean Josey, Councilmember
AYES:	Josey, McCorriston, Qaadri, Morada
ABSENT:	Hu

Vice Mayor Qaadri called a recess at 7:21 PM.

Vice Mayor Qaadri reconvened the meeting at 7:24 PM.

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Annual Review of the City’s Statement of Investment Policy

The City Council received a presentation regarding the annual review and updates of the City’s Statement of Investment Policy.

Daniel provided public comment.

Adam Kalman provided public comment.

Tsahala David provided public comment.

Kathryn Doyen provided public comment.

Riyad Sood provided public comment.

Eyal provided public comment.

Musa Tariq provided public comment.

Kenneth Goldman provided public comment.

Mike Grant provided public comment.

Arman Rizvi provided public comment.

Rabbi Larry Milder provided public comment.

Sarah Dorman provided public comment.

Linda Knapp provided public comment.

Sofia Rahman provided public comment.

Cathy Fararjeh provided public comment.

Am Ysrael Chai provided public comment.

Ray provided public comment.

Hagit Shekel provided public comment.

On a motion by Councilmember McCorriston and seconded by Vice Mayor Qaadri, and by unanimous vote, the City Council adopted Resolution No. 81-25 titled, “Approving the Annual Review of the Statement of Investment Policy and Delegation of Authority to Complete Investment Transactions.”

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Michael McCorriston, Councilmember
SECOND:	Kashef Qaadri, Vice Mayor
AYES:	Josey, McCorriston, Qaadri, Morada
ABSENT:	Hu

8.2) Agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance

The City Council received a presentation on the agreement with East Bay Pool Services, Inc., for aquatic facilities maintenance.

Vice Mayor Qaadri opened the public comment period. Upon receiving no public comment, Vice Mayor Qaadri closed the public comment period.

On a motion by Councilmember Morada and seconded by Councilmember Josey, and by unanimous vote, the City Council adopted Resolution No. 82-25 titled, "Approving the Contractor Services Agreement with East Bay Pool Service, Inc. for Aquatic Facilities Maintenance," and approved the budget change.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	John Morada, Councilmember
SECOND:	Jean Josey, Councilmember
AYES:	Josey, McCorriston, Qaadri, Morada
ABSENT:	Hu

9) CITY MANAGER AND CITY COUNCIL REPORTS

The City Council and Staff provided brief information-only reports, including committee reports and reports related to meetings attended at City expense (AB1234).

By consensus, the City Council directed Staff to bring a policy to a future meeting formalizing the current practice of lowering the flag to half-staff.

10) ADJOURNMENT

Vice Mayor Qaadri adjourned the meeting at 9:13 PM.

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Grace Pointe/Dublin Centre Exempt Surplus Land
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider declaring the 1.83-acre portion of property in the Dublin Centre to be Exempt Surplus Land for an Affordable Housing Development. Declaring this land to be Exempt Surplus Land will enable the City of Dublin to transfer the property to Sunflower Grace, L.P., for the development and operation of affordable rental housing in accordance with the terms of the Development Agreement for the Dublin Centre Project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Declaring Property Located in the Dublin Centre Project to be Exempt Surplus Land for Affordable Housing Development Pursuant to the Surplus Land Act.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

On December 6, 2022, the City Council approved the Development Agreement for the Dublin Centre project. As part of the project's compliance with the City Inclusionary Zoning Ordinance, the developer agreed to donate land at the corner of Dublin Boulevard and Brannigan Street (the Property) to the City or its designated recipient for a multi-family housing project affordable to lower income households.

On November 5, 2024, the City Council entered into an Affordable Housing Assistance Agreement (AHAA) with Sunflower Grace, L.P., for the Grace Pointe project. Under the terms of the AHAA, Sunflower Grace L.P. will be the recipient of the Property for the purpose of constructing and operating an affordable rental housing development thereon.

Sunflower Grace, L.P., which includes affiliates of Sunflower Hill and Satellite Affordable Housing Associates (SAHA) as general partners, proposes to develop a 60-unit low- and very-low income affordable housing project for those with intellectual and developmental disabilities (I/DD) on the Property. As a non-profit affordable housing developer, Sunflower Grace L.P., will be seeking funds from multiple funding sources to construct the Grace Pointe project. Receipt of property as exempt surplus land allows certain funding applications, such as the Multifamily Housing Program by HCD, and the Multi-Family Super NOFA Capital funding, to be more competitive. Therefore, Sunflower Hill requested that the City acquire the Property from the Dublin Centre master developer and subsequently transfer it to Sunflower Grace, L.P., as surplus property to enhance the competitiveness of its affordable housing funding applications.

Analysis
Pursuant to the Surplus Land Act (Government Code Section 54220 et seq.), local agencies must determine whether publicly owned land is "surplus" or "exempt surplus" prior to its sale or lease. The Property qualifies as "exempt surplus land" under multiple provisions of the Act:

- **Section 54221(f)(1)(A)** defines exempt surplus land as property used for housing developments pursuant to Government Code Section 37364, which allows cities to convey land for housing when at least 80% of the land is developed for housing and at least 40% of the units are designated for low and very low-income households, with affordability restrictions lasting at least 30 years. The AHAA exceeds these requirements by mandating that all units (except one manager's unit) be restricted to low and very low-income households for a period of 55 years.
- **Section 54221(f)(1)(F)** further defines exempt surplus land as property used for housing developments where 100% of units (excluding a manager's unit) are restricted to low- or moderate-income households, with at least 75% restricted to lower income households, and rents set at least 20% below median market rates for the neighborhood. These restrictions must be recorded in a covenant or regulatory agreement. The AHAA requires a Regulatory Agreement to be recorded against the Property for a term of 55 years.
- **Section 54221(f)(2)** requires notification to certain entities if the land is located in sensitive areas such as coastal zones or near historic sites. The Property does not meet any of these criteria, and therefore no such notification is required.

The Surplus Land Act Guidelines require that a local agency making an exempt surplus land determination must document its findings and submit them to the California Department of Housing and Community Development (HCD) at least 30 days prior to disposition. A Resolution documenting the findings and declaring the Property in the Dublin Centre Project to be Exempt Surplus Property for affordable housing development is included as Attachment 1.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability
Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.
Objective B: Support efforts to produce housing affordable at all levels of income.

Objective E: Support efforts to address housing for special needs communities.

ENVIRONMENTAL DETERMINATION:

The action of declaring the Property to be exempt surplus property for affordable housing development is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 as this action does not meet CEQA's definition of a "project" and would not result in either a direct physical change, or a reasonably foreseeable indirect physical change in the environment.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Declaring Property Located in the Dublin Centre Project to be Exempt Surplus Land for Affordable Housing Development Pursuant to the Surplus Land Act

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DECLARING PROPERTY LOCATED IN THE DUBLIN CENTRE PROJECT TO BE EXEMPT SURPLUS LAND FOR AFFORDABLE HOUSING DEVELOPMENT PURSUANT TO THE SURPLUS LAND ACT

WHEREAS, on December 6, 2022, the City Council approved a Development Agreement for the Dublin Centre project, and as part of the project's compliance with the City's Inclusionary Zoning Ordinance, the developer agreed to donate land within the Dublin Centre project to the City or its designated recipient; and

WHEREAS, on November 5, 2024, the City Council approved an Affordable Housing Assistance Agreement ("AHAA") with Sunflower Grace, L.P. with respect to certain approximately 1.83 acres of real property located in the Dublin Centre project, a portion of APN 985-0051-006-00 (the "Property"), for the development and operation of an affordable rental housing development thereon; and

WHEREAS, Sunflower Grace, L.P., which includes affiliates of Sunflower Hill and Satellite Affordable Housing Associates (SAHA) as general partners, proposes to develop the Grace Pointe project on the Property consisting of a 60-unit low- and very-low-income affordable housing project for those with intellectual and developmental disabilities (I/DD); and

WHEREAS, Sunflower Grace, L.P. requested that the City acquire the Property from the Dublin Centre master developer and subsequently transfer it to Sunflower Grace, L.P. as surplus property to enhance the competitiveness of its funding applications; and

WHEREAS, the Surplus Land Act, Government Code Section 54220, *et seq*., provides that local public agencies must determine whether land owned by the public agency is "surplus land" or "exempt surplus land" prior to the sale or lease of such land; and

WHEREAS, Section 54221(f)(1)(A) of the Surplus Land Act provides that surplus land that is transferred by a city pursuant to Government Code Section 37364 is "exempt surplus land"; and

WHEREAS, Government Code Section 37364 authorizes cities to convey real property when not less than 80% of the property will be developed for housing, and not less than 40% of the housing units will be developed for low and very low-income tenants at an affordable rent, and restricted for a period of at least 30 years; and

WHEREAS, the AHAA requires that all of the Property will be developed for housing, and all of the housing units thereon (except for one manager's unit) will be developed for low and extremely low income tenants at an affordable rent, and restricted for a period of 55 years, pursuant to a Regulatory Agreement between the City and Sunflower Grace, L.P. to be recorded in the official records of Alameda County; and

WHEREAS, Section 54221(f)(1)(F) of the Surplus Land Act provides that "exempt surplus land" includes surplus land that is to be developed for a housing development that restricts 100

percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, with an affordable rent for 55 years for rental housing, and the maximum affordable rent level is at least 20 percent below the median market rents for the neighborhood in which the site is located, with such requirements contained in a covenant or restriction recorded against the surplus land that runs with the land; and

WHEREAS, the AHAA requires that a Regulatory Agreement will be recorded against the Property at the time of conveyance to Sunflower Grace, L.P. which requires that for a period of 55 years the rental of 100 percent of the residential units (except for one manager's unit) will be restricted to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, with an affordable rent, and the maximum affordable rent level will be at least 20 percent below the median market rents for the neighborhood in which the Property is located; and

WHEREAS, Section 54221(f)(2) of the Surplus Land Act provides that notwithstanding the foregoing exemptions, a written notice of the availability of surplus land for open-space purposes shall be sent to specified entities if the land is within a coastal zone, adjacent to a historical unit of the State Parks System, listed on or determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places, or within the Lake Tahoe region; and

WHEREAS, the Property does not meet any of the criteria of Section 54221(f)(2) of the Surplus Land Act, and therefore no written notice of the availability of surplus land for open-space purposes is required to be sent with respect to the Property; and

WHEREAS, the Surplus Land Act Guidelines provide that a local agency that determines that property is exempt from the Surplus Land Act shall support such a determination with written findings and shall provide a copy of the written determination to the California Department of Housing and Community Development at least 30 days prior to disposition; and

WHEREAS, the City Council desires to declare the Property to be exempt surplus land and to make certain findings with respect to the City's conveyance of the Property to Sunflower Grace, L.P.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby makes the following findings and determinations:

1. The Property is designated as exempt surplus land on the basis that the City intends to convey the Property in accordance with Government Code Sections 54221(f)(1)(A) and 54221(f)(1)(F).

2. The City Council hereby directs the City Manager or her designee to transmit a copy of this resolution to the California Department of Housing and Community Development, and to transmit such further information and documents as are necessary for the Department's review of the compliance of this transaction with the requirements of the Surplus Land Act.

3. The conveyance of the Property to Sunflower Grace, L.P. pursuant to the AHAA shall occur no earlier than the first to occur of (a) the approval of the findings hereof by the California Department of Housing and Community Development, or (b) thirty days after the submission of this resolution and all accompanying documents to the California Department of Housing and Community Development.

PASSED, APPROVED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.3

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreements for On-Call Construction Management and Inspection Services and an Amendment to the Agreement with Pakpour Consulting Group, Inc. for On-Call Development Review Services
Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving agreements with 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group Inc., Swinerton Management & Consulting, and Unico Engineering Inc. for on-call construction management and inspection services. The City Council will also consider amending an agreement with Pakpour Consulting Group Inc. for on-call development review services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreements for On-Call Construction Management and Inspection Services with 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group Inc., Swinerton Management & Consulting, and Unico Engineering Inc.; and adopt the **Resolution** Approving an Amendment to the Agreement with Pakpour Consulting Group Inc. for On-Call Development Review.

FINANCIAL IMPACT:

The proposed agreements for On-Call Construction Management and Inspection Services include a not-to-exceed compensation amounts of $2,000,000 for each consulting firm. The amendment to the agreement for On-Call Development Review with Pakpour Consulting Group Inc. includes a $500,000 increase to the not-to-exceed compensation amount, bringing the total to $3,500,000. The cost of these services will be charged to the Public Works Department, based on the work done and in accordance with the adopted annual operating budget, Capital Improvement Program project budgets, or development deposit accounts funded by developers.

DESCRIPTION:

Agreements for On-Call Construction Management and Inspection Services
The Public Works Department utilizes consultants and contractors on Capital Improvement Program (CIP) projects, private development projects, and City operation and maintenance programs. Consultants are solicited through an open and competitive request for qualifications (RFQ) process. In July 2025, Staff issued an RFQ for On-Call Construction Management and Inspection Services to find consultants that have the necessary background and expertise to provide these services.

Twenty-one submissions were received in response to the RFQ. Upon review of the qualifications received, Staff determined that all 21 firms are qualified. Staff recommends entering into on-call agreements with seven firms based on the evaluation rankings and the estimated need for services during a three-year agreement term. The seven firms recommended are: 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group Inc., Swinerton Management & Consulting, and Unico Engineering Inc. The recommended firms have provided these services to Dublin in the past and have provided similar services to various municipalities around the Bay Area. Each of the proposed agreements includes a compensation limit of $2,000,000 over the three-year term, rate increase provisions tied to the consumer price index or maximum of three percent, and performance measures related to the firm's services.

Staff also recommends that the other firms that responded to the RFQ be deemed qualified and remain on the City's Managed Qualified Bid List, reserving the right to enter into an agreement with these firms at a future date. The other firms that responded to the RFQ are: Alpha CM, AZAD Engineering PC, Bureau Veritas North America Inc., CSG Consultants Inc., Dabri Inc., Dewberry Engineers Inc., E. Majalani Construction Management Inc., Haley & Aldrich Inc., Hollins Consulting Inc., mack5, Mark Thomas & Company Inc., Shiels Sowko Consultants Inc., Wilsey Ham, and Zoon Engineering.

Amendment to Agreement for Development Review – Pakpour Consulting Group
On June 15, 2021, the City Council approved an agreement with Pakpour Consulting Group Inc. (Resolution No. 72-21) for On-Call Development Review and On-Call Construction Management and Inspection Services. On December 16, 2021, the agreement was amended to expand the scope of services to add emergency operations assistance. On June 4, 2024, the City Council amended the agreement (Resolution No. 39-24) to extend the term to June 30, 2026, and increase the not-to-exceed compensation limit from $2,000,000 to $3,000,000.

If the City Council approves a new agreement with Pakpour for on-call construction management and inspection services, then Staff recommends the City Council amend the existing agreement with Pakpour to remove on-call construction management and inspection services from the scope of work. The amended agreement would then be limited to development review services and emergency operations assistance.

Staff also proposes amendments to the existing agreement to increase the not-to-exceed compensation limit and update billing rates. Staff recommends increasing the not-to-exceed

compensation limit by $500,000, for a total not-to-exceed compensation limit of $3,500,000. The increased limit is needed for current and future development review services, such as plan review, map review, permit issuance, project management, and project closeout for various development projects. The amendment also includes updating billing rates, linking future billing rate increases to the consumer price index, and including development review performance measures.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Agreements for On-Call Construction Management and Inspection Services with 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group, Inc., Swinerton Management & Consulting, and Unico Engineering Inc.
2) Exhibit A to Resolution – Consulting Services Agreements with 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group Inc., Swinerton Management & Consulting, and Unico Engineering Inc.
3) Request for Qualifications – On-Call Construction Management and Inspection Services
4) Statements of Qualifications – On-Call Construction Management and Inspection Services
5) Resolution Approving an Amendment to the Agreement with Pakpour Consulting Group Inc. for On-Call Development Review
6) Exhibit A to Resolution – Third Amendment to the Consulting Services Agreement with Pakpour Consulting Group Inc.
7) Consulting Services Agreement between the City of Dublin and Pakpour Consulting Group Inc.

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE AGREEMENTS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH 4LEAF INC., CONSOR PMCM INC., GFT INFRASTRUCTURE INC., MNS ENGINEERS INC., PAKPOUR CONSULTING GROUP INC., SWINERTON MANAGEMENT & CONSULTING, AND UNICO ENGINEERING INC.

WHEREAS, on July 2, 2025, Staff issued a Request for Qualifications (RFQ) for On-Call Construction Management and Inspection Services; and

WHEREAS, the City received twenty-one responses to the RFQ; and

WHEREAS, Staff reviewed and evaluated the statements of qualifications in accordance with the RFQ rating criteria; and

WHEREAS, the City desires to enter into agreements with 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group Inc., Swinerton Management & Consulting, and Unico Engineering Inc., each for a not-to-exceed amount of $2,000,000 over a three-year term; and

WHEREAS, the following firms which were deemed to be qualified as part of the RFQ solicitation process and will remain on the City's Managed Qualified Bid List, reserving the right to enter into an agreement with these firms at a future date: Alpha CM, AZAD Engineering PC, Bureau Veritas North America Inc., CSG Consultants Inc., Dabri Inc., Dewberry Engineers Inc., E. Majalani Construction Management Inc., Haley & Aldrich Inc., Hollins Consulting Inc., mack5, Mark Thomas & Company Inc., Shiels Sowko Consultants Inc., Wilsey Ham, and Zoon Engineering.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreements with 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group Inc., Swinerton Management & Consulting, and Unico Engineering Inc. attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Agreements, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
4LEAF, INC.
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and 4LEAF, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and

subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of

this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 called for 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 City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant

must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request

of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 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 shall 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.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Gene Barry
2126 Rheem Drive
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated

agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon

compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or

portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

4LEAF, INC.

DocuSigned by:
Gene Barry
F39C2ACA1C3D430...

Gene Barry, Vice President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct, and supervise the Project Inspector.

3. Coordinate all required testing services and review testing reports and materials testing personnel.
4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.
6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.

18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.
19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.
7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on the City of Dublin's Building and Safety Division website at: **https://ca-dublin2.civicplus.com/DocumentCenter/View/60/Special-Inspection-and-Testing-Agreement?bidId=** listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
- Village Parkway Reconstruction and Complete Streets
- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing
- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Performance Measures:

Deliverables

1. Construction documentation review
    - Provide recommendations to Public Works Director, City Engineer, or designee within ten (10) business days of receipt of requested construction documentation review.
2. Monthly Summary Report
    - As requested by the Public Works Department on specific projects, reports shall be submitted to the Public Works Department with invoices each month and must include:
        - Contract value, working days, project budget data, and estimated percentage complete of major construction tasks.
        - Updates outlining project status, schedule, submittals, and RFIs
        - Change order recommendations, meeting minutes, agendas, and Inspector daily reports
        - Pertinent photos, supporting documents, and an analysis of any potential delays and their actual relevance
        - Summary of completed activities, on-going activities, and open/unresolved items
    - The report should be suitably formatted to share with the City Manager's Office.
3. Construction Record Drawings
    - Provide marked-up as-built drawings to the Public Works Department with ten (10) business of receipt of request from Public Works Department.
4. Final Construction Project Report
    - Reports shall be submitted to the Public Works Department within twenty (20) business days of completion and must include:

All construction documents, grant records, and warranty documentation.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

	Fiscal Year
Staff Designation	**2025 – 2026**
Principal-in-Charge / Contract Manager	$221.09
Construction Manager	$197.45
Public Works Inspector (Regular Time)*	$169.77
Public Works Inspector (Night Time)*	$190.99
Public Works Inspector (Overtime 1)*	$229.19
Public Works Inspector (Overtime 2)*	$314.08
Public Works Inspector (Overtime 3)*	$398.96
Project Administrative Assistant	$95.00
Public Works Inspector Apprentice*	$98 - $150

***Staff category subject to California Prevailing Wage Rate Requirements**.

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 Client 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 February 2025.

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 Client 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 February 2025 were used to determine the range of Calendar Year 2025 hourly rates for Public Works Inspector Apprentice.

D. All invoicing will be submitted monthly.

E. Overtime and Premium time will be charged as follows:
    i. *Night Time (work begun after 4PM or before 5AM) 1.125 x hourly rate*
    ii. *Overtime 1 (over 8 hours M-F or Saturdays) 1.35 x hourly rate*
    iii. *Overtime 2 (over 8 hours Sat or 1st 8 hour Sun) 1.85 x hourly rate*
    iv. *Overtime 3 (over 8 hours Sun or Holidays) 2.35 x hourly rate*

F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.

G. Subconsultant invoices will be assessed a 10% Administrative Processing Fee.

H. Project-related mileage for inspections will be billed at the allowable IRS Rate.

I. Payment due on receipt. All payments over 30 days will be assessed as a 1.5% interest charge.

J. Client shall pay attorneys' fees or other costs incurred in collecting delinquent amounts.

K. Client agrees that 4LEAF's liability will be limited to the value of services provided.

L. In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

M. If 4LEAF is requested or otherwise required to conform to Client's alternative workweek schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW. If 4LEAF's affected employment group approves an AWW election and the same is registered, overtime compensation/reimbursement shall not be required.

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and

this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
CONSOR PMCM, INC.
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Consor PMCM, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement with the degree of care and skill according to the standards observed by a competent practitioner of the profession in which Consultant is engaged at the same time and locality of performance.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any

pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of

this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
    - Terminate this Agreement Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Consultant and its officers, directors, agents, employees, and Subconsultants to the

City and anyone claiming by, through, or under the City for any and all claims, losses, costs, or damages whatsoever arising out of the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, directors, agents, employees or Subconsultants (hereafter "the City's Claims"), will be limited to:

1. Responsibility for payment of all or the applicable portion of any deductibles, either directly to the Consultant's insurers or in settlement or satisfaction, in whole or in part, of the City's Claims, and
2. Total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of the City's Claims under the terms and conditions of Consultant's applicable insurance policies, up to the amount of insurance required under this Agreement.

If no such insurance coverage is provided with respect to the City's Claims, then the total liability, in the aggregate, of Consultant and Consultant's officers, directors, agents, employees, and Subconsultants to the City and anyone claiming by, through, or under the City, for any and all such uninsured City's Claims will not exceed Consultant's Compensation. .

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all third-party claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, but only to the extent caused by, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all third-party claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, Consultant's obligation shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all third-party liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature but only to the extent caused by, arising out of or in connection with Consultant's negligent performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the negligence or willful misconduct of City.

To the fullest extent permitted by Laws and Regulations, City and Consultant waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this

Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees,

agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract

Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, each party shall bear its own legal costs and expenses, including, without limitation, attorneys' fees, court costs, and any other costs incurred in connection with the negotiation, execution, performance, or enforcement of this Agreement.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of

Alameda or in the United States District Court for the Northern District of California.

10.3 **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 shall 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.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code

Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:
Ian Machan
344 Thomas L. Berkley Way, Suite #302C
Oakland, California 94612

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in

accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the

provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

CONSOR PMCM, INC.

DocuSigned by:
Ian Machan
B62FACF7DF80446...

Ian Machan, Executive Vice President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct, and supervise the Project Inspector.

3. Coordinate all required testing services and review testing reports and materials testing personnel.
4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.
6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.

18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.
19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.
7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on the City of Dublin's Building and Safety Division website at: **https://ca-dublin2.civicplus.com/DocumentCenter/View/60/Special-Inspection-and-Testing-Agreement?bidId=** listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
- Village Parkway Reconstruction and Complete Streets
- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing
- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Performance Measures:

Deliverables

1. Construction documentation review
    - Provide recommendations to Public Works Director, City Engineer, or designee within ten (10) business days of receipt of requested construction documentation review.
2. Monthly Summary Report
    - As requested by the Public Works Department on specific projects, reports shall be submitted to the Public Works Department with invoices each month and must include:
        - Contract value, working days, project budget data, and estimated percentage complete of major construction tasks.
        - Updates outlining project status, schedule, submittals, and RFIs
        - Change order recommendations, meeting minutes, agendas, and Inspector daily reports
        - Pertinent photos, supporting documents, and an analysis of any potential delays and their actual relevance
        - Summary of completed activities, on-going activities, and open/unresolved items
    - The report should be suitably formatted to share with the City Manager's Office.
3. Construction Record Drawings
    - Provide marked-up as-built drawings to the Public Works Department with ten (10) business of receipt of request from Public Works Department.
4. Final Construction Project Report
    - Reports shall be submitted to the Public Works Department within twenty (20) business days of completion and must include:

All construction documents, grant records, and warranty documentation.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

CONSOR PMCM INC.			
Classification	**Units**	**FY 2025-26 Regular Rate**	**Overtime Rate (>8 hours/day or 40 hours/week)**
Construction Manager/Resident Engineer	Rate/Hour	$219.78 – 296.80	$219.78 – 296.80
Assistant Resident Engineer	Rate/Hour	$196.64 – 219.78	$294.96 – 329.67
Construction Inspector	Rate/Hour	$173.50 – 196.64	$260.25 – 294.96
Office Engineer	Rate/Hour	$138.80 – 173.50	$208.20 – 260.25
Claims Support	Rate/Hour	$219.78 – 296.80	$219.78 – 296.80

NOTES:

1. Work on Saturdays, OT rate for employees only after 40 hours for the week and double time for hours worked over 12 for the day. For Sundays & Holidays, OT rate for employees only after 40 hours for the week, but double time after 8 hours for the day.

REIMBURSEMENTS: Any special requests from the Client, such as reproduction or specialty sub-consultants, will be billed directly, with supporting invoices.

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

BSK ASSOCIATES – SCHEDULE OF FEES – JULY 1, 2025 TO JUNE 30, 2026			
PROFESSIONAL STAFF			
Principal	$314.00	Seismic GIS	$243.00
Senior Professional	$276.00	GIS Specialist	$210.00
Project Professional II	$259.00	Information Specialist II	$198.00
Project Professional I	$221.00	Information Specialist I	$176.00
Staff Professional II	$193.00	CAD	$132.00
Staff Professional I	$171.00	Litigation support	1.5x standard rate
Project Administrator	$122.00	Deposition / Trial	2.0x standard rate
Administrative Assistant / Clerical	$110.00		
TECHNICAL STAFF – FIELD & LABORATORY (NON-PREVAILING WAGE)			
Non-Destructive Inspection/Testing	$182.00	***Basis of Charges for Field Technician Services***	
Special Inspector	$154.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	$149.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	$144.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	$348.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	$270.00	Night Shift (shift commencing after 2pm / before 4am	Base Rate x 12.5%
Floor Flatness Testing Technician	$232.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	$132.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	$144.00		
NORTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 – Special Inspector	$198.00	***Basis of Charges for Field Technician Services***	
Group 2 – Special Inspector	$188.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 – Engineering Technician	$167.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 – Geotechnical Professional	$204.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 – Environmental Professional	$204.00	Sundays, holidays and over 12 hours	Bill double time

Group 4 – Technician	$146.00	Night Shift (shift commencing after 2pm / before 4am)	Base Rate x 12.5%
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours
REIMBURSABLES			
Mileage – 2x4 (Portal to Portal)	IRS Rate	Parking Fees	At Cost
Mileage – 4x4 (Portal to Portal)	IRS Rate	Per Diem (as required)	GSA Rate
Bridge Toll	At Cost	Subconsultant Services	At Cost

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
GFT, INFRASTRUCTURE INC.
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and GFT, Infrastructure Inc. ("Consultant") (together sometimes referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any

pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In

the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance

Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person

authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work

and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 called for 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 City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no

authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in,

recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors

noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or

expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 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 shall 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.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:
John Collins
1000 Burnett Avenue, Suite 445
Concord, CA 94520

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the

specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the

services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director

of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

GFT, INFRASTRUCTURE INC.

Signed by:
John Collins
BB73955E14184C2...

John Collins, Vice President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct, and supervise the Project Inspector.
3. Coordinate all required testing services and review testing reports and materials testing personnel.

4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.
6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.
18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.

19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.

3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.
7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on the City of Dublin's Building and Safety Division website at: **https://ca-dublin2.civicplus.com/DocumentCenter/View/60/Special-Inspection-and-Testing-Agreement?bidId=** listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
- Village Parkway Reconstruction and Complete Streets

- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing
- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Performance Measures:

Deliverables

1. Construction documentation review
    - Provide recommendations to Public Works Director, City Engineer, or designee within ten (10) business days of receipt of requested construction documentation review.
2. Monthly Summary Report
    - As requested by the Public Works Department on specific projects, reports shall be submitted to the Public Works Department with invoices each month and must include:
        - Contract value, working days, project budget data, and estimated percentage complete of major construction tasks.
        - Updates outlining project status, schedule, submittals, and RFIs
        - Change order recommendations, meeting minutes, agendas, and Inspector daily reports
        - Pertinent photos, supporting documents, and an analysis of any potential delays and their actual relevance
        - Summary of completed activities, on-going activities, and open/unresolved items
    - The report should be suitably formatted to share with the City Manager's Office.
3. Construction Record Drawings

- Provide marked-up as-built drawings to the Public Works Department with ten (10) business of receipt of request from Public Works Department.

4. Final Construction Project Report
   - Reports shall be submitted to the Public Works Department within twenty (20) business days of completion and must include:
     - All construction documents, grant records, and warranty documentation.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

GFT - Construction Management and Inspection Rate Sheet	
CLASSIFICATION	**FY25-26 Rates**
Principal	$315 - $360
Project/Contract Manager	$255 - $300
Construction Manager	$210 - $260
Assistant CM	$200 - $230
Inspector*	$195 - $225
Senior Inspector*	$200 - $230
Office Engineer/Contract Administrator	$155 - $185
Project Controls/Scheduler	$250 - $285
Administrative Assistant	$115 - $160

* Construction Inspector Rates shown are proposed for straight-time work within the following Counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties. These rates meet or exceed the General Prevailing Wage Determination by the Director of Industrial Relations Pursuant to CA Labor Code. Overtime hourly rates will be applied and billed in accordance with the Prevailing Wage Determination.

GFT – Other Direct Costs		
Description of Items	**Unit**	**Unit Cost**
Long-Distance Travel		
1. Prevailing Wage Travel/Subsistence (if applicable, at DIR Rate)	Day	$120.00
2. Airfare	EA	Actual
3. Rental Vehicle	EA	Actual
4. Per Diem	EA	IRS Rate
5. Lodging	EA	IRS Rate
Project Local Travel		
1. Company Vehicle ($1,459.76/mo, pro-rated)	Hour	$8.42
2. Personal Vehicles (mileage, at IRS Rate)	Mile	$0.70
Document Control Software		
1. ProCore (if used)	Month	$500.00

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

BSK Associates - Schedule of Fees - July 1, 2025, to June 30, 2026			
Escalation: The prices noted below are subject to an increase of 3% annually, effective July 1 of each year following the initiation of a services agreement. Prevailing wage rate increase would be proportionate to the DIR prescribed increases per determination schedule NC-63-3-9-2025-2.			
PROFESSIONAL STAFF			
Principal	$ 314.00	Seismic GIS	$ 243.00
Senior Professional / Senior Associate	$ 276.00	GIS Specialist	$ 210.00
Project Professional II / Associate II	$ 259.00	Information Specialist II	$ 198.00
Project Professional I / Associate I	$ 221.00	Information Specialist I	$ 176.00
Staff Professional III	$193.00	CAD	$ 132.00
Staff Professional II	$ 171.00	Litigation support	1.5x standard rate
Staff Professional I	$ 155.00	Deposition / Trial	2.0x standard rate
Project Administrator / Project Controls Specialist	$ 122.00		
Administrative Assistant / Dispatcher	$ 110.00		
TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)			
Non-Destructive Inspection/Testing	$ 175.00	**BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES**	
Special Inspector	$ 158.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	$ 144.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	$ 139.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	$ 348.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	$ 270.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Floor Flatness Testing Technician	$ 232.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	$ 132.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	$ 128.00		
NORTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 - Special Inspector	$ 205.00	**BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES**	

Group 2 - Special Inspector	$ 200.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 - Engineering Technician	$ 175.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 - Geotechnical Professional	$ 215.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Environmental Professional	$ 215.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 - Technician	$ 155.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours
SOUTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 - Geotechnical Professional	$ 225.00	**BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES**	
Group 1 - Environmental Professional	$ 225.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 1 - Technician	$ 205.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 2 - Special Inspector	$ 210.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	$ 215.00	Sundays, holidays and over 12 hours	Bill double time
		Premium Shift (Weekday work before 6am / after 5pm)	Bill time and a half
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES			
Project Administration Fees	7% of Invoice	DIR Administration Fees	3% of Invoice
Mileage - 2x4 (Portal to Portal)	$ 1.00	Certified Payroll / DIR Upload (Monthly)	$300.00
Mileage - 4x4 (Portal to Portal)	$ 2.00	Non-Performance Certified Payroll / DIR Upload (Monthly)	$100.00
Bridge Toll	Cost + 15%	Subcontractor Management / Compliance Forms (Monthly)	$100.00
Parking Fees	Cost + 15%	Additional LCP Tracker or Other Compliance Software (Monthly)	$200.00
Per Diem (as required)	Quote / $250 min.	Additional Special Forms, as required (Monthly)	$150.00
Subconsultant Services	Cost + 15%	Project Setup (Project)	$550.00

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
MNS ENGINEERS, INC.
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and MNS Engineers, Inc. (MNS) ("Consultant") (together sometimes referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result,

Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF

THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount

not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 (except Professional Liability) shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City except for cancellation for non-payment of premium whereby a 10-day notice shall apply.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant agrees to, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, to the extent arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant agrees to defend to the extent, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or

omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonably attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature to the extent arising out of or in connection with Consultant's performance of the services called for 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 City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the

same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or

belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** Except for Consultant's pre-existing intellectual property all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to

the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 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 shall 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.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Greg Chelini
201 N. Calle Cesar Chavez, Ste. 300
Santa Barbara, CA 93105

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual

signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and

subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the

performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

MNS ENGINEERS, INC.

Signed by:
Greg Chelini
E28193138E8E4E5...

Greg Chelini, Vice President

Consultant's DIR Registration Number
(if applicable)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct, and supervise the Project Inspector.
3. Coordinate all required testing services and review testing reports and materials testing personnel.
4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.

6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.
18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.
19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.
7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on

the City of Dublin's Building and Safety Division website at: https://ca-dublin2.civicplus.com/DocumentCenter/View/60/Special-Inspection-and-Testing-Agreement?bidId= listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
- Village Parkway Reconstruction and Complete Streets
- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing
- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Performance Measures:

Deliverables

1. Construction documentation review
    - Provide recommendations to Public Works Director, City Engineer, or designee within ten (10) business days of receipt of requested construction documentation review.
2. Monthly Summary Report
    - As requested by the Public Works Department on specific projects, reports shall be submitted to the Public Works Department with invoices each month and must include:
        - Contract value, working days, project budget data, and estimated percentage complete of major construction tasks.
        - Updates outlining project status, schedule, submittals, and RFIs
        - Change order recommendations, meeting minutes, agendas, and Inspector daily reports
        - Pertinent photos, supporting documents, and an analysis of any potential delays and their actual relevance
        - Summary of completed activities, on-going activities, and open/unresolved items
    - The report should be suitably formatted to share with the City Manager's Office.
3. Construction Record Drawings
    - Provide marked-up as-built drawings to the Public Works Department with ten (10) business of receipt of request from Public Works Department.
4. Final Construction Project Report
    - Reports shall be submitted to the Public Works Department within twenty (20) business days of completion and must include:
        - All construction documents, grant records, and warranty documentation.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

PROJECT/PROGRAM MANAGEMENT	FY25-26 RATES
Principal-In-Charge	$375
Senior Project/Program Manager	$340
Project/Program Manager	$290

CONSTRUCTION MANAGEMENT	FY25-26 RATES
Principal Construction Manager	$355
Senior Construction Manager	$305
Senior Resident Engineer	$295
Resident Engineer	$275
Structure Representative	$285
Construction Manager	$245
Assistant Resident Engineer	$225
Senior Construction Inspector	$210
Construction Inspector (PW)	$195
Office Administrator	$155

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate. Special Shift will be charged at regular rate plus $10/hour.

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
PAKPOUR CONSULTING GROUP
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Pakpour Consulting Group (PCG) ("Consultant") (together sometimes referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving written notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and

subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of

this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy. Except Professional Liability.

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 called for 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 City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the

City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of

the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any applicable copyright, patent or trademark law. Consultant's intentional failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the reasonable cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request

of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 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 shall 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.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Joubin Pakpour
6601 Owens Drive, Suite 230
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated

agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any

one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the

prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

PAKPOUR CONSULTING GROUP

DocuSigned by:
Joubin Pakpour
FD1650F8C0904EA...

Joubin Pakpour, President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct, and supervise the Project Inspector.
3. Coordinate all required testing services and review testing reports and materials testing personnel.

4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.
6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.
18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.

19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.

3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.
7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on the City of Dublin's Building and Safety Division website at: **https://www.dublin.ca.gov/documentcenter/view/60**) and be listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
- Village Parkway Reconstruction and Complete Streets

- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing
- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Performance Measures:

Deliverables

1. Construction documentation review
    - Provide recommendations to Public Works Director, City Engineer, or designee within ten (10) business days of receipt of requested construction documentation review.
2. Monthly Summary Report
    - As requested by the Public Works Department on specific projects, reports shall be submitted to the Public Works Department with invoices each month and must include:
        - Contract value, working days, project budget data, and estimated percentage complete of major construction tasks.
        - Updates outlining project status, schedule, submittals, and RFIs
        - Change order recommendations, meeting minutes, agendas, and Inspector daily reports
        - Pertinent photos, supporting documents, and an analysis of any potential delays and their actual relevance
        - Summary of completed activities, on-going activities, and open/unresolved items
    - The report should be suitably formatted to share with the City Manager's Office.
3. Construction Record Drawings

- Provide marked-up as-built drawings to the Public Works Department with ten (10) business of receipt of request from Public Works Department.

4. Final Construction Project Report
   - Reports shall be submitted to the Public Works Department within twenty (20) business days of completion and must include:
     - All construction documents, grant records, and warranty documentation.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Billing Rates: Fiscal Year 2025-2026	
Position	Hourly Rate
Principal Engineer	$280
Senior Engineer	$248
Senior Designer	$237
Associate Engineer	$220
Associate Designer	$210
Project Engineer	$199
Project Designer	$189
Assistant Engineer	$173
Assistant Designer	$162
Engineering Technician	$134
Administrative Assistant	$87
Public Works Inspector*	$194

**Subject to Prevailing Wage*

A 10% markup will be added to subconsultants. A 1.3 multiplier will be applied to the hourly rate of inspectors working more than 8 hours per day and/or 40 hours per week. The above fee schedule is inclusive of direct expenses.

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
SWINERTON MANAGEMENT & CONSULTING
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Swinerton Management & Consulting ("Consultant") (together sometimes referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

1.6 Public Works Contractor Registration. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and

subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of

this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 called for 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 City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant

must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 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 shall 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.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Jeffrey S. Gee
260 Townsend Street
San Francisco, CA 94107

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the

general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

SWINERTON MANAGEMENT & CONSULTING

DocuSigned by:
Jeffrey Gee
FEA228FB505742B...

Jeffrey Gee, Vice President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct, and supervise the Project Inspector.

3. Coordinate all required testing services and review testing reports and materials testing personnel.
4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.
6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.

18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.
19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.
7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on the City of Dublin's Building and Safety Division website at: **https://ca-dublin2.civicplus.com/DocumentCenter/View/60/Special-Inspection-and-Testing-Agreement?bidId=** listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
- Village Parkway Reconstruction and Complete Streets
- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing
- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Performance Measures:

Deliverables

1. Construction documentation review
    - Provide recommendations to Public Works Director, City Engineer, or designee within ten (10) business days of receipt of requested construction documentation review.
2. Monthly Summary Report
    - As requested by the Public Works Department on specific projects, reports shall be submitted to the Public Works Department with invoices each month and must include:
        - Contract value, working days, project budget data, and estimated percentage complete of major construction tasks.
        - Updates outlining project status, schedule, submittals, and RFIs
        - Change order recommendations, meeting minutes, agendas, and Inspector daily reports

        - Pertinent photos, supporting documents, and an analysis of any potential delays and their actual relevance
        - Summary of completed activities, on-going activities, and open/unresolved items
    - The report should be suitably formatted to share with the City Manager's Office.
3. Construction Record Drawings
    - Provide marked-up as-built drawings to the Public Works Department with ten (10) business of receipt of request from Public Works Department.
4. Final Construction Project Report
    - Reports shall be submitted to the Public Works Department within twenty (20) business days of completion and must include:
        - All construction documents, grant records, and warranty documentation.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Position	FY25-26 Rates
Administrative Manager	$114 - $166
Project Executive	$207 - $344
Program Manager	$207 - $344
Sr. Project Manager	$181 - $303
Project Manager	$171 - $256
Asst. Project Manager	$148 - $222
Sr. Construction Manager	$181 - $303
Construction Manager	$171 - $256
Asst. Construction Manager	$148 - $222
Sr. Construction Inspector	$171 - $256
Construction Inspector	$139 - $232
Sr. Project Engineer	$126 - $188
Project Engineer	$99 - $147
Sr. Financial Controls Manager	$165 - $247
Financial Controls Manager	$144 - $168
Sr. Project Field Administrator	$114 - $168
Project Field Administrator	$99 - $147
Corporate Manager of Project Controls	$424
Scheduler/Claims Principal	$281
Sr. Scheduling/Claims Associate	$238
Scheduling/Claims Associate	$188
Scheduling/Cost Analyst	$182
Scheduler	$145
Intern Scheduler	$103
Chief Estimator	$232
Sr. Cost Estimator	$221
Cost Estimator	$191
Intern	$93

Swinerton's Standard Hourly Rates are all-inclusive of overhead, laptop computers, cell phones, travel within the greater Northern California Area, office supplies, etc. Expenses that are not included in our hourly rates would be costs of any specialized software licenses/computer programs required by our Clients. Additional reimbursable items, if any, would be invoiced at cost to the Client.

With the exception of our administrative support staff, all of our positions are exempt. This means that there are no overtime or holiday rates. In addition, there are no

premium costs for managing work during weekends or holidays, and as a consultant, there are no overtime premiums.

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
UNICO ENGINEERING, INC.
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and UNICO Engineering, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

1.6 Public Works Contractor Registration. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and

subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of

this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 called for 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 City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant

must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request

of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 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 shall 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.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Cesar Montes de Oca
1485 Civic Court, Suite 1500
Concord, CA 94520

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A represents the entire and integrated

agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any

one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the

prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

UNICO ENGINEERING, INC.

DocuSigned by:

B573C1FE8BED406...

Cesar Montes de Oca, President

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction:

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
2. Schedule, direct, and supervise the Project Inspector.
3. Coordinate all required testing services and review testing reports and materials testing personnel.

4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.
6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.
18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.

19. Identify potential claims and make recommendations to resolve them.
20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.

3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.
7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on the City of Dublin's Building and Safety Division website at: **https://ca-dublin2.civicplus.com/DocumentCenter/View/60/Special-Inspection-and-Testing-Agreement?bidId=** listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
- Village Parkway Reconstruction and Complete Streets

- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing
- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Performance Measures:

Deliverables

1. Construction documentation review
    - Provide recommendations to Public Works Director, City Engineer, or designee within ten (10) business days of receipt of requested construction documentation review.
2. Monthly Summary Report
    - As requested by the Public Works Department on specific projects, reports shall be submitted to the Public Works Department with invoices each month and must include:
        - Contract value, working days, project budget data, and estimated percentage complete of major construction tasks.
        - Updates outlining project status, schedule, submittals, and RFIs
        - Change order recommendations, meeting minutes, agendas, and Inspector daily reports
        - Pertinent photos, supporting documents, and an analysis of any potential delays and their actual relevance
        - Summary of completed activities, on-going activities, and open/unresolved items
    - The report should be suitably formatted to share with the City Manager's Office.
3. Construction Record Drawings

- Provide marked-up as-built drawings to the Public Works Department with ten (10) business of receipt of request from Public Works Department.

4. Final Construction Project Report
   - Reports shall be submitted to the Public Works Department within twenty (20) business days of completion and must include:
     - All construction documents, grant records, and warranty documentation.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Classification	Direct Labor Rates	Fully Loaded Rates FY25-26
Principal in Charge	$95.00 - $115.00	$261.20 - $316.19
Senior Resident Engineer	$80.00 - $110.00	$219.96 - $302.44
Resident Engineer	$60.00 - $95.00	$164.97 - $261.20
Structures Representative	$80.00 - $100.00	$219.96 - $274.95
Program Manager	$70.00 - $110.00	$192.46 - $302.44
Senior Construction Manager	$75.00 - $105.00	$206.21 - $288.69
Construction Manager	$65.00 - $92.50	$178.71 - $254.32
Assistant Resident Engineer	$40.00 - $80.00	$109.98 - $219.96
Assistant Construction Manager	$35.00 - $75.00	$96.23 - $206.21
Office Engineering/Document Control	$30.00 - $65.00	$82.48 - $178.71
Construction Inspector (Group 1 Prevailing)	$70.00 - $95.00	$192.46 - $261.20
Construction Inspector (Group 1 Non-Prevailing)	$70.00 - $95.00	$192.46 - $261.20
Construction Inspector (Group 2 Prevailing)	$65.00 - $90.00	$178.71 - $247.45
Construction Inspector (Group 2 Non-Prevailing)	$65.00 - $90.00	$178.71 - $247.45
Clerical	$20.00 - $50.00	$54.99 - $137.47
Principal Land Surveyor	$90.00 - $110.00	$247.45 - $302.44
Survey Manager	$80.00 - $100.00	$219.96 - $274.95
Senior Land Surveyor	$65.00 - $85.00	$178.71 - $233.70
Staff Land Surveyor	$40.00 - $70.00	$109.98 - $192.46
Party Chief (Prevailing Wage)	$77.00 - $97.00	$211.71 - $266.70
Party Chief (Non-Prevailing Wage)	$40.00 - $60.00	$109.98 - $164.97
Chainman/Rodman (Prevailing Wage)	$70.00 - $90.00	$192.46 - $247.45

Chainman/Rodman (Non-Prevailing Wage)	$30.00 - $50.00	$82.48 - $137.47
Draftsman/Survey Technician	$30.00 - $50.00	$82.48 - $137.47
Drone Pilot/Technician	$55.00 - $75.00	$151.22 - $206.21

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates.
- Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproduction, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 3% escalation, however, increases in DIR rate determinations will be charged accordingly.
- Over me rate will be billed at 1.5 times the hourly rate for non-exempt employees.

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

City of Dublin

Statement of Qualifications (SOQ) must be received by: Friday, July 25, 2025, at 4:00 p.m.

Julius Pickney, Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568

Statement of Qualifications will be evaluated on the following: a) responsiveness to the Request for Qualification questions, b) experience of the firm, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.

DUBLIN

Request for Qualifications
For
Construction Management and Inspection Services

Overview

The Public Works Department is seeking construction management and inspection services, including necessary materials and testing services, for capital improvement projects, development and permits, as described in the next section below.

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Construction Management Team will provide professional and technical services to manage the construction and inspection for the assigned project under the supervision of the City of Dublin. The Consultant selected shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction*:*

The Construction Manager will assist City Staff in the following:

1. Perform a review (constructability and biddability) of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the City and design consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow Staff to gain City Council approval of award.
4. Maintain an electronic project management filing system and potentially on the City's network using the Microsoft Office Suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comments on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.

2. Schedule, direct, and supervise the Project Inspector.
3. Coordinate all required testing services and review testing reports and materials testing personnel.
4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.
5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract, including the Community Workforce Agreement.
6. Provide a daily log of events and activities, so as to secure the City's interests and monitor work accomplished in accordance with the contract.
7. Review, track, and assist in the preparation of responses to Contractor RFIs.
8. Review, track, and assist in the review of Contractor submittals, including obtaining Building Permits as necessary.
9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.
10. Provide a monthly update outlining project status, schedule, submittals, RFIs, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
11. Issue Weekly Statement of Days Charged.
12. Review and furnish contract correspondence, minutes of meetings, and directives to be issued to secure the interests of the City.
13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.
15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.
16. Assist the Design Consultant's Team to ensure compliance with the project's various environmental requirements and permits.
17. Assist with providing any information to the City Departments as required, including any requested tours of the construction site.
18. Monitor contractor's construction activities to ensure the General Contractor provides proper planning and coordination of work crews and of subcontractors for the execution of the project work.
19. Identify potential claims and make recommendations to resolve them.

20. Upon completion of the project work, provide a punch list review, and recommendation of Project Acceptance.
21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.
22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project, as necessary.
3. Provide inspector's daily report of events, labor, equipment, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.
5. Collect material tags and verify materials on site meet project specifications and project submittals.
6. Maintain a redline set of as-built plans and specifications.
7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.
9. Track and document Time and Materials work issued to the Contractor.
10. Work with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin in electronic format and/or hard copy, as requested.
6. Provide any necessary documentation to meet the requirements of grant funding.

7. As necessary, assist the City with any warranty items or a warranty inspection in order to release the warranty bond.

Special Inspection and Materials Testing

The Special Inspection firm shall be on the City of Dublin's Building and Safety Division's "Recognized Special Inspection & Testing Agency" (see "Special Inspection and Testing Agreement" form, which is available on the City of Dublin's Building and Safety Division website at: **https://dublin.ca.gov/152/Handouts**) listed in all categories or be able to be added to the list prior to execution of the Agreement.

- Laboratory shall be certified by the State of California to provide material testing for Federal Aid Projects.
- Field and Laboratory Compaction Testing using Caltrans and ASTM methods.
- Plant inspection.
- Special Inspection (Concrete Placement, ACI or ICC, Electrical, Mechanical, Welding, Rebar, Conduit, Cables, etc.).
- Public Works Inspection, as needed.
- Firms will be required to sign and comply with the requirements of the City of Dublin Building and Safety Division's "Special Inspection and Testing Agreement" for projects or project components issued a Building Permit.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029 Update that the City anticipates proceeding with construction during the duration of the agreement.

- Resiliency and Disaster Preparedness/Storm Damage Repair Projects, including slide repairs, creek bank reconstruction, trash rack repair, creek channel debris removal, etc.
- Iron Horse Nature Park and Open Space, future phases
- Green Stormwater Infrastructure, including Trash Capture Devices Installation
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- Citywide Energy Improvements, including Civic Center solar PV canopies, battery energy storage system, generator replacement, etc.
- Electric Vehicle Charging Stations
- Facilities Parking Lot Resurfacing
- Annual Street Resurfacing, including slurry seals, cape seals, overlays, etc.
- Citywide Bicycle and Pedestrian Improvements, including Safe Routes to School
- Kolb Park Renovation
- Restrooms Replacement
- Sports Courts Resurfacing

- Citywide Signal Communications Upgrade
- Street Light Pole Painting
- Other projects listed in the 2024-2029 CIP Update and subsequently adopted Five-Year CIPs through the duration of the agreement.

Additionally, the selected firm will be available on an on-call basis for the following services:

- Biddability and constructability reviews for various capital improvements projects
- As-needed inspection services for various Public Works permits, such as encroachment permits, grading permits, and development inspection

Considerations:

Consultants are advised that this agreement is considered "public work" for purposes of the California Labor Code, which requires payment of prevailing wages. The Agency has obtained from the Director of Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at the Owner's office at 100 Civic Plaza, Dublin, CA 94568 or online at http://www.dir.ca.gov/OPRL/PWD/index.htm and they will be made available to any interested party upon request. The Consultant with whom an Agreement is entered must pay the prevailing rates, post copies thereof at the job site, provide copies of certified payrolls upon request, and otherwise comply with the applicable provisions of State law. The Consultant is subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations.

The Consultant or Subcontractor(s) shall not be qualified to submit a response to this RFQ, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered consultant to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the consultant is registered to perform Public Work pursuant to Section 1725.5 at the time the contract is awarded.

Process and General Conditions

1. Proposers shall submit one electronic copy to:

   Julius Pickney
   Management Analyst II
   100 Civic Plaza
   Dublin, CA 94568
   julius.pickney@dublin.ca.gov

Electronic copies shall be submitted by e-mailed PDF or an e-mailed link to a ShareFile or FTP site. Hardcopies will not be accepted.

2. Deadline for submitting the Statement of Qualification is **Friday, July 25**, at 4:00 p.m. via e-mail only to Julius Pickney at julius.pickney@dublin.ca.gov. Late submissions will not be accepted.

3. The City will not pay for any costs incurred in preparation and submission of the qualifications or in anticipation of a contract.

Schedule for RFQ Process

Wednesday, July 2	Request for Qualifications mailed to consultants.
Friday, July 15	Deadline to submit questions to City of Dublin by 4:00 p.m. via e-mail ONLY to Julius Pickney at julius.pickney@dublin.ca.gov.
Friday, July 18	Addendum posted, if required
Friday, July 25	SOQs are due no later than 4:00 PM on July 25 to Julius Pickney at julius.pickney@dublin.ca.gov ONLY. **Late submittals will not be accepted.**
Week of August 4	Interview firms (optional)
Tuesday, August 19	Consulting Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFQ Submittal Requirements

Please prepare and organize your Statement of Qualification based on the requirements provided below. Any other information you would like to include should be placed in a separate section at the back of your Statement of Qualification. Please note however that the RFQ submittal is limited to **10 pages maximum** single sided (excluding resumes) and should be submitted on 8 ½ x 11 paper, in 12-point font. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Interested companies are requested to submit one electronic copy of their SOQs as follows:

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide consulting services for a preliminary engineering study. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within document and not as a separate page.

2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the services outlined in this request for qualification. Please include a brief description of the work performed and the role your firm performed.

4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project in time and budget.

5. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating the clear understanding of the requested work.

6. Provide a project schedule.

7. Present proposed project budget, to include a compensation rate schedule for services.

8. Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the SOQ.

Please provide copies of your Qualification to City offices **no later than Friday, July 25, 2025, by 4:00 p.m.** The entire SOQ (excluding resumes) should be a **maximum** of 10 pages.

City of Dublin, Public Works Department
Attention: Julius Pickney, Management Analyst II
City of Dublin
100 Civic Plaza
Dublin, California 94568
julius.pickney@dublin.ca.gov

SOQs received after the due date/time will NOT be accepted and will not be accepted for consideration.

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin **August 19, 2025**.

A sample of the City's Standard Consulting Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating qualifications. Otherwise, the interested firm is to state in the SOQ that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted SOQ.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at http://www.fppc.ca.gov/Form700.html.

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

Governing Law

This RFQ summarizes the applicable laws and governance; when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

Insurance Requirements

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements:

General Liability Insurance	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$2,000,000
Workers' Compensation Insurance	$1,000,000

References

Contractor must include three (3) references for which the company has provided services similar to those described in this RFQ. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract.

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate qualifications provided in response to this RFQ. The subcommittee will use a forced ranking process (please see Attachment B, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff and may include more than one firm that has submitted an SOQ.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFQ. The City reserves the right to reject any and all qualifications prior to execution of the Agreement, with no penalty to the City.

Selection of Consultant

Submitted SOQs will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the qualification.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.

Attachment A

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
[NAME OF PROFESSIONAL CONSULTANT]
FOR
[NAME OF PROJECT]

[Removed for purposes of the October 7, 2025 Regular City Council Meeting]

Attachment B

City of Dublin
Forced Ranking Rating Sheet

Instructions: After each review, write the name of the candidates in the boxes in ranked order of 1 through 5, with the number 1 candidate in the left column being the most qualified candidate. For example, candidate Smith's name would be in the Rank 1 box after the first review, since that firm would be the only candidate so far. After candidate Jones is reviewed in the second review, then decide which of the two candidates – Smith or Jones – should be ranked #1 and #2. As reviews continue, re-rank the applicants as appropriate.

	RANK 1									
FIRM 1		RANK 2								
FIRM 2			RANK 3							
FIRM 3				RANK 4						
FIRM 4					RANK 5					
FIRM 5						RANK 6				
FIRM 6							RANK 7			
FIRM 7								RANK 8		
FIRM 8									RANK 9	
FIRM 9										RANK 10
FIRM 10										

CATEGORY: _____

RATER SIGNATURE: _____ **DATE:** _____

Statement of Qualifications To Provide Construction Management and Inspection Services For The City of Dublin Public Works Department





DUBLIN
CALIFORNIA





Submitted by:

Submittal Date: July 25, 2025

4LEAF, Inc.

CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

City of Dublin
Public Works Department
100 Civic Plaza
Dublin, CA 94568

July 25, 2025

Attn: Julius Pickney, Management Analyst II

Subject: Statement of Qualification to Provide Construction Management and Inspection Services for the City of Dublin.

Dear Mr. Pickney,

4LEAF, Inc. ("4LEAF") is excited to have the opportunity to submit our Statement of Qualification (SOQ) to provide Construction Management (CM) and Inspection Services for the City of Dublin ("City") Public Works Department. 4LEAF was previously selected by the City to provide on-call CM and Inspection services for the contract period of July 1, 2021, to June 30, 2025, and 4LEAF has been providing Building Department and Plan Review services for the City since 2001.

4LEAF has more than 24 years of experience providing CM and Inspection services for many municipal Public Works and Engineering Departments. 4LEAF provides these services for numerous on-call contracts with multiple 4LEAF staff working on either the same or separate projects. 4LEAF's philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate consulting services. We have provided CM and Inspection services for Capital Improvement Program (CIP) projects for numerous municipal agencies, including the California Department of Parks and Recreation ("DPR") since 2003; the cities of Pleasanton, Walnut Creek, Mill Valley, Tracy, Daly City, Pacifica, San Mateo, San Bruno, Cupertino, Union City, Redwood City, and Menlo Park; the counties of San Mateo and San Benito; and the Mid-Peninsula Water District and the Alameda County Water District. 4LEAF has experience providing CM and inspections on the same types of potential projects listed in the City's Adopted Five-Year CIP 2024 – 2029 Update and listed in the City's Request for Qualifications (RFQ).

4LEAF appreciates this opportunity to present our SOQ package. 4LEAF has reviewed and takes no exceptions to the City's Standard Consulting Agreement and can meet the insurance requirements. This letter has been signed by Gene Barry, P.E., who is a Corporate Officer and Vice President of 4LEAF. Gene is authorized to contractually bind 4LEAF and negotiate a contract with the City. If you have any questions, please do not hesitate to contact Gene Barry at (925) 462-5959 or by email at gbarry@4leafinc.com.

Respectfully submitted,
4LEAF, Inc.

Gene Barry, P.E.
Vice President

Statement of Qualifications to Provide

Construction Management and Inspection Services

On Behalf of the:

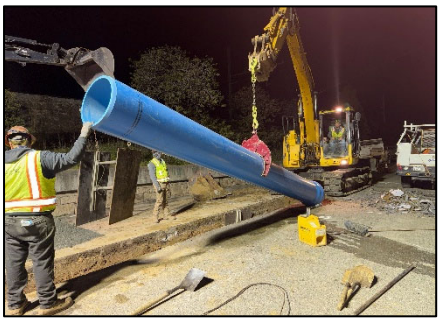
City of Dublin Public Works Department

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Section 1	**Firm Qualifications and Experience**
Section 2	**References**
Section 3	**Key Staff Members**
Section 4	**Understanding and Approach**
Section 5	**Proposed Project Budget**
Appendix A	**Resumes**

SECTION 1: FIRM QUALIFICATIONS AND EXPERIENCE

FIRM QUALIFICATIONS AND CAPABILITIES



4LEAF was established in 1999 and incorporated in 2001 by experienced engineers and seasoned managers with a focus on providing *CM, Plan Review, Inspection*, *Building Department, and Code Enforcement, Planning, and Fire Recovery* Services to public agencies, government, and private clients, with the goal of setting the industry standard for excellent customer service. 4LEAF maintains a ***large database of experienced staff with varied qualifications.*** Our staff vary from current full-time staff, idle staff (temporarily between assignments), and pre-qualified staff which include engineers, construction managers, and inspectors who are available subject to client demands.

The following are some of the CM and inspection services 4LEAF provides:

- Perform Biddability / Constructability Reviews
- Coordinate and Chair Pre-Con and Weekly Meetings
- Review Baseline Schedules
- Perform Schedule Management
- Prepare Progress Status Reports
- Review Contract, Environmental and Permit Documents, & Laws and Regulations
- Perform On-Site Administration
- Project & Program Management, Contract Administration
- Review Submittals & Request for Information (RFIs)
- Review Progress Payments and Pay Applications
- Cursory Reviews of Contractor's Certified Payroll
- Track Bid Item Quantities
- Review & Process Contract Change Order Requests (CCORs)
- Perform Construction Inspections
- Maintain Detailed Written and Photographic Records of Site Activities
- Monitor & Document Contractor's Compliance with Project Contract, Permits, Health & Safety Plan
- Ensure Compliance with Environmental Regulations [Stormwater Pollution Prevention Plan (SWPPP), Erosion Control Plan (ECP), Best Management Practices (BMPs), etc.]
- Verify Contractor's Compliance with the Approved Traffic Control Plans
- Provide On-Site Coordination with Utilities
- Coordinate Special Inspections and Material Testing
- Maintain Complete and Accurate Project Files in Accordance with State, Local and Federal Funding, Including Caltrans Local Assistance Procedures Manaual (LAPM), When Required
- Provide Americans With Disabilities Act (ADA) / Building-Code Compliance
- Maintain Construction Red-Lined Copies of Drawings
- Track Equipment & Manpower
- Coordinate and Perform Commissioning Services
- Prepare Final Punch List
- Compile Project Closeout Documentation
- Review, Evaluate and Recommend Change Order Course of Action
- Coordinate with Various Project Stakeholders

4LEAF can provide CM and / or inspection services for the following types of projects:

- Water / Wastewater Treatment Facilities
- Pump Stations
- Creek & Channel Diversions
- Levees
- Culverts
- SS, Stormwater, and Water Conveyance Systems
- Environmental Remediation
- Roadways & Streetscapes
- Transportation Projects
- Bridges
- Traffic Signals / Streetlighting
- Bicycle & Pedestrian Facilities, Including Dedicated Bike Paths
- Trash Capture Systems
- Sidewalk, Curb and Gutter
- Retaining Walls
- Grading & Earthwork
- Park and Recreation Facilities
- Government / Municipal Facilities
- Biologically and Culturally Sensitive Areas
- Green Infrastructure (e.g., bioretention, bioswales, permeable paving)

ENGAGEMENTS OF SIMILAR SCOPE AND COMPLEXITY

The following are select representative projects that we have provided CM and inspection services for On-Call and / or specific Capital Improvement Program (CIP) projects. These projects are similar in size and scope to the list of potential projects in the City's Adopted Five-Year CIP 2024-2029 Update, as presented in the RFQ.

Daly City: Mussel Rock Gabion Wall and Stormwater Maintenance Project. 4LEAF performed CM and Inspection services for this project that consisted of removing and replacing the existing gabion wall, performing earthwork and grading; relocating and covering existing landfill refuse on site; cleaning out the existing silting basin and replacing the drainage standpipe and downgrading effluent piping; replacing and re-routing the storm drain system from the upper landfill, installing high-density polyethylene (HDPE) pipe and connections, removing existing manholes/catch basins and installing new manholes / catch basins; resetting and replacing half-round corrugated metal pipe (CMP); cleaning existing CMP drainage channels and clearing 3-feet of vegetation on either side of the channels; performing emergency landslide repairs and removing debris along the toe and face of the exposed slopes; and site stabilization. The project was performed in accordance with permits issued by the Bay Conservation and Development Commission (BCDC) and the San Francisco Bay Area Regional Water Quality Control Board (RWQCB).

County of San Mateo DPW and Parks and Recreation Dept.: Tunitas Creek Beach Landslide Repair and Improvements Project. 4LEAF and our team firms performed CM, Inspection, Special Inspection and Material Testing, and Labor Compliance Monitoring Services. Construction included clearing and grubbing dense vegetation; performing slope stabilization, drainage system piping, landslide repairs, and mass / fine earthwork grading in the areas between Highway 1 and the beach located nearly 100 feet below. The project included building a new 2,000+ lineal foot long pedestrian trail constructed with 100+ soldier piles, retaining walls, wood decking and steps, metal handrails, lighting, and a GraniteCrete surface; constructing an amphitheater and reclaimed timber benches; installing a new park ranger shed and public restrooms; constructing a new vehicle access road from the parking lot to the beach area; constructing a new off ramp from Highway 1 and new parking lot equipped with EV charging stations; installing bioretention areas; and installing new storm drain piping and inlets and new erosion control systems. The project required a Caltrans encroachment permit and extensive coordination with Caltrans, PG&E, AT&T, and Comcast.

County of San Mateo DPW: Higgens Canyon Bridge at Mills Creek Embankment and Wingwall Repairs Project. 4LEAF provided part-time CM and full-time Construction Inspection services for this project

that consisted of repairing the failing embankment and exposed wingwall of the bridge. The work performed consisted of constructing a soldier pile concrete lagging retaining wall with ground anchors, installing a wingwall underpinning system, removing an existing sacked concrete weir in the creek channel, installing and compacting backfill, and constructing drainage improvements, including a concrete gutter with drop inlet and down drain. Work also included installing a rock slope protection revetment with soil and plantings and erosion control / slope protection. The project was covered under the County's Routine Maintenance Program, which includes permit coverage from many regulatory agencies and required compliance with the Mitigation Monitoring and Report Plan. Mills Creek is a perennial stream, and the County's project team performed preconstruction surveys for numerous sensitive / protected species and fish relocation.

City of San Mateo: North Shoreview Flood Improvement Project. 4LEAF and our team firms provided CM, Construction Inspection, Biological Survey and Monitoring, Cultural Resource Monitoring, and Special Inspection and Material Testing services. Due to construction within the Bay and forebay, various agency permits including the Bay Conservation and Development Commission (BCDC), a California Department of Fish & Wildlife (CDFW) Lake and Streambed Alteration Agreement, the California Regional Water Quality Control Board (RWQCB), and the United States Army Corps of Engineers (USACE) were obtained. Upon completion of the project, more than 2,000 homeowners in surrounding neighborhoods will apply for a Federal Emergency Management Agency (FEMA) flood insurance exemption. Final site mitigation included a riparian mitigation area along the altered streambed.

City of Mill Valley: Miller Avenue Streetscape and Underground Utilities Improvement Project. 4LEAF provided CM and Inspection services. This multiple award-winning CIP project has dramatically improved multi-modal movements for pedestrians, bicyclists, and motor vehicles. It installed new underground utilities; rehabilitated asphalt pavement; and replaced sidewalks, utility boxes, streetlights, and landscaping to beautify more than two miles of Miller Avenue. Project components included: 6-inch and 12-inch welded steel waterlines and 4-inch laterals; Full-Depth Reclamation (FDR) Asphalt Paving Method; Cold-in-Place (CIR) Asphalt Paving Method; Pipe bursting Sanitary Sewer Installation; Cured-in-Place Pipe Sanitary Sewer Installation.

City of Menlo Park: 2023 Streets Resurfacing Project. 4LEAF provided Construction Inspection services for twelve (12) primary locations and four (4) bid alternate locations throughout the City of Menlo Park. The project's scope of work included installing new sidewalks, curb and gutters, valley gutters, ADA curb ramps, and speed humps; and performing grinding, asphalt dig outs, AC overlays with hot mix asphalt, tree root repairs, utility cover adjustments, and traffic striping.

City of Cupertino: Orange Ave. Sidewalk Improvement Project. 4LEAF and our team firm provided CM, Inspection, and Materials Testing and Special Inspection services. The project included site demolition and tree removals; relocating various utilities (communication lines and utility boxes, water service laterals and valve boxes, fire hydrants); installing sidewalks, curbs, gutters, driveway aprons, planting strips, storm drainage system modifications, landscape restoration (fencing, decorative pavers, irrigation piping, vegetation, etc.); restoring property owner fences; performing AC grinding, paving, and slurry seal; and installing traffic striping. The Project required extensive coordination and outreach with the property owners during construction.

City of Cupertino: All-Inclusive Playground at Jollyman Park Project. 4LEAF provided CM and Inspection services for the project that replaced and expanded the existing playground area in the southwest portion of Jollyman Park with a new all-inclusive play area and supporting facilities. The new park was constructed to support recreation and social interaction for people with autism, sensory challenges, cognitive, developmental, and physical disabilities, and those without special needs. The project involved

demolition of existing playground facilities, installation of a new all-inclusive play area, associated play elements, picnic areas, fencing, a custom interactive art piece, pathways, landscaping, restroom, irrigation, and underground utilities. During construction, the City issued a design change order for installing 40 lineal feet of a new sanitary sewer lateral to connect the new restroom to the City's sanitary sewer main along South Stelling Road. that was connected. In addition, the PG&E primary power conduit was installed using direct bore technique to avoid damaging heritage tree roots.

California Department of Parks and Recreation: **More than 400 projects during numerous contract periods since 2003.** 4LEAF currently provides CM and Inspection services for this statewide on-call CM services contract. Our staff perform contractor oversight and on-site administration; cost estimating and planning; daily report preparation; contractor progress payments review; tracking of bid item quantities; baseline schedule reviews; coordination of activities between various project stakeholders; monitoring of the contractor's compliance with project contract and project specifications; review of submittals, supplements, and RFI submittals; preparation of detailed written and photo records of the site activities; and tracking of equipment and manpower. Our parks projects include new construction or renovation of park roadways, bridges, paths, trails, utility upgrades, facilities including visitor and education centers, restroom and bathing facilities, amphitheaters, entrance stations, historic sites and facilities, camping and picnic sites, cabins and lodging facilities. Since all new or renovated elements in the parks must be ADA compliant, our staff is well-versed in ADA standards, recommendations, and regulations for compliance with accessibility laws. We are familiar with ADA circulation allowances, space allowances, and reach ranges while still providing safe maneuvering and access for the disabled.

Mid-Peninsula Water District: Old County Road Waterline Improvements – Phase 1. 4LEAF performed CM and Inspection services. The project replaced approximately 3,200 linear feet of 1930s-era 4- and 8-inch cast iron (CI) and 20-inch concrete cylinder pipe (CCP) transmission lines with new 8- and 20-inch polyvinyl chlorinated (PVC) pipe along Old County Road between Ralston Avenue and F Street, and a separate 450-foot section along Ralston Avenue between Old County Road and Elmer Street. The project included demolition and abandonment of existing pipe and installation of new pipe, fittings, valves, fire hydrants, copper domestic service laterals, and reconnection of fire services to the new water main. Most of the work was performed at night to accommodate necessary lane closures for construction. During the design phase, 4LEAF's team performed constructability reviews of the 30%, 60%, 95%, and 100% plans, specifications, and estimate (PS&E) packages.

SECTION 2: REFERENCES

Project Name:	Tunitas Creek Beach Landslide Repair and Improvement Project
Project Description:	Perform landslide repairs and transform area into the County's first new Public beach and recreational park in more than 50 years.
Client Name:	County of San Mateo Department of Public Works
Client Contact:	Michelle Manalo, Associate Engineer
Client Address:	555 County Center, 5th Floor | Redwood City, CA 94063
Client Telephone:	(650) 599-1422
Project Dates:	June 2023 – August 2025 (anticipated)
Roles Performed by 4LEAF and Subs:	CM, Inspection, Public Outreach; Special Inspection and Materials Testing (Sub); Labor Compliance Monitoring (Sub)

Project Name:	Balboa Way Roadway and Underground Utilities Repairs Project.
Project Description:	Restoration of the entire extent of the residential area of Balboa Way between Anza Drive and Arguello Boulevard as well as underground utilities (water, sanitary sewer, storm drain), private sidewalks, curbs, gutters, ADA ramps, and driveways.
Client Name:	City of Pacifica
Client Contact:	Louis Sun, P.E., Deputy Director Public Works, Wastewater
Client Address:	700 Pacific Coast Highway | Pacifica, CA 94044
Client Telephone:	(650) 738-4662
Project Dates:	June – October 2020
Roles Performed by 4LEAF and Subs:	CM, Inspection, Public Outreach; Materials Testing and Special Inspection Services (Sub)

Project Name:	Old County Road Phase 1 Waterline Improvements.
Project Description:	Replaced approximately 3,200 linear feet of 1930s-era 4- and 8-inch cast iron (CI) and 20-inch concrete cylinder pipe (CCP) transmission lines with new 8- and 20-inch polyvinyl chlorinated (PVC) pipe along various City of Belmont and San Carlo streets, and within Caltrans Rights of Way and San Mateo County access agreements.
Client Name:	Mid-Peninsula Water District
Client Contact:	Rene Ramirez, Operations Manager
Client Address:	1075 Old County Road, Suite A | Belmont, CA 94002
Client Telephone:	(650) 591-8941
Project Dates	October 2023 – July 2024
Roles Performed by 4LEAF:	Constructability Reviews, CM, Inspection, Public Outreach.

SECTION 3: KEY STAFF MEMBERS

The ultimate success of any project depends on providing highly qualified staff that can work effectively in a team environment or individually. 4LEAF is proposing ***Gene Barry, P.E.,*** as our *Principal-in-Charge* and *Contract Manager* to provide CM and Inspection Services for the City.

PRINCIPAL-IN-CHARGE / CONTRACT MANAGER

Responsibilities include managing and performing constructability reviews, assisting the project team with pre-construction activities including public outreach, assisting with resolving various technical and administrative issues during the construction phase. Responsibilities also include ensuring the appropriate staff and resources are assigned to each project; monitoring 4LEAF staff to ensure they are performing their responsibilities so the project is built per the contract documents; providing as-needed technical assistance to staff; reviewing and approving 4LEAF's monthly invoices prior to submittal to the City; and addressing any issues or concerns the City has about 4LEAF's staff performance.

CONSTRUCTION MANAGERS / CONSTRUCTION INSPECTORS

Construction Manager – general responsibilities include performing constructability reviews, reviewing progress payments, submittals, RFIs, and potential contract change orders (PCCOs); coordinating field staff; reviewing / monitoring the construction schedule; coordinating and running weekly meetings; communicating with the client, stakeholders, and the project team; performing as-needed public outreach; coordinating special inspections as necessary.

Inspector – general responsibilities include performing constructability reviews, monitoring and documenting daily site activities and ensuring the progress of the work is performed in accordance with the plans and specifications; verifying materials and quantities; performing as-needed public outreach; and assisting the construction manager for scheduling of special inspections as necessary.

STAFF AVAILABILITY

The table below identifies some of our qualified Construction Managers and Inspectors who would be available for the projects under this contract. All team members have a proven track record of completing projects in time and within budget.

Team Member	Role	Existing Committed Hours	Availability
Gene Barry, P.E.	PIC / Contract Manager	10 hrs/wk	See Note A
Gopi Chandran	Construction / Project Manager	30 hrs/wk	See Note A
Jim Ewertsen, P.E.	Construction Manager	25 hrs/wk	See Note A
Chris Bryden, CCM, PMP	Construction Manager	10 hrs/wk	See Note A
Mike Manning, QSP	Construction Manager/Inspector	30 hrs/wk	See Note A
Matt Newton	Senior Construction Inspector	20 hrs/wk	See Note A
Alex Lavrov	Public Works Inspector	40 hrs/wk	See Note A
Josh Pickett	Public Works Inspector	24 hrs/wk	See Note A
Chad Martin	Construction Inspector	10 hrs/wk	See Note A
Clayton Jones	Construction Inspector	20 hrs/wk	See Note A
Panfilo Armas	Construction Representative	30 hrs/wk	See Note A
Cindy Mendes	Construction Inspector	20 hrs/wk	See Note A
Robert Romero	Public Works Inspector	10 hrs/wk	See Note A

Note A: The City has not identified start dates or durations of specific, potential projects. Our staff vary from current full-time staff, idle staff (temporarily between assignments), and pre-qualified staff which include engineers, construction managers, and inspectors who are available subject to client demands. At this time, 4LEAF's proposed key staff are available to work on the City's potential projects, and 4LEAF has multiple qualified construction managers and inspectors available to provide the City with CM and inspection services.

SECTION 4: UNDERSTANDING AND APPROACH

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION APPROACH

Once a notice to proceed is issued, our proposed (PIC) / Contract Manager will meet with the City's designated Project Manager to discuss the nature and proposed scope of services required and the project schedule. We will then assign staff with the appropriate experience and qualifications required to meet the specific needs of the project.

SCOPE OF SERVICES

The following subsections represent the typical responsibilities associated with providing CM and inspection duties during the pre-construction, construction, and post-construction phases.

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. The following are typical tasks performed during the Pre-Construction Phase of a project.

- Attend internal in-person or virtual kickoff meeting with the City and Design Team (if necessary).
- Perform a Constructability Review of the project plans, specifications, and estimate (PS&E) package (if requested).
- Perform initial Public Outreach activities notifying the Public and affected businesses.
- Prepare and chair the Pre-Construction Conference with the project stakeholders.
- Document pre-construction conditions with digital photographs and/or videos.
- Develop the project document control and filing system. This can be a cloud-based system (e.g., Procore), if requested.
- Receive and process early contractor submittals, requests for information (RFI), shop drawings, etc.
- Identify critical path items (e.g., 3rd-party utility service applications, required start and end dates for permits, agency-required notifications).

Construction Phase

From Day 1, 4LEAF's assigned staff will work with the City to run an efficient and quality project. Once construction begins, 4LEAF staff 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. The following represents the general responsibilities for providing CM and inspection services for CIP projects:

- Coordinate, chair, and attend all weekly construction meetings.
- Review contractor's baseline construction schedule and subsequent updates.
- Compare the actual progress to the contractor's schedule to detect any potential delays and review the contractor's plan to recover and maintain progress.
- Meet with contractor to review proposed work and schedule inspections.
- Maintain effective communication with all project stakeholders.
- Coordinate with utilities for potential conflicts.
- Prepare weekly statement of working days.
- Prepare and submit weekly/monthly progress status reports.

- Review contracts, and any environmental and permit documents, ensuring adherence to local, state, and Federal laws and regulations.
- Receive and process submittals, RFIs, and project correspondence.
- Maintain project files and logs including submittals, RFIs, CCORs, design changes, etc.
- Review / process contractor progress payments and make recommendations for payment, change order requests, and responses to correspondences.
- Perform project Federal and / or grant funding management (if applicable).
- Maintain written progress of quantities measured for each bid item.
- Document any extra or force account work.
- Review and evaluate CCORs and make recommendations to City staff.
- Assist with claims management support as needed.
- Provide daily inspection and perform documentation (daily reports and photographs) for all job-related activities and the contractor's compliance with the approved traffic control plan.
- Inspect materials and equipment upon delivery for compliance with construction contract documents.
- Collect delivery records and certificates of compliance.
- Document and report all discrepancies requiring corrective actions to City staff.
- Confirm the contractor complies with stormwater and erosion control BMPs.
- Monitor contractor's general compliance with its safety program and advise the City of observed deficiencies.
- Confirm adherence to all permitting requirements.
- Coordinate and schedule special inspections and materials testing with the City's materials inspection and testing sub consultant.
- Maintain test reports and logs of any verification tests performed.
- Develop and oversee punch list towards project completion.
- Recommend acceptance of the work when it is satisfactorily completed. Track non-compliant work separately until work is satisfactorily completed and accepted.

Post-Construction Phase

The post-construction and contract closeout phase consists of three distinct closeout elements: physical closeout, document closeout, and fiscal closeout. Project deliverables are included below.

Physical closeout includes formal submittal of a Notice of Substantial Completion, performing final inspections to evaluate and document project conditions; addressing all punch list items; demobilizing and removing BMPs, materials, and equipment; confirming project acceptance by the City, ensuring all traffic control measures are removed. Documents transferred to the City include a final punch list, all project correspondence, CCO's, design clarifications, RFIs, submittals, red-lined versions of the contract documents, daily inspection reports and photographs, commissioning documents, operation and maintenance manuals, warranties, bonds, potential claims, release of liens. We will prepare documents for City acceptance and assist the City in filing a Notice of Completions as necessary. Fiscal closeout includes confirming all physical and document closeout processes have been completed, at which point the final Pay Application and retention payment can be processed, a full project financial reconciliation, including all funding closeout documentation and submittals to and appropriate funding agencies for final project closeout.

SECTION 5: PROPOSED PROJECT BUDGET

4LEAF FEE SCHEDULE TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CITY OF DUBLIN PUBLIC WORKS DEPARTMENT

	Calendar Year		
Staff Designation	**2025**	**2026**	**2027**
Principal-in-Charge / Contract Manager*	$221.09	$227.72	$234.56
Construction Manager*	$197.45	$203.38	$209.48
Public Works Inspector (Regular Time)**	$169.77	$174.86	$180.11
Public Works Inspector (Night Time)**	$190.99	$196.72	$202.62
Public Works Inspector (Overtime 1)**	$229.19	$236.07	$243.15
Public Works Inspector (Overtime 2)**	$314.08	$323.50	$333.20
Public Works Inspector (Overtime 3)**	$398.96	$410.93	$423.26
Project Administrative Assistant*	$95.00	$97.85	$100.77
Public Works Inspector Apprentice**	$98 - $150	$100.94 - $154.50	$103.96 - $159.14

All Fees shown include Annual Escalation of 3% starting on January 1, 2026, and January 1, 2027.

****Staff category subject to California Prevailing Wage Rate Requirements.***

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 Client 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 February 2025.

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 Client 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 February 2025 were used to determine the range of Calendar Year 2025 hourly rates for Public Works Inspector Apprentice.

D. All invoicing will be submitted monthly.

E. Overtime and Premium time will be charged as follows:
   - *Night Time (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
   - *Overtime 1 (over 8 hours M-F or Saturdays)* — *1.35 x hourly rate*
   - *Overtime 2 (over 8 hours Sat or 1st 8 hour Sun)* — *1.85 x hourly rate*
   - *Overtime 3 (over 8 hours Sun or Holidays)* — *2.35 x hourly rate*

F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.

G. Subconsultant invoices will be assessed a 10% Administrative Processing Fee.

H. Project-related mileage for inspections will be billed at the allowable IRS Rate.

I. Payment due on receipt. All payments over 30 days will be assessed as a 1.5% interest charge.

J. Client shall pay attorneys' fees or other costs incurred in collecting delinquent amounts.

K. Client agrees that 4LEAF's liability will be limited to the value of services provided.

L. In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

M. If 4LEAF is requested or otherwise required to conform to Client's alternative workweek schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW. If 4LEAF's affected employment group approves an AWW election and the same is registered, overtime compensation/reimbursement shall not be required.

Appendix A

Resumes

Gene Barry, P.E.

Principal-In-Charge

Experience
- 32 years

Registrations
- Registered Civil Engineer, California, No. 64174.
- Registered Civil Engineer, Nevada, No. 017520.

Education
- B.S. Petroleum Engineering, 1986, Montana College of Mineral Sciences and Technology, Butte.
- B.S., Physical Science/Physics, 1989, Montana State University, Bozeman.

Certifications
- California Qualified SWPPP Developer (QSD) / Qualified SWPPP Practitioner (QSP), No. 20145.
- Nevada Certified Environmental Manager (CEM), No. 2136.
- 40-hour OSHA HAZWOPER, including 8-hour annual refreshers.
- OSHA HAZWOPER Supervisor

Affiliations
- Member, American Society of Civil Engineers.
- Member, Construction Management Association of America

Experience Summary

Gene has more than 32 years of engineering and project management experience. He has experience as a project manager, construction manager, environmental engineer, field engineer, construction surveyor, soils tester, and quality assurance inspector. His experience includes performing constructability reviews, developing work plans, reviewing plans and specifications and monitoring contractor's conformance with the project scope of work, developing and monitoring project schedules, establishing project scopes of work, performing bid evaluation and cost- benefit analyses, preparing and evaluating detailed cost estimates, and monitoring project budgets. Gene is a California Qualified SWPPP Developer (QSD), has extensive experience preparing storm-water pollution prevention plans (SWPPP), and is very knowledgeable regarding the State of California's General Construction Permit for stormwater discharges.

Summary of Select Professional Experience

Gene has performed as 4LEAF's Principal In Charge / Project Manager on numerous CIP projects including:

- City of Cupertino $1.4M De Anza Blvd / McClellan Road / Pacific Drive Intersection Improvements Project.
- County of San Mateo Public Works Department – $12M Tunitas Beach Creek Landslide Repair and Site Improvement Project.
- City of Menlo Park - $10.5M Chrysler Pump Station Upgrade Project.
- City of San Mateo Public Works Department - $30M North Shoreview Flood Improvement Project.
- City of Cupertino $1.5M Regnart Road Improvements Project, Phase 1.
- City of Menlo Park – CY 2023 Streets Resurfacing Project.

- City of Daly City Mussel Rock Gabion Wall and Stormwater Maintenance Project.
- City of Pacifica – $22M Wet Weather Flow Equalization Basin Project.
- City of Sacramento Utilities District $35M McKinley Water Vault Project.
- City of Pacifica - $2.1M Balboa Way Repairs Project.
- City of Cupertino - $450M Apple Campus 2 Offsite Public Works Mitigation Projects.
- County of San Mateo Public Works Department – $5.5M Coyote Point Recreation Area East Promenade Rejuvenation Project.
- Alameda County Water District – Alvarado-Niles Pipeline Seismic Improvement Project.
- County of San Mateo Public Works Department – Higgins Canyon Bridge Embankment and Wingwall Repairs Project.
- City of Pacifica CY 2019 – 2020 Slurry Seal Rehabilitation Project.
- City of Cupertino Orange Ave. Sidewalk Repair and Pedestrian Improvements Project.
- City of Watsonville $3.25M Green Valley and Freedom Blvd Water and Sanitary Sewer Line Improvements Project.
- City of Los Altos – Fremont Ave. Street Rehabilitation Project.
- City of Gilroy $6M First Street Waterline Replacement Project.
- City of Cupertino Wilson Park Renovation Projects.
- City of Walnut Creek $8.5M Geary Road Improvements Project, Phase 3.
- City of Los Altos – CY 2018 and 2020 Street Resurfacing Projects.
- City of Burlingame California Ave. and Oak Grove Sanitary Sewer Rehabilitation Project.
- University of California Berkeley $20M Richmond Field Station Remediation Projects.
- City of Burlingame - $8M Downtown Burlingame Ave. Area Utility Improvements Project.
- City of Gilroy - $1.6 Downtown Monterey Road Pavement Rehabilitation Project.

Gopi Chandran

Construction / Project Manager

Experience
- 30 years

Experience with 4LEAF
- 8 years

Education
- BS Civil Engineering, University of Texas at El Paso, Texas, May 1989
- MS Civil Engineering, University of Texas at El Paso, Texas, July 1991

Licenses
- California A Contractor License - inactive

Experience Summary

Gopi has Bachelor of Science and Master of Science degrees in Civil Engineering and formerly held a California A Contractor's license. For more than 30 years, Gopi has worked as a Construction Manager, Project Manager, Office Engineer, and general contractor on a variety of small-, medium-, and large-scale CIP projects including underground utilities (water, storm, sanitary sewer, electrical, and communications) using a variety of construction methods; earthwork, grading, and shoring; roadway repairs; streetscapes; sidewalks, curbs, and gutters; traffic improvements; water and stormwater pump stations; landscaping improvements; medium-and high-voltage electrical system upgrades and commissioning; mechanical installations and commissioning; public park and playground improvements; photovoltaic systems, and environmental remediation. These projects include city and county facilities, DOD facilities, energy sector (PG&E, SoCal Edison, SMUD, SDG&E, and major oil petroleum refineries), work within Caltrans' right of way, and privately-owned properties. Gopi specializes in managing high-profile CIP projects requiring constructability reviews, extensive public outreach, maintaining close coordination with numerous public and private agencies, utility providers (e.g. PG&E; Comcast; AT&T; and municipally-owned electrical, natural gas, sanitary sewer, and water districts); managing projects with biological and cultural resource compliance requirements; and managing grant applications and reimbursements for a variety of funding sources (Federal aid, FEMA, Caltrans, CAL-OES, State of CA General Fund, and local bond measures).

Select Professional Experience

City of Menlo Park
Chrysler Pump Station
Construction Manager

Gopi was 4LEAF's Construction Manager for this $10.5 M project that included constructing a new stormwater pumping facility including an underground wet well, a pump and motor room, electrical control room, engine/generator room, pumping equipment, electrical equipment and controls, automatic standby diesel engine generator with integral fuel tank, on-site storm drain improvements, water and fire protection services, site grading, demolition of old pump station, and driveway and pavement improvements. The project required extensive coordination with PG&E for the relocation of electrical switchgear and a transformer The Chrysler Pump Station is located immediately adjacent to META's main campus which requires special considerations to minimize impacts to the adjacent buildings and inhabitants. The project is partially funded through a $5M grant from the Federal Emergency Management Agency (FEMA) through the Cal Office of Emergency Services (OES) and required compliance with federal grant requirements.

Mid Peninsula Water District
Old County Road Waterline Improvements Project – Phase 1
Construction Manager
Gopi was 4LEAF's Construction Manager for this $4.5M project that consisted of replacing approximately 3,200 linear feet of 4- and 8-inch cast iron (CI) and 20-inch concrete cylinder pipe (CCP) transmission lines with construction dating back to the 1930s with new 8- and 20-inch polyvinyl chlorinated (PVC) pipe along Old County Road between Ralston Avenue and F Street, and a separate 450-foot section along Ralston Avenue between Old County Road and Elmer Street. The project included demolition and abandonment of existing pipe and the installation of new pipe, fittings, valves, fire hydrants, copper domestic service laterals, and reconnection of fire services to the new water main. Most of the work was being performed at night to accommodate necessary lane closures for construction. Gopi was a member of 4LEAF's team that performed constructability reviews of the 30%, 60%, 95%, and 100% PS&E packages.

City of Cupertino
All-Inclusive Playground at Jollyman Park Project
Construction Manager
Gopi was 4LEAF's Construction Manager for this $3.95M project that was funded through the Santa Clara County All-Inclusive Playground Grant (AIPG) program. The project replaced and expanded the existing playground area in the southwest portion of Jollyman Park with a new all-inclusive play area and supporting facilities. The new park will support recreation and social interaction for people with autism, sensory challenges, cognitive, developmental, and physical disabilities, and those without special needs. The project involved demolition of existing playground facilities, installation of a new all-inclusive play area, associated play elements, picnic areas, fencing, a custom interactive art piece, pathways, landscaping, restroom, irrigation, and underground utilities. During construction, the City issued a design change order for installing 40 lineal feet of a new sanitary sewer lateral to connect the new restroom to the City's sanitary sewer main along South Stelling Road. In addition, the PG&E primary power conduit was installed using direct bore technique to avoid damaging heritage tree roots.

City of San Mateo Public Works Department
North Shoreview Flood Improvement Project
Construction Manager
Gopi was 4LEAF's Construction Manager for this $30M project that included raising a 1,300-foot levee segment between the San Mateo and Burlingame border off of Airport Boulevard and adjacent to the Peninsula Humane Society; constructing two new CMU pump station buildings including deep-foundation upgrades; installing new wet wells and trash racks; installing new electrical controls, SCADA, and PG&E transformers; installing backup power generators and Tier 4 emission components; installing new pump station outfalls to the SF Bay; and installing high-capacity pumps to increase the pumping capacity to 150,000 gpm at each of the Coyote Point and Poplar Avenue pump stations; updating electrical controls, correcting structural deficiencies; installing backup power generation; managing commissioning and startup of the two pump stations; installing trash capture devices; and constructing a temporary detour segment of the Bay Trail around the project locations and through the North Shoreview Neighborhood. Gopi managed 4LEAF's Team of sub-consultants performing biological surveys and monitoring, cultural resource monitoring, and materials testing and special inspections. Gopi also coordinated with PG&E and other 3rd-party project stakeholders and managed the project's grant reimbursement program.

Due to construction within the Bay and forebay, various agency permits were obtained including the Bay Conservation and Development Commission (BCDC), a California Department of Fish & Wildlife (CDFW) Lake and Streambed Alteration Agreement, the California Regional Water Quality Control Board (RWQCB), and the United States Army Corps of Engineers (USACE. Upon completion of the project, more than 2,000

homeowners in surrounding neighborhoods will apply for a Federal Emergency Management Agency (FEMA) flood insurance exemption. Final site mitigation included installing a riparian mitigation area along the permanently altered streambed.

City of Pacifica
Wet Weather Flow Equalization Basin Project
Construction Manager
Gopi was 4LEAF's Construction Manager for this $22M project which included a new 2.1-million-gallon wet weather equalization basin that was constructed to prevent discharge of untreated stormwater and sanitary sewer from the City's sanitary sewer collection and conveyance system during peak storm events. Key components of the project included construction of a perimeter 3-foot-wide slurry cutoff wall to between 60 and 70 feet below ground surface (bgs); excavation of 23,000 cubic yards (cy) of soil to 50 feet bgs; installation of 70 micropiles, installation of temporary structural bracing during the excavation phase; construction of a 2-ft-thick concrete inner liner wall; installation of mechanical, electrical, and piping components; installation of 1,400 feet of 24-inch HDPE pipe and construction of two diversion structures; and bore and jack drilling of 200 feet of piping through existing easements between two residential homes. The project included extensive public outreach activities, and all work was performed in compliance with the Mitigation Monitoring Reporting Program as required by the Mitigative Negative Declaration (MND) document prepared in accordance with the California Environmental Quality Act (CEQA).

City of Sacramento Utilities Department
McKinley Water Vault Project
Project Manager
Gopi was 4LEAF's Project Manager of 4LEAF's Team providing Project Management, Construction Management, and Inspection Services for the City of Sacramento Utility Department's $35M Water Vault project. The project was constructed to eliminate capacity-related sanitary sewer overflows (SSOs) in the City's combined storm and sanitary sewer collection system during the rainy season. The project has three main elements: (1) a 6-million-gallon-capacity rectangular-shaped underground water storage vault, (2) diversion structures and conveyance piping, and (3) upgrades to the existing park infrastructure including a new public restroom facility, upgraded jogging paths, and new sports field. The water vault and pipelines were constructed within McKinley Park and adjacent to established residential neighborhoods. 4LEAF's Team was tasked with coordinating public outreach and maintaining public relations in conjunction with the City of Sacramento. 4LEAF also coordinated and ensured the contractor remained compliant with the various environmental mitigation measures. McKinley Park remained open and utilized by the community during active construction.

City of Pacifica
Balboa Way Repair Project
Construction Manager
Gopi was 4LEAF's Construction Manager for this $2.2M project that included restoration of the entire extent of the residential area of Balboa Way between Anza Drive and Arguello Boulevard as well as private driveways. The project consisted of the replacement/repair of approximately 27,300 square feet (SF) of roadway asphalt, replacement of approximately 5,170 SF of sidewalk including curb and gutter, replacement of 10 private driveways, construction of four ADA curb ramps, replacement of approximately 630 lineal feet (LF) of 8-inch-diameter high-density polyethylene (HDPE) sanitary sewer pipe (SDR 17) by open trench, replacement of approximately 155 LF of 24-inch HDPE sanitary sewer pipe (SDR 17) by open trench, abandonment and relocation of approximately 720 LF of a 6-inch-diameter ductile iron water main line, replacement of approximately 90 LF of 18-inch reinforced concrete pipe (RCP) storm drain line with

18-inch HDPE (SDR 17) pipe by open trench, construction of three new sanitary sewer manholes, leak repair of seven existing sanitary sewer manholes, and re-establishing sanitary sewer lateral tie ins. Gopi worked closely with the Project's Design Team to address field design changes to address field conditions. The Project required extensive Public outreach and coordination with multiple City Departments and 3rd-party utility agencies and companies. All work was performed while meeting the health and safety requirements outlined in the San Mateo County Health Officer Order for COVID-19.

San Benito County On-Call Public Works Projects

Project Manager / Engineer

Gopi performed project management, cost estimating, field oversight, and inspection tasks on 4LEAF various projects including:

- **Pacheco Creek Levee Repair Project**
  Gopi provided on-site project and construction management and inspections, contractor coordination, and also managed stakeholder engagement. The project was a rapid response effort to repair and restore two levee breaches that occurred during the early 2017 storm season. In addition, Gopi was responsible for tracking budgets, addressing field change orders, approving additional scope, and ensuring that projects adhered to the technical requirements. Project budgets were approximately $500,000.

- **Lovers Lane Road Restoration Project**
  Gopi provided initial project scoping efforts, coordination with FEMA for emergency and permanent restoration cost recovery, coordination with County Engineers to develop technical specifications and bids, and initial engineer estimates.

- Gopi inspected improvements within the Santana Ranch, Klauer, and Pacheco Creek Subdivisions, and PG&E Encroachment Permit Projects. Responsibilities included inspecting mass grading activities; the installation of storm drain inlets, pipes, manholes; concrete curb, gutter, and sidewalk; and AC pavement. Other responsibilities included developing solutions for emergency roadway, levee, slides, and stormwater repairs for areas damaged by the 2016/17 Winter storms and field locating culverts within the county and documenting their location on the County's GIS Program.

City of Mill Valley Miller Ave. Streetscape Project

Project Engineer

Gopi performed inspections on behalf of 4LEAF during the cold in-place recycling and AC paving operations for this $13.5 million project. Additional tasks performed included performing public outreach and coordination with local businesses and residents during the paving operations.

Jim Ewertsen, P.E.

Construction Manager

Experience Summary

Jim is a California-licensed Civil Engineer and has more than 29 years of experience in the field of construction. Throughout that time, he has performed at all levels of construction including serving as Principal Engineer of Record and preparing construction documents / drawings for more than 250 construction projects. Jim has performed Construction Management duties including managing submittals, reviewing RFI's, reviewing and processing change orders, reviewing and approving contractor pay requests, reviewing and monitoring schedules, and dealing with stakeholders. He is well versed in Caltrans standards and working with multiple funding sources.

Jim's project experience includes designing, managing, and inspecting projects including buildings, parking lots, underground utilities, entrance roads, hardscape / landscape, sidewalks / curbs / gutters, and ADA ramps / paths of travel. He has also performed design and site inspections for underground sanitary sewer and stormwater systems. Jim has been responsible for all aspects of site civil engineering, architectural, and structural design. These projects include concrete tilt-up buildings, concrete masonry buildings, timber buildings, metal stud buildings, and all associated underground utilities. He has successfully managed design teams, worked through permitting with local agencies, and performed construction administration services.

Select Professional Experience

City of Sacramento Utilities Department
McKinley Water Vault Project
Construction Manager
Jim was 4LEAF's Construction Manager of 4LEAF's Team providing Project Management, Construction Management, and Inspection Services for the City of Sacramento Utility Department's $35M Water Vault project. The project was constructed to eliminate capacity-related sanitary sewer overflows (SSOs) in the City's combined storm and sanitary sewer collection system during the rainy season. The project has three main elements: (1) a 6-million-gallon-capacity rectangular-shaped underground water storage vault, (2) diversion structures and conveyance piping, and (3) upgrades to the existing park infrastructure including a new public restroom facility, upgraded jogging path, and new sports field. The water vault and pipelines were constructed within McKinley Park and adjacent to established residential neighborhoods. 4LEAF's Team was tasked with coordinating public outreach and maintaining public relations in conjunction with the City of Sacramento. 4LEAF also coordinated and ensured the contractor remained compliant with the various environmental mitigation measures. McKinley Park remained open and utilized by the community during active construction.

Water Emergency Transportation Authority (WETA)
Central Bay Operations and Maintenance Facility, Alameda, CA
Construction Manager
Jim served as 4LEAF's Construction Manager acting as the Owner's Representative on this $50M project. The project consisted of constructing a 4-story maintenance building to house the maintenance department and operational staff, fueling system, large underground fuel storage tanks, and new utility infrastructure for the site. The maintenance facility will be utilized for O&M functions, including the fueling systems, fare collection, and preventative maintenance functions. The project included a new marina in the San Francisco Bay to accommodate the regular maintenance and overhaul activities for the WETA ferry fleet. The waterwork portion of the project included demolition of old remnants of a wooden marina and piles, dredging the bay bottom to project design depths, and construction and installation of new concrete floating docks and piles. The Project was completed in fall 2018.

Chris Bryden, CCM, PMP

Construction / Project Manager

Experience
- 9+ years

Experience with 4LEAF
- 4 years

Education
- B.A. in Philosophy, University of California, Davis, 2004
- M.A. in In Arts Philosophy, California Institute of Integral Studies, San Francisco, CA, 2011

Certifications
- Certified Construction Manager (C.C.M.)
- Project Management Professional (PMP). No. 3242725. Project Management Institute, May 2022.

Experience Summary

Chris is a Certified Construction Manager (CCM) and Certified Project Management Professional (PMP) who has managed multi-million-dollar construction projects with aggressive timelines and fluid and evolving project scopes. He is competent in Use Permit and Building Permit processes; AIA contract review; managing RFIs, submittals, transmittals, change order requests, contractor pay applications, design changes / clarifications, etc. using various cloud-based document control systems including Procore; facilitating project design development meetings with owners and architects / designers, and chairing pre-construction and weekly construction meetings; monitoring the contractor's adherence to plans, specifications, and critical path schedules; coordinating communications between owners, design professionals, general contractors, inspection staff, jurisdictions, consultants, utility providers (PG&E, AT&T, Comcast, and third parties); developing project punch lists; and performing project closeout activities. Through diverse life background and strong interpersonal skills, he has achieved tri-lingual fluency in English, Spanish, Russian, earned a master's degree in psychology, successfully completed the United States Peace Corps (Ukraine), and has been a world-touring musician.

Select Project Experience

County of San Mateo Public Works Department
Tunitas Creek Beach Improvements Project
Construction Manager

Chris was 4LEAF's Construction Manager for this $12M project that transformed the site into the County's first new public beach and park in more than 50 years. Construction included clearing and grubbing dense vegetation; performing slope stabilization, drainage system piping, landslide repairs, and mass / fine earthwork grading in the areas between Highway 1 and the beach located nearly 100 feet below. The project included building a new 2,000+ lineal foot long pedestrian trail constructed with 100+ soldier piles, retaining walls, wood decking and steps, metal handrails, lighting, and a GraniteCrete surface; constructing an amphitheater and reclaimed timber benches; installing a new park ranger shed and public restrooms; constructing a new vehicle access road from the parking lot to the beach area; constructing a new off-ramp from Highway 1 and new parking lot equipped with EV charging stations; installing bioretention areas; and installing new storm drain piping and inlets and new erosion control systems. The project required a Caltrans encroachment permit and extensive coordination with Caltrans, PG&E, AT&T, and Comcast.

City of Cupertino Public Works Department
De Anza Blvd and McClellan Road Intersection Improvements Project
Construction Manager
Chris was 4LEAF's Construction Manager for this $1.4M project that consisted of civil and traffic signal improvements including site demolition and potholing for existing utilities, installation of a bike lane median and ADA compliant sidewalks and ramps, relocation of underground utilities (storm drain and electrical), horizontal directional drilling and pulling conduit for new electrical conduit, construction of a traffic signal controller and cabinet, construction of new traffic and light poles, and performing AC paving and traffic striping. All work was performed within the existing City right of way. The project was constructed in high vehicle and pedestrian traffic areas and adjacent to numerous active businesses and required continuous public outreach during construction.

City of Cupertino
Regnart Road Improvements Project
Construction Manager
Chris was 4LEAF's Construction Manager for the City's 1.3M Regnart Road Improvements Phase 1 Project. The Project repaired approximately 280 lineal feet (LF) of roadway along Regnart Road that was identified during a geotechnical reconnaissance investigation as having a moderate to high risk for potential for slope failure. The Project consisted of installing 25, 25-foot-deep cast-in-drilled hole (CIDH) piers with rebar cages, a formed and cast-in-place reinforced grade beam and reinforced concrete barrier; installing 120 LF of an earth retaining structure, transition railing and in-line terminal system on the outboard side of the road; replacing an existing storm drainage inlet and installing 10 LF of new 18 in. HDPE storm drainage culvert; drilling and installing 17 steel soldier piles on the inboard side of the road and installing675 SF +/- of precast concrete lagging; and replacing the existing asphalt roadway section by scarifying and re-compacting native subgrade, placing 8-in. of engineered fill, and paving with a 2.5-in. thick section of AC.

The project was constructed in the City right of way with high vehicle and pedestrian traffic, and adjacent to numerous residences. The roadway was narrowed to one-lane traffic or closed at 50-minute intervals during construction, which required a responsive traffic control plan (TCP), with temporary signals, flagmen, CMS signs, and continuous evaluation. Public notices were regularly sent to residents keeping them appraised of project progress. The project was required to meet the permit conditions outlined in the California Department of Fish & Wildlife's Lakebed Stream Alteration Agreement. 4LEAF coordinated closely with the City-contracted consultant biologist to ensure permit conditions were met, special status species surveys were conducted, and work buffer zones were established as needed, etc.

City of Cupertino Public Works Department
Wilson Park Basketball Court and Community Gardens Improvements Project
Construction Manager
Chris was 4LEAF's Construction Manager for these two City projects. The two adjacent projects were constructed concurrently by two different contractors. The Basketball project included performing lime treatment of court subgrade, court and adjacent walkway excavations, asbestos-containing pipe (ACP) remediation, paving and placement of concrete flatwork, storm drainage system modifications, installation of 10 ft. deep reinforced hoop footings, acrylic surfacing of the court, and landscape restoration (hydroseeding and irrigation adjustments). The Community Gardens project included installation of a new irrigation system, subgrade placement of geotextile fabric rodent entry, construction of new corrugated metal panel and wire mesh fencing, installation of 14 new planter boxes and two ADA-

compliant planter boxes, site appurtenances (Tuff Shed, benches, garden table), vehicular and pedestrian concrete flatwork, AC paving, and landscaping.

City of Cupertino Public Works Department
Orange Ave. Sidewalk Improvements Project
Construction Manager / Inspector
Chris performed construction management and inspection services on behalf of 4LEAF for this $1.8M project. The Project is located along a seven-block segment of Orange Avenue between McClellan Road and Stevens Creek Boulevard and includes demolition of existing hardscape surfaces; installation of sidewalk, curb, gutter, and planting strips; construction of storm drainage system modifications, landscape restorations, and associated improvements; pavement restoration and slurry sealing; and final traffic striping.

County of San Mateo Public Works Department
Coyote Point Recreation Area East Promenade Rejuvenation Project
Construction Representative
Chris performed construction inspections and construction administration duties on behalf of 4LEAF for this $5.5M project. The project included constructing alterations to the shoreline and beach area facilities; enhancing shoreline protection features; constructing flood protection features; creating a larger beach area; demolishing existing restrooms and constructing new facilities; installing new storm drain catch basins and pipelines, new water lines, and irrigation piping; constructing concrete curb and gutters, performing cement treatment and stabilization of on-site soils, paving new parking lots, installing on-site detention basins, installing landscaping, and performing reconstruction of the eastern promenade area.

Chris was responsible for providing daily inspections and documenting job-related activities; monitoring and documenting the contractor's work for adherence to contract plans and specifications; coordinating with San Mateo Parks and Recreation staff; monitoring the contractor's stormwater pollution prevention protection BMPs; coordinating 4LEAF's sub consultant, CTS, for special inspections and materials testing; reporting all discrepancies requiring corrective actions to County of San Mateo staff; reviewing contractor monthly pay requests and make recommendations for payment; coordinating with San Mateo County Parks biologist for periodic inspections, ensuring contractor's compliance during bird breeding/nesting season, and mitigating issues that may impact project progression; coordinating and assisting with a lead- and asbestos-containing material survey that was performed by a 4LEAF sub consultant and assisting with developing suitable remedial action in a timely manner.

City of San Mateo
North Shoreview Flood Improvements Project
Construction Inspector
Chris performed construction inspections on behalf of 4LEAF for this $24M project that was constructed to allow for more than 2,000 homeowners in surrounding neighborhoods to apply for a Federal Emergency Management Agency (FEMA) flood insurance exemption. The project included constructing a temporary detour segment of the Bay Trail around the project locations and through the North Shoreview neighborhood; upgrading electrical controls, correcting structural deficiencies, installing backup power generation, installing new pump station outfalls, and increasing pumping capacities at the Coyote Point

and Poplar Ave. pump stations; raising a 1,300-foot levee segment; and installing a riparian mitigation area along the permanently-altered streambed.

Meadowood Resort Pool and Fitness Center Renovation Project
Napa, CA
Project Manager / Assistant Project Manager
Prior to joining 4LEAF, Chris performed project management for this $27M design-build pool and fitness center renovation. He successfully managed the project from permitting to close out, processed general contractor pay applications and consultant invoices, managed budgets, performed close communication with ownership, performed change order reviews, oversaw field meetings, and performed tracking of drawing sets and as-builts. Chris oversaw all aspects of the general contractors and owner-supplied subcontractor's work; ensured coordination and communication between the project team; participated in Owner, architect, and contractor meetings; and prepared and reviewed bid analyses.

Yountville Homeowners Association Roofing Project
Yountville, CA
Assistant Project Manager
Prior to joining 4LEAF, Chris performed project management for this $15M re-roofing project. He oversaw the roofing contractor's daily activities; monitored schedules; prepared agendas for weekly meetings; performed punch item reviews; handled communications between all homeowners, the roofing contractor, and the HOA manager; and ensured day-to-day follow-up of project issues and concerns.

Stonefield Condominium Fire Rebuild Project
Santa Rosa, CA
Assistant Project Manager
Prior to joining 4LEAF, Chris performed project management for this $25M rebuild after the 2017 Tubs Fire devastated the neighborhood. He helped coordinate the rebuild of 10 buildings (30 airspace condos); ensured compliance with covenants, conditions, and restrictions (CC&Rs); monitored phasing of work and all subcontractors; and reported to HOA board president.

Ramsey & Associates
Project Coordinator / Project Manager
Prior to joining 4LEAF, Chris was responsible for delivering multiple projects on time and keeping on budget for key customers. As project manager, he worked with the project teams on developing cost estimates and budgets, schedules, preliminary and ongoing project scope development, bid analyses, at-risk and contingency planning, reporting, cash flow analyses, purchase order execution, invoice management, and project closeout. Chris provided strong team management of several project coordinators, accounting, and administrative staff. As a project coordinator, Chris effectively supported project teams to deliver project goals and high customer satisfaction via preparing status reports, monitoring approvals process, order tracking and delivery, supporting general contractors, freight forwarding & warehousing initiatives, and vendor interface. Chris developed fluency in the procurement process and basic knowledge of all furniture, fixtures, and equipment product categories.

Mike Manning, QSP

Construction Inspector

Experience Summary

Mike is a seasoned construction inspector and project manager with more than 27 years of experience on Capital Improvement Program (CIP) projects for various municipalities. He brings a diverse blend of technical expertise and construction management skills. An experienced construction inspector, Mike is also a certified QSP, and Certified Erosion, Sediment and Stormwater Inspector (CESSWI), able to monitor SWPPP compliance in the field. Mike's project experience includes major street renovations, underground utilities, sewer lines, water / waste-water treatment facilities, recycled and potable water systems, including pipelines, tanks and pumps building construction, and annual overlay and slurry seal projects.

Mike inspected and performed oversight on other agencies, water districts, utility companies, and contractors working within City boundaries and City right-of-way to ensure both public safety and the protection of City facilities. Mike reviewed and approved traffic control plans and coordinated lane / road closures with emergency service; City departments, and other agencies to maintain traffic flow and reduce traffic impacts. Mike's relevant project experience includes several projects he conducted for the City of Livermore Water Reclamation Plant (WRP). These projects included filter improvements, recycled water processes, gravity belt thickeners, and polymer tanks and piping.

Select Professional Experience

City of Livermore Water Reclamation Plan Primary and Secondary Treatment Improvements Project
Construction Inspector
Mike provided construction inspections and performed contract administration tasks on behalf of 4LEAF supporting the City's consultant construction manager for the $31M rehabilitation and upgrades project for the City's primary and secondary wastewater treatment facilities. Upgrades and improvements included demolition of existing units and installing new mechanical equipment, performing structural concrete repair and coating, and replacing electrical motor control center equipment, and consolidating PLC equipment.

City of Roseville Department of Parks, Recreation, and Libraries
Construction Inspector
Mike provided construction inspection services on behalf of 4LEAF and served as construction manager on city-wide parks and various streetscape projects. Mike has inspected the installation of park infrastructure, play areas, restroom buildings, shade structures, parking lots, picnic areas, multi-use turf, site preparation grading, underground utilities, flat work, and additional landscaping and irrigation. Inspection was also conducted for ADA improvements to recreation buildings, rehabilitation of a historic building, and the restoration of a community swimming pool. Mike has also been responsible for reviewing plans and specifications, submittals, processing change orders, and in charge of progress payments.

Matt Newton

Senior Construction Inspector

Experience Summary

Matt has more than 30 years of experience in the construction industry. He offers 23 years of inspection experience working on storm water, sanitary, street lighting, traffic signal capital improvements, and three years on residential development projects. Matt also has seven years of experience working in the City of San Jose Survey Department. As a Principal Construction Inspector with the City of San Jose, Matt took a supervisory role in training and mentoring new staff and City inspectors in the use of the Virtual Project Manager website to improve documentation for capital improvement program (CIP) projects. Matt excels at maintaining effective and positive communications between various project stakeholders, inspectors, project managers, and engineers to find solutions to unforeseen complications that may arise while working on construction and CIP projects.

Select Professional Experience

County of San Benito
On-Call Public Works Inspections
Senior Construction Inspector
Matt provided construction inspections for various County of San Benito projects under 4LEAF's ongoing On-Call Public Works CM and Inspection Services contract. Projects included numerous new residential subdivisions consisting of mass grading and new roadways, curbs, gutters, sidewalks, and utilities. Other projects included directional drilling for Comcast Cable conduits; constructing detention basins to collect and recycle rainwater, and emergency roadway and culvert repairs. Matt was responsible for providing daily inspections and preparing detailed daily inspection reports, monitoring and documenting the contractor's work for adherence to contract plans and specifications, providing utility coordination, continually monitoring contractor's traffic control to ensure compliance with various project traffic control plans, providing accurate measured quantities and reviewing pay estimates submitted by contractor and making recommendations to the County for payment, reporting all discrepancies requiring corrective actions to County staff, meeting with the contractor to review proposed work and schedule inspections, developing "punch list" items and following-up with corrective measures with County staff.

City of Cupertino
Regnart Road Improvements Project
Senior Construction Inspector
Matt provided construction Inspections for the City's 1.3M Regnart Road Improvements Phase 1 Project. The Project repaired approximately 280 lineal feet (LF) of roadway along Regnart Road that was identified during a geotechnical reconnaissance investigation as having a moderate to high risk for potential for slope failure. The Project consisted of installing 25, 25-foot-deep cast-in-drilled hole (CIDH) piers with rebar cages, a formed and cast-in-place reinforced grade beam and reinforced concrete barrier; installing 120 LF of an earth retaining structure, transition railing and in-line terminal system on the outboard side of the road; replacing an existing storm drainage inlet and installing 10 LF of new 18 in. HDPE storm drainage culvert; drilling and installing 17 steel soldier piles on the inboard side of the road and installing 675 SF +/- of precast concrete lagging; and replacing the existing asphalt roadway section by scarifying and re-compacting native subgrade, placing 8-in. of engineered fill, and paving with a 2.5-in. thick section of AC.

Alex Lavrov

Public Works Inspector

Experience
- 27 years

Certificates and Training
- Engineer In Training (EIT)
- Radiation Safety and Use of Nuclear Gauges
- OSHA 10-Hour Safety Training
- Caltrain Roadway Worker Protection (RWP)

Education
- B.S. Individualized Studies, 2002, Charter Oak State College, New Britain, CT
- A.S. Building Inspection Technology, College of San Mateo, San Mateo, CA

Experience Summary

Alex is an Engineer in Training (EIT) with more than 27 years of experience in the construction industry. His experience includes 20 years performing construction inspections on Transportation System and Public Works projects, and four years performing material testing and special inspections in support of Capital Improvement Program (CIP) projects. His experience includes inspecting CMU buildings; electrical and MCC panels; pump system installations and commissioning; underground utility installations (sanitary sewer mains, laterals, and manholes; storm drain catch basins and piping; and electrical conduit, wiring, and components); utility vaults; backup generators; underground storage tanks; grading and earthwork; street restoration; traffic signal installations; and concrete curb, gutter, and sidewalks. Alex has excellent written and verbal communication skills and a proven track record of performing and coordinating with various project stakeholders to ensure a project's successful completion.

Select Project Experience

City of Menlo Park
Chrysler Stormwater Pump Sation Improvements Project
Construction Inspector

Alex was a member of 4LEAF's inspection team for this $10.5 M project that included constructing a new stormwater pumping facility including an underground wet well, a pump and motor room, an electrical control room, an engine/generator room, pumping equipment, electrical equipment and controls, automatic standby diesel engine generator with integral fuel tank, on-site storm drain improvements, water and fire protection services, site grading, demolition of old pump station and driveway and pavement improvements. The project required extensive coordination with PG&E for the relocation of electrical switchgear and a transformer The Chrysler Pump Station is located immediately adjacent to META's main campus which requires special considerations to minimize impacts to the adjacent buildings and inhabitants. The project was partially funded through a $5M grant from the Federal Emergency Management Agency (FEMA) through the Cal Office of Emergency Services (OES) and requires compliance with federal grant requirements.

Alex was responsible for providing daily inspections and documenting job-related activities, monitoring the contractor's compliance with requirements for off-site disposal of contaminated soil and groundwater, and monitoring and documenting the contractor's work for compliance with contract plans and specifications.

City of Cupertino
All-Inclusive Playground at Jollyman Park Project
Construction Inspector
Alex was part of 4LEAF's inspection team for this $3.95M project that was funded through the Santa Clara County All-Inclusive Playground Grant (AIPG) program. The project replaced and expanded the existing playground area in the southwest portion of Jollyman Park with a new all-inclusive play area and supporting facilities. The new park will support recreation and social interaction for people with autism, sensory challenges, cognitive, developmental, and physical disabilities, and those without special needs. The project involved demolition of existing playground facilities, installation of a new all-inclusive play area, associated play elements, picnic areas, fencing, a custom interactive art piece, pathways, landscaping, restroom, irrigation, and underground utilities. During construction, the City issued a design change order for installing 40 lineal feet of a new sanitary sewer lateral to connect the new restroom to the City's sanitary sewer main along South Stelling Road. that was connected. In addition, the PG&E primary power conduit was installed using direct bore technique to avoid damaging heritage tree roots.

County of San Mateo Public Works Department
Higgins Canyon Bridge at Mills Creek Embankment and Wingwall Repairs Project
Construction Inspector
Alex was 4LEAF's full-time on-site inspector for this $650,000 project that consisted of repairing the failing embankment and exposed wing wall of the bridge. Work performed consisted of constructing a soldier pile concrete lagging retaining wall with ground anchors, installing a wing wall underpinning system, removing an existing sacked concrete weir in the creek channel, installing, and compacting backfill, and constructing drainage improvements including a concrete gutter with drop inlet and down drain. Work also includes installing a rock slope protection revetment with soil and plantings, and erosion control/slope protection. The project was covered under the County's Routine Maintenance Program which includes permit coverage from many regulatory agencies and required compliance with the Mitigation Monitoring and Report Plan. Mills Creek is a perennial stream, and the project team performed preconstruction surveys [nesting birds and bats, special plant species, special species (San Francisco garter snake, California red-legged frog, California tiger salamander, coho salmon, and steelhead trout)], and fish relocation.

Alex was responsible for providing daily inspections and documenting job-related activities (daily reports and photographs) and the contractor's adherence to contract plans and specifications; coordinating with the project's biologists for daily project sweeps; monitoring the contractor's compliance with the project's MMRP and stormwater pollution prevention protection BMPs; coordinating with the various special inspection and materials testing sub-consultants; and reporting all discrepancies requiring corrective actions to 4LEAF's Construction Manager.

City of San Mateo
North Shoreview Flood Improvements Project
Construction Inspector
Alex was part of 4LEAF's team performing construction inspections for this $30M project that was constructed to allow for more than 2,000 homeowners in surrounding neighborhoods to apply for a Federal Emergency Management Agency (FEMA) flood insurance exemption. The project included constructing a temporary detour segment of the Bay Trail around the project locations and through the North Shoreview neighborhood; upgrading electrical controls, correcting structural deficiencies, installing backup power generation, installing new pump station outfalls, and increasing pumping capacities at the Coyote Point and Poplar Ave. pump stations; raising a 1,300-foot levee segment; and installing a riparian mitigation area along the permanently-altered streambed.

During various phases of work, Alex performed inspections and observation of the installation of micropiles; excavation, grading, and compaction of the levee; installation of structural rebar; concrete pours; installation and testing of 8-inch ductile iron piping; installation of 48-inch HDPE piping; construction of masonry block building and roof trusses; installation of various electrical conduits; installation and startup testing of the new pump station motor control center (MCC) panels and four axial pumps (each capable of 45,000 gpm flow); assisted in data collection during the pump station commissioning; and observed the switchover to the new SCADA system that was implemented. Alex also had daily interaction with biological monitors during various phases of work.

San Francisco Municipal Transportation Agency
Senior Construction Inspector
Prior to joining 4LEAF, Alex provided construction inspections for various San Francisco Municipal Transportation Agency (MUNI) CIP projects and ensured compliance with plans and specifications, applicable codes, and environmental and safety regulations. Projects included light rail track construction, overhead contact system, traction power, power substation renovations, building construction, roadway improvements, and ADA retrofits. Alex reviewed plans, specifications, and shop drawings for compliance during construction; verified quantities, dimensions, safety requirements, and quality of work; monitored labor, materials, and equipment associated with construction; provided oversight of construction testing to ensure quality assurance; reviewed project schedules and implemented inspection plans; coordinated construction activities; and participated in field meetings. Alex worked on various MUNI/BART projects that included installation of several thousand feet of underground and above-ground electrical conduit (PVC, 4-inch HDPE, and up to 6-inch-diameter galvanized rigid conduit). Alex also observed all the electrical cable pulling associated with the electrical conduit work. Alex inspected LRV track construction including alignment and track gauge. These were on direct fixation and ballasted tracks. Inspected and documented OCS construction including supporting poles. Alex also inspected new pedestrian and LRV traffic signals.

San Francisco Department of Public Works
Construction Inspector
Prior to joining 4LEAF, Alex performed inspections for San Francisco Department of Public Works projects in the public right-of-way ensuring compliance with street use permits and confirming proper street restoration. Projects included PG&E gas service upgrades, San Francisco Water Department water service upgrades, traffic signal installations, and ADA-compliant curb ramp installations. Alex monitored the progress of work and provided quality assurance inspections in the public right-of-way including streets, sidewalks, sewer laterals, storm drain lines, manholes, underground storage tanks, electrical vaults, trench excavations, and maintenance repair projects. Alex worked on numerous street reconstruction and paving projects. Alex also established and maintained contacts with contractors, utility company representatives, various City agency representatives, and permittees. Components of the work included sewer lateral replacements, culverts, sewer mains (6-inch to 12-inch VCP), and larger size RCP up to 300 feet in length. Alex has overseen the installation of sewer manholes, and several hundred feet of ductile iron water main installation/relocation (8-inch to 12-inch diameter). Alex also inspected work performed by PG&E during multi-year low-pressure gas line upgrades throughout the City of San Francisco.

San Francisco Department of Public Works Materials Testing Laboratory
Materials Testing Technician
Prior to joining 4LEAF, Alex performed quality assurance testing of construction materials including concrete, reinforcing steel, asphalt concrete, coarse and fine aggregates, and soils; coordinated and oversaw the U.S. Department of Commerce Cement and Concrete Reference Laboratory (CCRL) inspection of the laboratory; coordinated safety tailgates and inspections as Safety Officer; and collected and interpreted engineering data in the laboratory.

Josh Pickett

Public Works Inspector

Experience
- 6+ years

Certifications and Training
- Radiation Safety and Use of Nuclear Gauges
- OSHA 30- Hour Safety Training
- OSHA 10-Hour Safety Training
- Confined Space Entry Training
- ACI Grade I

Education
- B.A. History, 2014, Reinhardt University, Waleska, GA

Military Service
- U.S. Army National Guard, Rank E-4, Fire Team / Squad Leader while serving in Afghanistan and Iraq.

Experience Summary

Josh has more than six years' experience in the construction industry performing construction inspections, quality control inspections, and special inspections / materials testing on a variety of heavy civil engineering projects throughout the United States. His experience includes inspecting underground utilities (sanitary sewer pipelines, including pipe bursting and open trench installations, storm drain lines, natural gas, domestic and reclaimed water lines, and electrical conduit); above-ground electrical lines; grading and earthwork; and bridge construction projects. Josh has excellent written and verbal communication skills and has experience with numerous computer software platforms, including MS Office and SharePoint, Procore, and BlueBeam.

Select Project Experience

City of Pleasanton

2025 Annual Curb and Gutter Replacements for Street Resurfacing Project

Construction Inspector

Josh was 4LEAF's full-time Construction Inspector for this $610,000 project that was performed at numerous locations, and in advance of the City's annual street resurfacing project. The Project included demolishing and replacing 51 pedestrian ramps; installing 3,500 square feet of sidewalks and driveways; constructing 660 lineal feet of curb and gutters;, installing 380 lineal feet of median island curbs; installing seven glue-down ADA domes; grinding the curb lips flush; installing hot mix AC pavement; and associated work. Josh also performed as-needed encroachment permit inspections for the City's Engineering Department.

County of San Mateo Public Works Department

Tunitas Creek Beach Improvements Project

Construction Inspector

Josh was 4LEAF's Construction Inspector for this $12M project that transformed the site into the County's first new public beach and park in more than 50 years. Construction included clearing and grubbing dense vegetation; performing slope stabilization, drainage system piping, landslide repairs, and mass / fine earthwork grading in the areas between Highway 1 and the beach located nearly 100 feet below. The project included building a new 2,000+ lineal foot long pedestrian trail constructed with 100+ soldier piles, retaining walls, wood decking and steps, metal handrails, lighting, and a GraniteCrete surface; constructing an amphitheater and reclaimed timber benches; installing a new park ranger shed and public restrooms; constructing a new vehicle access road from the parking lot to the beach area; constructing a new off-ramp from Highway 1 and new parking lot equipped with EV charging stations; installing bioretention areas; and installing new storm drain piping and inlets and new erosion control systems. The

project required a Caltrans encroachment permit and extensive coordination with Caltrans, PG&E, AT&T, and Comcast.

City of Cupertino
Wilson Park Basketball Court Renovation and Community Gardens Improvements Projects
Construction Inspector
Josh performed construction inspections for these two adjoining and concurrent projects. The Basketball project included performing lime treatment of court subgrade; court and adjacent walkway excavations' asbestos-containing pipe (ACP) remediation; paving and placement of concrete flatwork; storm drainage system modifications; installation of 10 ft. deep reinforced hoop footings; acrylic surfacing of the court, and landscape restoration (hydroseeding and irrigation adjustments). The Community Gardens project included installation of a new irrigation system; subgrade placement of geotextile fabric rodent entry; construction of new corrugated metal panel and wire mesh fencing; installation of 14 new planter boxes and two ADA-compliant planter boxes; site appurtenances (Tuff Shed, benches, garden table); vehicular and pedestrian concrete flatwork; AC paving, and landscaping.

Josh's responsibilities included performing full-time inspection services and monitoring / documenting the contractor's work for adherence to contract documents; maintaining thorough daily inspection reports and documentation of daily activities (daily reports and photographs); outreach with adjoining property owners and park patrons; continually monitoring the contractor's contractors' compliance with erosion control requirements; performing on-site coordination of materials testing and special inspections; and reporting all discrepancies requiring corrective actions to 4LEAF's Construction Manager and the contractor.

City of Watsonville
Green Valley and Freedom Blvd. Water and Sanitary Sewer Improvements Project
Construction Inspector
Josh performed construction inspections supporting 4LEAF's inspection team for this $3.24 project that consisted of installing approximately 2,625 linear feet of 14- to 18-inch potable DIP and PVC water pipeline (including associated valves, blow-off assemblies, service laterals fire service, and fire hydrants) by open-cut methods and approximately 3,000 linear feet of 8- to 10-inch HDPE sanitary sewer pipeline by open cut, slip line, and CIPP methods.

Josh's responsibilities included performing public outreach with local businesses and residents; performing project documentation of daily activities (daily reports and photographs); monitoring and inspecting the contractor's work for adherence to contract plans and specifications; continually monitoring the contractor's traffic control measures to ensure compliance with the project's traffic control plans; monitoring the contractors' daily storm water protection; and reporting all discrepancies requiring corrective actions to 4LEAF's lead inspector.

City of Daly City
Mussel Rock Gabion Wall and Stormwater Maintenance Project
Construction Inspector
Josh was 4LEAF's Construction Inspector for this $2M project that included the removal and replacement of approximately 300 lineal feet of an existing gabion wall and associated earthwork and grading; relocating and covering landfill material onsite; cleaning out the existing silting basin and constructing a new berm structure and repairing a damaged drainage standpipe; performing emergency repairs and slope stabilization in a landslide area; replacing and rerouting the storm drain system from the upper landfill; installing HDPE pipe and connections, removing existing manholes/catch basins and installing new structures; resetting and replacing half-round corrugated metal pipe (CMP); cleaning existing CMP

drainage channels and clearing existing sediment and vegetation along the channels; and performing final stabilization/hydroseeding of disturbed soil areas.

Josh's responsibilities included providing daily inspections, preparing daily reports and photographic documentation of activities; monitoring and documenting the contractor's work for adherence to contract plans, specifications, and approved change orders; monitoring the contractors' daily storm water protection; coordinating special inspection and testing with the third-party materials testing and special inspection firm; reporting all discrepancies requiring corrective actions to 4LEAF's Construction Manager; reviewing contractor monthly pay requests and providing feedback to 4LEAF's Construction Manager for payment; and developing "punch list" items and following-up with corrective measures with 4LEAF's Construction Manager.

City of San Mateo
North Shoreview Flood Improvements Project
Construction Inspector
Josh was a member of 4LEAF's inspection team performing construction inspections for this $30M project that is being constructed to allow for more than 2,000 homeowners in surrounding neighborhoods to apply for a Federal Emergency Management Agency (FEMA) flood insurance exemption. The project includes constructing a temporary detour segment of the Bay Trail around the project locations and through the North Shoreview neighborhood; upgrading electrical controls, correcting structural deficiencies; installing backup power generation, installing new pump station outfalls, and increasing pumping capacities at the Coyote Point and Poplar Ave. pump stations; raising a 1,300-foot levee segment; and installing a riparian mitigation area along the permanently-altered streambed. During various phases of work, Josh performed inspections and observations of installation of micropiles; excavation and compaction of the levee; installation of structural rebar; various concrete pours; installation and testing of 8-inch ductile iron piping; installation of 48-inch HDPE piping; and construction of a masonry block building and roof trusses.

City of Mountain View
Contract Construction Inspector
Prior to joining 4LEAF, Josh worked for a consultant as a Construction Inspector overseeing the completion of excavation permits for public and private utilities being installed in the City of Mountain View. He was responsible for setting up pre-construction meetings with contractors to review City standards and reinforcing protocols for the work. Josh inspected the completed work and signed off excavation permits. Utilities inspected included natural gas pipelines, domestic and reclaimed water lines, aerial and underground power line installations, storm, and sewer pipelines. Josh served as an inspector for the MK Pipelines underground utility demolition and installation of sanitary sewer pipelines for the Intuit Building along Bayshore Drive and Middlefield Road. The contractor used pipe bursting techniques to replace an 8-in. diameter vitrified clay pipe and replacement with HDPE pipe. Josh also performed inspections on the City's behalf for Caltrans' subbase resurfacing and paving for Hwy 237 and roadway improvement work and traffic control along El Camino Real.

Texas Department of Transportation, Houston, TX
Contract Quality Control Inspector I
Prior to joining 4LEAF, Josh worked for a consultant as a Quality Control Inspector for numerous State of Texas Department of Transportation (TXDOT) projects.

•Highways and Bridges. Josh performed inspections during the casting and placement of girders, deck panels, and barriers for major state government projects and worked as a Quality Control (QC) Inspector at the largest precast plant in Texas overseeing daily operations for projects and all work for TXDOT. Tasks

including preparing daily and monthly written reports; photo documentation of daily activities; performing inspections of precast and prestressed concrete components, rebar, and welding inspections; conducting pre-pour inspections prior to concrete placement and ensuring rebar size, measurements and clearance covers were in compliance with project plans and specifications; monitoring concrete placements to ensure quality of mix design, air, temperature, and workability; performing post-pour inspections of all cast products to ensure no damages, defects, or abnormal cracking and swaps; and informing TXDOT staff for major issues or problems that occurred onsite.

•Metro Area Interstate Highways 610, 10, and 45 Reconstruction Projects. Josh performed oversight of the casting of girders, U beams, pilings, deck panels, metal stud crete (MSC) wall systems, and retaining walls. He inspected rebar in columns, girders, and footings to ensure it was installed with correct size and length, correct location, installed with no rust and/or pitting, and installed per the approved plans and specifications. Josh visually inspected the placement of concrete during pours for girders and beams for each line to ensure compliance with TXDOT specifications. He performed batch plant inspections to ensure batch was in accordance with TXDOT plans issued for that girder, beam, or MSC wall. Inspected deck panels and barriers; coping on outside of bridge deck for all overpass structures to ensure rebar measurements and concrete were installed per specifications and TXDOT requirements.

Various State and Local Roadway Projects, Atlanta, GA
Consultant Construction Inspector II
Prior to joining 4LEAF, Josh worked for a consultant as a Construction Materials Testing and QC Inspector. Josh performed inspections of roadway work per area standards and ensured that work was performed per the Georgia Department of Transportation and local requirements. He monitored grading and site-clearing work prior to vertical construction. He performed testing and sampling of roadway materials including asphalt, concrete, and soi; oversaw construction site work and conducted on-site field inspections; maintained detailed records of daily, weekly, and monthly job site activities; maintained detailed information on changes in work and abnormal conditions observed during construction phases performed erosion control monitoring on a weekly basis for multiple job sites; routinely met with project engineers and general contractors to discuss job plans, phases, and work schedules; performed construction site assessments; performed records searches of sites. Josh also performed inspections for reinforced steel, structural placements, precast concrete, building pads, and foundations for the Atlanta Airport Business Park, the Emory Hospital, and several large retail development projects.

United States Army National Guard, Fort Riley, KS
Calvary Scout Team Leader
Josh performed reconnaissance and surveillance at various locations including Afghanistan and Iraq.

Chad Martin

Construction Inspector

Education
- B.S. Construction Management, May 2020, California State University, Chico.

Training
- 10-hr OSHA Construction
- HDPE Pipe (up to 8 inch) Welding Certified, 1998

Experience Summary

Chad has more than 25 years of construction experience. Chad's experience in the construction industry began in the trades gaining skills and knowledge in heavy equipment operations, concrete, asphalt, electrical, carpentry, HVAC, and plumbing. As a Public Works Inspector, Chad has inspected a variety of project components including pump station upgrades; storm drain, sanitary sewer, and potable water pipelines using open trench methods; asphalt paving; and sidewalk and driveway concrete work. Chad is also experienced in using the cloud-based document control system Procore. Chad owned and operated CCM Plumbing, Inc. for five years and performed all aspects of the business including client relations, marketing, hiring, and training employees, and estimating.

Select Project Experience

City of San Mateo North Shoreview Pump Station Upgrades and Flood Improvements Project

Construction Inspector

Chad performed construction inspections for this $30M project that was constructed to allow for more than 2,000 homeowners in surrounding neighborhoods to apply for a Federal Emergency Management Agency (FEMA) flood insurance exemption. The project included constructing a temporary detour segment of the Bay Trail around the project locations and through the North Shoreview neighborhood; upgrading electrical controls, correcting structural deficiencies, installing backup power generation, installing new pump station outfalls, and increasing pumping capacities at the Coyote Point and Poplar Ave. pump stations; raising a 1,300-foot levee segment; and installing a riparian mitigation area along the permanently-altered streambed. During various phases of work, Chad observed the installation of more than 200 micropiles, several large temporary cofferdams within the San Francisco Bay, sheet pile shoring, excavation and compaction of more than several thousand cubic yards of soil, installation of structural rebar, approximately 1,000 cubic feet of concrete pours, installation of 8-inch ductile iron piping, installation of 48-inch ductile iron discharge piping, and high voltage PG&E service transformer installation. Chad had daily interaction with biological and cultural/archeological monitors during various phases of work.

Mid Peninsula Water District
Old County Road Waterline Improvement Project Phase 1

Construction Inspector

Chad was 4LEAF's lead inspector for this $4.5M project that consisted of replacing approximately 3,200 linear feet of 4- and 8-inch cast iron (CI) and 20-inch concrete cylinder pipe (CCP) transmission lines with construction dating back to the 1930s with new 8- and 20-inch polyvinyl chlorinated (PVC) pipe along Old County Road between Ralston Avenue and F Street, and a separate 450-foot section along Ralston Avenue between Old County Road and Elmer Street. The project included demolition and abandonment of existing pipe and installation of new pipe, fittings, valves, fire hydrants, copper domestic service laterals, and

reconnection of fire services to the new water main. Most of the work was performed at night to accommodate necessary lane closures for construction.

City of Cupertino
All-Inclusive Playground at Jollyman Park Project
Construction Inspector
Chad was part of 4LEAF's inspection team for this $3.95M project that was funded through the Santa Clara County All-Inclusive Playground Grant (AIPG) program. The project replaced and expanded the existing playground area in the southwest portion of Jollyman Park with a new all-inclusive play area and supporting facilities. The new park will support recreation and social interaction for people with autism, sensory challenges, cognitive, developmental, and physical disabilities, and those without special needs. The project involved demolition of existing playground facilities, installation of a new all-inclusive play area, associated play elements, picnic areas, fencing, a custom interactive art piece, pathways, landscaping, restroom, irrigation, and underground utilities. During construction, the City issued a design change order for installing 40 lineal feet of a new sanitary sewer lateral to connect the new restroom to the City's sanitary sewer main along South Stelling Road. that was connected. In addition, the PG&E primary power conduit was installed using direct bore technique to avoid damaging heritage tree roots.

County of San Mateo Public Works Department
Tunitas Creek Beach Improvements Project
Construction Inspector
Chad was a member of 4LEAF's inspection team that provided inspections for this $12M project that transformed the site into the County's first new public beach and park in more than 50 years. Construction included clearing and grubbing dense vegetation; performing slope stabilization, drainage system piping, landslide repairs, and mass / fine earthwork grading in the areas between Highway 1 and the beach located nearly 100 feet below. The project included building a new 2,000+ lineal foot long pedestrian trail constructed with 100+ soldier piles, retaining walls, wood decking and steps, metal handrails, lighting, and a GraniteCrete surface; constructing an amphitheater and reclaimed timber benches; installing a new park ranger shed and public restrooms; constructing a new vehicle access road from the parking lot to the beach area; constructing a new off-ramp from Highway 1 and new parking lot equipped with EV charging stations; installing bioretention areas; and installing new storm drain piping and inlets and new erosion control systems. The project required a Caltrans encroachment permit and extensive coordination with Caltrans, PG&E, AT&T, and Comcast.

City of Menlo Park
2023 Street Resurfacing Project
Construction Inspector
Chad performed construction inspections for the City's 2023 Street Resurfacing Project for twelve (12) primary locations and four (4) bid alternate locations throughout the City of Menlo Park. The project's scope of work included installing new sidewalks, curb and gutters, valley gutters, ADA curb ramps, and speed humps; and performing grinding, asphalt dig outs, AC overlays with hot mix asphalt, tree root repairs, utility cover adjustments, and traffic striping.

City of Pacifica
Balboa Way Repair Project
Construction Inspector
Chad was 4LEAF's Inspector for this $2.2M street and utility repair project on Balboa Way between Anza Drive and Arguello Blvd. The improvements consisted of restoration of the entire extent of the residential area of Balboa Way between Anza Drive and Arguello Boulevard as well as private driveways. The project included the replacement/repair of approximately 27,300 square feet (SF) of roadway asphalt,

replacement of approximately 5,170 SF of sidewalk including curb and gutter, replacement of 10 private driveways, construction of four ADA curb ramps, replacement of approximately 630 lineal feet (LF) of 8-inch-diameter high-density polyethylene (HDPE) sanitary sewer pipe (SDR 17) by open trench, replacement of approximately 155 LF of 24-inch HDPE sanitary sewer pipe (SDR 17) by open trench, abandonment and relocation of approximately 720 LF of a 6-inch-diameter ductile iron water main line, replacement of approximately 90 LF of 18-inch reinforced concrete pipe (RCP) storm drain line with 18-inch HDPE (SDR 17) pipe by open trench, construction of three new sanitary sewer manholes, leak repair using grout injection and interior coating, pressure testing of seven existing sanitary sewer manholes, and re-establishing sanitary sewer lateral tie ins. Included installation of fire hydrants, and approximately 20 new water meters. Several water mains were connected using a 'hot tap' method and all potable water lines were disinfected and BAC-T testing conducted by 3rd party prior to use. Included removal and disposal of transit (asbestos-containing) pipe that was previously used for potable water.

Chad provided full-time inspections of the contractor's activities to confirm work performed was in compliance with the plans and specifications, maintained detailed daily inspection reports and photo documentation, performed daily public outreach to local residents, scheduled special inspections and materials testing, and assisted 4LEAF's Construction Manager with verifying quantities of materials for the contractor's monthly pay applications.

City of Los Altos Fremont Ave. Street Rehabilitation Project

Construction Inspector

Chad was 4LEAF's Construction Inspector for the construction phase of the City's Fremont Ave. Street Rehabilitation Project. The project included repairing the Fremont Ave. roadway surface between Grant Road and Stevens Creek Bridge. Work included traffic control; removal of existing vegetation in medians and roadway shoulders, griding and removal of the upper 1 ½ inches of asphaltic concrete and replacing with cold-in-place (CIR) asphalt; removing and resetting utility covers to match final grade; placing shoulder backing along edge of pavement; replacing traffic inductor loops; miscellaneous repairs to driveway entrances and installing traffic striping.

City of Pacifica Serra Drive Storm Drain Outfall Repair Project

Construction Inspector

Chad was 4LEAF's inspector who performed construction inspections and biological survey construction monitoring for this project including the demolition and removal of the existing concrete spillway, headwall, and HDPE storm drainpipe; construction of a coffer dam to divert flows around the construction site; slope grading; construction of seven new reinforced concrete piers, concrete spillway, headwall, and wing walls; installation of new rip rap and new partially grouted rip rap energy dissipator; and site restoration. The project was completed along San Pedro Creek which is a perennial stream that flows through Pacifica. The project was constructed in conformance with U.S. Fish & Wildlife Streambed Alteration Agreement requirements. Existing fish or wildlife resources identified as potentially being adversely impacted included the California red-legged frog, the San Francisco dusky-footed woodrat, Steelhead – Central CA Coast DPS, the Western red bat, and nesting birds.

Clayton Jones

Public Works Inspector

Experience
- 20+ years

Certifications and Training
- Nuclear Gauge Operation and Radiation Safety
- Concrete Certification
- SWPPP, QSP
- MUNI Safety Training
- Construction Management, ACOE
- FEMA Disaster Inspector Training

Experience Summary

Clayton has more than 20 years of experience in the construction industry performing construction inspections, quality control inspections, hydrographic surveying, and special inspections / materials testing on a variety of heavy civil engineering projects throughout California. His experience includes inspecting underground utilities (sanitary sewer pipelines, meters, storm drain lines, natural gas, potable and reclaimed water lines, and electrical conduits); above-ground electrical lines; grading, soil, and earthwork; highways, housing subdivisions, and waterside projects. Clayton has exceptional written and verbal communication skills and is a dedicated individual driven to deliver quality inspections.

Select Project Experience

City of Redwood City Engineering and Transportation Department
Cambridge and Emerald Hills Watermain Replacement Project
Construction Inspector
Clayton was 4LEAF's Construction Inspector for this $3.8M project that included installing 6,787 lineal feet of new 8-inch C900 water main piping and 980 lineal feet of new 12-inch C900 water main piping using open trench methods in various residential neighborhoods. The Project also included installing all valves, couplings, air release valves, blow off assemblies, tapping sleeves, corrosion protection, restraints, tie-ins to existing water mains, new fire hydrant assemblies to existing and new water mains, abandoning existing water services, trench backfill and compaction, pavement restoration and slurry seal where required in San Mateo County right-of-way.

City of Cupertino Public Works Department
De Anza Blvd and McClellan Road Intersection Improvements Project
Construction Inspector
Clayton was 4LEAF's Construction Inspector for this $1.4M project that consisted of civil and traffic signal improvements including site demolition and potholing for existing utilities, installation of a bike lane median and ADA-compliant sidewalks and ramps, relocation of underground utilities (storm drain and electrical), horizontal directional drilling and pulling conduit for new electrical conduit, construction of a traffic signal controller and cabinet, construction of new traffic and light poles, and performing AC paving and traffic striping. All work was performed within the existing City right of way. The project was constructed in high vehicle and pedestrian traffic areas and adjacent to numerous active businesses and required continuous public outreach during construction.

City of Menlo Park
Chrysler Stormwater Pump Sation Improvements Project
Construction Inspector
Clayton is a member of 4LEAF's inspection team for this $10.5 M project that includes constructing a new stormwater pumping facility including an underground wet well, a pump and motor room, electrical

control room, engine/generator room, pumping equipment, electrical equipment and controls, automatic standby diesel engine generator with integral fuel tank, on-site storm drain improvements, water and fire protection services, site grading, demolition of old pump station and driveway and pavement improvements. The project requires extensive coordination with PG&E for the relocation of electrical switchgear and a transformer. The Chrysler Pump Station is located immediately adjacent to META's main campus which requires special considerations to minimize impacts to the adjacent buildings and inhabitants. The project is partially funded through a $5M grant from the Federal Emergency Management Agency (FEMA) through the Cal Office of Emergency Services (OES) and requires compliance with federal grant requirements.

Green Valley Consulting Engineers

Construction Inspector

Prior to joining 4LEAF, Clayton performed civil infrastructure inspections on behalf of Green Valley Consulting on the following projects.

- Various City of Rohnert Park Projects. Clayton performed inspections for the new 1,200-home Vast Oaks Development project and the Rohnert Park Expressway Widening and Improvements project that included construction of new underground utilities (potable water, sanitary sewer, and storm drain piping and manholes/inlets), curb and gutter, sidewalks, roadway construction (lime treatment of site soils, subgrade, and AC paving), and street light installation.

- Sonoma County Infrastructure Inspections. Clayton performed inspections for the Full-Depth Reclamation (FDR) and AC Overlay project that included AC paving, FDR, ditch maintenance, and striping for Neeley Road, Kennedy Road, Washinton School Road, Joy Road, East Todd Road, Wilson Lane, Lohrman Lane, and Cherry Ave.

- County of Marin County Instructure Road Seal Project. Clayton performed inspections for the road slurry seal and striping work on Sir Francis Drake Road, Pt. Reyes-Petaluma Road, Tomales Road, and Lucas Road.

- City of American Canyon Housing Development Inspections. Clayton performed inspections of all underground utility installations and pressure and vacuum testing for potable water and sanitary sewer piping. He also performed inspections for curb and gutter, sidewalks, and driveway aprons, as well as the Newell Road AC paving and restoration project. Clayton also served as an inspector for several PG&E projects, AT&T projects, warehouse, and school projects constructed in the City of American Canyon.

- Tiburon Rule 20B Underground Project. Clayton was the Quality Assurance inspector for Tiburon performing inspections during trench excavation, PG&E conduit installation, and trench restoration and for construction of new sidewalks and AC paving.

- Various City of Santa Rosa Projects**.** Clayton performed inspections for numerous City utility projects including PG&E, AT&T, Verizon, CableCom, and Turn Around Communications for the cellular small cells being placed. He inspected the horizontal borings and street curb and gutter restoration. Clayton also was the resident inspector for the Village Station Bay Village Wildflower residential subdivisions, the Stony Point Road Underground Utility Project, and various other City civil infrastructure projects.

Construction Inspector – Various Construction Projects

- Bay Area Rapid Transit (BART), Warm Springs Station Fremont, CA. As a contract inspector for the Allen Group, Clayton performed inspections for all retaining walls and sound walls that included reinforcing

steel, concrete, and block wall construction. He also inspected the placement of aggregates, ballast, and tire-derived aggregate (TDA) materials along the track alignment. He also performed inspections for new roads, parking areas, sidewalks, curbs and gutters, streetlights, underground vaults, irrigation systems, and environmental features.

- Highway 29 Improvement Project, St. Helena, CA. Clayton performed inspections for new utility trenching and installation of utilities on the highway and private land belonging to wineries, businesses, and residential homes. He also performed soils compaction testing of placed materials using a nuclear gauge and performed observation/documentation of pressure testing for natural gas laterals.

- Hamilton Army Airfield Wetland Restoration Project & Levee Raising Project, Novato, CA**.** Clayton was the resident inspector for the levee & wetland project, performing soil classification using ASTM standards, soils compaction testing using a nuclear gauge and sand cones for levees, ponds, and separation berms.

- Army Corps of Engineers Levee Projects**.** Clayton was the ASTM soils inspector for the Natomas Levee Improvement Project, Feather River Levee Project, Natomas Cross Canal South Levee Phase 2 Project, and the Garden Highway Levee Project. During this project, he performed soil logging and classifications, collected soil samples, and visually observed the material for clay or silt and sand content before mixing the bentonite backfill.

- Army Corps of Engineers Dredging QA Projects**.** Clayton was contracted through Pacific Northwest Inspection Services to perform quality assurance inspections for the Army Corps of Engineers for Bay Area waterway dredging projects.

Panfilo Armas

Construction Representative

Experience
7 years

Education
- B.S. Civil Engineering, San Francisco State University
- M.S., Structural / Earthquake Engineering, San Francisco State University

Technical Skills
- AutoCAD
- Adobe
- Sketchup
- Cura
- Windows/Mac
- Google Drive
- ETrakit
- MATLAB
- BlueBeam
- Ultimaker
- Fusion 360
- Microsoft 360
- Central Square

Experience Summary

Panfilo is a highly motivated professional with a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Structural / Earthquake Engineering. In his past of role leading inspections for the City of South San Francisco's Engineering Division, he consistently demonstrated exceptional organizational and planning skills, ensuring the timely and accurate execution of responsibilities within the City's Public Right-of-Way. He was recognized for his strong abilities in public speaking, presentation, and negotiation, and his reputation for innovative problem-solving and leadership development. Panfilo has effective communication and interpersonal skills, enabling him to establish and nurture productive working relationships while effectively managing inspection teams. He is also bilingual in Spanish and English.

Select Project Experience

City of Menlo Park
Chrysler Stormwater Pump Sation Improvements Project
Construction Inspector

Panfilo was a member of 4LEAF's inspection team for this $10.5 M project that included constructing a new stormwater pumping facility including an underground wet well, a pump and motor room, an electrical control room, an engine/generator room, pumping equipment, electrical equipment and controls, automatic standby diesel engine generator with integral fuel tank, on-site storm drain improvements, water and fire protection services, site grading, demolition of old pump station and driveway and pavement improvements. The project required extensive coordination with PG&E for the relocation of electrical switchgear and a transformer. The Chrysler Pump Station is located immediately adjacent to META's main campus which requires special considerations to minimize impacts to the adjacent buildings and inhabitants. The project was partially funded through a $5M grant from the Federal Emergency Management Agency (FEMA) through the Cal Office of Emergency Services (OES) and requires compliance with federal grant requirements.

Panfilo assisted 4LEAF's Construction Manager with Contract Administration tasks and also provided daily inspections and documenting job-related activities, monitoring the contractor's compliance with requirements for off-site disposal of contaminated soil and groundwater, and monitoring and documenting the contractor's work for compliance with contract plans and specifications.

City of South San Francisco

Public Works Inspector/Plan Reviewer

Prior to joining 4LEAF, Panfilo worked as the lead consultant public works inspector for the City. As the lead inspector, his duties included scheduling inspections, utilizing the City's Central Square System for tracking daily and upcoming work, and monitoring and inspecting all work performed within the City's right-of-way. Projects included underground and street utility work, asphalt and concrete restoration, and implementing traffic control per the approved traffic control plans. Panfilo was also responsible for communicating with contractors for upcoming work, scheduling, and holding pre-construction meetings to ensure that work was performed in compliance with City standards and specifications. He was responsible for ensuring that contractors made inspection requests for work performed in the City's right-of-way for all above ground and underground utilities, and trench restoration work were performed in accordance with the City's standards.

City of South San Francisco

Plan Reviewer

During Panfilo's time with the City of South San Francisco, he performed building and civil plan reviews for large developments, tenant improvements, single-family housing, and street utility-line improvements. Panfilo prepared comment review letters for applicants, worked with various Bay area municipalities for conditions of approval for new development projects, and created standards for improving existing City infrastructure.

Engineering Research, ASPIRES Research at SFSU

Intern

While attending San Francisco State University, Panfilo worked as intern research that consisted of using Smart wearable devices to collect data during seismic activity for post-analysis. He ran a MATLAB program with wireless sensors to create an algorithm/code that would help synchronize multiple sensors on devices. He gave weekly presentations on work progress and how he overcame challenges. Published Research Paper: https://peer.asee.org/29215.

American Roofing Company

Supervisor

Before joining 4LEAF, Panfilo supervised job sites by directing workers so that they accurately and efficiently executed their tasks. He created solid relationships with clients to ensure that they had their questions and concerns addressed, and he organized and filed building permits, payroll, prepared invoices, and managed the company's business bank accounts.

Cindy Mendes

Construction Representative

Experience
9 years

Education
- B.S., Engineering Management, Civil Engineering Specialization, Illinois Institute of Technology.

Certifications
- OSHA 10-hr Outreach Training Program – Construction Trainer.

Experience Summary

Cindy has a Bachelor of Science degree in Engineering Management (Civil Engineering Specialization) and has more than nine years of inspection experience as a civil infrastructure / public works inspector. Cindy's background includes seven years in phase three horizontal construction as the owner's representative for water and sewer main rehabilitation on capital projects, ADA QC and QA compliance, including street repairs in the Public and Caltrans rights of way. She has extensive field experience inspector structural elements like rebar, traffic pole and RRFB (Rectangular Rapid Flashing Beacon) foundations with a strong emphasis on quality assurance and quality control. She holds a Chicago DOT Bridge inspection permit valid until December 2025. She has overseen all facets of roadway restoration including concrete, asphalt pavement / resurfacing, materials testing, trench maintenance and restoration, traffic control, yield calculation, and photo documentation. Additionally, Cindy's background includes two years with a transportation and structural engineering firm on Illinois DOT projects where she inspected traffic control cabinets, performed site engineering, inspected state tollways, and nurtured productive working relationships while effectively managing inspection teams. Cindy is also bilingual in Spanish and English.

Select Project Experience

City of Alameda, CA
Construction Inspector
Prior to joining 4LEAF, Cindy was a Construction Inspector on numerous City Capital Improvement Program (CIP) projects including sewer main rehabilitation, Highway Safety Improvement Program (HSIP), RRFB installation, paving, and ADA ramps. Cindy also performed drafting for the City's standard specifications and updated sanitary sewer as-builts in AutoCAD 2025 and Bluebeam. She supervised the City's Caltrans Grand Street OBAG 2 Rehabilitation Federal Aid Project.

Caltrans Grand Steet OBAG 2 Rehabilitation Federal Aid Project No. STPL-5014(048) | Alameda, CA
Cindy was responsible for enforcing SWPPP procedures, overseeing traffic control, and ensuring pedestrian safety throughout the two-phase project. She attended the preconstruction meeting, participated in field meetings to resolve conflicts, and coordinated agreement on quantities with the contractor and their subcontractors. During Phase I, Cindy participated in preconstruction meeting, documented in compliance with Caltrans requirements, and coordinated with the resident engineer and local agencies regarding adjacent projects. She supervised the installation of RRFB foundations, performed field inspections, and documented construction activities using the appropriate LAPM forms. This federal project is estimated at $1.2 million from federal grant funds.

Mecartney Road RRFB Project | Alameda, CA

Cindy was responsible for ensuring contractor compliance with SWPPP/BMP practices and documenting discrepancies, traffic control, and pedestrian safety throughout the Mecartney Road Rectangular Rapid Flashing Beacon (RRFB) Project. This project involved the installation of RRFBs to improve pedestrian safety. She addressed concerns from residents, documented field conflicts, such as cave-ins during RRFB foundation excavation, and participated in on-site meetings to resolve these issues. Cindy worked closely with the contractor and subcontractors to verify quantities and ensure that the work met project specifications, provided quality upgrades with existing pedestrian safety issues, while maintaining thorough construction records.

HSIP Grand Street Pedestrian Safety Improvements | Alameda, CA

Cindy worked closely with the contractor to ensure the successful installation of four compliant ADA corners at the intersection of Santa Clara and Grand Ave. under a state grant program, and installation of traffic pole foundations. This included ADA checks of each corner installed, truncated dome tiles and punch list items. The project included four major intersections to provide upgrades to existing pedestrian infrastructure such as truncated dome tile installation, new signage, traffic light reflective tape upgrades and PPB installations. She was responsible for conducting a final inspection of punch list items to the project manager, documentation of construction progress, and collecting material receipts.

Collins Engineers, Inc., Chicago, IL

Construction Engineer Inspector

Prior to joining 4LEAF, Cindy was a consulting Construction Engineer / Inspector performing traffic cabinet inspections for 200+ traffic camera installations per Chicago Department of Transportation (DOT) requirements. She also performed site engineering and supervision for 110 speed feedback sign installations for Chicago DOT projects; supervised emergency tollway generator refuels, and bridge and viaduct repairs across multiple job order contracts (JOC). Cindy received Illinois DOT (IDOT) QA PCC Level 1 concrete materials testing training.

Chicago DOT Emergency Bridge and Viaduct Repairs (JOC) | Chicago, IL

The Chicago DOT Emergency Bridge and Viaduct Repairs project focused on urgent repairs to the 100th Street Bridge and adjacent viaducts, with a specific emphasis on maintaining the operation of the bascule bridge over the Chicago River. Under a budget of estimated budget of this $200,000 Job Order Contract (JOC), Cindy ensured compliance with construction plans and safety protocols throughout the repair process in coordination with her team, and resident engineer. Her responsibilities included inspecting the structural elements, such as joints, scaffolding, supports, and the bascule mechanism, supervised the sidewalk installation to specification, and overseeing daily field inspections to ensure work met design specifications in a timely manner. Cindy also monitored the operation of the bascule bridge during repairs, minimizing disruptions to traffic. She documented and reported field activities, addressed contractor inquiries, and worked with the project manager to resolve scheduling conflicts, ensuring the project adhered to tight timelines and safety standards of this smaller budget repairs project.

Chicago DOT Emergency Bridge and Viaduct Repairs (JOC) | Chicago, IL

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Rubinos and Mesia Engineers, Inc., Chicago, IL

Restoration Inspector

Prior to joining 4LEAF, Cindy was a Restoration Inspector on numerous CIP projects which included:

- Performed inspections and preparing compliance reports for 3,000+ ADA ramps confirming compliance with IDOT standard.
- Prepared closeout documentation for two Chicago Department of Water Management (DWM) multimillion contracts with one-million-dollar residuals each.
- Measured and supervised incentivized small repairs for street leaks, and to address aldermanic complaints in the roadway.
- Calculated yields and approved quantities on site with the contractor along with photographic documentation of daily progress on multiple projects.
- Compiled contractor's invoiced work orders including materials testing results, photo documentation, quantities line items with yields, and concrete and asphalt materials testing reports from CDOT's construction management quality assurance database for submission to the project's Resident Engineer.

Robert Romero Jr.

Public Works Inspector

Experience Summary

Robert has more than 24 years of experience as a Construction Inspector. His experience includes maintaining excellent working relationships with co-workers and providing outstanding customer service to the public. He has inspected a variety of Capital Improvement Program (CIP) projects including flood control facilities including levees, roadways including various AC paving techniques, sidewalks, curb and gutters, and storm drain systems. He has extensive experience performing as a liaison between the public, general contractors, engineers, and supervisors. Robert ensured questions were addressed, disputes were settled, traffic control and storm water best management practices (BMPs) were installed and maintained, and project plans and specifications were met.

Select Professional Experience

Alameda County Public Works

Public Works Inspector III, Construction

Prior to joining 4LEAF, Robert was a Public Works Inspector III with the Alameda County Public Works Department. Robert inspected various Capital Improvement Program (CIP) construction projects and ensured the contractor's conformance with the plans and specifications. Projects inspected included repairs to flood control facilities, roadways, sidewalks, curb and gutters, and storm drain systems. Robert confirmed the project plans and specifications were followed by the contractor for construction methods, equipment, standards, workmanship, quantity, and quality of materials involved in the job. He collected samples of aggregates and other construction materials and requested field testing of materials as required. Robert was responsible for evaluating and negotiating contract change orders and monitoring the contractor's progress versus their project schedules. Robert monitored and documented project progress using digital photos, preparing daily field reports, maintaining as-built notes for each project, and recorded materials placed. He reviewed the contractor's progress payments for work completed and provided comments to the contractors for revisions or made recommendations to County staff for payments. Robert performed site walks for substantial and final completion and monitor the contractor's work site safety, installation of BMP's, and traffic control. He investigated and researched concerns from the public and other agencies regarding issues arising during construction.

consor



CITY OF DUBLIN, CALIFORNIA

Construction Management and Inspection Services

July 25, 2025



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344 Thomas L. Berkley Way, Suite #302C
Oakland, California 94612 | 415.543.6515

July 25, 2025

City of Dublin, Public Works Department
Attention: Julius Pickney, Management Analyst II
100 Civic Plaza
Dublin, California 94568
by email to: julius.pickney@dublin.ca.gov

RE: Statement of Qualifications to provide Construction Management and Inspection Services

Dear Julius and Selection Committee Members,

Consor PMCM, Inc. (Consor) is pleased to submit our qualifications to provide construction management and inspection services, including necessary materials and testing services, for capital improvements projects, developments and permits, to the City of Dublin. We are well qualified and highly motivated to provide construction management and inspection services to the City for various public works capital improvement, developments and encroachment permit projects. Consor has performed project management, construction management and inspection services for numerous public works agencies including the City of Dublin and has the personnel with the experience and expertise to successfully complete upcoming projects for the City.

As of February 10, 2025, Park Engineering, Inc. was acquired by Consor PMCM, Inc., a California Corporation and is now a wholly owned subsidiary of Consor PMCM, Inc. Consor is a North American infrastructure consulting firm, providing planning and design, structural assessment, and construction management. As part of Consor, the Park Engineering team with whom the City has worked through the years is now supported by a nationwide resource of over 1,800 professionals to support critical infrastructure projects and the communities we live in and serve.

As Principal-in-Charge and Project Manager, I will be the main contact with the City for technical and contractual issues, and I will be responsible for providing the City with the appropriate Consor resources for completing City projects. Having managed numerous on-call construction management and inspection services contracts for public agencies, I understand the types of projects that the City has planned, and the personnel required to successfully complete those projects. Depending on the timing and needs of the project, I will tailor the project team to meet the project demands. We have the expertise to meet the challenges of anticipated projects and will ensure that the work is successfully completed in accordance with all local, state and federal requirements.

All Consor staff have extensive experience in construction management and inspection for public works projects. Our Construction Managers include Steve Patterson, PE, with over 34 years of experience, Tricia Baxter, PE, with over 26 years of experience, Nelson Gonzales, with over 34 years of experience, and myself, with over 33 years of experience managing building, roadway, bridge, water and sewer, flood control, landscape and streetscape, utility, park, signal and lighting, and other public works construction projects for local, regional and State agencies who can be available to assist the City. Our construction inspection personnel all have extensive experience in public works construction projects and have worked independently as well as a part of a team to complete projects for many local agencies.

We acknowledge receipt of the RFQ issued on July 2, 2025 and an Addendum to RFQ issued on July 18, 2025. Should you have any questions or need additional information, please do not hesitate to contact me at 925.818.3756 or by email to jaemin.park@consorpmcm.com.

Sincerely,
Consor PMCM, Inc.

Jaemin Park, PE, *Contract Manager*
925.818.3756 | jaemin.park@consorpmcm.com

Ian Machan, PE, *Executive Vice President*
925.818.3756 | ian.machan@consoreng.com

Qualifications and Experience

Who is Consor?

Consor PMCM, Inc. is a wholly owned subsidiary of Consor North America, Inc. with deep roots in the San Francisco Bay Area. Our firm was established as Cooper Pugeda Management, Inc. in San Francisco in 1993 and in 2022, we joined Consor North America, bringing together the collective strength of 1,800 professionals to support critical infrastructure projects and the communities we live in and serve. Local Bay Area firm Park Engineering, Inc. was acquired by Consor PMCM in February 2025 and adds their highly qualified team of local construction management team members to our regional strength.

As a firm, we have served municipalities and other public agencies throughout California. We maintain offices in Oakland, Walnut Creek, San Francisco, Santa Clara, and Rancho Cordova. We offer program and construction management, construction inspection, scheduling, cost estimating, claims analysis, office engineering, and project controls to public agencies large and small. Our local staff of over 100 construction management professionals deliver projects focused on transportation and transit, water and wastewater infrastructure, aviation, shoreline resiliency, and buildings.

Consor combines its thorough experience in bridge, public utilities, aviation, highway, local roads, transit, building, and utility district projects, with the hands-on involvement and commitment of our principals. We have provided construction management services on bridge, highway, transit, and aviation projects for the Bay Area Infrastructure Financing Authority, Caltrans, Caltrain, BART, VTA, the City and County of San Francisco (Municipal Transportation Agency, Public Works, Public Utilities Commission, and SFO), Contra Costa County Public Works, and the County of Santa Clara among others working with a variety of federal, state, and local funding sources.

consor

A North American water and transportation infrastructure firm focused on going above, below, and beyond the surface to move people and communities forward.



Our Subconsultant

To enhance our in-house capabilities, we have added a specialty partner to our team to effectively address the special inspections and materials testing services required under this contract. We consistently work with firms that we know will provide a quality product in a timely manner and at an equitable price.

BSK ASSOCIATES

Founded in 1966, BSK Associates has been in business for 59 years and is a 100 percent employee-owned California S-corporation that provides construction observation/materials testing/special inspection, consulting engineering, and analytical laboratory services. BSK currently employs a staff of approximately 210 with offices and laboratories throughout California and Washington. Services for this contract will be delivered by their Livermore location.

BSK's construction services group provides quality assurance/quality control observation, monitoring, and testing of construction materials. They are knowledgeable of construction materials including aggregates, asphalt, reinforced concrete, structural steel, concrete, masonry, fireproofing, and are familiar with the associated construction processes and methods.

BSK's laboratories and technical staff are certified by a number of agencies including American Concrete Institute (ACI), American Welding Society (AWS), CA Division of the State Architect (DSA/LEA), Office of Statewide Health Planning & Development (OSHPD), CA Department of Transportation (Caltrans), International Code Council (ICC), U.S. Army Corps of Engineers (USACE), American Society for Non-Destructive Testing (ASNT), U.S. Bureau of Reclamation, and AASHTO Materials Reference Laboratory (AMRL).

Similar Project Experience

Consor is comprised of seasoned veterans who have worked with numerous local agencies throughout the San Francisco Bay Area for over 30 years. Our experience includes public works infrastructure and transportation, as well as capital improvement and building projects. Our firm currently holds on-call contracts with cities and counties throughout the Bay Area, so we understand not only the nature of the work, but also that our services will be required as-needed. We know how to staff such assignments so that the agency receives the best personnel for the project in the most efficient manner. We present seven of our most recent similar projects along with agency references who can speak to our strong commitment to partnership and exceptional project delivery.



Construction Management and Inspection Services

CITY OF DUBLIN, CALIFORNIA

CONTACT: Laurie Sucgang, PE, Assistant Public Works Director/City Engineer | City of Dublin 925.833.6630 | laurie.sucgang@dublin.ca.gov • **DURATION:** 2022 - ongoing • **STAFF:** Jaemin Park, Tricia Baxter, Rhea Bernardo, Dante Morabe, August Silva, Rolando Calvo

BRIEF DESCRIPTION: Consor provides construction management and inspection services for various improvement projects that include:

- Dublin Citywide Energy Upgrades Project ($25M)
- Dublin Boulevard Pavement Rehabilitation Project ($3.5M)



On-Call and Project Specific Project Management, Construction Management, and Inspection Services

CITY OF CONCORD, CALIFORNIA

CONTACT: Bernard Enrile, PE, Manager, CIP (formerly) | City of Concord | 925.671.3031 | bernard.enrile@cityofconcord.org • **DURATION:** 2015 – ongoing • **STAFF:** Jaemin Park, Steve Patterson, Brian Fleck, Chris Kinser, Andy Bodo, James Beauchamp, Danielle White, Kevin Dickens, August Silva

BRIEF DESCRIPTION: Consor has provided construction management and inspection services for City public works projects, including street rehabilitation, bicycle lanes, pedestrian improvements, bridges and roadway improvements. Projects include:

- Willow Pass Road Signal Upgrade Project ($2.2M)
- Denkinger Road Pavement Rehabilitation ($1.2M)
- Monument Blvd Class 1 Path Project ($4M)
- Clayton Road Traffic Operations Improvements ($450k)
- Bailey Road Crossing Enhancements



On-Call and Project Specific CM and Inspection Services

CONTRA COSTA COUNTY PUBLIC WORKS

CONTACT: Jenna Caldwell, Senior Civil Engineer | Design and Construction, Contra Costa County | 925.313.2020 | jenna.caldwell@pw.cccounty.us • **DURATION:** 2014 - ongoing • **STAFF:** Jaemin Park, Steve Patterson, Chris Kinser, James Beauchamp, Danielle White, Andy Bodo, Pablo Galindo

BRIEF DESCRIPTION: Consor staff worked on several federally-funded public works as well as privately funded developer projects, such as new subdivision construction and the expansion of local roadways and arterial improvements. Sample projects include:

- Kirker Pass Road Northbound Truck Climbing Lane Project ($15M)
- San Pablo and Wildcat Creeks Levee Remediation ($2M)
- 2023 Countywide Surface Treatment; 0672-6U2112 ($8M)



Project Specific and On-Call CM and Inspection Services

CITY OF PLEASANT HILL, CALIFORNIA

CONTACT: Ann James, PE, Public Works Director | City of Pleasant Hill 925.671.4646 | ajames@pleasanthillca.org • **DURATION:** 2013 - ongoing • **STAFF:** Jaemin Park, Tricia Baxter, Dante Morabe, Danielle White, Chris Kinser

BRIEF DESCRIPTION: Consor provided CM and inspection services to the City for project-specific, federally funded, and CCTA-funded projects, as well as on-call inspection and project management services.

- On-call inspection services for paving projects, street resurfacing, and watermain repairs
- Contra Costa Blvd Improvement Project ($4.7M)
- Golf Club Road Bridge Replacement Project ($4.5M)



On-Call CM and Inspection Services and Project Specific CM Services

CITY OF FREMONT, CALIFORNIA

CONTACT: Eric Hu, PE, Principal Transportation Engineer | City of Fremont | 510.494.4542 | ehu@fremont.gov • **DURATION:** 2016 - ongoing • **STAFF:** Jaemin Park, Andy Bodo, Chris Kinser

BRIEF DESCRIPTION: Consor provided on-call construction inspection services for various improvement projects that include:

- Fremont Blvd. Safe and Smart Corridor
- BART Way and Gateway Plaza Multi-Modal Improvements
- Fremont Blvd Widening Project, Phase II



On-Call PM, CM, and Inspection Services

CITY OF SAN PABLO, CALIFORNIA

CONTACT: Allan Panganiban, PE | City of San Pablo | 510.215.3062 | allanp@sanpablo.gov • **DURATION:** 2017 - ongoing • **STAFF:** Jaemin Park, Steve Patterson, Tricia Baxter, Pat Giles, Danielle White, Chris Kinser, Kevin Dickens

BRIEF DESCRIPTION: Consor provides CM and inspection services. Work includes inspection services for drainage, roadway, utility, or permit improvements. Consor team members also supplement the City's inspection personnel to verify contract compliance and document ongoing infrastructure projects. Projects including:

- Sutter Ave Urban Greening, Phase 1 ($3.6M)
- Wildcat Creek Restoration and Greenway Trail Project ($3.8M)
- San Pablo Ave Complete Streets Project ($6M)
- Plaza San Pablo Phase 3 & 4 Project ($1M)

References

Reference Name and Title	Agency	Contact Details	Dates of Service	Brief Description of the Contract
Ann James, PE Public Works Director	City of Pleasant Hill, California	p: 925.671.4646 e: ajames@pleasanthillca.org	2013 - ongoing	Consor staff provide CM and inspection services to the City for project specific federally and locally funded projects as well as on-call inspection and PM services
Eric Hu, PE Principal Transportation Engineer	City of Fremont, California	p: 510.494.4542 e: ehu@fremont.gov	2016 - ongoing	Consor staff deliver on-call CM and inspection services and project-specific CM services to the City of Fremont.
Marilou Auypan, PE Public Works Director	City of Union City, California	p: 510.675.5306 e: MarilouA@unioncity.org	2014 - ongoing	Consor staff provide CM and inspection services for specific local and grant funded projects as well as provide on-call inspection and CM

Key Staff Members

In the pages to follow, we highlight the qualifications of our proposed key team members who are expected to perform work on this contract. All of the proposed Consor Key Staff are available within the contract time frame to be assigned to your projects. Resumes of the full project team are included in the Appendix.

JAEMIN PARK, PE | *Principal-in-Charge/Project Manager/Construction Manager*

Experience: 33 years | **Joined Firm:** 2013 | **Professional Engineer:** CA #54476
Education: BS, Civil Engineering, California Polytechnic University, Pomona | **Availability:** 20–100% | **Current Assignments:** City of Dublin, City of Fremont

SUMMARY OF QUALIFICATIONS: Jaemin has 33 years of experience providing project management, construction management, construction administration, and design of highway, bridge, building, and public works infrastructure projects throughout California. He has provided claims analysis, mitigation and resolution support to state, regional and local agencies. Jaemin is an expert in federally-funded projects.

SIMILAR PROJECT EXPERIENCE:

- **ON-CALL CM AND INSPECTION SERVICES;** City of Dublin; *Project Manager/Resident Engineer*
- **ON-CALL CM AND INSPECTION SERVICES AND PROJECT-SPECIFIC CM SERVICES;** City of Fremont; *PM/RE*
- **PROJECT SPECIFIC AND ON-CALL CM AND INSPECTION SERVICES;** City of Pleasant Hill; *PM/RE*
- **ON-CALL PM, CM, AND INSPECTION SERVICES;** City of San Pablo; *PM/RE*

STEVE PATTERSON, PE | *Construction Manager*

Experience: 33 years | **Joined Firm:** 2014 | **Professional Engineer:** CA #54481
Education: BS, Civil Engineering, Michigan State University, East Lansing | **Availability:** 50% | **Current Assignments:** City of Berkeley, Marin County

SUMMARY OF QUALIFICATIONS: Steve has over 30 years of experience providing project management, construction management, construction administration, and design of buildings, facilities, highway, bridge, and other public works infrastructure projects throughout California. He has worked with state, regional, and local agencies in the capacity of project principal, project manager, resident engineer, structures representative, construction inspector, project engineer, and design engineer. He has contributed to numerous constructability/bid-ability reviews and value engineering studies to support state, regional, and local agencies.

SIMILAR PROJECT EXPERIENCE:

- **ON-CALL PM, CM AND INSPECTION SERVICES;** City of Berkeley; *PM/RE*
- **ON-CALL AND PROJECT SPECIFIC PM, CM, AND INSPECTION SERVICES;** City of Concord; *PM/RE*
- **PROJECT-SPECIFIC CONSTRUCTION SERVICES AND ON-CALL CM, INSPECTION, AND PM SERVICES;** City of Orinda; *PM/RE*

TRICIA BAXTER, PE | *Project Manager/Resident Engineer*

Experience: 27 years | **Joined Firm:** 2022 | **Professional Engineer:** CA #64185
Education: MBA, Management Sciences Option, California State University, East Bay; BS, Civil Engineering, California State University, Chico | **Availability:** 50–100% | **Current Assignments:** Contra Costa County, City of Millbrae

SUMMARY OF QUALIFICATIONS: Tricia has more than 27 years of experience in project and construction management, design, and contract oversight and development in the transportation engineering field. Tricia is very familiar with the Caltrans Local Assistance Procedures Manual (LAPM) and brings experience managing federally-funded roadway improvement projects. Successful past projects have included highly visible and politically sensitive streetscape, underground utility installation and relocation, and asphalt/concrete pavement projects.

SIMILAR PROJECT EXPERIENCE:

- **DUBLIN BOULEVARD PAVEMENT REHABILITATION;** City of Dublin; *Deputy Resident Engineer*
- **2020-21, 2021-22 & 2022-23 STREET RESURFACING PROJECTS;** City of Daly City; *Resident Engineer*
- **DOWNTOWN MONTEREY ROAD REHABILITATION;** City of Gilroy; *Project/Construction Manager*
- **ON-CALL AND PROJECT SPECIFIC PM, CM, AND INSPECTION SERVICES;** City of Concord; *PM/RE*
- **SUTTER AVENUE URBAN GREENING, PHASE 1;** City of San Pablo; *Resident Engineer*
- **FY 22-23 CITYWIDE SLURRY SEAL PROJECT;** City of San Pablo; *Resident Engineer*

NELSON GONZALES, PE, CCM, QSD | *Construction Manager*

Experience: 34 years | **Joined Firm:** 2023 | **Professional Engineer:** CA #56572 | **QSD:** #56572 **CMAA Certified Construction Manager:** #8108 | **Education:** Certificate of Project and Program Management, University of California, Santa Cruz | **Availability:** 50–100% | **Current Assignment:** Contra Costa Water District

SUMMARY OF QUALIFICATIONS: Nelson is a resident engineer and construction manager with 34 years of project and construction management experience. He has a strong background in public works and government civil engineering, with particular focus on water utility and watershed projects. He is a proven leader, having managed up to 20 professionals consisting of engineers, inspectors, and technicians.

SIMILAR PROJECT EXPERIENCE:

- **MAYHEW WAY & CHERRY LANE TRAIL IMPROVEMENTS;** Contra Costa County; *Assistant Resident Engineer*
- **CAMINO TASSAJARA BIKE LANE GAP CLOSURE PROJECT;** Contra Costa County; *Associate Civil Engineer*
- **CAMANCHE WATER TRANSMISSION PIPELINE;** East Bay Municipal Utility District; *Resident Engineer*

CHRIS KINSER | *Construction Inspector*

Experience: 28 years | **Joined Firm:** 2015 | **Education:** BS, Construction Management, California State University, Chico | **Certificates:** 40-hour HazWOPER and HazMat; Caltrans SWPPP training | **Availability:** 25–100% | **Current Assignment:** City of Fremont, City of Union City

SUMMARY OF QUALIFICATIONS: Chris has 28 years of experience in transportation and infrastructure construction, including highways and bridges, parking lots, athletic fields, residential streets, and commercial sites. Acting in the capacity of assistant resident engineer, construction inspector, and project manager for the contractor, Chris has managed highway interchanges, roadway widenings, emergency slide and flood repairs, box culverts, and multiple utility installations/relocations.

SIMILAR PROJECT EXPERIENCE:

- **CENTRAL CORRIDOR BICYCLE & PEDESTRIAN SAFETY IMPROVEMENTS;** City of Daly City; *Construction Inspector*
- **JOHN DALY BOULEVARD STREETSCAPE IMPROVEMENTS;** City of Daly City; *Construction Inspector*
- **UNION CITY BLVD BIKE LANE PROJECT;** City of Union City; *Construction Inspector*

DANTE MORABE | *Construction Inspector*

Experience: 24 years | **Joined Firm:** 2023 | **Availability:** 20–100% | **Current Assignment:** City of Martinez

SUMMARY OF QUALIFICATIONS: Dante has spent over 24 years in the construction industry working as a construction project manager/supervising construction inspector/inspector/materials and testing technician. His experience includes oversight for projects that include concrete bridges, sanitary sewer and storm drain pipelines, storm water treatment, roadway construction, AC installation, pile driving, new and existing county intersections and streetscape construction/rehabilitation, parks, and ADA curb ramps.

SIMILAR PROJECT EXPERIENCE:

- **2022 STREET RESURFACING PROJECT;** City of Pleasant Hill; *Construction Inspector*
- **CITYWIDE ACCESSIBILITY PROJECT #10;** City of Concord; *Construction Inspector*
- **FY 2022/23 PAVEMENT REHABILITATION PROJECT;** City of Martinez; *Construction Inspector*

PAT GILES | *Construction Inspector*

Experience: 35 years | **Joined Firm:** 2024 | **Availability:** 25–100% | **Current Assignment:** City of Berkeley

SUMMARY OF QUALIFICATIONS: Pat has more than 35 years of construction inspection and construction management of local roads, highways, bicycle lanes, roundabouts, buildings and other public works projects constructed to Caltrans, federal, and local agency specifications. His technical knowledge encompasses roadway construction, grading and excavation, underground utilities, concrete curb ramps and ADA paths, staged construction, slope protection, AC paving, striping, pavement markings, and signage, streetlights, safety, SWPPPP, and traffic control, and electrical system construction, including temporary and permanent intersections and traffic signal loop detectors.

SIMILAR PROJECT EXPERIENCE:

- **FERRYSIDE LANDING PROJECT;** City of Sausalito; *Lead Construction Inspector*
- **SIR FRANCIS DRAKE BLVD SLOPE IMPROVEMENT PROJECT;** Marin County; *Field Inspector*
- **LUCAS VALLEY ROAD SLOPE IMPROVEMENT PROJECT;** Marin County; *Lead Construction Inspector*

Project Understanding and Approach to Completing the Project

The City of Dublin is seeking construction management and inspection services and materials testing for capital improvement projects, developments and permits an on-call basis. Consor PMCM, Inc. is a professional engineering and construction management firm with extensive experience with on-call professional services contracts specializing in capital improvements, developments and permits for public works agencies. We have the personnel who have worked with Dublin as well as many other local, regional and State agencies and can complete anticipated projects for the City of Dublin successfully.

Consor will perform all of the necessary duties to support the City with pre-construction, construction and post-construction services as identified in the Request for Qualifications (RFQ). Our experience working with public agencies in various capacities is the key to a successful relationship with City Staff. All Consor staff have worked in the role of representing a public agency and know how to not only to interact properly with the City personnel, but also how to represent the City externally.

Consor will perform all the scope of work items identified in the RFQ. There are many steps involved in all three phases of the construction services and the following information highlights some of the important items necessary for success of the construction projects.

Consor will provide services during the ***Pre-Construction Phase*** by performing constructability and biddability reviews of project construction documents for the list of projects and providing recommendations to improve contract documents to minimize change orders, RFIs and potential claims. We will assist with advertising and bidding projects and including analyzing bids and recommending approval of selected contractors. We will assist with project set up and documentation processes. We will assist with project funding management including grants and special tax measure funds.

Consor will provide services during the ***Construction Phase*** to complete the various types of public works projects. Construction management of the projects include documentation, schedule, costs and quality of the work. We will perform quality assurance and acceptance inspections and testing, perform coordination with all involved parties, manage project budgets, measure and verify quantities, record and document project activities in daily reports, track labor compliance, review and approve submittals and materials, respond to RFIs and be the single point of contact for all communication and correspondence, provide updates on the project status, track and issue working days reports, manage schedule, manage changes and extra work, manage budget and all other important information. We will manage the construction projects in accordance with State, Federal and Local standards and requirements and provide project tracking, filing and document control using industry recognized systems like Caltrans Local Assistance Procedures Manual.

Consor will provide services during the ***Post-Construction Phase*** to close out projects. This will involve resolving any unresolved issues and claims, punchlist and final acceptance inspections, final as-built and record drawings, maintenance and warranty bonds, final estimates and payments, grant and special funding reimbursements, and recommendation of acceptance.

Management and Coordination

We will manage our contract with the City to provide cost-effective construction management and construction inspection services by utilizing the following practices:

- Open flow of communication with the City Staffing Coordinator on costs and staffing.
- Hold monthly meetings with the City Staffing Coordinator to review any concerns with Consor staff and to learn details of upcoming work.
- Accurate, detailed and timely billing information that monitors our contract's funds.
- Provide adequate staffing and/or service to cover the City's needs.
- Frequent "check-ins" with staff for assistance with any questions and/or needs of current workload and provide information of upcoming tasks.
- Oversight of staff to ensure their work is acceptable to the City.
- Review of deliverables for ensured high quality and accuracy.
- Provide any necessary training or tutorial assistance to ensure the City's needs are met and interests are protected.

The main challenge to an on-call construction management and construction inspection services contract is being able to respond to the requests and needs of the City in a timely manner. Ability to provide qualified staff with the required skill set when requested starts with pre-planning and constant coordination and

follow up. Consor has provided on-call services to many agencies and knows the steps needed to successfully support the City of Dublin. The required steps include:

- Pre-selected staffing with specialties approved by the City.
- Regular communication with City project manager to forecast projects and needs.
- Planning months ahead and updating staffing availability to match upcoming City projects.
- Meeting with the City project manager and developing a staffing plan including both City staff and Consor staff to cover all upcoming construction projects.
- Executing the staffing plan and making adjustments when needed to efficiently and effectively cover all the work.

Responding to City Staffing Needs

Since the contract is to provide support to the City on an on-call basis, it is important to be flexible. Short term coverage for small projects or to fill in for a City staff member's vacation may be part of this contract. The ways to handle these types of needs starts with pre-planning and anticipating the City's needs. Having local staff that can respond quickly to the City's needs and cover the short-term assignments is a necessity. Consor has a strong local team with over 100 construction management and construction inspection professionals in the Bay Area. We can respond quickly to the City's needs for short term and long-term assignments.

Level of Effort

Depending on the project, staff can cover multiple projects for efficiency. The City may need staff augmentation to support construction inspection. The City may also have a need to full construction management and inspection team for a grant or federal funded project. Work may be support for contract administration and office engineering, or coordination and contract compliance. The City may need support for grant applications or for a team to prepare all of the grant applications. The support will depend on the project type and the project funding sources. Consor will do what is needed to support the City to cover the work and to meet the project requirements and those of funding or oversight agency requirements.

Fee Schedule

CONSOR PMCM

Classification	Units	Regular Rate	Overtime Rate (>8 hours/day or 40 hours/week)
Construction Manager/Resident Engineer	Rate/Hour	$219.78 – 296.80	$219.78 – 296.80
Assistant Resident Engineer	Rate/Hour	$196.64 – 219.78	$294.96 – 329.67
Construction Inspector	Rate/Hour	$173.50 – 196.64	$260.25 – 294.96
Office Engineer	Rate/Hour	$138.80 – 173.50	$208.20 – 260.25
Claims Support	Rate/Hour	$219.78 – 296.80	$219.78 – 296.80

NOTES:

1. Work on Saturdays, OT rate for employees only after 40 hours for the week and double time for hours worked over 12 for the day. For Sundays & Holidays, OT rate for employees only after 40 hours for the week, but double time after 8 hours for the day.
2. 3% escalation effective January 1st of each year.

REIMBURSEMENTS:
Any special requests from the Client, such as reproduction or specialty sub-consultants, will be billed directly, with supporting invoices.

BSK ASSOCIATES – SCHEDULE OF FEES – JULY 1, 2025 TO JUNE 30, 2026

PROFESSIONAL STAFF			
Principal	$314.00	Seismic GIS	$243.00
Senior Professional	$276.00	GIS Specialist	$210.00
Project Professional II	$259.00	Information Specialist II	$198.00
Project Professional I	$221.00	Information Specialist I	$176.00
Staff Professional II	$193.00	CAD	$132.00
Staff Professional I	$171.00	Litigation support	1.5x standard rate
Project Administrator	$122.00	Deposition / Trial	2.0x standard rate
Administrative Assistant / Clerical	$110.00		

TECHNICAL STAFF – FIELD & LABORATORY (NON-PREVAILING WAGE)			
Non-Destructive Inspection/Testing	$182.00	***Basis of Charges for Field Technician Services***	
Special Inspector	$154.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	$149.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	$144.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	$348.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	$270.00	Night Shift (shift commencing after 2pm / before 4am	Base Rate x 12.5%
Floor Flatness Testing Technician	$232.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	$132.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	$144.00		

NORTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 – Special Inspector	$198.00	***Basis of Charges for Field Technician Services***	
Group 2 – Special Inspector	$188.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 – Engineering Technician	$167.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 – Geotechnical Professional	$204.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 – Environmental Professional	$204.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 – Technician	$146.00	Night Shift (shift commencing after 2pm / before 4am	Base Rate x 12.5%
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES			
Mileage – 2x4 (Portal to Portal)	IRS Rate	Parking Fees	At Cost
Mileage – 4x4 (Portal to Portal)	IRS Rate	Per Diem (as required)	GSA Rate
Bridge Toll	At Cost	Subconsultant Services	At Cost

Exceptions to the City's Standard Consulting Agreement and Insurance Requirements

Consor respectfully requests consideration for the following proposed modifications or additions to the contract terms and conditions. Requested edits are indicated by red font.

Section 1.2 Standard of Performance: Consultant shall perform all services required pursuant to this Agreement ~~in the manner and~~ with the degree of care and skill according to the standards observed by a competent practitioner of the profession in which Consultant is engaged at the same time and locality of performance.

Section 4.3.1 General Requirements: Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. ~~Any deductible or self-insured retention shall not exceed $150,000 per claim.~~

Section 4.5 Remedies: ...Terminate this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Consultant and its officers, directors, agents, employees, and Subconsultants to the City and anyone claiming by, through, or under the City for any and all claims, losses, costs, or damages whatsoever arising out of the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, directors, agents, employees or Subconsultants (hereafter "the City's Claims"), will be limited to:

1. Responsibility for payment of all or the applicable portion of any deductibles, either directly to the Consultant's insurers or in settlement or satisfaction, in whole or in part, of the City's Claims, and
2. Total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of the City's Claims under the terms and conditions of Consultant's applicable insurance policies, up to the amount of insurance required under this Agreement.

If no such insurance coverage is provided with respect to the City's Claims, then the total liability, in the aggregate, of Consultant and Consultant's officers, directors, agents, employees, and Subconsultants to the City and anyone claiming by, through, or under the City, for any and all such uninsured City's Claims will not exceed Consultant's Compensation.

Section 5 Indemnification: Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, and hold harmless ~~and assume the defense of,~~ in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all third-party claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, but only to the extent caused by, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall ~~defend,~~ indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all third-party claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, ~~the cost to defend charged to Consultant~~ Consultant's obligation shall not exceed Consultant's proportionate percentage fault. Consultant's obligation under this section does not extend to that portion of a claim caused ~~in whole or in part~~ by the ~~sole~~ negligence or willful misconduct of the City.

Consultant shall indemnify, ~~defend with counsel acceptable to City,~~ and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all third-party liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature but only to the extent caused by, arising out of or in connection with Consultant's negligent performance of the services called for 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 City.

To the fullest extent permitted by Laws and Regulations, City and Consultant waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

~~The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.~~

Section 10.1 Attorneys' Fees: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, ~~the prevailing party shall 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~~ each party shall bear its own legal costs and expenses, including, without limitation, attorneys' fees, court costs, and any other costs incurred in connection with the negotiation, execution, performance, or enforcement of this Agreement.

Appendix of Resumes

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Jaemin Park, PE

Principal-in-Charge/Project Manager/Construction Manager

consor

EXPERIENCE

33 years

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATION

Professional Civil Engineer
CA #54476

Licensed General Contractor
CA #770073

LOCATION

Walnut Creek, CA

JOINED FIRM

2013

Jaemin has 33 years of experience providing project management, construction management, construction administration, and design of highway, bridge, building and public works infrastructure projects throughout California. He has worked with state, regional and local agencies in the capacity of project principal, project manager, resident engineer, structures representative, construction inspector, project engineer, and design engineer. He has contributed to numerous constructability/bid-ability reviews and value engineering studies. He has provided claims analysis, mitigation and resolution support to state, regional and local agencies. Jaemin is an expert in federally funded projects including HBP, HBRR, ARRA, SRTS, NTPP, and TIGER funds.

KEY PROJECT EXPERIENCE

DUBLIN BOULEVARD PAVEMENT REHABILITATION ($3.5M); City of Dublin, CA; *Project Manager/Resident Engineer.* This federally funded project included improvements along approximately one mile of Dublin Blvd between Scarlett and Hacienda Drives. Work included pavement rehabilitation (curb ramp replacements, cold planning and overlay), dig-out repair, pavement markings, adjusting utilities to grade, and modifications to traffic signals at five intersections, including adding traffic cameras. The project was federally funded and required administration in accordance with Caltrans Local Assistance Procedures Manual for reimbursement of funds.

DUBLIN CITYWIDE ENERGY UPGRADES PROJECT ($25M); City of Dublin, CA; *Project Manager/Resident Engineer.* Jaemin was the project manager/resident engineer for this design/build project that involved the design/builder to perform an Investment Grade Audit and develop and implement approved energy projects throughout the City. Projects to improve energy efficiency in the City include: solar canopies and battery backup systems, HVAC upgrades, generator upgrades, lighting upgrades, and traffic signal power backup with hydrogen fuel cell.

FREMONT BOULEVARD SAFE AND SMART CORRIDOR PROJECT ($8.5M); City of Fremont, CA; *Project Manager/Resident Engineer.* Jaemin was the Project Manager and Resident Engineer for this project to creatively use technology to move traffic efficiently along the Fremont Boulevard corridor at a safe speed, ensure safe pedestrian and bicycle movement, enhance transit service, improve management of the traffic signal/lighting systems, and install backbone infrastructure to accommodate future transportation technologies. The project limits include a 10-mile corridor along Fremont Boulevard (with 38 signalized intersections), from I-880 in North Fremont to I-880 in South Fremont (Innovation District), as well as along Thornton Avenue (from Fremont Boulevard to Paseo Padre Parkway) and along Paseo Padre Parkway (from Thornton Avenue to Walnut Avenue).

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Lucas Valley Road Slope Improvement Project;** Marin County Public Works; *Project Manager/Resident Engineer*
- **Moraga Way and Canyon/Camino Pablo Improvements;** Town of Moraga, CA; *Project Manager/Resident Engineer*
- **San Pablo Avenue Complete Streets Project;** City of San Pablo, CA; *Project Manager/Resident Engineer*
- **2020/21 Gravity Sewer Improvements Project;** Ross Valley Sanitation District; *Project Manager/Resident Engineer*



Steve Patterson, PE, QSD/QSP

Construction Manager

Steve Patterson has over 34 years of experience in the construction of highway, roadway, structure, and other infrastructure projects. His experience spans interchanges, roadway widening and rehabilitation, emergency slide and flood repairs, sound walls, MSE walls, retaining walls, storm box culverts, and utility installations/ relocations. Steve is experienced with supervising inspection staff, CPM schedules, project controls and costs, QC/QA, claims analysis, preparing reports, planning personnel resources, and negotiating contract change orders. Steve's expertise and knowledge impact his projects positively through value engineering design changes, successful claims negotiations, and partnering with contractors and other agencies.

consor

EXPERIENCE

34 years

EDUCATION

BS, Civil Engineering, Michigan State University, East Lansing

REGISTRATION

Professional Civil Engineer CA #54481

QSD/QSP Certificate #22073

LOCATION

Walnut Creek, CA

JOINED FIRM

2014

KEY PROJECT EXPERIENCE

SOUTHSIDE COMPLETE STREETS PROJECT ($11M); City of Berkeley, CA; *Construction Manager.* Steve was the construction manager on this federally funded project that improved all lanes of Bancroft Way from Piedmont to Milvia, as well as improvements on Dana and Fulton Streets from Bancroft to Dwight Way. Improvements included grinding the existing roadway for a deep section of hot mix asphalt for the bus lane, old railroad removals, and an overall 2-inch grind and overlay of RHMA with improved roadway delineation. Other work consisted of new concrete bus pads, raised intersection crosswalks, curb ramps, sidewalk, curb and gutter, raised islands to separate a two-way bike lanes, signal upgrades and landscaping.

3RD STREET SAFETY IMPROVEMENT PROJECT ($2.3M); City of San Rafael Public Works; *Construction Manager.* This was a federally funded project that improved signal operations and pedestrian travel for a number of intersections along 3rd Street near US 101. Improvements consist of curb ramp and sidewalk, high-visibility crosswalks, drainage, traffic signal, and street light improvements.

WILLOW PASS ROAD SIGNAL UPGRADE PROJECT ($2.2M); City of Concord, CA; *Construction Manager.* Steve was the construction manager on this locally funded project that installed new fiber optic signal interconnect cable through new and existing conduits along Willow Pass Road from Galido Street to Landana Drive.

MONUMENT BLVD. CLASS 1 PATH PROJECT ($4M); City of Concord, CA; *Construction Manager.* This was a federally funded project that constructed a new Class 1 pervious concrete path along Monument Blvd. between Walters & Cowell with signal improvements at both intersections.

NAPA VALLEY VINE TRAIL ($12.5M); Napa Valley Transportation Authority; *Construction Manager.* Steve was the construction manager on this multi-source funded project that constructed approximately 7 miles of new multi-use trail along SR-29 from St. Helena to Calistoga. Improvements include drainage, path section & paving work, retaining walls, pedestrian bridges, concrete improvements and site furnishings.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Imola/SR 29 Bus Improvements;** Napa Valley Transportation Authority; *Construction Manager*
- **Orinda Way Pavement Rehabilitation;** City of Orinda, CA; *Construction Manager*
- **Moraga Road Utility Undergrounding, Sidewalks & Pavement Resurfacing;** Town of Moraga, CA; *Project Manager/Resident Engineer*



Tricia Baxter, PE

Construction Manager

consor

EXPERIENCE

27 years

EDUCATION

MBA, Management Services Option, California State University, East Bay

BS, Civil Engineering, California State University, Chico

REGISTRATION

Professional Civil Engineer CA #64185, NV #26831

LOCATION

Walnut Creek, CA

JOINED FIRM

2022

Tricia has more than 27 years of experience in project and construction management, design, and contract oversight and development in the transportation engineering field. She has successfully managed numerous public works construction projects, including sanitary sewer and storm drain systems, local arterial roadways, and major Caltrans highway improvement projects. Tricia is intimately familiar with the Caltrans Local Assistance Procedures Manual (LAPM) and brings experience in managing federally-funded roadway improvement projects. Successful past projects have included highly visible and politically sensitive streetscape, underground utility installation and relocation, and asphalt/concrete pavement projects.

KEY PROJECT EXPERIENCE

DUBLIN BOULEVARD PAVEMENT REHABILITATION ($3.5M); City of Dublin, CA; *Deputy Resident Engineer.* This federally funded project included improvements along approximately one mile of Dublin Blvd between Scarlett and Hacienda Drives. Work included pavement rehabilitation (curb ramp replacements, cold planning and overlay), dig-out repair, pavement markings, adjusting utilities to grade, and modifications to traffic signals at five intersections, including adding traffic cameras. The project was federally funded and required administration in accordance with Caltrans Local Assistance Procedures Manual for reimbursement of funds.

SUTTER AVENUE URBAN GREENING, PHASE I ($3.6M); City of San Pablo, CA; *Resident Engineer.* Tricia is the Resident Engineer for this project that replaces and installs storm drain infrastructure to provide storm water capture and treatment and to reduce flooding in the Sutter Avenue neighborhood. The project installs new storm drain pipes, manholes, inlets, associated stormwater facilities, suspended pavement modular systems, precast modular bioretention units and plants new trees. The project also performs typical roadway maintenance including replacement of curbs, sidewalks and curb ramps, slurry seal, and new striping.

UNION CITY BOULEVARD BIKE LANE PROJECT ($17M); City of Union City, CA; *Resident Engineer.* Tricia is the Resident Engineer for this bike lane and roadway improvement project. The scope of work includes the completion of a bike lane gap, thereby improving overall bike access to local trails and bikeway network to and from schools and parks. The project also enhances access to regional trails, improves pedestrian and bicycle crossings at signalized intersections, completes pavement rehabilitation, and improves overall lighting and drainage infrastructure.

FY 22-23 CITYWIDE SLURRY SEAL PROJECT ($1.2M); City of San Pablo, CA; *Resident Engineer.* This was a locally funded project that included digout and repair of failed pavement, crack sealing, slurry sealing and pavement delineation, and reinstallation of striping and pavement markings for 79 residential streets within the City Limits. During slurry seal operations, parking and traffic was prohibited, so traffic control and public notification was extremely important.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **2020-21, 2021-22 & 2022-23 Street Resurfacing Projects;** City of Daly City, CA; *RE*
- **Downtown Monterey Rd Rehabilitation;** City of Gilroy, CA; Project/*Construction Manager*
- **Apple Campus 2 Public Works Mitigation Improvements;** City of Cupertino, CA; *Project Manager*



Nelson Gonzales, PE, CCM, QSD

Construction Manager

consor

EXPERIENCE

34 years

EDUCATION

Certificate of Project and Program Management, University of California, Santa Cruz

REGISTRATION

Professional Civil Engineer CA #56572

QSD Certificate #56572

CMAA Certified Construction Manager Certificate #8108

LOCATION

Walnut Creek, CA

JOINED FIRM

2023

Nelson is a construction manager with 34 years of project and construction management experience. He has a strong background in public works and government civil engineering, with particular focus on water utility and watershed projects. He is a proven leader, having managed up to 20 professionals consisting of engineers, inspectors, and technicians.

KEY PROJECT EXPERIENCE

MAYHEW WAY AND CHERRY LANE TRAIL IMPROVEMENT PROJECT ($150K); Contra Costa County; *Assistant Resident Engineer.* This project removed the existing crosswalks at Mayhew Way and Cherry Lane and replaced them with new thermoplastic crosswalks, while installing rectangular rapid flashing beacon with push button, passive detector system, roadside signs, and detectable warning system to enhance pedestrian visibility. Nelson was responsible for contract administration and construction engineering.

CAMINO TASSAJARA BIKE LANE GAP CLOSURE PROJECT; Contra Costa County; *Associate Civil Engineer.* Nelson led the team that designed this project, which widened the pavement to provide bike lanes in four separate segments along Camino Tassajara between Windermere Parkway and just north of Penny Lane. The project also included drainage improvements, signing and striping improvements, and placing a slurry seal from Windermere Parkway to Lusitano Street. Funding for this project was provided by Measure J, Tri-Valley Transportation Council, South County Area of Benefit and Southern Contra Costa (SCC) Subregional Fee Program.

WILDCAT PIPELINE IMPROVEMENT PROJECT ($18M); East Bay Municipal Utility District; *Resident Engineer.* This project installed approximately 5,550 lf of 48-inch mortar-lined and coated steel (ML&CS) pipe, including all connection and appurtenance piping and valves, in the City of Berkeley. The project also installed a 60-inch steel pipe casing by horizontal auger boring under a 3 foot by 4.5 foot storm drain. The work included full street final pavement restoration, including curb, gutter, and sidewalk, ramps, and tree removal/replacement. As resident engineer, Nelson oversaw the performance of construction contractors; reviewed engineering drawings and contract specifications for accuracy, constructability, and completeness; evaluated and monitored project progress; verified compliance with plans, material specifications, and schedule; tracked construction cost against the project budget, processed change orders, and participated in claims reviews. Nelson also handled public concerns or complaints and other agency inquiry on construction projects; determined and oversaw inspections and testing; reviewed and approved project schedules submitted by the contractor; and reviewed contractor's claims, negotiated settlements, and recommended action to the project owners. Nelson handled requirements for project closeout including warranties, certificate of completion, and as-built records.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Taxiway W Rehabilitation;** Port of Oakland; *Project Manager/Construction Manager*
- **Westside Pumping Plant;** East Bay Municipal Utility District (EBMUD); *Resident Engineer*
- **Camanche Water Transmission Pipeline;** EBMUD; *Resident Engineer*
- **Milpitas Distributary Pipeline Rehabilitation;** Valley Water; *CM/RE*



Rodrigo Macaraeg, PE, QSD/QSP

Construction Manager

Rodrigo Macaraeg is a versatile civil engineer and construction project manager with over 35 years of experience overseeing public works, capital improvement, and development projects. He is a collaborative professional skilled at communicating with internal and community stakeholders, government officials, and private industry partners. Rodrigo has proven ability to deliver projects ahead of schedule and with significant contract savings. He is a driven team mentor and coach highly effective at managing teams from diverse cultural backgrounds and functional areas. Rodrigo is skilled at leading strategic efforts to prevent obstacles and negotiating in a proactive manner to maximize success rates, resolve conflicts, and reduce and/or avoid claims.

consor

EXPERIENCE

35 years

EDUCATION

BS, Civil Engineering, Far Eastern University, Manila, Philippines

REGISTRATION

Professional Civil Engineer CA #48418

QSD/QSP registration through CASQA

LOCATION

Santa Clara, CA

JOINED FIRM

2019

KEY PROJECT EXPERIENCE

2021-2024 ON-CALL CONSTRUCTION MANAGEMENT SERVICES; Contra Costa County; *Resident Engineer.* Consor provides on-call professional services in support of various public works projects throughout Contra Costa County. These projects range from simple maintenance-related projects such as such as slurry sealing existing road pavements, to more complex capital road, airport, and flood control channel improvement projects. Rod and his team managed the Mayhew Way and Cherry Lane Trail Improvement, which consists of removing the existing crosswalks at Mayhew Way and Cherry Lane and replacing with new thermoplastic crosswalks, while installing rectangular rapid flashing beacon with push button, passive detector system, roadside signs, and detectable warning system to enhance pedestrian visibility. Rod, as resident engineer, was responsible for contract administration and construction engineering.

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION CONSULTING SERVICES; City of San Bruno Department of Public Works; *Project Executive.* This on-call project provides construction management and inspection services to the City of San Bruno Department of Public Works for a variety of capital improvement and land development projects. Some of the projects supported by Rod's team include:

- **Crystal Springs Road/City Park Way Traffic Signal ($1M):** The project involves reconstruction of Crystal Springs Road and City Park Way intersection and incorporates a new traffic signal system.
- **Beckner Shelter Road ($800k):** The project incorporates the resurfacing of Beckner Shelter Road starting at the intersection with City Park Way and running to the parking lot at Beckner Shelter Picnic Area. The associated parking lot will also be resurfaced. These modifications will trigger ADA upgrades to all associated facilities.
- **City Park Way Reconstruction ($5.5M):** This reconstruction project involves installation of water, sewer, and storm utilities as well as creek and road reconstruction related to the Recreation and Aquatic Center (RAC) project.
- **TCP4 ($0.65M):** The project scope included installing roughly 50 linear feet of storm drain lines that ties into an existing storm main in the middle of Green Ave and San Bruno Ave intersection.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Construction Management Services for Various Projects;** County of Santa Clara, Facilities and Fleet Department; *Project Executive/Project Manager*
- **Construction Management & Inspection;** City of Santa Clara, CA; *Project Executive*
- **Portola Road Bridge Replacement Project;** Town of Woodside, CA; *Resident Engineer*
- **Airport Security Infrastructure Program;** SF International Airport; *Project Man*



Brian Fleck, PE, QSD/QSP

Construction Manager

consor

EXPERIENCE

16 years

EDUCATION

BS, Civil Engineering, California State Polytechnic University, San Luis Obispo

REGISTRATION

Professional Civil Engineer CA #79986

QSD/QSP Certificate #24194

LOCATION

Walnut Creek, CA

JOINED FIRM

2023

Brian has 16 years of experience providing project management, construction management, construction administration, and oversight of highway, bridge, underground and public works infrastructure projects throughout California. He has worked with state, regional and local agencies in the capacity of vice president of project management, senior project manager, project manager, project engineer and resident engineer. He has contributed to constructability/biddability reviews and value engineering studies. He has provided schedule and claims analysis, mitigation and resolution support to state, regional and local agencies. Brian is an expert in federally funded projects including numerous Caltrans and local agency projects.

KEY PROJECT EXPERIENCE

US 101 BROADWAY BURLINGAME ($50M); California Department of Transportation (Caltrans); *Senior Project Manager.* This project consisted of reconstruction of the existing Broadway/US 101 interchange. This project provided improvements to Broadway, US 101 on- and off-ramps, Rollins Road, Bayshore Hwy, and Airport Blvd. This project reduced traffic congestion, enhanced bicycle and pedestrian access and safety, and improved performance of the roads by improving traffic movements and access around the interchange. The project replaced the bridge across US 101 and installed a new US 101 southbound on-ramp bridge, new traffic signals, soil mixing, and new bridge foundations to improve traffic flows. This project also included new retaining walls, reconfiguration of side streets and access roads, profile grade changes to meet current design standards, new sidewalks and bike lanes, new bio swales, new HMA, R-HMA and open grade HMA. Also included were numerous water lines, storm drainage and sewer systems ranging from 6" to 30". There were also some major sewer bypass and temporary connections, jack and bore pits and sewer force mains.

HIGHWAY 1 VALLEY FORD BRIDGE REPLACEMENT ($9.2M); Caltrans; *Senior Project Manager.* This federally funded project included a new bridge and demolition of the old bridge along Hwy 1 at the Marin/Sonoma county line. Work included new multi span precast girder bridge with a cast in place deck, numerous retaining walls and temporary wire wall between stages, traffic switches, new drainage, stripe, signs, new HMA, and new bioswales.

HWY 101 NOVATO NARROWS ($26.6M); Caltrans; *Project Manager.* Brian was the project manager on this $26.6M federally funded project that included widening an existing bridge across HWY 101 in Novato. Work included a widened multi span cast in place bridge, numerous retaining walls, soldier beams, soil nails, shotcrete, approximately 4 miles of frontage roads, new on- and off-ramps. Work also included over 10,000' of 30" and 42" welded steel pipe for a new water line, 5,000' of storm drain, 18,000' of underdrain pipe.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **HWY 128 Conn Creek Bridge;** Caltrans; *Senior Project Manager*
- **HWY 1 Stinson Beach;** Caltrans; Senior Project *Manager*
- **HWY 1 Jenner;** Caltrans; Senior Project *Manager*
- **San Pablo and Wildcat Creeks Levee Remediation;** Contra Costa County; SR PM
- **HWY 29 Paving Project;** Caltrans; Senior Project *Manager*
- **Napa Airport Runway 18R – 36L Paving Project;** Napa, CA; Senior Project *Manager*



Chris Kinser

Construction Inspector

consor

EXPERIENCE

28 years

EDUCATION

BS, Construction Management, California State University, Chico

LOCATION

Walnut Creek, CA

JOINED FIRM

2015

Chris has 28 years of experience in transportation and infrastructure construction, including highways and bridges, parking lots, athletic fields, residential streets, and commercial sites. Acting in the capacity of assistant resident engineer, construction inspector, and project manager for the contractor, Chris has managed highway interchanges, roadway widenings, emergency slide and flood repairs, box culverts, and multiple utility installations/relocations. Chris is familiar with the Caltrans Standard Specifications, Standard Plans, Construction Manual, Local Assistance Procedures Manual, and the "Greenbook" Standard Specifications for Public Works Construction.

KEY PROJECT EXPERIENCE

UNION CITY BLVD. BIKE LANE PROJECT ($17M); City of Union City, CA; *Construction Inspector.* Chris is the construction inspector for this bike lane and roadway improvement project. The scope of work includes the completion of bike lane gap between Smith St and Alameda Creek Bridge (Fremont City Limits and Buffererd Bike Lanes), improving overall bike access to local trails and bikeway network to and from schools and parks including improvements from Delaine Elementary School on Rocklin Dr. and improved access to regional trails, improving pedestrian and bicycle crossings at signalized intersections, completing pavement rehabilitation along Union City Blvd within the project limits, and improving overall lighting and drainage infrastructure.

2021-22 & 2022-23 STREET RESURFACING PROJECT ($3.2M); City of Daly City, CA; *Construction Inspector.* Chris is the construction inspector for this project that includes full depth reclamation (FDR), Asphalt Concrete (AC)/Hot Mix Asphalt (HMA) grinding and paving; installation of new concrete sidewalk, curb and gutters, construction of Americans with Disability Act (ADA) compliant curb ramps and driveways; installation of thermoplastic striping and markers, re-setting or relocation of existing signs and sign posts; reconstruction of top of catch basins, construction of new catch basins, and resetting of survey monuments.

KIRKER PASS ROAD NORTHBOUND TRUCK CLIMBING LANE PROJECT ($15M); Contra Costa County Public Works; *Construction Inspector.* Chris was the construction inspector on this $15M federally funded project that constructed an additional lane for improved truck climbing safety. The project constructed six retaining walls to complete the widening lane, as well as grind & pave of all lanes (4) for approximately 2 miles, related drainage improvements and restriping work. Coordination was needed with the Cities of Concord & Pittsburg, Union 76 for their close proximity gas line, and the Concord Pavilion.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Cross Alameda Trail (Main to Constitution);** City of Alameda, CA; *Assistant Resident Engineer/Construction Inspector*
- **2nd Street & Grand Ave Intersection Improvement Project;** City of San Rafael, CA; *Assistant Resident Engineer/Construction Inspector*
- **John Daly Blvd Streetscape Improvements Project;** City of Daly City, CA; *Assistant Resident Engineer/Construction Inspector*
- **Detroit Avenue Bicycle and Pedestrian Improvements Project;** City of Concord, CA; *Assistant Resident Engineer/Construction Inspector*



Dante Morabe

Construction Inspector

consor

EXPERIENCE

24 years

LOCATION

Walnut Creek, CA

JOINED FIRM

2022

Dante Morabe has spent over 24 years in the construction industry working as a construction project manager/inspector/materials and testing technician. He is proficient in construction contract execution as well as construction inspection at the county, state and federal levels. His experience includes oversight for projects that include concrete bridges, sanitary sewer and storm drain pipelines, storm water treatment, roadway construction, AC installation, pile driving, new and existing intersections and streetscape construction/rehabilitation, parks, and ADA curb ramps.

KEY PROJECT EXPERIENCE

CITYWIDE ACCESSIBILITY PROJECT #10 ($350K); City of Concord, CA; *Construction Inspector.* Dante was the construction inspector for this project that includes constructing curb ramps at various locations throughout the City of Concord. Specific items of work included traffic control, pedestrian detours, staging of the work, temporary stormwater pollution control, clearing and grubbing, adjustment of existing water valves, replacement of concrete curb and gutter, sidewalk, valley gutter, installation of hot mix asphalt plugs, pavement marking removal and installation, relocation of signs and other items required by the contract documents.

FY 2022/23 PAVEMENT REHABILITATION PROJECT ($4M); City of Martinez, CA; *Construction Inspector.* Dante was the construction inspector for this project that included cold-in-place recycling (CIR), hot mix asphalt, and rubberized hot mix asphalt paving, cold planing (milling) of asphalt, roadway subgrade preparation, HMA base repairs, HMA dikes, PCC curb and gutter, PCC sidewalk, driveway, and valley gutters, inductive loop detectors, thermoplastic striping and markings, reflective markers, traffic sign and posts, environmental protection, public notification, traffic control, construction area signs, changeable message signs, and adjustment of utility covers.

2022 STREET RESURFACING PROJECT ($4.4M); City of Pleasant Hill CA; *Construction Inspector.* Dante was the Construction Inspector for this project that included work within two residential neighborhoods and two collector streets within the City of Pleasant Hill. The work involved pavement restoration, including full depth pavement reclamation (FDR), hot mix asphalt overlay, rubberized hot mix asphalt overlay, base failure repairs, and cold planing/milling; concrete curb and gutter repair and ADA curb ramp installation; monument preservation; temporary and permanent striping; traffic control; and tree trimming.

LUCAS VALLEY ROAD SLOPE IMPROVEMENT PROJECT ($600K); Marin County Public Works; *Construction Inspector.* Dante was the construction inspector on this federally funded project that constructed an approximately 116 lf tangent pile wall along Lucas Valley Road Mile Post 3.92 in San Rafael. A portion of the existing culvert will be removed and replaced. Existing trees will be cut or trimmed, and one lane of the roadway will be reconstructed. Minor vegetation restoration will also be included. Construction will take place in the daytime hours with traffic control measures.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Citywide Accessibility Project #9;** City of Concord, CA; *Construction Inspector*
- **2010-2021 Annual Surface Treatment Projects;** Contra Costa County; *Construction Project Manager*
- **2016-17, 2019, 2021 Curb Ramp Projects;** Contra Costa County; *Construction Project Manager*



Pat Giles

Construction Inspector

consor

EXPERIENCE

35 years

LOCATION

Walnut Creek, CA

JOINED FIRM

2024

Pat has more than 35 years of construction inspection and construction management of local roads, highways, bicycle lanes, roundabouts, buildings, and other public works projects constructed to Caltrans, federal, and local agency specifications. His technical knowledge encompasses roadway construction; grading and excavation; underground utilities; concrete curb ramps and ADA; stage construction; slope protection; AC paving, striping, pavement markings, and signage; streetlights, safety, SWPPPP, and traffic control; and electrical system construction. Pat has also worked on numerous emergency facilities, waste transfer stations, and private developments and has knowledge of building codes and OSHPD requirements.

KEY PROJECT EXPERIENCE

FERRYSIDE LANDING PROJECT ($1.7M); City of Sausalito, CA; *Lead Inspector.* This federally funded project involved working in three phases to keep access to the critical ferry slip and yacht club open at all times. Pedestrian detours and temporary traffic handling plans were implemented, as the ferry service from SF to Sausalito is a critical mode of transportation. Improvements included a new pedestrian concrete plaza, new bike racks, and a designated bike parking program. A portion of the existing parking lot was redone and ADA access was improved throughout the area.

SIR FRANCIS DRAKE BLVD. SLOPE IMPROVEMENT PROJECT ($1.4M); Marin County; *Field Inspector.* This federally funded project was located on the eastbound lane shoulder of Sir Francis Drake Blvd at two locations. Project work included constructing two separate cast-in-drilled-hole concrete retaining walls with a pile cap and tiebacks. One wall was approximately 100 feet and the other was 150 feet. Work also involved a culvert replacement, installation of rock slope protection, and roadway paving. The project had a limited work window, along with other permitting restrictions. Work required extensive traffic control measures, a temporary signal for one-way traffic control 24 hours a day, for both vehicles and bicycles.

LUCAS VALLEY ROAD SLOPE IMPROVEMENT PROJECT ($600K); Marin County; *Field Inspector.* This federally funded project constructed an approximately 116 lf tangent pile wall along Lucas Valley Road in San Rafael. A portion of the existing culvert was removed and replaced. Existing trees were cut or trimmed, and one lane of the roadway was reconstructed. Minor vegetation restoration will also be included. Daytime construction work required extensive traffic control measures, a temporary signal for one-way traffic control 24 hours a day, for both vehicles & bicycles.

TIMBER PILE REPLACEMENT PROJECT ($2.3M); City of Berkeley, CA; *Lead Inspector.* This project scope included demolition and removal of 83 timber piles at Docks J, K, L, M, N, and O. The work included installation of 68 new concrete piles and repair of the timber piles with a fiberglass jacket encasing a steel reinforced epoxy grout fill. Numerous public permitting agreements, various stakeholders and the general public were highly involved in this featured project for the City.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Annual Slurry Seal Repair Project;** City of El Cerrito, CA; *Inspector*
- **Multiple On-call Repair Projects;** City of San Rafael, CA; *Inspector*
- **Moraga Road and Hacienda Drainage;** Town of Moraga, CA; *Inspector*
- **Lavenida Drive Culvert Repair;** City of Orinda, CA; *Inspector*

August Silva

Construction Inspector

consor

EXPERIENCE

45+ years

LOCATION

Walnut Creek, CA

JOINED FIRM

2018

August has more than 45 years of experience in the construction of public works and water infrastructure projects. He has extensive background as a construction foreman and superintendent for multiple construction firms. The experienced gained working on numerous types of construction projects with multiple agencies and private clients benefit his positive hands-on management experience. Working with different clients and other stakeholders, August has generated a vast knowledge of how to formulate collaborative efforts to keep a project moving forward to successful completion for all parties involved. August has extensive experience with underground utilities, roadway improvements including failure repairs, HMA overlay, and paving.

KEY PROJECT EXPERIENCE

DUBLIN CITYWIDE ENERGY UPGRADES PROJECT ($25M); City of Dublin, CA; *Construction Inspector.* August was the construction inspector for this design/build project that involved the design/builder to perform an Investment Grade Audit and develop and implement approved energy projects throughout the City. Projects to improve energy efficiency in the City include: solar canopies and battery backup systems, HVAC upgrades, generator upgrades, lighting upgrades, and traffic signal power backup with hydrogen fuel cell.

2024 MARINA VISTA SEWER REPLACEMENT AND PAVEMENT REHABILITATION PROJECT ($2M); City of Millbrae, CA; *Construction Inspector.* August is the construction inspector for this $2M sewer replacement and pavement rehabilitation project. The 2024 Marina Vista Project consists of over 1,555 LF of pipe burst and 490 LF of open cut sewer, including new laterals. Specific works involve the removal and replacement of existing 6-inch or 8-inch sewer mains with 8-inch sewer mains using trenchless and open cut pipe replacement construction methods, sewer lateral reconnections & replacement, sewer manhole reconnections, cleanout and/or backflow prevention devices, sewer and storm drain manhole installations and rehabilitation, surface restoration, pavement restoration, potholing, asphalt concrete removal, asphalt concrete installation, asphalt concrete base repair, slurry seals, ADA ramp construction, PCC curb & gutter removal and replacement, PCC sidewalk removal and replacement, PCC valley gutter removal and replacement, storm drain inlet top portion replacement, utility cover lowering & restoring to grade, utility cover grade adjustment, underground utility location, survey monument reinstallation, sign/striping/markers removal & replacement, traffic control, mobilization, manhole modifications, sewage bypassing and other works necessary.

WATER MAIN REPLACEMENT PROJECT 28 (WMR 28 PROJECT); City of Palo Alto Utilities Engineering; *Construction Inspector.* August was the construction inspector for this project that replaced approximately 3.5 miles of water distribution mains. Specific items included installation of new water valves, water services, water meters, fire hydrants, and reconstruction of excavated roadways. August provided day-to-day inspection and reported directly to the City's project manager, providing reporting and documentation of project activities and support for resolution of field issues.

Rhea Bernardo

Construction Inspector

consor

EXPERIENCE

21 years

EDUCATION

BS, Civil Engineering, Mapua Institute of Technology

LOCATION

Walnut Creek, CA

JOINED FIRM

2022

Rhea Bernardo has spent over 21 years in the engineering and construction industry working as design engineer, construction manager, and construction inspector for building and roadway construction projects for private entities and public agencies. She has extensive knowledge and experience with building codes as well as Caltrans standards. She is proficient in the execution of construction contracts, at the city, state, and federal levels. Her experience includes oversight for projects that include roadway reconstruction and rehabilitation, new and existing city intersection and streetscape construction/rehabilitation, underground utilities, structural components of large office buildings, condominiums, hotels and apartments. She can work independently with the contractor and as a member of a team to get the project to a successful completion.

KEY PROJECT EXPERIENCE

DUBLIN CITYWIDE ENERGY UPGRADES PROJECT ($25M); City of Dublin, CA; *Construction Inspector.* Rhea was the construction inspector for this design/build project that involved the design/builder to perform an Investment Grade Audit and develop and implement approved energy projects throughout the City. Projects to improve energy efficiency in the City include: solar canopies and battery backup systems, HVAC upgrades, generator upgrades, lighting upgrades, and traffic signal power backup with hydrogen fuel cell.

DUBLIN BLVD. PAVEMENT REHABILITATION PROJECT ($3.5M); City of Dublin, CA; *Construction Inspector.* Rhea was the construction inspector for this $3.5M federally funded project which included street resurfacing of approximately 1 mile of Dublin Boulevard between Scarlett Drive and Hacienda Drive. Work included curb ramp replacements, cold planning and overlay, dig-out repair, pavement markings, adjusting utilities to grade, and modifications to traffic signals, including adding traffic cameras. As one of the City's main commute corridors, Dublin Blvd. is three lanes in each direction with left and right turn lanes and bike lanes and is heavily congested. Ensuring the contractor followed approved traffic control plans was extremely important. Within the project limits, Dublin Blvd. is surrounded by residential and shopping / business centers and is located in a highly visible area requiring additional public outreach. Tricia verified monthly billing requests, hosted meetings, reviewed and responded to submittals and RFI's, prepared federally funded documentation, and the focal point of communication for the project team.

2020 SEWER REPAIR PROJECT, PHASE 2; San Rafael Sanitation District; *Assistant Resident Engineer/Construction Inspector.* Phase 1 of the project was five urgent repairs that were completed in 2021. Rhea is the construction inspector for Phase 2 which consists of repairing and replacing short segments of pipes between manholes, which total approximately 2.3 miles of sewer main. The pipe sizes range from 6 inches to 21 inches in diameter. This project also includes the replacement of 210 laterals and rehabilitation of 27 manholes, located in the Dominican, Gerstle Park, Downtown, and Francisco Boulevard West neighborhoods, which will take approximately ten months to complete. Permit Compliance Inspection: performed compliance inspections for development and public improvements for District permitted improvements. Also, completed District reports to document work performed.

James Beauchamp, EIT

Construction Inspector

consor

EXPERIENCE

26 years

EDUCATION

BS, Civil Engineering, California State Polytechnic University, San Luis Obispo

REGISTRATION/ CERTIFICATIONS

Engineer-in-Training #646

Class 1 Operator – Water Treatment

Confined Space Certified

40-Hour HazMat Certified

Class 2 Operator – Water Distribution

LOCATION

Walnut Creek, CA

JOINED FIRM

2015

James has spent over 26 years in the construction industry as a construction inspector on public works and highway construction projects. He is proficient in the execution of construction contracts, as well as construction inspection at the city, state and federal levels. His experience includes oversight for projects that include concrete bridges, pipeline, water and sewer, water treatment, roadway and freeway AC installation, pile driving, new and existing city intersection and streetscape construction/rehabilitation, and utilities.

KEY PROJECT EXPERIENCE

VARIOUS PROJECTS; City of Oakley; *Construction Inspector.* James served as the Construction Inspector for multiple development, capital improvement and permit inspection projects. Projects included new housing developments; new City infrastructure – streets, curb/gutter/sidewalk, underground utilities, signalized intersections and street lighting; new commercial developments including new City infrastructure; and capital improvements projects including roadways, drainage systems, and signals & lighting.

BUCHANAN FIELD AIRPORT RUNWAY 14L-32R REHABILITATION PROJECT ($5.5M); Contra Costa County; *Construction Manager.* This project is an FAA funded airport runway rehabilitation project. The work consists of rehabilitating asphalt concrete pavement, full width, on Runway 14L-32R, with the exception of the Runway 1L-19R intersection. Work included Cold milling, Crack repair, Full depth asphalt and PCC pavement removal, Earthwork/Grading, Asphalt surface course, P-401, Application of asphalt surface treatment, P-608, Runway grooving, Application of new pavement markings, P-620, Taxiway lighting and signage modifications. Additional work consisted of the removal and replacement of the Runway 14L-32R Medium Intensity Runway Lighting System including new conduit, base cans, pull boxes, cable, and LED fixtures, modifications to existing runway exit and distance remaining signs and a new constant current regulator, Portland Cement Concrete (PCC) joint, crack, and spall repairs and replacement of the pavement markings within the PCC runway ends on Runway 14L-32R and 1L-19R.

STREET RESURFACING 2018-2019 ($2.8M); City of San Rafael, CA; *Construction Inspector.* This project included installation of hot mix asphalt and/or micro-surfacing treatments at various locations throughout the City. This project also included installation of ADA compliant curb ramps, curb, gutter, and sidewalk.

MEASURE Q PAVEMENT REPAIR PROJECT 8 ($1.3M); City of Concord, CA; *Construction Inspector.* This is a locally funded street improvement project that resurfaced multiple local roads and installed replacement pavement delineation. Work also included new concrete curb & gutter, ADA compliant curb ramps and cross street valley gutters. James worked closely with the City and contractor to keep the public informed of the upcoming work to minimize parking impacts.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **2017 Storm Damage Slide Repair Projects;** City of San Rafael, CA; *Inspector*
- **Chilco Street Utility Undergrounding;** City of Menlo Park, CA; *Inspector*
- **2017 Annual and Measure J&L Paving Rehabilitation;** City of Orinda, CA; *Inspector*
- **California Avenue Streetscape Project;** City of Palo Alto, CA; *ARE/Inspector*



Andy Bodo, EIT

Construction Inspector

consor

EXPERIENCE

26 years

EDUCATION

BS, Construction Engineering & Construction Management, Western Michigan University

REGISTRATION

Engineer-in-Training
CA #115429

LOCATION

Walnut Creek, CA

JOINED FIRM

2015

Andy has more than 26 years of construction management experience in bridge and highway construction to Caltrans specifications. He has provided field inspection, office engineering, and contract administration to Caltrans highway and bridge and local assistance projects built to Caltrans specifications. His technical knowledge encompasses bridge construction and demolition, active utilities crossing the bridge, CISS piles, construction over water, stage construction, slope protection, AC paving, striping, pavement markings, and signage, streetlights, safety, SWPPPP, and traffic control, cast-in-place/prestressed box girder bridges, cast-in-place balanced cantilever segmental bridge construction, precast segmental bridge, bridge falsework, masonry soundwalls, retaining walls and MSE walls, and electrical and low-voltage system construction, including temporary and permanent intersections, traffic signal loop detectors, ramp metering, and fiber optic cable.

KEY PROJECT EXPERIENCE

CORTE MADERA TANK REPLACEMENT PROJECT ($5.5M); City of Palo Alto, CA; *Construction Inspector.* Andy provided construction inspection services for this water tank replacement project. Work consisted of the demolition of the existing 1.5MG potable water reservoir and installation of a new 1.5MG potable water reservoir in the same location. Work included grading, installation of new water piping, conduit, valves and vault, reconstruction of the surrounding roadway and fence installation.

FREMONT BLVD WIDENING PROJECT, PHASE II; City of Fremont, CA; *Structures Inspector.* Andy was structures inspector for this road and bridge/culvert widening project. Project work included demolition and disposal of existing facilities – asphalt pavement and pedestrian path, concrete curb and gutter, fence, and drainage headwall; performed earthwork and roadway excavation; installed a new pedestrian bridge, extended a triple-box culvert bridge, constructed a new retaining wall, and installed slope and channel bed protection; installed new PCC curb and gutter, sidewalk, driveways, and gravel driveway conforms; installed hot mix asphalt pavement; installed bioretention areas and associated drainage; landscape and irrigation system; installed traffic striping and pavement markings, and signs; and raised utilities to final pavement elevation.

SOUTHSIDE COMPLETE STREETS PROJECT ($11M); City of Berkeley, CA; *Construction Field Engineer.* This project improved Bancroft Way from Piedmont to Milvia, and Dana and Fulton Streets from Bancroft to Dwight Way. Improvements included grinding the existing roadway for a deep section of hot mix asphalt for the bus lane, old railroad removals, and an overall 2-inch grind and overlay of RHMA with improved roadway delineation. Other work consisted of new concrete bus pads, raised intersection crosswalks, curb ramps, sidewalk, curb and gutter, raised islands to separate a two-way bike lanes, signal upgrades and landscaping.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **San Bruno Grade Separation Program;** Caltrain; *Structures Representative*
- **Hercules Intermodal Transit Center San Francisco Bay Trail Project Phase 1;** City of Hercules, CA; *Construction Inspector*
- **Roberts Road Bridge Reconstruction;** Town of Los Gatos, CA; *Construction Inspector*
- **Charles Hill/Honey Hill/Miner Road Pavement Rehabilitation;** City of Orinda, CA; *Construction Inspector*



Danielle White

Construction Inspector

Danielle has 19 years of experience in the construction industry in multiple capacities. She has provided construction management for buildings, infrastructure, and public works construction projects. Danielle has worked on sewer replacement, roadway, concrete elements, and storm drain improvement projects. Her responsibilities have included field inspection, job cost management, procurement, project coordination and project close out. She has a strong working knowledge of Caltrans Construction Manual and contract administration procedures.

consor

EXPERIENCE

19 years

EDUCATION

BS, Construction Management, California State University, Chico

LOCATION

Walnut Creek, CA

JOINED FIRM

2014

KEY PROJECT EXPERIENCE

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES; County of Alameda Public Works Department; *Field Engineer/Construction Inspector.* Danielle was the City's field engineer/construction inspector for numerous projects reporting to the County Supervisor Inspector. She notably worked on the Mission Blvd Corridor Improvement Project, which extends from Highway 238 to the Hayward City Limit in Unincorporated Alameda County. The work included undergrounding overhead utilities, streetscape and multimodal transportation improvements, removal of utility poles and overhead wires, improving pedestrian spaces, and enhancing ADA accessibility. The project included improvements to crosswalks, transit stops, street lighting, storm water quality, street trees, and new raised separated bikeways.

FY 2020-2021 GRAVITY SEWER REHABILITATION PROJECT ($5.6M); Ross Valley Sanitary District; *Construction Inspector.* This project upgraded sanitary sewer for several cities in Marin County. The project work included constructing new diversion sanitary sewer pipelines and replacing existing pipelines by open-cut and removal and replacement, replacing existing sanitary sewer by pipe bursting, rehabilitating existing sewer by cured-in-place pipe (CIPP), including sawcut, excavation and backfill, shoring, replacing laterals, disconnecting and reinstating lateral connections, abandoning existing sewer pipelines and manholes, removing existing cleanouts and manholes, constructing new manholes and property line cleanouts, asphalt concrete pavement restoration, CCTV inspection, traffic control, project signs, and bypass pumping of sanitary sewer flow. Danielle provided day to day inspection and documentation, coordinated materials testing and ensured that all work was competed in accordance with the contract documents and the required permit jurisdictions.

KIRKER PASS ROAD NORTHBOUND TRUCK CLIMBING LANE PROJECT ($15M); Contra Costa County Public Works; *Construction Inspector.* This project was to install a truck safety lane on one of the County's most well-traveled commute routes. The project constructed six retaining walls and grind and pave four lanes for approximately two miles, related drainage improvements and restriping. Coordination occurred with the Cities of Concord and Pittsburg, Union 76, and the Concord Pavilion. This project was funded by multiple sources including federal, state, and local.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Capuchino High School & Vicinity Sewer Capacity Upgrade Project;** City of San Bruno, CA; *Field Engineer/Construction Inspector*
- **Sewer Modernization Program–Hillcrest Subbasin 3;** City of Millbrae, CA; *Field Engineer/Construction Inspector*
- **Sewer Modernization Program–Madrone Subbasin 1 & 2;** City of Millbrae, CA; *Field Engineer/Construction Inspector*

Kevin Dickens

Construction Inspector

consor

EXPERIENCE

40 years

TRAINING

Management & Leadership Training Program, Public Works Utilities Waterworks Management Institute

LOCATION

Walnut Creek, CA

JOINED FIRM

2016

Kevin has over 40 years of experience in the construction of public works and water infrastructure projects. He has acted in the role of construction supervisor and inspector on behalf of cities and utility agencies providing clear direction and explaining plans and contract terms in a clear and understandable way. He is safety conscious and detail oriented, as well as innovative, adept at finding engaging ways to motivate construction teams to exceed expectations and maintain high standards. As a supervisor on construction sites, Kevin collaborates successfully with engineers, owners, city officials and construction staff to complete multi-million-dollar projects. Kevin has extensive experience with water systems, pipelines, tanks, mechanical and electrical systems, with underground utilities, roadway improvements including failure repairs, HMA overlay and paving, and signalized intersections.

KEY PROJECT EXPERIENCE

SUTTER AVENUE URBAN GREENING, PHASE 1 ($3.6M); City of San Pablo, CA; *Construction Inspector.* This project replaces and installs storm drain infrastructure to provide storm water capture and treatment and to reduce flooding in the Sutter Avenue neighborhood. The Project replaces storm drain pipes and inlets, installs new storm drain pipes, manholes, inlets, associated stormwater facilities, suspended pavement modular systems, precast modular bioretention units and plants new trees. The Project also performs typical roadway maintenance including replacement of curbs, sidewalks and curb ramps, slurry seal and new striping.

ANNUAL AND MEASURE J&L PAVING REHABILITATION PROJECT ($10M); City of Orinda, CA; *Construction Inspector.* Kevin was one of the construction inspectors for this project that was funded from both local and County funds. The project reconstructed 62 streets all over the City. Roadway rehabilitation method was primarily through Full Depth Reclamation, with only one location performing a 3-inch mill and fill of the existing roadway. The project also replaced numerous storm drain systems and replaced damage concrete lined ditches. Re-establishing utilities and survey monuments in the new roadway, replacement HMA dike & ditches and roadway striping were also part of the project work.

POPLAR CORRIDOR SAFETY IMPROVEMENT PROJECT; City of San Mateo, CA; *Construction Inspector.* The project constructed a median island on Poplar Ave from Amphlett Blvd to Idaho St, as well as traffic calming improvements along Humboldt St. from Peninsula Ave to E. Poplar Ave as a result of the traffic diversion. Traffic calming improvements included: bulbouts at College/ Humboldt intersection and mid-block in front of the court house, landscaping with new trees, pedestrian level lighting, radar feedback signs, and signal upgrades at Humboldt/Poplar. Kevin performed construction inspection and daily documentation of contractor's activities. He was a backup inspector to the primary inspector on the project.

ADDITIONAL RELEVANT EXPERIENCE

- **Saratoga Avenue Water Main Replacement ($650k);** San Jose Water Company; *Project Manager/Construction Inspector*
- **Iron Horse Lane Water Main Replacement Project ($2M);** Alameda County Water District; Construction Inspector
- **Johansen Avenue Water Main Replacement ($375k);** San Jose Water Company; *Construction Oversight*

Larry Cornelius

Construction Inspector

consor

EXPERIENCE

30+ years

CERTIFICATIONS AND TRAINING

California Standard Test Methods: 201, 202, 216, 217, 226, 227, 231, 375, 518, 533, 539-541

Nuclear Gauge Certified, ACI Level 1, Concrete Technician

LOCATION

Walnut Creek, CA

JOINED FIRM

2022

Larry's experience in the construction industry includes construction inspection roads, underground utilities including water, sewer, storm drain, mass grading, levees, signals and lighting, and roadway rehabilitation projects. He has intimate knowledge of Caltrans standards as well as the Green Book. He is skilled in construction inspection, materials testing, concrete sampling, asphalt pavement inspection, and concrete placement, excellent communication skills, progress pay estimates and quantity calculations, and effective teaming with contractors, designers, oversight agencies, and the general public.

KEY PROJECT EXPERIENCE

VARIOUS DEVELOPER PROJECTS CONSTRUCTION INSPECTION AND MATERIALS TESTING; Contra Costa County Public Works – Design and Construction, Contra Costa County, CA; *Construction Inspector.* Larry worked as the construction inspector for multiple developer projects ranging in cost from $2M to $20M, as well as materials testing support needs. Larry's specific inspection and materials testing duties included curbs, gutters and sidewalks, storm drains, water mains and laterals, sewer mains and laterals, roadway pavement, and signals and street lighting.

UNION CITY BLVD. BIKE LANE PROJECT ($17M); City of Union City, CA; *Construction Inspector.* Larry is the construction inspector for this bike lane and roadway improvement project. The scope of work includes the completion of bike lane gap between Smith St and Alameda Creek Bridge (Fremont City Limits and Buffererd Bike Lanes), improving overall bike access to local trails and bikeway network to and from schools and parks including improvements from Delaine Elementary School on Rocklin Dr. and improved access to regional trails, improving pedestrian and bicycle crossings at signalized intersections, completing pavement rehabilitation along Union City Blvd within the project limits, and improving overall lighting and drainage infrastructure.

DOUGHERTY VALLEY DEVELOPMENT, CONTRA COSTA COUNTY, SAN RAMON, CA; Contra Costa County Public Works – Design and Construction, Contra Costa County, CA; *Construction Inspector.* This project was constructed by Contra Costa County as the Dougherty Valley Development that was turned over to become part of the City of San Ramon. The development included numerous individual projects ranging in construction cost between $5M and $30M. These were federally funded projects and developer funded projects and consisted of County oversight and inspection of brand-new city roadways, traffic signal installations, various types of box culvert construction, concrete box girder bridge construction, parks, schools, storm drain, water, sewer utility installations. Some specialty projects included the construction new schools (K-12), high school artificial turf soccer field, and parks.

ADDITIONAL RELEVANT EXPERIENCE

- **South Broadway Water Main;** Contra Costa County Public Works; *Construction Inspector*
- **Countywide Surface Treatment Projects ;** Contra Costa County Public Works; Construction Inspector



Pablo Galindo

Construction Inspector

consor

EXPERIENCE

31 years

CERTIFICATION

40-Hour HazMat

LOCATION

Walnut Creek, CA

JOINED FIRM

2023

Pablo has over 30 years of experience in the construction industry for highway, roadway, and underground utility improvement projects. He has extensive knowledge of Caltrans standards and has been a general construction foreman for various construction contractors for the past 15 years. He has experience with earth work and pavement renovation including grading, backfill and compaction, curb, gutter and sidewalk, HMA paving, sanitary sewer, and underground, electrical and signal improvements. He has excellent communication skills and knowledgeable in the organization methods to construct complicated projects.

KEY PROJECT EXPERIENCE

BOLIVAR DRIVE IMPROVEMENTS; City of Berkeley, CA; *Construction Inspector.* This project is a developer funded roadway improvement project for the City of Berkeley. The project is part of a major development by LB2 and Lane Partners, formally known as Berkeley Commons for life science and biotech research and development facilities. As part of the project, the developer is required to improve Bolivar Drive and the Berkeley Aquatic Park area. The project reconstructs Bolivar Drive from Addison Street to the Dreamland playground, installs a pedestrian/bike path, and provides communal grounds. The path along Bolivar Drive, will be planted with thousands of mostly native plants. The project work will also include sanitary sewer, undergrounding overhead utilities and drainage improvements. Pablo is providing inspection for contract compliance, performing field measurements of completed work, documenting work with daily reports and photographs and assisting the construction management team with any other needs.

GILMAN SEWER PROJECT; City of Berkeley, CA; *Construction Inspector.* Pablo was the construction inspector and oversaw the installation of approximately 400-ft. of 6-inch force main and 300 ft. of 6-inch gravity sewer in Gilman Avenue underneath Interstate 80. The force main was installed inside a 12-inch steel casing, and the force main was supported inside the casing. The contractor also installed two manhole structures. Groundwater and contaminated soils were also of concern during the installation. The work was part of a larger Caltrans project which included installation of this sewer main under a separate joint use agreement.

MONUMENT BOULEVARD CLASS 1 PATH PROJECT ($4M); City of Concord, CA; *General Foreman.* Pablo was the construction contractor's general foreman on this federally funded project that constructed a new Class 1 pervious concrete path along Monument Blvd. between Walters & Cowell with signal improvements at both intersections. Other project work includes storm drain improvements, concrete replacement work, roadway repairs & resurfacing, and planting & irrigation improvements.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

- **Highway 101 & Tully Road On-ramp, Culvert Replacement;** City of San Jose, CA; *General Foreman*
- **Various Curb Ramp Improvements Project;** City of San Jose, CA; *Construction Superintendent*
- **Multiple Freeway Slab Replacement Projects;** California Department of Transportation; *Construction Superintendent*

Rolando Calvo

Construction Inspector

consor

EXPERIENCE

40+ years

EDUCATION

BS, Civil Engineering, University of the City of Manila, Philippines

CERTIFICATIONS AND TRAINING

Certificate, Pipeline Assessment Certification Program

Certificate, HAZWOPER, Compliance Solution

Certificate, Fundamentals of Inspection Practice, UC Berkeley Institute of Transportation Studies

Certificate, Asphalt Pavement Design, Construction and Maintenance, UC Berkeley, ITS

Certificate, OSHA 3010, Excavation, Trenching and Soil Mechanics

Certificate, OSHA 2264, Permit Required Confined Spaces Entry

LOCATION

Walnut Creek, CA

JOINED FIRM

2023

Rolando has more than 40 years of extensive work experience in engineering and construction projects, specialized in construction inspection, project monitoring, and management of large and complex infrastructure projects including but not limited to construction of sewerage system, pump station, force main, effluent pond sludge drying facilities, watermains, recycled waterlines, and drainage improvement projects. Rolando also has knowledge and experience in HMA pavement construction, rehabilitation, and maintenance, as well as roadway concrete improvements including curb, gutter, sidewalk and curb ramp construction. Rolando has assisted to complete projects on schedule and within budget in accordance with contract requirements. He has performed inspection of construction activities to ensure conformance with approved contract document. He has worked with private companies, various utility companies, numerous agencies, and the public. His experience, ability to work well with others, and attention to detail is a benefit to all projects.

KEY PROJECT EXPERIENCE

DUBLIN CITYWIDE ENERGY UPGRADES PROJECT ($25M); City of Dublin, CA; *Construction Inspector.* Rolando was the construction inspector for this design/build project that involved the design/builder to perform an Investment Grade Audit and develop and implement approved energy projects throughout the City. Projects to improve energy efficiency in the City include: solar canopies and battery backup systems, HVAC upgrades, generator upgrades, lighting upgrades, and traffic signal power backup with hydrogen fuel cell.

2020-21 STREET RESURFACING PROJECT ($3M); City of Daly City; *Construction Inspector.* Rolando performed inspections for this $3M project that included asphalt concrete (AC)/hot mix asphalt (HMA) grinding and paving. Scope of inspection included installation of new concrete sidewalk, curb and gutters; construction of Americans with Disability Act (ADA) compliant curb ramps and driveways; installation of thermoplastic striping and markers, re-setting or relocation of existing signs and sign posts; reconstruction of top of catch basins, construction of new catch basins, and resetting of survey monuments.

MISSION STREET STREETSCAPE PROJECT; City of Daly City; *Construction Inspector.* Rolando performed field inspection and monitored contract work to ensure compliance with plans and specifications. Project work consisted of bulb out and curb ramp improvements, landscaped median widening with new irrigation and planting, roadway base repairs and slurry seal, new traffic striping/pavement markings, high visibility crosswalks, pedestrian street lighting, and pedestrian safety signage improvements along Mission Street from Crocker Avenue to Templeton Avenue.

ADDITIONAL RELEVANT EXPERIENCE

- **Various Capital Improvement Projects and Permit Inspections;** City of San Rafael Sanitation District; *District Employee*
- **Wet-Weather Program I&II;** City of South San Francisco; *Construction Inspector*
- **Connemara Subdivision Development Project;** City of Pacifica; Construction Inspector
- **Redwood City Recycled Water Project;** City of Redwood City; *Construction Inspector*



Jim Auser, PE

Responsible Materials Engineer

Jim Auser is a licensed Civil Engineer in the State of California and has developed a significant amount of hands-on experience during his 29-year career in the construction industry. As a registered civil engineer, he provides significant levels of support to our clients in his role as project manager and responsible engineer. His project specific duties cover a wide range of services, including mix design preparation, job specification review and review of project construction submittals. He provides engineering oversight for BSK's field inspectors/technicians. Jim specializes in concrete construction and their constituents, as well as in the development of specialty load test applications. He is flexible, creative and cost conscious in his engineering approach, and consistently works cooperatively with project teams at all levels.

EXPERIENCE

29 years

EDUCATION

BS, Civil Engineering, California State University, Chico

REGISTRATION

Professional Engineer CA #59941

CERTIFICATIONS AND TRAINING

Radiation Safety and Use of Nuclear Gauges

ACI Field Testing Technician Grade I

ICC

Reinforced Concrete

Structural Masonry

Prestressed Concrete

LOCATION

Livermore, CA

JOINED FIRM

2008

KEY PROJECT EXPERIENCE

ON-CALL GEOTECHNICAL ENGINEERING AND SPECIAL INSPECTION SERVICES; City of Pleasanton, CA; *Senior Materials Engineer.* As senior materials engineer, Jim has served as the responsible engineer with BSK's current on-call geotechnical engineering, materials testing/special inspection services contract with the City. Jim has served in this role through multiple contract periods, beginning in 2008 to the current fiscal year.

ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION, DALTON RESERVOIR REPLACEMENT TASK ORDER; City of Livermore, CA; *Materials Engineer.* Jim served as the Materials Engineer for this project. BSK provided support for coating inspections, special inspection and materials testing services to the project owner, the City of Livermore, coordinating directly with the City's project team. As a task order to an on-call environmental/geotechnical and materials testing contract with the City of Livermore, this project replaced the existing 2-million-gallon steel water reservoir (Dalton Reservoir) with a new 3.41-million-gallon steel reservoir on a 5.7-acre site.

SANTA FE ROAD BRIDGE REPLACEMENT PROJECT; Stanislaus County, CA; *Responsible Engineer.* The $14.3 million bridge replacement project was necessary after the existing bridge was deemed to be functionally obsolete and was largely funded with federal and state funds. Jim served as BSK's Responsible Engineer for the earthwork, concrete, and reinforcing steel elements during construction.

2018 URBAN PAVEMENT PRESERVATION PROJECT, TASK ORDER FOR MATERIALS TESTING ON-CALL SERVICES CONTRACT; Stanislaus County, CA; *Responsible Engineer.* The 2018 Urban Pavement Preservation Project consists of the application of rapid setting slurry and asphalt rubber chip seal on 17 miles of roadway in Stanislaus County. Jim serves as BSK's Responsible Engineer for the earthwork, concrete, hot-mix asphalt pavement and slurry/chip seals during construction.

WARNERVILLE ROAD AND BENTLEY ROAD ROADWAY RECONSTRUCTION; Stanislaus County, CA; *Responsible Engineer.* The project incorporated two methods of full-depth reclamation of existing materials (lithtec and cement stabilization) along with hot-mix asphalt pavement and chip seal application.



Dennis Ness

Special Inspector

Dennis Ness has over 25 years of construction inspection experience, is highly certified, and has significant hands-on experience in special inspection, including CWI welding inspections. He has also earned the ICC certification of "Master of Special Inspection". He communicates well with project design professionals, construction and inspection teams, subcontractors, and local building officials. Mr. Ness has extensive working knowledge of the various building codes and materials compliance testing procedures and is adept in applying his expertise. He serves as a special inspector for BSK. He is flexible, creative, and cost- conscious in his engineering approach, and consistently works cooperatively with project teams at all levels.

BSK ASSOCIATES

EXPERIENCE

25 years

CERTIFICATIONS AND TRAINING

AWS-Certified Welding Inspector (CWI)

ICC-Master of Special Inspection

ICC-Reinforced Concrete

ICC-Structural Masonry

ICC-Structural Steel

ICC-Spray-Applied Fireproofing

ACI-Certified Concrete Field Technician

ACI-Epoxy Adhesive Anchor Inspector

Nuclear Moisture/ Density Gauge

LOCATION

Tracy, CA

JOINED FIRM

2004

KEY PROJECT EXPERIENCE

DALTON RESERVOIR REPLACEMENT; City of Livermore, CA; *Lead Special Inspector.* The project replaced the aging existing 2-million-gallon potable water storage tank with a new 3.4-million-gallon steel reservoir. Dennis served as lead special inspector with a primary focus on structural steel welding inspection of the reservoir tank. Dennis provided inspection for more than 20,000 linear feet of welds and nearly 1.25 million pounds of steel materials.

ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION, BRISA STREET SANITARY SEWER PROJECT TASK ORDER; City of Livermore, CA; *Special Inspector.* Dennis served as special inspector during the installation of a new underground 30" diameter pipeline. His scope of work included field welding inspection and observation of high-pressure grouting operations.

PINOLE-HERCULES WATER POLLUTION CONTROL PLANT UPGRADES AND EXPANSION ($48M); City of Pinole, CA; *Primary Special Inspector.* With this project, every treatment process had to be updated except for digestion. Dennis was the primary special inspector for the concrete and structural steel project elements. The overall facility improvements were designed to increase wet-weather discharge capacity and included a new larger capacity treated effluent pipeline, new secondary clarifiers, influent and effluent pump stations, and aeration tanks.

HIGHWAY 120 AND UNION ROAD DIVERGING DIAMOND INTERCHANGE; City of Manteca, CA; *Concrete Materials Tester.* Dennis has served as concrete materials tester for the quality assurance services to this project. As part of the City of Manteca's Construction Management Team, he provided materials sampling and testing services for concrete at the supplier and onsite in accordance with Caltrans specifications and provisions.

CASTLEWOOD SERVICE AREA ZONE 2 REDWOOD WATER TANKS REPLACEMENT; Alameda County, CA; *Special Inspector.* Dennis was the special inspector for this project handling the vast majority of the welding inspections and source inspections. This project addressed the geologic aspects as the site is in Castlewood, a neighborhood in Pleasanton well known for having landsliding and faulting issues. The project consists of the replacement of two existing 100,000-gallon redwood storage water tanks that have been experiencing significant leaking for years with two new 150,000-gallon steel tanks. The project site is located inside an Alquist-Priolo Earthquake Fault Zone and a Landslide Hazard Zone. BSK also served as the geotechnical engineer-of-record.



Matt Lagerstrom

Materials Tester/Special Inspector

Matt Lagerstrom has over 17 years of experience in construction inspection, materials testing and soils observations throughout California. He has worked on a variety of municipal, educational, healthcare, commercial and residential projects and has performed field inspections and laboratory testing in accordance ASTM (American Society for Testing and Materials), the California Department of Transportation Test Methods (CTM), and among others. Mr. Lagerstrom effectively interfaces with both the Construction Services Group and the Geotechnical Engineering Group, providing field and laboratory support for both groups through his wide range of services encompassing soils, concrete, and Hot-Mix Asphalt paving.

BSK ASSOCIATES

EXPERIENCE

17 years

CERTIFICATIONS AND TRAINING

Caltrans

125, 231, 375

CPN Nuclear Gauge Operator

LOCATION

Livermore, CA

JOINED FIRM

2015

KEY PROJECT EXPERIENCE

ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION, SANITARY SEWER REPLACEMENT TASK ORDER; City of Livermore, CA; *Materials Tester/Special Inspector.* Matt has served as materials testing/inspector with project task orders to include the Brisa Street sanitary sewer replacement which involved replacement of approximately 10,225 lineal feet of pipe with trench depths varied from 4 feet to 7.5 feet.

ON-CALL MATERIALS TESTING/QUALITY ASSURANCE TESTING FOR ANNUAL ROADWAY REHABILITATION PROJECTS AT VARIOUS LOCATIONS; City of Walnut Creek, CA; *Compaction Tester.* Matt provided compaction testing for roadway overlay dig outs and hot-mix asphalt batch plant inspections and testing to support numerous segments of roadway throughout the City of Walnut Creek, with some of the projects received federal funding. All materials testing work was performed in accordance with Caltrans and City specifications. He also functions as an extension of the City for some inspection services.

ON-CALL MATERIALS TESTING/CENTENNIAL PARK PHASE I TASK ORDER; City of El Cerrito, CA; *Lead Materials Tester.* Matt was the lead materials tester to this project along the Ohlone Greenways which was funded in part by an East Bay Regional Park District Measure WW grant.

ON-CALL CONTRACT TASK ORDER, ALHAMBRA VALLEY BRIDGE REPLACEMENT; City of Martinez, CA; *Soils Compaction Tester.* This emergency project constructed a single span, pre-cast prestressed voided slab bridge approximately 60 feet long and 40 feet wide supported on concrete abutments on driven piles. Matt supported this Caltrans designed project with soils compaction testing, hot-mix asphalt compaction testing, concrete field sampling and testing, and plant supplier sampling.

I-80/CENTRAL AVENUE OPERATIONAL IMPROVEMENTS, PHASE I; City of Richmond, CA; *QA Materials Testing.* The I-80/Central Avenue interchange is a tight-diamond configuration providing full access to the I-80 freeway. Improvements were designed to Caltrans Standards to relieve congestion. Matt provided Quality Assurance testing materials testing to the Resident Engineer on the entire project to include soils, aggregate base, Hot-Mix Asphalt, and concrete.

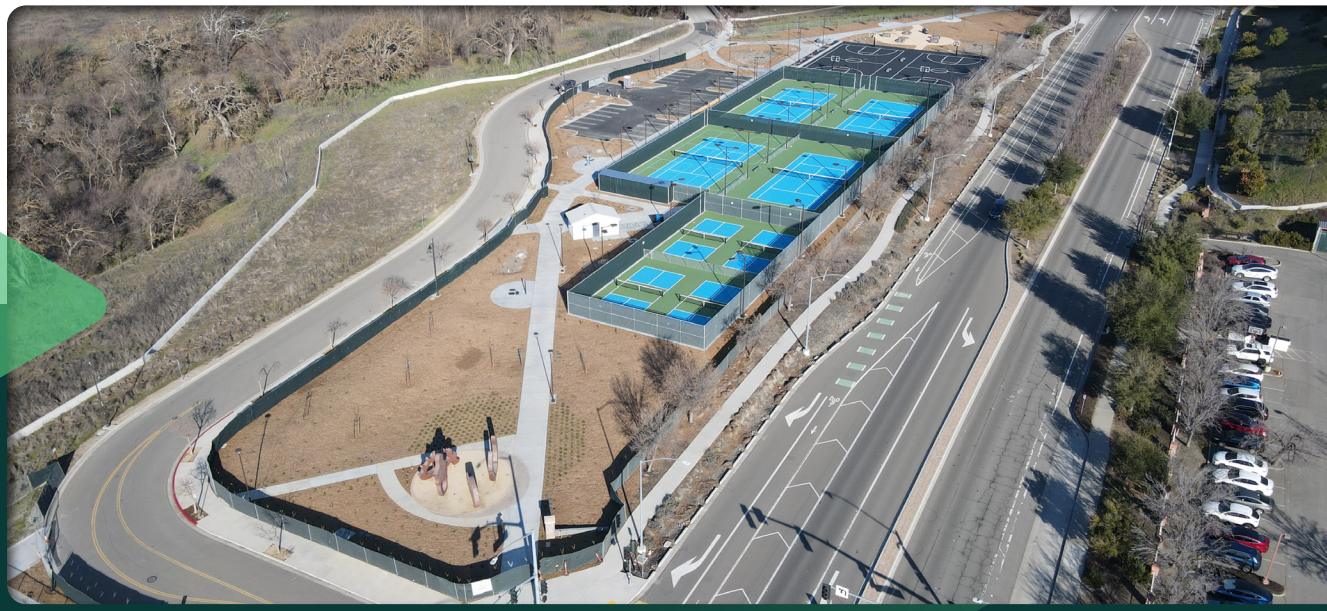
STATEMENT OF QUALIFICATIONS

CITY OF DUBLIN
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES









GFT

JULY 25, 2025

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APPENDIX - RESUMES

July 25, 2025

Julius Pickney - Management Analyst II
City of Dublin, Public Works Department
100 Civic Plaza
Dublin, California 94568

SECTION 1. COVER LETTER

Statement of Qualifications –
Construction Management & Inspection Services

Dear Mr. Pickney,

Dublin's capital improvement projects require construction management partners who deliver with expertise, responsiveness, and consistency. GFT Infrastructure Inc. (GFT) is proud to submit our Statement of Qualifications for Construction Management and Inspection Services, bringing a seasoned team you already know and trust, ready to step in wherever and whenever needed.

Formerly known as Gannett Fleming, Inc., GFT rebranded on May 30, 2025, while retaining the same Federal Employer Identification Number (FEIN) and DUNS (60-915-3887). With over a century of engineering excellence and a strong regional presence, GFT is well-positioned to support the City of Dublin's construction management needs.

We remain the firm you know and trust, now with expanded resources to provide the City with responsive, high-quality service. Our team brings deep expertise in construction means and methods, inspection and safety protocols, and documentation practices aligned with the latest version of the City's Standard Plans and Caltrans LAPM requirements.

You know our team. You've seen our work. And you can continue to rely on our proven track record of success in the City of Dublin.

For all RFQ-related communication, please contact:
Kellen MacPhee, PE - Project Manager, GFT Infrastructure, Inc.
1000 Burnett Avenue, Suite 445, Concord, CA 94520 | kmacphee@gftinc.com (415) 470-1757

John Collins, PE, as Vice President, Construction Services, Northern CA, is authorized to represent GFT, Infrastructure Inc., in contractual issues. He can be reached via cell at (510) 774-9039 or email at jcollins@gftinc.com.

We appreciate the opportunity to support Dublin's infrastructure goals and look forward to the possibility of working together once again to deliver reliable, high-quality construction management services.

Respectfully Submitted,

Kellen MacPhee, PE

Project Manager
GFT Infrastructure, Inc.

John Collins, PE

Vice President Construction Services,
Northern CA
GFT Infrastructure, Inc.



SECTION 2

QUALIFICATIONS AND EXPERIENCE

Strategic Partnerships that Strengthen Project Delivery

GFT has a proven track record of delivering high-quality, on-time, and on-budget projects in close partnership with our trusted subconsultant BSK Associates (BSK), leveraging their specialized expertise and local knowledge to exceed client expectations.

About GFT

GFT Infrastructure, Inc. is a nationally recognized, full-service engineering and architecture firm delivering integrated solutions across transportation, water, facilities, construction management, power, and IT sectors.

- **Founded in 1915**, GFT has grown to over **5,000+ professionals**, including **1,100+ construction management and inspection (CMI) experts**.
- **130+ offices nationwide**, **21** in **California**.
- Our **Construction Services Group** has managed over **$2.5 billion** in projects over the past five years and currently oversees **$500 million annually.**

We bring deep expertise across all phases of construction, and a proven track record of performing CMI Services, including:

- Project Management and Coordination with Caltrans and in accordance with LAPM.
- Utility coordination and construction engineering.
- Falsework design and review.
- Change to Quality Control/Quality Assurance.

Our commitment to quality, innovation, and continuous improvement is embedded at every level of our organization, ensuring high-value outcomes for our clients and the communities we serve.

Our Subconsultant Team

For this contract, GFT has assembled a team of professionals who have successfully worked together on previous projects for the **City of Dublin**. Their familiarity with your staff, facilities, and expectations, combined with their proven ability to function as a cohesive unit, ensures your projects will be delivered **efficiently, collaboratively, and on time**.

We included BSK Associates as a subconsultant to provide materials testing/special inspection services for these projects. BSK has worked with the City for over 21 years, and is familiar with your staff, facilities, and projects.

BSK Associates (BSK), BSK brings a proven team of construction-materials testers, geotechnical engineers, environmental scientists, and laboratory specialists. With nearly six decades of experience serving public-sector clients, including on-call support to the City of Dublin since 2004, BSK employs roughly 200 professionals from offices and laboratories across California and Washington, anchored by its full-service hub in Livermore. BSK's capabilities include:

- State-certified lab for Federal Aid Project material testing.
- Field and Laboratory Compaction Testing (Caltrans and ASTM methods).
- Plant inspection.
- Special Inspections.
- Public Works Inspection.



SECTION 3

PROJECT REFERENCES

Proven Performance—Our Clients Say It Best.

As demonstrated in our project profiles and references, we serve as trusted representatives in the field, safeguarding our clients' interests throughout every phase of the project.



On-Call Project and Construction Management | *City of Dublin*

GFT provides project and construction management, engineering, inspection, and materials testing under an on-call contract. For the **Iron Horse Nature Park** and **Green Stormwater Infrastructure** projects ($6.8M), GFT coordinated utility relocations with PG&E and managed change orders to replace shallow gas and water lines, mitigating delays. At **Wallis Ranch Community Park** ($9M), GFT oversees construction of an 8.85-acre recreational facility featuring sports courts, playgrounds, and site improvements including paving, bioswales, and electrical systems—ensuring quality, coordination, and on-time delivery across all phases. **> Reference:** Laurie Sucgang, PE, Asst Public Works Director, City Engineer; (925) 833-6630; laurie.sucgang@dublin.ca.gov **> Duration:** 2017 - Ongoing



On-Call Construction Management and Inspection Services | *City of Napa*

GFT provided construction management, inspection, and oversight of materials testing for three City Public Works projects totaling $7.7M. Work included sidewalks, curbs, storm drains, FDR, and HMA overlays. GFT was responsible for contract administration, payments, change orders, QC/QA monitoring, and claims. Projects included Laurel St. Rehabilitation, Westwood Ave., and Salvador Ave. **> Reference:** Joe Carrion, City Construction Manager; (707) 257-9235; jcarrion@cityofnapa.org; **> Duration:** 2024 - 2025



On-Call Resident Engineer and Construction Inspection Services | *Sonoma County DOT and Public Works, Sonoma County, CA*

GFT provides on-call engineering and inspection services to Sonoma County for various transportation infrastructure projects, such as roadways, bridges, traffic signals, and other CIP projects. GFT manages construction activities, ensures compliance with plans, coordinates with utilities, and supports communication between the County and contractors. **Task Order #7** covers construction oversight of the $9.4M Geysers Road Bridge Replacement, involving a new two-lane bridge, improved safety, drainage, and environmental features. GFT oversees construction, compliance documentation, and subconsultant coordination with BSK, while preserving the original bridge as a historic landmark. **> Reference:** Anthony Moore, Senior Civil Engineer; (707) 565-2958; anthony.moore@sonomacounty.org **> Duration:** 2024 - Ongoing



SECTION 4

KEY PERSONNEL

Leadership You Know and Trust

A contract of this importance deserves the commitment of the best people. We have crafted a team that meets all of the technical requirements, has an understanding of the City's goals and objectives, and can integrate seamlessly into this on-call contract to maintain consistency and continuity on projects. The City can be confident that projects under this contract are in capable hands, backed by the following strengths:

- **Extensive Experience:** Trusted advisors to the City of Dublin and numerous other cities and local agencies, delivering major projects on time and within budget.
- **Proven Responsiveness:** Prompt and effective coordination with the City, designers, and stakeholders to resolve issues and maintain project momentum.
- **Collaborative Leadership:** A cooperative, communicative, and collaborative approach that positions our team as true allies to the City.

KEY PERSONNEL



John Collins, PE

As **Project Principal,** John brings over 37 years of construction and project management experience on on-call contracts in the public and private sectors. John will provide advisory support and be responsible for enforcing and administering the contract; committing firm resources, and making sure that all critical schedule and budget milestones are met on this contract.



Kellen MacPhee, PE

As **Project Manager and Primary Point of Contact,** Kellen brings more than 19 years of experience delivering transportation and infrastructure projects. He has managed multiple City of Dublin projects and is well-versed in Caltrans standards and safety protocols. Kellen will be responsible for providing project oversight and leadership throughout the contract to meet budget and schedule requirements, and making sure that constant communication is maintained throughout all phases of the project.



Hank Doll, PE, QSD/P

With 37 years of experience in transportation infrastructure construction, Hank is an expert in bridges, highways, and constructability reviews. He serves as a Subject Matter Expert in falsework and prestressing systems. As **Resident Engineer,** Hank will lead field operations as related to all pre-construction, construction and post-construction activities.

SECTION 7

REQUIRED STATEMENTS

Professional Services Agreement

GFT has no exceptions to the provisions of the Sample Professional Services Agreement.

Conflict of Interest

GFT is not aware of any potential conflicts.

Insurance Requirements

GFT shall provide insurance coverage as follows in conformance with the City of Dublin's Requirements:

- General Liability Insurance: $2,000,000
- Automobile Liability Insurance: $2,000,000
- Professional Liability Insurance: $10,000,000
- Workers' Compensation Insurance: $1,000,000

ORGANIZATION CHART

Our Team is committed to the City of Dublin for the duration of the contract. GFT will not substitute team members without City of Dublin approval.



STAFF QUALIFICATIONS & AVAILABILITY

GFT has the extensive resources and proven experience to manage multiple projects concurrently, ensuring full dedication of staff, efficient resource utilization, and successful project delivery on schedule and within budget, while maintaining high-quality standards and responsiveness throughout the contract duration. Given the on-call nature of this contract, staff will be 100% available for the duration of any assignment to ensure successful project delivery. Assuming the hourly limits detailed in the Standard Consulting Agreement, we have provided the percentage available for each team member, including their commitment to this contract and other ongoing assignments.

Availability Table

Name	Role	Year of Experience	% Available to Dublin	% on Other Assignments
John Collins, PE	Project Principal	37	50%	50%
Kellen MacPhee, PE	Project Manager	19	85%	15%
Hank Doll, PE, QSD/P	Resident Engineer	37	75%	25%
Samantha Overton-Katz, PE	Resident Engineer	9	80%	20%
Dennys Sudarma, PE, ENV SP	Resident Engineer	8	90%	10%
Angela Smith, EIT	Office Engineer	26	90%	10%
Asheton Doll	Inspector	6	90%	10%
Mario Figueroa, EIT	Inspector	7	90%	10%
Brian Barcelona	Inspector	31	90%	10%
James Auser, PE	Materials Testing	29	as needed	as needed
Randy Cortez	Materials Testing	15	as needed	as needed



SECTION 5

PROJECT APPROACH

Familiarity with City of Dublin Policies and Procedures

GFT offers proven expertise in municipal project management, having delivered diverse capital improvement projects, including for the City of Dublin, from planning through close-out. Our proactive approach starts with strategic planning and continues through coordinated efforts with contractors and stakeholders. Led by seasoned construction specialists, we prioritize communication, collaboration, and detailed documentation to help safeguard the City from costly claims and delays, ensuring quality results from day one. Major tasks are summarized below.

Construction Management Scope of Services Table

Task 1 – Pre-Construction Services		
Feature	**Function**	**Deliverable**
Biddability, Constructability Review	Review contract documents for biddability and constructability. Review plans, specifications, and estimates for potential issues that could lead to delays, disputes, and change orders during construction.	▪ Biddability/ constructability recommendations. ▪ Issue bid addendums
Design Team Coordination	Provide construction-specific recommendations to the design team. Review and comment on construction and logistics plans.	▪ Construction Input and Logistics Plan Comments
Pre-Construction Meeting	Discuss project specifics and expectations with the contractor, utilities and other stakeholders. Discuss schedule, milestones, safety, labor compliance, coordination, and project documentation procedures.	▪ Agenda and meeting minutes
Task 2 - Construction Management Services During Construction		
Project Records & Documentation	Implement & maintain project records per Caltrans LAPM, City of Dublin procedures. Includes correspondence, RFI's, submittals, daily reports, photos, force accounts, progress payments, change orders, etc.	▪ Project records per Caltrans LAPM & references noted
Construction Inspection	Observe, photograph, document, and report on project progress, significant discussions, and daily construction activities. Interpret drawings and specifications and discuss deviations. Verify compliance with plans and specifications.	▪ Daily Reports ▪ Photos ▪ Q-sheets ▪ Extra work & Force account verification
Weekly Progress Meetings	Conduct weekly progress meetings to discuss schedule, RFI's, submittals, progress payments, CCO's, issues, etc.	▪ Agenda & minutes ▪ RFI & Submittal Logs ▪ 3-week schedules
Coordination	Coordinate and correspond with contractors and other outside agencies. Act as liaison for the City through the City's PM.	▪ Correspondence

Construction Management Scope of Services Table

RFI's & Submittals	Review & respond to RFI's & Submittals for compliance with contract requirements. Coordinate reviews required by the City or designer.	▪ RFI & Submittal Logs ▪ Review/Track COCs
Baseline & Monthly Schedule Updates	Review and approve the contractor's baseline CPM schedule. Monitor monthly CPM updates & 3-week schedules. Issue Weekly Statement of Working Days.	▪ CPM schedules ▪ 3-week schedules ▪ Reviews & analysis ▪ WSWD
Progress Payments	Review contractors' monthly pay requests. Verify pay items. Prepare Q-sheets & progress estimate for City execution.	▪ Q-sheets & calcs ▪ Progress estimate per City format
Change Orders	Review potential change orders for merit. Prepare independent cost estimate & schedule analysis. Negotiate and prepare change orders for City review & execution.	▪ CCO documentation per City format ▪ CCO Log
Safety	Monitor contractor's operations for compliance with their safety program & approved traffic control plans (TCP). Review TCPs per City process.	▪ Contractor's safety program ▪ Traffic control plans
Special Inspections and Materials Testing (BSK)	Verify compliance with Caltrans LAPM Material and Testing Requirements and the City of Dublin Building and Safety Division's "Special Inspection and Testing. "Agreement"	▪ Test reports ▪ Field DFRs ▪ Lab Results
Dispute & Audit representation	Attend and represent the County in any dispute meetings and audits (as applicable). Resolve claims in accordance with contract requirements. Consultant shall be fair in all negotiations but maintain the County's best interests.	▪ Claims documentation in accordance with contract
Task 3 – Post-Construction Services		
Punch List	Prepare punch list & verify completion of items.	▪ Punch List
Final Inspection & Acceptance	Conduct final inspection with City. Recommend acceptance of work in writing and assist with generating the Notice of Completion.	▪ Final Acceptance ▪ NOC ▪ Final Construction Project report
Final Progress Payment	Assist County with red-line drawings and as builts.	▪ Final Progress Payment
Contract Close-Out	Resolve all outstanding contract issues, including warranties, bonds, and final approvals. Deliver all construction documents to the City of Dublin. Provide necessary documentation to meet grant funding requirements.	▪ Transfer Project records to City



SECTION 6

RATE SCHEDULE

GFT

EXHIBIT A
COMPENSATION SCHEDULE & REIMBURSIBLE EXPENSES

Construction Management and Inspection Rate Sheet

CLASSIFICATION	Ranges
Principal	$315-$360
Project/Contract Manager	$255-$300
Construction Manager	$210-$260
Assistant CM	$200-$230
Inspector*	$195-$225
Senior Inspector*	$200-$230
Office Engineer/Contract Administrator	$155-$185
Project Controls/Scheduler	$250-$285
Administrative Assistant	$115-$160

* Construction Inspector Rates shown are proposed for straight-time work within the following Counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties. These rates meet or exceed the General Prevailing Wage Determination by the Director of Industrial Relations Pursuant to CA Labor Code. Overtime hourly rates will be applied and billed in accordance with the Prevailing Wage Determination.

Other Direct Costs

Description of Items	Unit	Unit Cost
Long-Distance Travel		
1. Prevailing Wage Travel/Subsistence (if applicable, at DIR Rate)	day	$120.00
2. Airfare	EA	Actual
3. Rental Vehicle	EA	Actual
4. Per Diem	EA	IRS Rate
5. Lodging	EA	IRS Rate
Project Local Travel		
1. Company Vehicle ($1,459.76/mo, pro-rated)	hour	$8.42
2. Personal Vehicles (mileage, at IRS Rate)	mile	$0.70
Document Control Software		
1. ProCore (if used)	month	$500.00

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

PROFESSIONAL STAFF

Principal	$ 299.00	Seismic GIS	$ 231.00
Senior Professional	$ 263.00	GIS Specialist	$ 200.00
Project Professional II	$ 247.00	Information Specialist II	$ 189.00
Project Professional I	$ 210.00	Information Specialist I	$ 168.00
Staff Professional II	$ 184.00	CAD	$ 126.00
Staff Professional I	$ 163.00	Litigation support	1.5x standard rate
Project Administrator	$ 116.00	Deposition / Trial	2.0x standard rate
Administrative Assistant / Clerical	$ 105.00		

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)

		BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Non-Destructive Inspection/Testing	$ 173.00		
Special Inspector	$ 147.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	$ 142.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	$ 137.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Tech.	$ 331.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	$ 257.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Floor Flatness Testing Technician	$ 221.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	$ 126.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	$ 137.00		

NORTHERN CA PREVAILING WAGE LABOR RATES

		BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Group 1 - Special inspector	$ 189.00		
Group 2 - Special Inspector	$ 179.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 - Engineering Technician	$ 159.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 - Geotechnical Professional	$ 194.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Environmental Professional	$ 194.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 - Technician	$ 139.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours

SOUTHERN CA PREVAILING WAGE LABOR RATES

		BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Group 1 - Geotechnical Professional	$ 196.00		
Group 1 - Environmental Professional	$ 196.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 1 - Technician	$ 169.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 2 - Special Inspector	$ 179.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	$ 189.00	Sundays, holidays and over 12 hours	Bill double time
		Premium Shift (Weekday work before 6am / after 5pm)	Bill time and a half
		Show-up time (no work performed)	Bill 2 hours
		Sampling or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES

Project Administration Fees	7% of Invoice	DIR Administration Fees	3% of Invoice
Mileage - 2x4 (Portal to Portal)	$ 1.00	Certified Payroll / DIR Upload (Monthly)	$300.00
Mileage - 4x4 (Portal to Portal)	$ 2.00	Non-Performance Certified Payroll / DIR Upload (Monthly)	$100.00
Bridge Toll	Cost + 15%	Subcontractor Management / Compliance Forms (Monthly)	$100.00
Parking Fees	Cost + 15%	Additional LCP Tracker or Other Compliance Software (Monthly)	$200.00
Per Diem (as required)	Quote / $250 min.	Additional Special Forms, as required (Monthly)	$150.00
Subconsultant Services	Cost + 15%	Project Setup (Project)	$550.00

Appendix
RESUMES





John Collins, PE

Project Principal

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
37

> REGISTRATIONS:
Professional Civil Engineer in CA, No. 47162

> EDUCATION:
BS, Civil Engineering, University of Maryland

MBA, Business Administration, University of Phoenix

John brings over 37 years of project management and construction industry experience, with a strong background in both public and private sectors. He spent nine years as a Resident Engineer at Caltrans, followed by more than a decade as a Regional Manager and Chief Operating Officer overseeing multiple on-call contracts with Caltrans and Bay Area water agencies. His expertise includes construction management, inspection, surveying, civil design coordination, and resident engineering. John is recognized for his fair approach to resolving contract claims and constructability issues, and for his leadership in biddability and constructability reviews. He provides technical support to clients and teams, often stepping in to assist with complex project challenges. His project portfolio includes Emergency Slide Repairs for Caltrans on Route 1 in Sonoma County, a hydrogen-powered bus facility for LAVTA, and numerous street rehabilitation projects across Northern California.

> RELEVANT PROJECTS

Various Projects, Various Clients, Northern California. John served as Resident Engineer on a various projects across Northern California, overseeing construction activities, ensuring compliance with project specifications, managing field staff, and maintaining strong communication with stakeholders. Projects include:

- South San Francisco – Area 6 Street Rehabilitation – RE
- City of Concord – Corridor Street Rehabilitation #3 – RE
- LAVTA – Rutan Hydrogen Refit – RE

Various Projects, Various Clients, Various Locations. John served as Resident Engineer on multiple infrastructure projects across Northern California, providing field oversight and contractor coordination. Projects included

- Emergency Slide Repairs – Caltrans Sonoma County – RE
- Clement Street Complete Streets - City of Alameda – RE
- San Pablo Avenue Complete Streets – City of El Cerrito - RE

Various Projects, Various Clients. John served as Resident Engineer on the following projects:

- Imola Street Pavement Rehab – City of Napa – RE
- Yosemite and Main Street Rehab - City of Manteca – Contract Manager
- Fulkerth I/C Reconstruction - City of Turlock – Contract Manager
- Sonoma County On Call – Contract Manager
- Johnson Drive Economic Development Zone Traffic Improvements – Costco/ City of Pleasanton/Caltrans – RE for a $20 million I/C modification and road reconstruction.
- East Blithedale and Downtown Street Rehab Projects – City of Mill Valley – Contract Manager and RE

On-Call Construction Management and Inspection Services, Various Clients, Various Locations. John served as contract manager for many multi-project contracts. As such, he was responsible for overall project coordination, budget control, and ensuring the quality of services. He worked with clients to provide experienced, qualified inspection, materials testing, and office support to the company's projects. In addition, he managed and coordinated the services of our subconsultants. Projects that John managed include:

- San Francisco-Oakland Bay Bridge Self-Anchored Suspension Span – Caltrans District 4
- State Route 12 Rehabilitation – County of Sonoma - RE
- On-Call Construction Administration and Support Services – County of Sonoma (Cannon Manor, River Road Side Hill Viaducts, Porter Creek Slide Repair, Crocker Road Bridge, Various Pavement Rehabs)
- On-Call Construction Administration and Support Services – Caltrans District 4
- I-80/North Texas Street Overcrossing and Interchange – City of Fairfield Public Works Department
- On-Call Construction Management Support and Inspection – City of West Sacramento
- On Call Construction Management Support – Contra Costa County
- On Call Construction Management Support – Sacramento Department of Public Works
- On-Call Construction Management and Inspection – Santa Rosa Department of Utilities
- On-Call Construction Management and Inspection – San Joaquin County
- On-Call Construction Management and Inspection – City of Concord



Kellen MacPhee, PE

Project Manager

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
19

> REGISTRATIONS:
Professional Civil Engineer in CA, No. 80777

> EDUCATION:
BS, Construction Engineering, University of New Mexico

Kellen is an experienced Project Manager and Senior Resident Engineer with over 19 years of extensive experience delivering capital improvement projects involving highways, bridges, rail transit facilities, and pavement rehabilitation. He has served as the project/construction manager on several projects for the City of Dublin under an On-Call Project and Construction Management Contract. Well-versed in Caltrans construction practices, including Standard Plans, Specifications, and Construction/ LAPM Manuals, Kellen brings specialized expertise working within operating environments requiring elevated safety protocols. He is experienced in reviewing structural submittals such as falsework, concrete, joint seals, CIDH piles, and grade checks for abutments, columns, and falsework systems. He has a strong working knowledge of applicable federal, state, and local regulations governing the construction of subsurface facilities, including Cal/OSHA Cal/OSHA standards. He is also proficient in AutoCAD Civil 3D and Total Station surveying systems.

> RELEVANT PROJECTS

On-Call Project and Construction Management, City of Dublin, CA. Project Manager for multiple projects, including:

- **Iron Horse Nature Park and Open Space Project and Stagecoach Park**: This project transforms a 2,000' former railroad section into a nature park consisting of a 12' wide asphalt paved pedestrian and bicyclist trail with 2' shoulders, amenity areas, exercise equipment, concrete seat wall, fiber optics conduits, and new contour grading within existing wetlands.
- **Green Stormwater Infrastructure Project:** The project replaces the existing drainage system with new green stormwater infrastructure to improve the quality of stormwater effluent. The project will re-route stormwater discharge through a new bio-retention area before discharging to South San Ramon Creek. A bio-retention facility would be installed to improve the quality of stormwater effluent and slow the discharge rate into nearby creeks.

- **Wallis Ranch Community Park:** This 8.85-acre park includes the construction of a dog park, four lighted pickleball courts, three lighted tennis courts, two basketball courts, a parking area, two restrooms, a group picnic area, and children's play area. The work includes but is not limited to bioswale, stabilized decomposed granite paving, shade structures, site concrete, asphalt concrete paving, concrete driveways, concrete trails, electrical equipment, and controls.

L-Street Parking Garage, City of Livermore, CA. Resident Engineer for the $33 million construction of a new L Street Parking Garage with primary access from Veterans Way. This new garage will add 452 parking spaces, including ADA, electric vehicles, and bicycle spaces. New parking technology will provide added convenience for drivers, with signs displaying real-time parking availability and a parking app communicating open parking spaces.

Transbay Tube Internal Retrofit Project, Bay Area Rapid Transit District, San Francisco, CA. Project Controls Manager for a $350M retrofit project involving welded segmental steel plate interlining and secondary waterproofing. Oversees the Cost Team in tracking quantities and costs for bid items and change orders. Manages scoping, estimating, drafting, and processing of change orders, and coordinates with inspectors on FA tags. Handles risk management and cost forecasting, and prepares monthly financial summaries for the Resident Engineer and Owner. Leads analysis, negotiation, and resolution of disputes, INOPCs, and claims. Directed project closeout, including negotiation of a global closeout change order requiring time impact analysis and detailed cost estimates.

Camino Tassajara Shoulder Widening, County of Contra Costa, San Ramon, CA. Resident Engineer for federally funded project. Administered per the California Department of Transportation Local Assistance Procedures Manual, involved shoulder widening and constructing two Class II bike paths along both sides of a 2,100-foot-long segment of Camino Tassajara west of San Ramon. The project provided drivers with a consistent roadway section and a more expansive recovery zone on both approaches and through an S-curve. The project widened existing travel lanes, added paved shoulders, installed roadway signing and striping for Class II bike lanes, relocated roadside obstacles, modified drainage, and installed flashing curve advisory beacons on both approaches to the S-curve. The existing hillside on the roadway's east side was regraded to accommodate widening.

Byron Highway Safety Improvements, County of Contra Costa, Byron, CA. Resident Engineer for the construction of roadway and safety improvements included grinding the existing surface; installing a rubberized asphalt overlay along four miles of Byron Highway from Byron Hot Springs Road to Mountain House Road; pavement and base repairs; installing a new median rumble strip, signage, and striping. Inspected project phases including layout of pavement repairs, installation of traffic signal loops, asphalt placement and slurry application, traffic control, and verification of quantities.



Hank Doll, PE, QSD/P

Resident Engineer

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
37

> REGISTRATIONS:
Professional Civil Engineer in CA, No. 51444

Qualified SWPPP Developer/ Practitioner

> EDUCATION:
BS, Civil Engineering, University of California, Davis

Hank brings 37 years of experience in the construction industry, including service as a Resident Engineer and Structures Representative with Caltrans and eight years in the U.S. Navy as a reactor operator supporting the Submarine QA/QC program. His diverse project background spans construction management for bridges, highways, rail platforms, tunnels, buildings, sound and retaining walls, drainage systems, and related infrastructure. Hank is a recognized expert in constructability reviews at all stages of design and serves as a Subject Matter Expert in falsework and prestressing systems.

> RELEVANT PROJECTS

I-80/Highway 4 Interchange Retrofit, Kidwell Overcrossing, and Alamo Drive Overcrossing, Caltrans, Dixon and Vacaville, CA. Lead Structures & Construction Inspector for multiple projects in Caltrans Districts 4 and 10, responsible for all aspects of the projects from falsework to barrier rail. Project aspects include retrofit of footings and the installation of column casings and hinge restrainers; construction of a new two-span, CIP, box girder bridge; and widening of a four-span, cast-in-place box girder and a pre-cast, pre-stressed, I-girder bridge.

Sacramento Railyards Infrastructure Program, Sacramento, CA. Contract Manager, Construction Manager, Resident Engineer, and Structures Representative for the $150 million Railyards Program, a mega redevelopment program that integrated the former UPRR Railyards site into the existing central city. This multi-phased program included several miles of trackwork, utilities (water, sewer, gas, and communications), historic station renovation, new platforms, bridges and roadways, and disposition of hazardous materials (soil and groundwater).

On-Call Construction Management and Inspection, City of Dublin, CA. Construction Manager/Resident Engineer responsible for budgeting and CMI staffing services for

concurrent capital improvement projects, including utilities, bridges, curbs, gutters, and sidewalks, roadway/pavement rehabilitation, traffic signals, parks/trails, drainage, and various encroachment permit inspections.

Main Avenue Bridge Replacement, City of Sacramento, CA. Resident Engineer for $16M federally funded Caltrans oversight project replacing a deteriorated timber bridge at the Natomas East Main Drainage Canal. Scope included a four-lane, seven-span, 813-foot bridge; 1,800 feet of new arterial roadway; traffic signals; retaining walls; Class 2 bikeway connections; lighting and landscaping; utility protection/relocation; and a new water transmission main. Oversaw coordination with the railroad and multiple agencies, secured flood season falsework approvals from the State Reclamation Board and DWR, and managed public outreach.

On-Call Construction Management and Inspection Services, City of Dublin, CA. Hank currently serves as project manager, construction manager, and resident engineer for the City of Dublin, working concurrently on many different projects as well as overseeing the review of consultant invoices to assist City Staff in accounts payable for the following.

- **$900K 2024 Pavement Rehabilitation Program:** Construction of surface preparation, crack sealing, slurry seal, removal of pavement markings and striping, installation of new pavement markings and striping, and traffic control.
- **$1.9M 2024 Concrete, Traffic Signal, and Overlay Project:** Construction included Work included sidewalk, curb and gutter, medians, curb ramps, installation of video detection systems, APS push buttons, pavement repairs, trail reconstruction (HMA and aggregate base), crack sealing, GlasGrid paving mat, HMA overlay, and pavement markings. Included full traffic control.
- **$4M Iron Horse Nature Park and Open Space:** Construction of park, HMA road/path, adaptive learning stations, CA F&W permits, Class 2 soils management, sidewalk, curb & gutter, 12-foot-wide, 2000-foot long HMA trail, spur pedestrian pathway to the Stagecoach Park, embankment and/or ramp and culverts to convey existing wetlands swales, removal of existing railroad trestle bridge, arch bridge and twin 36-inch bridge with concrete headwall/ wingwalls. The Project includes upgrades to park and landscape amenities, fiber optics conduits, planting, and irrigation.
- **$2.8M Green Stormwater Infrastructure:** Storm Drain, regional bio-retention basin, signal modifications, sidewalk, curb & gutter, HMA, and paths and asphalt trail.
- **$9M Wallis Ranch Community Park:** Developed three park parcels (Dog Park, Courts Park, Play Area Park) with four lighted pickleball courts, three tennis courts, two basketball courts, restrooms, parking, picnic, and play areas. Scope included earthwork, drainage, sewer, fencing, bio-retention basins, decomposed granite paving, shade structures, PG&E coordination, site concrete, HMA, lighting, EV charging, irrigation, and planting.

Samantha Overton-Katz, PE

Resident Engineer

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
9

> REGISTRATIONS:
Professional Civil Engineer in CA, No. 96505

> EDUCATION:
BS, Civil Engineering, Colorado State University

Samantha is a Registered Roadway Construction Inspector/ Resident Engineer with 8 years of experience working with state municipalities, including City of Dublin, San Francisco Bay Area Rapid Transit (BART), Caltrans District 4, City of Dublin, and Colorado Department of Transportation. Her portfolio includes construction management services for a wide range of transportation improvements, including roadway, highway, and bridge projects. Samantha is well versed in the construction practices of the Department of Transportation for Colorado and Caltrans and specifically is experienced with Caltrans' Standard Plans and Specifications, Construction Manual, Local Assistance Procedures Manual, and local agency standards and requirements pertaining to highway safety standards. Samantha has strong communication and technical writing skills and is proficient with Microsoft Office programs.

> RELEVANT PROJECTS

Construction Engineering, Inspection and Scheduling, Caltrans District 4, Alameda, Contra Costa and Santa Clara Counties. Registered Roadway Construction Inspector – Samantha supports contract administration and field inspection on EA 04-0A7724, the $40M I-80 Gilman Interchange project in Contra Costa County. The project improves safety and traffic flow along Gilman Street through the I-80 interchange. Work includes electrical, earthwork, drainage, paving, landscaping, and traffic control. Samantha monitors contractor compliance, compiles daily reports, tracks change orders, and documents progress with photos. She performs quantity takeoffs for contaminated soil, overall soil, and pipe overruns. Additional duties include tracking punch list items, inspecting during rain events for SWPPP compliance, reviewing sign installations, Buy America documentation, Certificates of Compliance, and closeout records.

City of Dublin On-Call CM and Inspection Services, City of Dublin, CA. Consultant Construction Inspector Samantha conducted field inspections for the City's annual slurry seal

program and a community center parking lot repair. Her responsibilities included daily inspections, field measurements, dawedq0032ily reporting, and verifying the accuracy of the monthly pay estimate. She confirmed materials met specifications, ensured construction followed approved plans, and coordinated with the contractor on field issues and outstanding items.

Program Management and Construction Management (PM/CM) Services for the Transbay Tube (TBT), BART, Oakland, CA. As an Office Engineer, Samantha assisted with scheduling TIAs, performed quantity takeoffs, and ensured proper documentation for change orders and project closeout items. She gathered data, created graphics for dispute resolution meetings, and verified force account tags associated with change orders and disputes.

I-25 North Express Lanes, CDOT, Fort Collins, CO. As a DOT Field Inspector and later Lead Inspector/Project Coordinator, Samantha was responsible for generating monthly estimates, tracking retainage, and updating FHWA quality reports. She reviewed and approved consultant invoices, inspected Portland Cement Concrete Pavement, Hot Mix Asphalt, irrigation pipes, and diversion structures to ensure compliance with specifications. She identified applicable M&S standards, submitted change orders, resolved invoice discrepancies, and conducted cost comparisons between Type 7 and Type 9 barriers. In her leadership role, Samantha supervised a team of four inspectors overseeing drainage, earthwork, guardrail, curb, and gutter operations. She served as the primary liaison between inspectors and contractors, addressing field challenges, coordinating resolutions, and implementing corrective actions through non-conformance reports. Samantha managed the project's changes, prepared and distributed monthly reports for Bridge Enterprise, Water Quality, TIGER Grant, FHWA, and the Executive Oversight Committee. She ensured clear communication through weekly stakeholder meetings.

I-25 and U.S. 287 Bridge Maintenance, CDOT, Fort Collins, CO. Project Engineer responsible for overseeing bridge rehabilitation for four bridges in northern Colorado. She reviewed submittals, schedules, MHTs, and subcontractor details throughout construction. She supervised inspectors and testers to ensure accurate documentation and quality control. Samantha inspected and prepared pay items for concrete, removals, and traffic control. She reviewed consultant invoices, tracked budgets and quantity overruns, and maintained schedule compliance. She also led weekly contractor meetings to address project issues, generated estimates, wrote change orders, and verified DBE and certified payroll documents.

Region 4 Signal Backplate Replacement, CDOT, Various Locations, CO. Project Engineer responsible for managing backplate and visor replacements in various locations in Eastern Colorado. Checked and approved MHT's, material submittals, schedules, and sub-contractor requests before and during construction. Performed field inspections of the work each day. Communicated with the contractor to find solutions as field changes arose. Wrote pay items, generated estimates, checked DBE status, and certified payrolls.

Dennys Sudarma, PE, ENV SP

Resident Engineer

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
8

> REGISTRATIONS:
Professional Civil Engineer in CA, No. 95795

Envision Sustainability Professional No. 36277

> EDUCATION:
BS, Civil Engineering, California State University, San Jose

Dennys has over 8 years of experience in construction management, water resources, and project management. He has a proven track record of successfully managing small to large projects, demonstrating strong analytical skills and meticulous attention to detail, ensuring the delivery of high-quality results. With strong ethics and a solid foundation in principles, he maintains relationships with both contractors and clients. His experience includes reviews of plans and specifications, cost estimates, construction administration, schedules, general inspections, coordination with stakeholders, as-built drawings, and close-out.

> RELEVANT PROJECTS

2025 Annual Street Resurfacing Slurry Seal, City of Dublin, CA. Construction Manager/Sr. Inspector for the $3 million slurry seal project that the City conducts annually to maintain its reputation as one of the Bay Area's best Pavement Condition Index (PCI) ratings. The project consists of multiple phases: weed spraying, asphalt concrete repairs, crack sealing, curb & gutter and sidewalk repairs, slurry seal, and new pavement striping, which includes bike lanes in some areas. Responsible for submittal review coordination, RFI coordination, CPM schedule review, slurry schedule review, pay application review, negotiating change order price, facilitating weekly progress meeting, and resolving any construction issue that may arise during construction whenever there are discrepancies in the plans or in the field.

Livermore Village (L Street) Parking Garage Phase 2, City of Livermore, CA. As Construction Manager, Dennys oversaw the $30 million downtown revitalization project involving the construction of a new parking structure with 452 additional stalls, EV charging stations, and provisions for future solar PV systems. Managed a team of office engineers and inspectors, overseeing daily construction activities, reviewing submittals and RFIs, coordinating schedules, and leading weekly Owner-Architect-Contractor (OAC) meetings to ensure project alignment and progress.

Parking Structure 3, County of Santa Clara Facilities and Fleet Division, Fruitdale, CA. Resident Engineer for the $35 million new parking structure as part of the overall Behavioral Health Service Center project. The new parking structure will provide an additional of 714 parking stalls in addition to the EV charging stations, PV systems, and parking guidance that are equipped within the structure. Responsible for overseeing a team of office engineers and inspectors for monitoring the construction activities, managing submittals, RFIs, schedule coordination, and reviewing payment application. In addition, he plays a key role in negotiating potential change orders with the contractor and provides solutions to mitigate unforeseen conditions during construction.

BART Silicon Valley Phase 1, Valley Transportation Authority, San Jose, CA. Office Engineer for a Berryessa Extension spanning 10 miles of track and includes two stations, substations, two parking garages, and modernized infrastructure with new CISCO equipment. Responsible for Operations and Maintenance for the Line, Track, Stations, and System contract (C700) where he coordinated resolution meetings, developed training schedules based on actual dates or lags, drafted letter to address contractual disagreements, conducted rigorous reviews of contractor pay applications, assisted in the development of custom manuals, and supported the turnover manager in the disposition of as-built drawings.

Pacheco Reservoir Expansion Project, Santa Clara Valley Water, Hollister, CA. Dennys served as Engineering Coordinator for approximately $2B dam expansion, which would supply water for 1.4 million residents during emergencies for up to one year. The expansion would also enhance the drinking water supply and improve the dam's overall infrastructure and fish habitat. His responsibilities include coordinating the review of design packages, environmental impact reports, geotechnical investigations, permits, evaluating project presentations for board meetings readiness, gathering data from existing or historical as-built records, and reviewing pay applications.

Calaveras Dam, San Francisco Water Power Sewer, Sunol, CA. Field inspector for the Calaveras Dam, which was built in 2019, required daily, weekly, and monthly monitoring during heavy rain to ensure it could sustain water as designed. The upgraded dam features a new intake tower with a 78-inch diameter pipeline downstream and a new spillway comprising over 40,000 cubic yards of concrete. Responsible for conducting daily, weekly, and monthly inspections during wet season by taking photos, providing detailed reports, and maintaining records of various aspects, including embankment, spillway, upstream and downstream faces, intake control, electrical buildings, flows, and identifying any deficiencies discovered during each inspection visit.

Angela Smith, EIT

Office Engineer

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
26

> REGISTRATIONS:
Engineer-in-Training in CA, No. XE105451

> EDUCATION:
MBA, Finance, Pepperdine University

BA, Natural Science, Pepperdine University

BS, Civil Engineering, University of Southern California

Angela has 26 years of construction engineering and contract-administration/project-controls experience with an emphasis on project management, office engineering, and scheduling services. She has considerable expertise in Caltrans document control requirements, with a strong background in change order processing, progress payment submittals. In addition, Angela has experience with construction claims and delays along with schedule analysis. She has been responsible for monitoring costs, projecting future costs and quantities, identifying issues through analysis of cost reports, and providing suggestions for resolution. She has also been responsible for tracking project costs and subcontractor payments and progress and creating monthly revenue and cost projections. Angela has excellent writing and communication skills and is proficient with Microsoft Office programs.

> RELEVANT PROJECTS

Various Projects, Caltrans District 4, Northern California.
As the Office Engineer, Angela assists the Caltrans Resident Engineer with all documentation and office management. She attends meetings and compiles meeting minutes. Drafts change orders, including corresponding cost estimates, and verifies contractor cost proposals. Reviews RFIs and submittals and routes to appropriate Caltrans departments, logs, and files per Caltrans filing system. Prepares monthly estimates and ensures that all required payment documentation is submitted and filed. Projects include:

- **04-0K1604:** $55 million project on Route 80 in Albany and Crockett, spanning from 0.4 miles south of the Alameda County line to 0.2 miles south of Pomona Street in Contra Costa County. Work includes constructing Rubberized Hot Mix Asphalt (RHMA), a new lighting system, concrete barriers, traffic control, roadway excavation, drainage, paving, striping, and landscaping.

- **04-0Q2104:** $6.9 million project to install gross solids removal devices on Rte. 80 in Contract Costa County from Central Avenue undercrossing to Willow Avenue undercrossing. Work includes traffic control, piping, paving, hydroseeding, gross solids removal devices, trash net, chain link fence, and roadway signs.
- **04-3J2604:** $4.5 million project for roadway modifications on RTE 80 in Alameda County in Fremont from 0.1 miles south to 0.3 miles north of the Mission San Jose 680/238 separation. Work includes hydro mulching, paving, drainage, rock slope protection, concrete barrier, traffic striping, and modifying ramp metering systems.

Various Projects, City of Dublin, CA. As Construction Manager & Office Engineer, Angela was responsible for all aspects of contract administration, including progress payments, submittals, RFIs, change orders, and coordination with the project team. Projects include:

- Annual Street Resurfacing, 2024 Concrete, Traffic Signal, and Overlay.
- Persimmon Dr. Pedestrian Rehabilitation.
- Iron Horse Nature Park and Open Space Project and Stagecoach Park.
- Green Stormwater Infrastructure Project.
- Wallis Ranch Community Park.

Hayward Maintenance Complex (HMC) – Ph 1 and 2, BART, Oakland, CA. The $200M Hayward Maintenance Complex (HMC) project expanded and modernized BART's Hayward yard to support future demand and add storage for 250 vehicles on adjacent BART land. The 29-acre site included four contracts: warehouse demolition, access road construction, civil/electrical/trackwork with system modifications (including a sound wall), and new Component Repair Shop construction with Main Shop renovation. As Office Engineer, Angela reviewed and routed RFIs and Submittals, processed payment applications, and drafted change notices and orders. She prepared supporting documents (findings of fact, negotiation plans, records), developed engineers' estimates, reviewed cost proposals, and negotiated with contractors. As Inspector, she monitored construction for spec compliance, documented work with daily reports and photos, tracked quantities and extra work, monitored change orders, and resolved field issues to avoid delays.

San Francisco-Oakland Bay Bridge Self-Anchored Suspension Span, Caltrans District 4, San Francisco, CA. The complex project included a 2,047-ft steel orthotropic box girder, 525-ft steel tower with elevator, 4,600-ft main cable, 200 suspension ropes, utilities, substation, and a 17-ft-wide cantilevered bike path. As Office Engineer, Angela developed 400+ change orders, assessed field issues for merit, defined scopes, coordinated with designers, and led meetings with Caltrans and contractors to negotiate costs and prioritize work. She prepared support memos detailing scope, justification, and schedule impacts, and reviewed packages with project managers. Her role ensured contract compliance, clear documentation, and efficient execution of change order work during construction of this high-profile infrastructure project.

Asheton Doll

Construction Inspector

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
6

> EDUCATION:
High School Diploma

1 year Mira Costa Junior College (General Education)

Asheton has 6 years of materials laboratory and field inspection experience in transportation and public works projects including roadways, buildings, and parks. He has worked as a lab technician for soils sampling and testing of soils and aggregates. His range of experience includes developing and implementing quality control procedures for facilities site work and roadway construction. He has experience using Local Assistance standards and procedures. Asheton understands the MUTCD's traffic control guidelines and is First Aid/CPR trained. Typical daily duties include quality assurance (QA) inspection, daily diaries, photo documentation, estimating quantities, ADA ramp certification, submittal reviews, coordination of materials testing, extra work agreements and correction notices and inspecting work in accordance with project documents and approved submittals.

> RELEVANT PROJECTS

Various Projects, City of Dublin, CA. Civil Inspector reporting to the Resident Engineer for 3 Public Works projects including bridge construction, embankments, parks, drainage, sidewalks, curb & gutter, driveways, HMA paving, path construction, SWPPP compliance, CAFW compliance, hillside slope reconstruction (slides), public relations, traffic control, daily reports, change order development, and estimating along with other various duties. Projects include:

- **Iron Horse Nature Park and Open Space:** $4 million construction of park, HMA road/path, adaptive learning stations, CA F&W permits, Class 2 soils management, sidewalk, curb & gutter, 12-foot-wide, 2000-foot long HMA trail, spur pedestrian pathway to the Stagecoach Park, embankment and/or ramp and culverts to convey existing wetlands swales, removal of existing railroad trestle bridge, arch bridge and twin 36-inch bridge with concrete headwall/ wingwalls. The Project includes park and landscape amenities upgrades, fiber optics conduits, planting, and irrigation.

- **Dublin Blvd Slides:** $600 thousand project for slope and trail repair construction along Dublin Blvd. The project consists of slide debris removal, slope reconstruction, grading, and rock slope protection. Hillside drainage comprising underdrains, traffic control, and HMA reconstruction.
- **Dougherty Hills Slide:** This $1 million project consists of trail reconstruction, grading, slide debris removal, water bar replacement, modifications to trail signage, hillside drainage, underdrains, trail reconstruction, furnishings, and drainage improvements in a residential community.

Complete Streets Projects, City of Napa, CA. Civil Inspector reporting to the Resident Engineer for 3 Public Works projects for a total of $7.7M, which involved concrete curb & gutter, sidewalk, driveways, storm drains, drainage structures, and HMA overlay. Responsible for Daily Reports, photos, tracking pay quantities, and force account work. Resolved field design discrepancies and field fit concrete work to match existing conditions. Projects include:

- Laurel Street – Hwy 29 to Jefferson.
- Salvador Avenue – First St to Griggs Ave.
- Westwood Street – Laurel St. to Chelsea Ave.

Siskiyou County Courthouse, Yreka, CA. Site work inspector reporting to lead inspector on the $77M project that consisted of 67,000 SF facility and civil work. Site work included utilities (dry and wet), drainage, parking lot, lighting, landscaping, and site furnishings. Responsibilities included QA inspection, daily diaries, photo documentation, materials sampling of hardware and concrete, and traffic control monitoring.

Yolo County Road 87 Reconstruction, Esparto, CA. Inspector reporting to resident engineer and responsible for grading, aggregate placement and traffic control inspection on 1.5-mile stretch of roadway for the County. The project consists of reconstructing this section of roadway on CR 97 near CR 19 with full-depth reconstruction, force account unsuitable dig outs and shoulder widening. In addition, the project included working near live utilities, traffic control, and reconstruction of a drainage elements.

Materials Testing Technician, West Sacramento, CA. Preparation of samples and performance of compaction testing for soils/aggregates in the Lab (ASTM D698, ASTM D1557, ASTM D5080, and CT 216); Plasticity Index Tests (ASTM D4318); Sieve Analysis for Coarse, fine, and combined materials (ASTM D6913). His duties included maintaining strict timetables on samples received through completed test requests while handling large volumes of projects. His efforts required understanding priorities for testing procedures, documentation, and QC of lab work. Additional duties included pickup/chain of custody for field samples.

Materials Testing Technician, Rocklin, CA. Preparation of samples and performance of Compaction Testing for Soils and Aggregates in the Lab (ASTM D698, ASTM D1557, ASTM D5080, and CT 216); Plasticity Index Tests (ASTM D4318); Sieve Analysis for Coarse, fine and combined materials (ASTM D6913). His duties included maintaining strict and realistic timetables on samples received through completed test requests while handling large volumes of projects. His efforts required understanding priorities for testing procedures, documentation, and QC of lab work.

Mario Figueroa, EIT

Construction Inspector

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
7

> REGISTRATIONS:
Engineer-in-Training in CA, No. 168917

> EDUCATION:
BS, Aerospace Science and Engineering UC Davis

Mario brings over 7 years of experience in both office and field engineering, with a strong background in supporting transportation infrastructure projects for agencies such as BART, Caltrain, City of Napa, LAVTA, and various Bay Area agencies. His responsibilities include preparing contract change orders and official correspondence, compiling weekly progress meeting minutes, and verifying contractor compliance with state and federal labor requirements. Mario is known for his ability to manage competing priorities, streamline permitting processes, coordinate with utilities, and proactively resolve design issues before they impact construction schedules. His attention to detail, strong communication skills, and commitment to safety and compliance make him a valuable asset on multidisciplinary teams working in fast-paced, high-stakes environments.

> RELEVANT PROJECTS

Hydrogen Detection Retrofit, LAVTA, Livermore, CA. Inspector. As part of LAVTA's goal to transition to a 100% zero-emission bus fleet by 2034, the Livermore maintenance facility is undergoing a $675K retrofit to incorporate a state-of-the-art hydrogen detection system. This system is designed to enhance safety by automatically ventilating the facility, opening garage doors, activating sprinklers, and alerting the local Fire Department in the event of a hydrogen leak during bus maintenance.

Responsibilities include inspecting electrical, signal, HVAC, and structural work to ensure compliance with project specifications and safety standards. Responsible for preparing daily reports and reviewing payment quantities to maintain project accuracy and accountability.

Complete Streets Projects, City of Napa, CA. Inspector for 3 Public Works projects for a total of $7.7M, which involved concrete curb & gutter, sidewalk, driveways, storm drains, drainage structures, and HMA overlay. Responsible for Daily Reports, photos, tracking pay quantities, and force account work.

Resolved field design discrepancies and field fit concrete work to match existing conditions. Projects include:

- Salvador Avenue – First St to Griggs Ave.
- Laurel Street – Hwy 29 to Jefferson.
- Westwood Street – Laurel St. to Chelsea Ave.

Transbay Tube (TBT) Seismic Retrofit, BART, Oakland, CA. Office Engineer. The TBT Project seismically upgraded the existing tube between San Francisco and Oakland while maintaining BART operations. Work involved the installation of an inner steel lining inside the 3.6-mile concrete tube and the construction of a new water pumping system. As an Office Engineer for this $350 million project, responsibilities included working closely with Cost Manager and CM team as a reviewer for the ongoing monthly billings and change order work. Closed change orders, engaged in cost negotiations with the contractor, and determined merit for change order work. Used billing software to review billing transmittals and communicate directly with the contractor. Produced final response letters to contractors' billing transmittals. He is well versed with CMS Wong and BART's document control system.

Peninsula Corridor Electrification Project, PCEP, San Francisco, CA. Field Engineer. PCEP is a critical part of the $980 million Caltrain Modernization (CalMod) program to convert Caltrain from diesel-hauled to Electric Multiple Unit (EMU) trains for service between the San Francisco Station and the Tamien Station in San Jose. Performed and completed the following tasks/work as a field engineer. Managed subcontractors, worked closely with TASI (TransitAmerica Services, Inc.) to provide track protection for our work and crews. Resolved several design challenges through RFI's between PGHW (designer) and JPB (owner). Managed crews up to 40 people. Executed city permits.

Underground Construction, Various Locations, CA. Project Engineer for several gas distribution and transmission replacement projects in California. Participated in the development of project estimates and forecast project costs to complete. Maintained communications with owner and construction team. Prepared close-out documents for project completion, including as-builts for owner's archive.

Brian Barcelona

Construction Inspector

GFT Infrastructure, Inc.

> YEARS OF EXPERIENCE:
31

Brian is a Construction Inspector with over 29 years of experience in the construction industry, specifically providing quality control field inspection, safety monitoring, and contract compliance on the construction site. Brian corresponds closely with the contractors, resident engineer, and employee-in-charge (EIC) staff on subjects related to daily construction safety, schedules, and ensuring work is performed based on the approved Site-Specific Work Plans (SSWPs) and contract plans. Brian has also completed his 40-Hour Roadway Worker Protection (RWP) Training and has supported major civil projects throughout the Bay Area.

> RELEVANT PROJECTS

L-Street Parking Garage, City of Livermore, CA. Field Inspector for the $33 million construction of a new L Street Parking Garage with primary access from Veterans Way. This new garage will add 452 parking spaces, including ADA, electric vehicles, and bicycle spaces. New parking technology will provide added convenience for drivers, with signs displaying real-time parking availability and a parking app communicating open parking spaces.

BART Earthquake Safety Program, Transbay Tube Internal Retrofit Program, Bay Area Rapid Transit, Oakland, CA. Field Engineer/Inspector performed quality control field inspection, safety monitoring, and played a vital role in ensuring material conformance to the plans and specifications on his projects. He is on the front line with the general contractors at the lower and upper galleries during the non-revenue shifts. At the end of every shift, Brian submits his inspection daily reports and reports out to the Resident Engineer on the construction status. Brian has completed his 40-hr RWP training and is very familiar with the project standards, BART Facilities Standards, and BART's Operating Rules and Procedures. Agency, PG&E, California Water Service, AT&T, Century Link, Comcast, CVIN, Level 3 Communications, Sprint, Verizon, XO Communications, and Kinder Morgan.

EchoWater Project – Biological Nutrient Removal (BNR) Treatment Plant, Sacramento Regional County Sanitation District (Regional Sanitation), Elk Grove, CA. Field Engineer and Inspector performing quality control field inspection on one of the largest public works projects in Sacramento's history. When completed, it will keep Regional San in compliance with its regulatory permits and improve water quality by resulting in a 99% reduction in ammonia discharge to the Sacramento-San Joaquin River Delta. The BNR treatment plant will be using the BNR process to eliminate nearly all ammonia and most nitrates from the treated water.

Commercial Tenant Improvement Projects, Willow Glen (WG), Bay Area, CA. Construction Superintendent for multiple commercial tenant improvement (TI) projects throughout the Bay Area. The firm held contracts for commercial buildings, including retail, offices, warehouses, and other spaces that sought better aesthetics, energy efficiency, or to create a more comfortable working environment. Brian's duties included scheduling work, receiving proposals from subcontractors, reviewing material submittals, site safety, and ensuring that construction was moving forward per contract specifications. Brian worked closely with the clients, kept on schedule and within budget, and worked with the construction team to deliver quality work.

James Auser, PE

Material Testing

BSK Associates

> YEARS OF EXPERIENCE:
29

REGISTRATIONS:
Professional Civil Engineer in CA, No. 59941

Radiation Safety and Use of Nuclear Gauges

ACI Field Testing Technician Grade I

Reinforced Concrete
Structural Masonry
Prestressed Concrete

> EDUCATION:
BS Civil Engineering, California State University, Chico

James has developed a significant amount of hands-on experience during his 29-year career in the construction industry. As a registered civil engineer, he provides significant levels of support to our clients in his role as project manager and responsible engineer. His project specific duties cover a wide range of services, including mix design preparation, job specification review, and review of project construction submittals. He is the laboratory manager and provides quality control for BSK's Livermore soils and materials testing laboratory, as well as engineering oversight for our field inspectors/technicians.

> RELEVANT PROJECTS

On-Call Material Testing Services, City of Brentwood, CA. James has been serving as the Senior Materials Engineer for BSK's on-call material testing services contract with the City of Brentwood since 2013 on multiple construction projects.

On-Call Geotechnical Engineering and Special Inspection Services, City of Pleasanton, CA. James has served as the Senior Materials Engineer for BSK's on-call contract with the City since 2008 on various construction projects.

On-Call Materials Testing and Special Inspection, Dalton Reservoir Replacement Task Order, City of Livermore, CA. James served as the Materials Engineer for this project. BSK provided support for coating inspections, special inspection and materials testing services to the project owner, the City of Livermore, coordinating directly with the City's project team. As a task order to an on-call environmental/geotechnical and materials testing contract with the City of Livermore, this project replaced the existing 2-million-gallon steel water reservoir (Dalton Reservoir) with a new 3.41-million-gallon steel reservoir on a 5.7-acre site.

Pump Stations 200 and 300A, Dublin San Ramon Services District, San Ramon and Dublin, CA. Serving in the roles of Laboratory Manager, Materials Tester, and Responsible Engineer, James provided special inspection and materials testing services during construction of the reinforced concrete foundation for Water Pump Stations 200 and 300A. His responsibilities included monitoring concrete temperature, slump, and consolidation; preparing test specimens; storing the cylinders in environmentally controlled facilities; and compression testing as required. During masonry block construction, he prepared mortar test specimens; performing slump tests as required for the grout; and prepared, tested, and reported grout specimens.

Randy Cortez

Material Testing

BSK Associates

> YEARS OF EXPERIENCE:
15

REGISTRATIONS:
USACE: Certified Quality Manager

Radiation Safety and Use of Nuclear Gauges

ACI Field Testing Technician Grade I

Reinforced Concrete Structural Masonry Prestressed Concrete

> EDUCATION:
Diploma, General Studies

Randy has over 15 years of experience in laboratory testing, encompassing a wide range of work including soils, asphalt, concrete, and steel. He has managed three different laboratories in southern California as well as various mobile laboratories in projects ranging from district Caltrans labs to on-site airport laboratories. Randy has extensive pavement experience, having worked on several airports throughout California, ranging from airport runway renovations to construction of new terminals. He has worked through Marshall testing, Hveem, gyratory compaction efforts, and more recently Superpave technology.

> ADDITIONAL REGISTRATIONS

CALTRANS: 105, 106, 125, 201, 202, 204, 205, 206, 207, 211, 214, 216, 217. 226, 227, 229, 234, 235, 301, 304, 306, 308, 309, 366, 367, 368, 370, 371, 382, 389, 504, 518, 521, 523, 539, 540, 543, 556, 557, R47, R76, T11, T27, T84, T85, T96, T166, T176, T209, T210, T255, T269, T275, T283, T304, T308, T312, T324, T329, T335, D4791.

NICET: Soils Level 3, Concrete Level 3, Asphalt Level 3, Geo Generalist, Geo Const., Geo Lab, Highway Materials Level 3

ACI: Concrete Field Testing, Concrete Laboratory Testing Technician Levels 1 & 2, Strength Testing, Aggregate Testing Technician- Levels 1 & 2, Aggregate Base Testing Technician, Masonry Lab Testing Technician

> RELEVANT PROJECTS

On-Call Geotechnical/Construction Materials Testing Services, City of Tracy. Randy has been serving as the laboratory quality manager for BSK since 2016 for BSK's on-call contract with the City on various projects.

On-Call Geotechnical/Construction Materials Testing Services, City of Brentwood, CA. Randy has been serving as the laboratory quality manager for BSK since 2013 for BSK's on-call contract with the City on various projects.

On-Call Geotechnical Engineering and Special Inspection Services, City of Pleasanton, CA. Randy serves as the laboratory quality manager with BSK's current on-call geotechnical engineering, materials testing/special inspection services contract with the City.

On-Call Geotechnical and Materials Testing Services, City of Livermore, CA. Randy serves as the Laboratory Quality Manager for this multi-faceted contract consisting of numerous infrastructure projects for the City of Livermore ranging in construction cost from $200,000 to $8.5 million since 2015. Laboratory support includes soils, structural concrete and asphalt concrete sampling and testing. Task orders have included airport improvements, new road construction, street improvement/widening, slurry seal, and new bridge construction.

On-Call Materials Testing Services, City of Fremont, CA. As part of an on-call services agreement and in support of the City's own quality assurance staff and Materials Laboratory, BSK provides ongoing Materials Laboratory and field-testing support for soils, aggregates, and hot-mix asphalt products, including support for Superpave QA in accordance with the Caltrans 2015 Standard Specifications. Significant testing performed to complement the City's Materials Laboratory have included R-Value testing, concrete compressive strength testing, and all hot mix asphalt testing for assigned projects.

On-Call Materials Laboratory Support, Caltrans District 4, North Bay and South Bay Regions, CA. Testing under this contract is performed in accordance with Caltrans test methods and extends to native soils, aggregate base and hot mix asphalt constituents.

GFT

Kellen MacPhee, PE - Project Manager
GFT Infrastructure, Inc.
1000 Burnett Avenue, Suite 445, Concord, CA 94520
(415) 470-1757
kmacphee@gftinc.com
www.gftinc.com

MNS

CITY OF DUBLIN

JULY 25, 2025





STATEMENT OF QUALIFICATIONS FOR

Construction Management and Inspection Services

CIDUB.250419



July 25, 2025

City of Dublin Public Works Department
Attention: Julius Pickney, Management Analyst II
100 Civic Plaza
Dublin, CA 94568

RE: Statement of Qualifications for Construction Management and Inspection Services

Dear Mr. Pickney:

MNS Engineers, Inc. (MNS) appreciates the opportunity to submit this Statement of Qualifications (SOQ) for Construction Management and Inspection Services for the City of Dublin (City).

MNS understands the City seeks construction management and inspection services, including necessary materials testing and special inspection services, for capital improvement projects, development and permits. We understand our role is to work as an extension of the City. MNS offers a locally based and uniquely qualified team committed to providing high-quality services to meet the City's expectations.

Leading the MNS team and serving as the City's primary point-of-contact is Frank Sana, PE. Frank has over 30 years of construction management experience. Frank's experience consists of construction management and inspection of numerous public works construction projects including roadway improvements, highways, bridges, parks, drainage, facilities, and utilities. He has worked as a Resident Engineer for several multimillion dollar projects including federally funded highway projects with Caltrans oversight and encroachment permits. Frank is a skilled leader who builds project teams incorporating design engineers, contractors, utilities, and the public to achieve the project objectives while keeping project stakeholders informed.

MNS provides the City a depth of local staff resources and a reputation for successful project delivery and agency coordination. Our firm understands the City expect quality services that remain on schedule and budget. MNS is committed to providing construction management and inspection services to the City. Our team will be complemented by BSK Associates (BSK) to provide Special Inspections and Materials Testing.

Our long-term clients in which we have provided pre-qualified services for over five years include the Cities of **Dublin**, Concord, Fremont, Belmont, Pittsburg, and Santa Cruz; Counties of Alameda, Contra Costa, Marin, Monterey, Santa Clara, Santa Cruz, Sonoma, and Stanislaus; Metropolitan Transportation Commission; Peninsula Corridor Joint Powers Board; and Caltrans.

MNS is committed to continuing our professional service to the City of Dublin and the success of the City's upcoming projects under this contract. We have earned our proven track record, delivering construction projects on time, within budget, and without claims. We will continue this track record on the upcoming projects for the City. MNS is in receipt of Addendum No. 1, dated July 18, 2025.

Sincerely,
MNS Engineers, Inc.

Greg Chelini, PE
Vice President and Authorized Signature

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Appendix A. Resumes A-1

1 Section 1. Firm Qualifications and Experience

Firm Background

MNS provides quality infrastructure consulting services to the transportation, wastewater/water resources, and government service markets throughout California. Specializing in the core services of construction management, engineering, planning, and land surveying, MNS' reputation has been built on clear and direct communication and quality services. We understand the technical, environmental, and regulatory aspects required for any project and are highly experienced with multiagency coordination.

During the last decade, MNS has successfully administered over $2B of programmed funds, with the majority of projects involving the construction of transportation and utility infrastructure improvements; funding sources include state, federal, local sales tax, and developer fees. MNS has also provided construction engineering/inspection services on multiple Caltrans on-call construction inspection contracts over the past 17 years and we have a deep understanding of Caltrans standards and procedures as well as the Public Works Standard Specification (Greenbook).

Construction Management and Inspection

As a leader in construction management (CM) and inspection services, we offer a depth of staff resources and a reputation for success in meeting project quality, budget, and schedule goals. Our CM staff will be available to the City throughout the contract duration to provide input on project constructibility, to assist in developing accurate construction cost estimates, and to provide input to each project design.

Many of our projects are either within Caltrans right-of-way (R/W) or involve federal funds, which require the project to be administered per the Caltrans Local Assistance Procedures Manual (LAPM). Our expertise includes:

- Constructability review
- Construction management
- Construction inspection
- Scheduling and Critical Path Method (CPM) review
- Contract administration and labor compliance
- SWPPP compliance and environmental compliance
- Multiparty and contractor coordination
- Utility and regulatory agency coordination
- Funding administration: local, state, and federal

Permitting and Coordination

Most of our projects require extensive coordination with permitting agencies. We have proven and recognized experience coordinating with multiple agencies, utilities, and permitting for environmental protection. Encroachment permits for work in local agencies and highway rights-of-way (R/W) are common to the projects we manage. We have a thorough understanding of the regulatory permit requirements such as working within environmentally sensitive areas, removal of hazardous material, and implementing stormwater pollution protection controls.

Subconsultant Utilization

Providing special inspection and materials testing services is BSK Associates (BSK), with whom MNS has worked with on many other projects in the Bay Area region. Founded in 1966, BSK Associates has been in business for 59 years and is a 100 percent employee-owned California S-corporation that provides construction observation/materials testing/special inspection, consulting engineering, and analytical laboratory services. BSK currently employs a staff of approximately 215 with offices and laboratories throughout California and Washington. The materials testing and inspection services will be led by BSK's Livermore office and Caltrans-certified soils and materials laboratory, located at 399 Lindbergh Avenue. If necessary, additional support services would come from their San Jose, Tracy, Sacramento, Fresno, and Bakersfield offices.

2 Section 2. References

Iron Horse Trail Bridge at Dublin Boulevard	
Client	City of Dublin
Contact	Michael Boitnott, PE, Capital Improvements Program Manager 100 Civic Plaza, Dublin, CA 94568 925.833.6630 | michael.boitnott@dublin.ca.gov
Date	2020-current
Role	Construction management and inspection
Award	2025 APWA Northern California Project of the Year, Structures $5M—$25M



The Iron Horse Regional Trail is a major regional trail for pedestrians and bicyclists through central Alameda and Contra Costa Counties. This project is a free-span bridge crossing of Iron Horse Regional Trail over Dublin Boulevard within the City of Dublin. Currently, the Trail runs from northwest to southeast as it approaches Dublin Boulevard, which is a heavily traveled east-west roadway. The existing trail at-grade crossing of Dublin Boulevard is quite skewed. The primary objective of this project is to provide a safe crossing for Trail users and facilitate improved traffic flow along Dublin Boulevard by providing a grade-separated bridge crossing over Dublin Boulevard for pedestrians and bicyclists.

MNS is providing complete construction management services for this Class 1 bicycle and pedestrian truss arch bridge over Dublin Boulevard near the intersection of Scarlett Drive. The bridge provides safer and easier access to Iron Horse Trail, access to and from the Dublin-Pleasanton BART station, and connects two existing segments of the Iron Horse Trail. This creates a total separation of bicyclists and pedestrians from motorized vehicles. Construction work consists of miscellaneous clearing and demolition, cast-in-place footing construction, retaining wall installation, walkways, bridge fabrication and erection, Americans with Disabilities (ADA) ramp and steel railing installation, signage, trail lighting installation, paving, and any associated restorations of the site.

On-Call Construction Management and Inspection	
Client	City of Dublin
Contact	Michael Boitnott, PE, Capital Improvements Program Manager 100 Civic Plaza, Dublin, CA 94568 925.833.6630 | michael.boitnott@dublin.ca.gov
Date	2016-current
Role	Construction management and inspection
Award	Imagine Playground: APWA Northern California, Project of the Year, Winner



MNS is providing on-call construction management and inspection services for small to medium sized capital improvement program projects and/or improvements associated with private land development. Services also include assistance in acquiring approvals from Caltrans Local Assistance Division on federally funded projects and/or other funding agencies, other tasks associated with public works infrastructure construction, and site inspection services. To date, projects have included:

- Tassajara Road Realignment and Widening
- Dougherty Road Improvements
- Amador Valley Boulevard Improvements
- Clover Park
- Imagine Playground at Dublin Sports Grounds
- Citywide Signal Communication Upgrade Conduit Installation for Future Fiber Interconnect on Dublin Boulevard

On-Call Construction Management and Inspection Services

Client	City of Belmont
Contact	Bozhena Palatnik, Senior Civil Engineer 1 Twin Pines Lane, Suite 385, Belmont, CA 94002 650.595.7463 | bpalatnik@belmont.gov
Date	2018-2023
Role	Construction management and inspection
Award	2024 APWA SIlicon Valley Sustainability/ Green Project of the Year Award, Ralston Avenue Pavement Rehabilitation Project

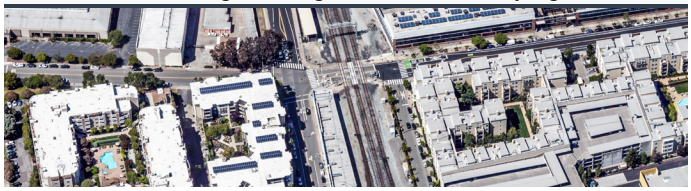


MNS provided on-call construction management and inspection services for public works projects consisting of pavement reconstruction and rehabilitation; pedestrian and bicycle improvements; retaining wall and slide repairs; streetlight pole replacement; traffic signal installation; sewer main replacement and rehabilitation; sewer force main replacement and rehabilitation; sewer pump station rehabilitation and replacement; and storm drain replacement and rehabilitation. All the pavement reconstruction and rehabilitation projects adhered to Caltrans procedures and Federal Construction Management Requirements, when applicable. A sample of project assignments include:

- North Road Pump Station and Force Main Rehabilitation Project
- Shoreway Sewer Rehabilitation Project
- Ralston Avenue Retaining Wall Repair Project
- Ralston Avenue Corridor Improvement Project, Segment 3
- 2020 Pavement Rehabilitation Project

On-Call Construction Management, City Engineer Support, and Engineering Design Consultant Services

Client	City of Emeryville
Contact	Ryan O'Connell, Senior Civil Engineer 1333 Park Avenue, Emeryville, CA 94608 510.596.4346 | roconnell@emeryville.org
Date	2024-current
Role	Construction management and inspection; civil engineering, and land surveying



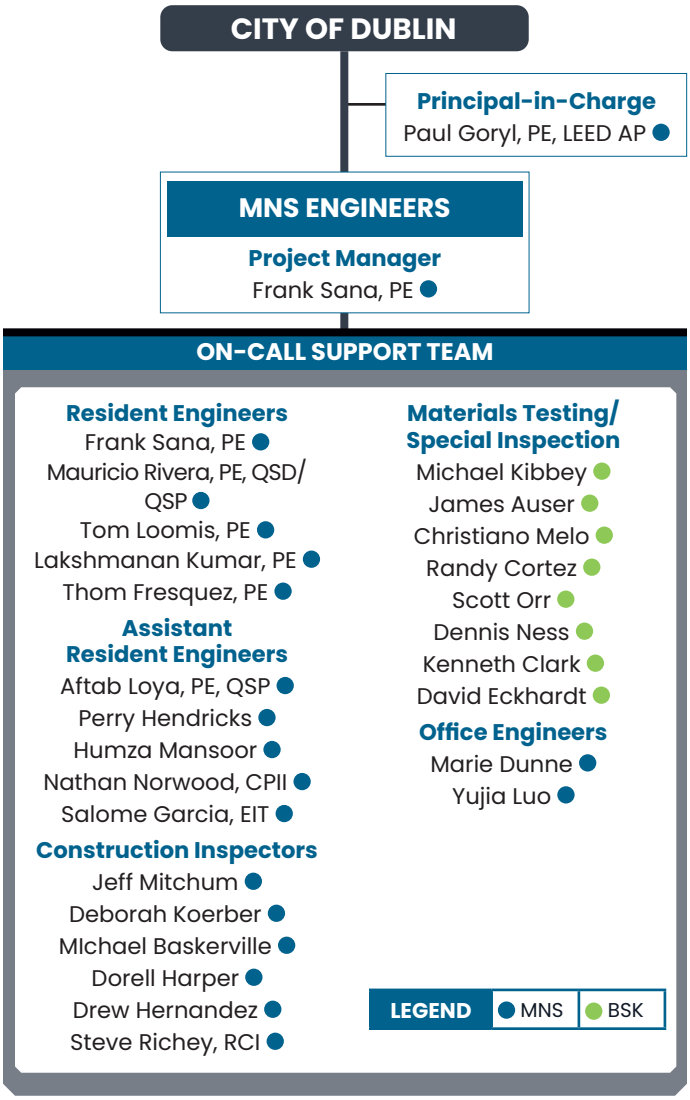
MNS is actively providing on-call professional services in support of numerous infrastructure projects for the City. The work encompasses tasks such as construction management and oversight in compliance with Caltrans procedures, plan development and review for capital improvement projects, and engineering design for civil projects including paving and active transportation facilities. Additionally, MNS is providing support in regulatory compliance, risk mitigation, and coordination with utility companies and outside agencies to ensure successful project execution. To date, projects have included:

- Sustainable Streetscapes 2024 Project
- Marina Park and Powell Street Lighting
- Sanitary Sewer Rehabilitation Program - CIP Sewer Spot Repairs
- Hollis Street Transit and Pedestrian Improvements
- Shellmound Bridge over Temescal Creek
- Sherwin Williams Traffic Calming
- Bay Street Cycletrack
- BMR Offsite Improvements
- Shellmound Street, Doyle Street and Adeline Street Class IV Bikeways

3 Section 3. Project Team

Professional and Qualified Team

The key to a successful project is a highly qualified and well-managed team. We work with the following key objectives in mind—quality service and project deliverables, time and budget efficiency, adherence to quality assurance standards, constant communication, and application of technical and practical expertise. Resumes are available in Appendix A. Individual availability is listed, but it can change throughout the year based on need. Our approach is to work with the City to determine any upcoming staffing needs in advance to provide staff as needed.



Team Member	Firm	Availability
Paul Goryl, PE, LEED AP	MNS	15%
Frank Sana, PE	MNS	50%
Mauricio Rivera, PE, QSD/QSP	MNS	50%
Tom Loomis, PE	MNS	50%
L. Senthil Kumar, PE	MNS	100%
Thom Fresquez, PE	MNS	25%
Aftab Loya, PE, QSP	MNS	100%
Perry Hendricks	MNS	100%
Humza Mansoor	MNS	100%
Nathan Norwood, CPII	MNS	50%
Salome Garcia, EIT	MNS	100%
Jeff Mitchum	MNS	100%
Deborah Koerber	MNS	100%
MIchael Baskerville	MNS	50%
Dorell Harper	MNS	100%
Drew Hernandez	MNS	100%
Steve Richey, RCI	MNS	100%
Michael Kibbey	BSK	20%
James Auser	BSK	15%
Christiano Melo	BSK	15%
Randy Cortez	BSK	15%
Scott Orr	BSK	30%
Dennis Ness	BSK	40%
Kenneth Clark	BSK	50%
David Eckhardt	BSK	50%
Marie Dunne	MNS	50%
Yujia Luo	MNS	50%

4 Section 4. Approach

Contract Management Approach

MNS delivers highly qualified personnel tailored to the City's project needs—on time and ready to perform. Our team integrates seamlessly with City staff to ensure quality construction and full contract compliance from day one. MNS divides our approach to managing the contract and associated Task Orders into four phases: Contract Setup, Staffing Implementation, Quality Control, and Reporting/ Invoicing.

Contract Setup

At contract kickoff, MNS will meet with the City's Contract Manager to align on protocols, forms, invoicing, and expectations. We establish a clear Communication Plan from the start—customized, flexible, and built to support project success.

Staffing Implementation

Staffing implementation starts with understanding the City's current and future project needs. MNS works closely with the City to plan ahead and assign the right staff at the right time. Our team is flexible and ready to respond quickly to both scheduled and unexpected requests, helping the City manage resources efficiently and keep projects moving.

Quality Control/Reporting & Invoicing

MNS views Quality Control (QC) as the backbone of our service. Our internal QC Program ensures staff are trained, contract-ready, and deliver accurate, timely work—both in the field and office. Project Manager Frank Sana, PE, will oversee performance and compliance, while ensuring clear reporting, accurate invoicing, and consistent coordination with the City to keep projects on track and on budget.

Cost and Schedule Control Approach

MNS treats cost control as a continuous priority. We actively manage schedule and expenditures to stay within budget while identifying cost-saving opportunities at every phase.

By anticipating potential issues early, we help reduce delays and control costs. Our approach includes schedule reviews, early issue resolution, streamlined change procedures, and clear communication with stakeholders.

Our document control system tracks progress payments, CCOs, and cost impacts. MNS works closely with the City, design team, and contractor to resolve issues efficiently and avoid unnecessary escalation.

Appropriate Mix of Skills and Disciplines

MNS offers a skilled team with the experience to support the City across a wide range of projects. Our strength lies in managing multiple assignments through consistent coordination, communication, and quality control. With intimate familiarity and prior work experience with the City, our team is well-equipped to deliver effective, reliable results.

Commitment of Team

Our Project Manager is committed to the successful performance of our team to support the City. MNS places a high value on maintaining the relationships we have with clients, and we consider the City one of our key clients. Frank Sana, PE, strives to deliver high-quality service to the City's satisfaction and the City can be confident this level of service will continue.

Adherence to Schedule

Each project MNS undertakes is driven by the schedule needs of our clients. Our deliverables for specific Task Orders will include a project-specific schedule, meetings with City staff, and final completion. Once the Notice to Proceed (NTP) is received from the City, the Project Manager, Frank Sana, PE, will facilitate an internal kick-off meeting with the project team to discuss the schedule, expectations, and deliverables with the team, including quality control reviews. Regular progress meetings are also held to relay any potential scheduling concerns. Any adjustments will be discussed with the City's Project Manager in advance and with their concurrence.

Constructability Reviews

One of the key value-added services MNS offers is the expertise of our construction management staff and the review of constructability issues/concerns during the preliminary and final design phases. This attention to

anticipating potential construction issues enhances the quality and biddability of projects and decreases the potential for change orders.

Scope of Services

Our straightforward approach to construction management and inspection focuses on project efficiency and fulfilling all agency budget, schedule, and documentation requirements. **Frank Sana, PE**, will manage the Construction Management (CM) team to achieve those goals. Our construction management scope of work can be categorized into three separate tasks:

- Pre-Construction (Phase 1)
- Construction (Phase 2)
- Post-Construction (Phase 3)

Our typical approach to providing this scope of services is outlined as follows:

Task 1 Pre-Construction

TASK 1.1 Constructability Review

MNS will be available to review the project documents for constructability issues and submit a constructability report with our findings and recommendations. If comments cannot be addressed prior to bidding, we will discuss these issues at the pre-construction meeting before mobilizing the contractor. MNS will also review the Engineer's Estimate and approved budget as part of our constructability efforts. Our comments will be provided as part of our constructability report. Our proposed constructability review staff have many years of construction management experience on all types of projects and have performed numerous constructability reviews.

TASK 1.2 Project Review

Prior to construction, it is important the CM staff obtains comprehensive knowledge and understands the information surrounding the project. The CM team will thoroughly review the project documents (e.g. plans, specifications, Design Engineer's Resident Engineer file, utility agreements, permits, soils reports, etc.) to understand the project and the various applicable limitations.

TASK 1.3 Schedule Review

Upon our review of the project documents, MNS will develop a preliminary schedule for the project to show the anticipated staging sequence, main work activities, as well as any project-specific milestones representative of the project construction. We will review internally and compare the schedule against the allotted working days to determine a realistic, but efficient schedule. We will use this preliminary schedule as a basis for reviewing the contractor's submitted baseline schedule.

TASK 1.4 Project Setup/Kick-Off Meeting

The CM team will coordinate with the City Project Manager to establish a firm foundation of communication. MNS will meet with the City Project Manager to:

- Establish project protocols, levels of authorization, and procedures for contract change orders, submittals, and Requests for Information (RFIs).
- Review project administration requirements to ensure consistency with the special funding requirements.

TASK 1.5 Pre-Construction Meeting

MNS will coordinate a pre-construction meeting and invite the selected contractor, City staff, utility companies, and others involved with the project. The meeting will highlight the contractor's responsibility for items such as safety, emergency response, traffic control, site access, labor compliance, certifications of materials, submittals, schedule updates, permit and utility agreements, order of work, pay requests, public notices, and quality control. We will resolve issues up front and discuss any issues prior to mobilizing the contractor. MNS will prepare and distribute an agenda and meeting minutes.

Task 2 Construction

TASK 2.1 Construction Coordination and Correspondence

MNS will work closely with the City and the contractor to promote effective coordination and communication at the

job level with all agencies, technicians, and the affected community and businesses.

Weekly Meetings. To facilitate and maintain communication, MNS will hold weekly construction meetings with the contractor to discuss the progress of the work and address any outstanding or anticipated issues. The contractor's three-week-look-ahead schedule will be reviewed and discussed during each meeting.

TASK 2.2 Contract Administration

MNS utilizes a construction administrative system modeled after the Caltrans construction administrative system, and utilizes Caltrans forms such as Weekly Statement of Working Days (WSWDs), daily diaries, etc. We use a cloud-based project management tool called CMIS and it is available at no extra cost to the City. This allows City staff real-time access to all project documents and minimizes the effort and time associated with maintaining and providing hard copies of contract documents to the City.

MNS will diligently track correspondence, submittals, RFIs, CCOs, WSWDs, and progress pay estimates. We monitor cost control by tracking contract item payments and quantities, CCO payments, extra work, and supplemental work. Our system complies with all Caltrans Local Assistance and federal requirements.

Monthly Summary Reports. MNS will prepare a Monthly Summary Report to provide updated project status, including the summary narrative of work accomplished including photos, work to be completed the following month, summary of costs, updated schedule of work with explanations for deviations from the initial baseline schedule, explanation of any upcoming risks and/or problem areas and corrective action to be taken, status of submittals, RFIs, CCOs, and claims.

Project Schedule Control. MNS will review the contractor's baseline schedule at the start of the project and provide any comments for resubmittal or approval. The contractor will be required to submit monthly schedule updates and correct any discrepancies prior to approval. The baseline schedule review will verify the baseline schedule adheres to the contract specifications, includes realistic durations, and critical and near critical path activities. MNS will monitor the contractor's progress; should the project begin to slip, the contractor will be requested to submit a Recovery Schedule.

TASK 2.3 Progress Estimate

The MNS team will prepare and track contract quantities for each pay estimate. MNS will review the contractor's monthly Pay Request against the Inspector's quantity calculations before recommending payment approval to the City. Extra work and supplemental work costs will be tracked and compared against the authorized change order amounts.

TASK 2.4 Submittals/RFIs

The timely review of submittals and RFIs is critical to project construction. All submittals and RFIs will be logged, reviewed, and distributed as required. MNS will monitor the log to verify responses are submitted in a timely manner and will also coordinate with the City Project Manager and Design Engineer to ensure RFIs and submittals are answered and returned within the required time.

TASK 2.5 Contract Change Order (CCO) Management

Prior to beginning any contract work, MNS will coordinate with the City to define the preferred CCO process. The MNS team will proactively identify actual and potential problems and immediately notify the Resident Engineer, who will:

- Determine the validity and justification for all change order requests.
- Perform independent cost estimate and negotiate costs with the contractor.
- Provide a recommendation to the City's Project Manager on all change orders.
- Process CCOs and track costs against contingency balance.
- Track and log all CCOs.

TASK 2.6 Construction Inspection

MNS will provide the level of inspection required for the specific type of project. The MNS Construction Inspector

will ensure the work is performed in accordance with the contract documents. Inspection tasks include monitoring the contractor's activities for conformance with the plans and specifications, permits, CCOs, and working drawings. Construction Inspectors will be responsible for the following:

- Inspect the work to ensure performance is in accordance with the contract documents.
- Keep a daily report documenting site and weather conditions, traffic control measures taken by contractor, hours for labor and equipment on the job site, materials used, quantity of work performed, segregation of contract items and extra work, and any major incidents. Daily diaries will be submitted on a daily basis.
- Provide assistance with coordination of any utility work required.
- Ensure the contractor's traffic control is performed in accordance to the approved traffic control plan and the Manual of Uniform Traffic Control Devices (MUTCD).
- Collect material certifications and load tickets prior to allowing materials to be incorporated into the project.
- Document the material to incorporate into the work meets the required project specifications.
- Coordinate and witness acceptance testing.
- Coordinate materials tests during construction.
- Maintain marked-up set (by contractor) of contract record drawings.
- Deliver notices of Non-Compliance whenever work is deemed unsatisfactory, faulty or defective, or does not conform to the contract documents, and document correction of non-compliant work.
- Track disputed extra work and change order work on daily reports.
- Taking pre-, post-, and during construction photos and maintain such photos to document construction history.
- Assist in project closeout and develop a deficiency list (punch list), notify the contractor, and re-inspect.
- Conduct a final project walk through in presence of the City and contractor.
- Provide specialty inspections such as electrical (code requirements, field inspection, operational, and acceptance testing), structural steel and concrete associated with structures, and geotechnical stability associated with lime or cement subgrade treatment to stabilize subgrades.

TASK 2.7 Claims Management

Our objective is to resolve any potential claim at the job level before it becomes an actual claim. Potential claims submitted by the contractor will be acted on in a timely manner in accordance with the contract documents and City procedures. The Resident Engineer will review all potential claims and resolve disputes in the most cost effective and fair manner. We have found the risk of dealing with a contract claim can be minimized by:

- Timely response to RFIs and CCOs
- Anticipating problems and resolving issues proactively
- Being firm, but fair when analyzing potential disputes

TASK 2.8 Record Drawings

MNS will maintain a field set of as-built drawings to ensure the contractor's copy is complete. Upon completion, the final set of record drawings will be reviewed by the Resident Engineer and submitted to the Design Engineer for final processing.

TASK 2.9 Labor Compliance

MNS will assist the City in ensuring labor compliance requirements are documented and performed in accordance with the contract documents, funding requirements, and per DIR requirements. This includes:

- Ensure required labor compliance posters and notices are posted at the site by the contractor
- Monitor Equal Employment Opportunity requirements
- Perform employee interviews
- Spot check contractor's and subcontractors' certified payroll to verify compliance with prevailing wage rates
- Check extra work bills and reports against certified payroll to confirm actual pay rates for labor reported in any extra work bills

TASK 2.10 Public Outreach

MNS understands the importance of public relations and public awareness for construction projects and realizes most public works projects directly impact neighboring

properties and the traveling public. MNS will work with the City on keeping the community notified and aware of project progress. MNS will act as liaison between the City and the public, respond to questions and complaints from the public and other agencies regarding construction activities, and be available for public meetings.

TASK 2.11 Environmental Coordination and Monitoring

The MNS team will monitor the contractor's operation for compliance with all permits associated with the project, in particular, the City's National Pollutant Discharge Elimination System (NPDES) permits and requirements. MNS will inspect and monitor Best Management Practices (BMPs) and monitor all contractor operations to ensure compliance with the permits. MNS will work with the City's biologist. MNS Construction Inspectors will provide focused attention to dust control, prevention of sediment tracking onto the roadway, and site maintenance.

TASK 2.12 SWPPP

MNS will assist the City to:

- Verify project profile is set up in the Storm Water Multiple Application and Report Tracking System (SMARTS) Database and a Notice of Intent has been submitted.
- Verify the contractor submits a Rain Event Action Plan (REAP) for each qualifying event.
- Verify SWPPP, BMPs, and REAPs are properly implemented.
- Complete SWPPP amendments as needed and upload into SMARTS.
- Properly prepare and submit project annual report through SMARTS.
- Perform SWPPP inspections.
- If required by the contract, ensure the water quality monitoring is being performed at the appropriate frequencies.

Task 3 Post-Construction

TASK 3.1 Punch List and Final Report

MNS will maintain an up-to-date set of as-built plans, quantities, CCO costs, and general record keeping throughout the project. Closeout items include:

- **Record Drawings**. MNS will maintain a field set of as-built drawings and upon completion, the drawings will be submitted for final processing.
- **Final Inspection and Punch List**. MNS will develop a punch list for the work performed, notify the contractor, and re-inspect the completed work. A final walk-through of the project will be scheduled with the City and any other party the City may wish to attend.
- **Acceptance and Final Report**. MNS will evaluate the contractor's completion of work and make a final acceptance recommendation to the City. The proposed final estimate will be prepared and submitted for review and acceptance. MNS will submit the Notice of Completion, project files, and the Final Reports and Material Certifications in accordance with the City's requirements.
- **Warranties and O&M Manuals**. MNS will verify all equired O&M manuals have been submitted and accepted as well as any required spare parts. In addition, we will verify all payments and required releases including warranty release, lien releases, and release of claims have been submitted by the contractor.

5 Section 5. Standard Agreement

MNS requests our suggestions be considered by the City in an effort to reduce the amount of liability. Please contact us with any questions or concerns. We are certain we can come to an acceptable agreement with the City. Only sections with comments are provided below.

1.2. Standard of Performance. Consultant shall perform all services...according to generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions ~~(the "Standard of Care").the standards observed by a competent practitioner of the profession in which Consultant is engaged.~~

4.4.1. Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII.

4.4.4. Wasting Policies. No policy required by this Section 4 (except Professional Liability) shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5. Endorsement Requirements. Each insurance policy...except after 30 days' prior written notice has been provided to the City except for cancellation for non-payment of premium whereby a 10-day notice shall apply.

Section 5. INDEMNIFICATION...Consultant agrees to ~~shall~~, to the extent permitted by law... liability of every kind, nature and description, to the extent arising out of...

With respect to those claims arising from a professional error or omission, Consultant agrees to ~~shall~~ defend... to the extent...

Consultant shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless... reasonably attorney's fees...to the extent arising out...

9.1 Records Created as Part of Consultant's Performance. Except for Consultant's pre-existing intellectual property all reports...deliver those documents to the City upon termination of the Agreement...

6 Section 6. Standard Fee Schedule

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$375
Senior Project/Program Manager	340
Project/Program Manager	290

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$355
Senior Construction Manager	305
Senior Resident Engineer	295
Resident Engineer	275
Structure Representative	285
Construction Manager	245
Assistant Resident Engineer	225
Senior Construction Inspector	210
Construction Inspector (PW)	195
Office Administrator	155

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 3% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate. Special Shift will be charged at regular rate plus $10/hour.

A Appendix A. Resumes

Name	Role	Firm	PG
Frank Sana, PE	Project Manager	MNS	A-2
Paul Goryl, PE, LEED AP	Principal-in-Charge	MNS	A-4
Mauricio Rivera, PE, QSD/QSP	Resident Engineer	MNS	A-6
Tom Loomis, PE	Resident Engineer	MNS	A-8
Lakshmanan Senthil Kumar, PE	Resident Engineer	MNS	A-10
Thom Fresquez, PE	Resident Engineer	MNS	A-12
Aftab Loya, PE, QSP	Assistant Resident Engineer	MNS	A-14
Perry Hendricks	Assistant Resident Engineer	MNS	A-16
Humza Mansoor	Assistant Resident Engineer	MNS	A-18
Nathan Norwood	Assistant Resident Engineer	MNS	A-20
Salome Garcia, EIT	Assistant Resident Engineer	MNS	A-22
Jeff Mitchum	Construction Inspector	MNS	A-24
Deborah Koerber	Construction Inspector	MNS	A-26
Michael Baskerville	Construction Inspector	MNS	A-28
Dorell Harper	Construction Inspector	MNS	A-30
Drew Hernandez	Construction Inspector	MNS	A-32
Steve Richey, RCI	Construction Inspector	MNS	A-34
Michael Kibbey	Materials Testing/Special Inspection	BSK	A-36
James Auser	Materials Testing/Special Inspection	BSK	A-37
Cristiano Melo	Materials Testing/Special Inspection	BSK	A-38
Randy Cortez	Materials Testing/Special Inspection	BSK	A-39
Scott Orr	Materials Testing/Special Inspection	BSK	A-40
Dennis Ness	Materials Testing/Special Inspection	BSK	A-41
Kenneth Clark	Materials Testing/Special Inspection	BSK	A-42
David Eckhardt	Materials Testing/Special Inspection	BSK	A-43
Marie Dunne	Office Engineer	MNS	A-44
Yujia Luo	Office Engineer	MNS	A-46

Frank Sana, PE

Project Manager/Resident Engineer



Firm
- MNS Engineers, Inc.

Availability
-

Areas of Expertise
- Construction management and inspection
- Project management
- Transportation projects: highways, bridges, tunnels, pump stations, ports, airports
- Caltrans

Years of Experience
- 30

License
- Professional Civil Engineer, CA No. 55157

Certifications
- ACI Concrete Field Testing Technician-Grade 1, No. 02139924
- ProCPR Adult CPR/AED and First Aid, No. 164342573773488

Education
- MS, Civil Engineering, San Jose State University, CA
- BS, Civil Engineering, NED University of Engineering, Karachi, Pakistan

Affiliations
- Construction Management Association of America
- Construction Institute of ASCE, Member and Past Chairperson, San Francisco Section
- San Francisco Section of ASCE, Past President (2010–2011)

Mr. Sana has over 30 years of construction management experience in highway construction projects including resident engineering, contract administration, project management, and claims avoidance. Frank's experience consists of construction management and inspection of numerous public works construction projects including roadway improvements, highways, drainage systems, facilities, and parks. He is proficient in contracting procedures and managing the daily activities of contractors, Inspectors, Design Engineers, Architects, Soils Engineers, technicians, and field survey crews to ensure continuity between design and construction. He has worked as a Resident Engineer and Structure Representative for several multimillion dollar federally funded highway projects with Caltrans oversight and encroachment permits. Frank is a skilled leader who builds project teams incorporating Design Engineers, contractors, utilities, and the public to achieve project objectives while keeping project stakeholders informed. His experience includes:

Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets, City of Emeryville, CA. *Resident Engineer/Project Manager*. This $2.3M project addressed three at-grade railroad crossings within the City of Emeryville, located at 65th, 66th, and 67th Streets that are main arterial tracks for both Union Pacific Railroad and Amtrak. Trains are required by both federal and state law to sound their horns as they approach these intersections for safety purposes. To address the impacts of train horns on communities, the Federal Railroad Administration allows local jurisdictions to establish a Quiet Zone in which the routine sounding of horns is prohibited at designated rail crossings. The project provided installation of safety measures and improvements needed to establish a quiet zone and consisted of the installation of four-quadrant gates, raised medians at each at-grade crossing, pedestrian access gates, ADA-compliant sidewalks, new and modified traffic signals at 65th and 67th Street crossings, and rehabilitation of hot mix asphalt (HMA) pavement within the crossing areas along Shellmound Street.

State Route 156 Widening, Caltrans, San Benito County, CA. *Resident Engineer*. The $87M project, known as "The Gap," extends the four-lane expressway segment from San Juan Bautista to the Hollister Bypass. Improvements include widening 4.5 miles of a two-lane highway to a four-lane thoroughfare and 3.5 miles of new alignment with continuously reinforced concrete pavement (CRCP) pavement consisting of 12-foot-wide lanes and 4-foot to 8-foot paved shoulders. Other improvements include the widening of mainline bridge, bridge on East Ditch at Mission Vineyard, retaining wall with a soundwall, a roundabout, traffic signal modifications at three locations, drainage improvements, watermain relocations, farm access roads, and asphalt overlay. MNS is responsible for resident engineering, inspection, and office engineering support to Caltrans. The project requires extensive coordination with multiple jurisdictions and stakeholders including a gas transmission main replacement by PG&E and interagency committee coordination.

OBAG II/STP Pavement Improvement Project, City of Pittsburg, CA. *Project and Construction Manager*. MNS assisted City of Pittsburg with staff augmentation to support various project management functions for federal, state, and locally funded projects at various stages of development. Staff responsibilities included the development of project scope, budget, and RFP for consultant selection. Frank also managed the RFP procurement. Developed and finalized a consultant scope of work and prepared a staff report for the City Council approval and finalizing a consultant agreement. Frank worked with various City departments throughout the project development phases through the final construction documentation. He assisted in advertising the projects for construction bid and assisted with the execution of a construction contract after vetting the lowest responsible bidder. Frank also administered some of the construction contracts through the construction and closeout phases of the project. In addition, for federally funded projects Frank prepared all documents for the Caltrans Local Assistance to finalize the Request for Authorizations (E-76) for the design and construction and submitted reimbursement invoices to Caltrans.

Hesperian Boulevard Corridor Improvements, Alameda County, CA. *Resident Engineer.* This $25M project beautified and revitalized the Hesperian Corridor between the Interstate 880 (near Embers Way) overcrossing and A Street. The project was designed to benefit motorists, residents, businesses, pedestrians, and bicyclists. This was a multijurisdictional project with the Alameda County Public Works Agency as a lead and the project limits included both the City of San Lorenzo and the City of Hayward. Improvements along the 1.5-mile corridor included wider sidewalks with aesthetic elements, Class II buffered bicycle lanes with green pavement treatments, community gateway features, high visibility crosswalk treatments, street trees and landscaping, fiberoptic conduit, roadway and pedestrian lighting, pavement rehabilitation, transit priority system, adaptive traffic signal control technology, and public art features. Frank's responsibilities included resident engineering and inspection—administered in accordance with the contract documents; quality assurance; weekly meetings and progress estimates; control of project budget and schedule; and coordinating with the utility agencies, design team, County staff, Caltrans, neighborhood residents, and businesses.

Fresno Bus Rapid Transit Blackstone and Kings Canyon Corridor, City of Fresno, CA. *Principal Construction Manager.* The $32M Fresno bus rapid transit (BRT) corridor is a 15.7-mile line with 50 standard stations and two enhanced stations connecting a major north-south corridor and a major east-west corridor. Key elements included a shared lane with vehicular traffic, transit signal priority, real-time bus arrival displays, off-board fare collection, and Intelligent Transportation Systems/Transit Signal Priority (ITS/TSP) improvements with lane jumpers. Caltrans encroachment activities consisted of ramp metering and improvements at State Routes 41 and 180. Service was operated using low-floor, low emission compressed natural gas or hybrid buses, including eight articulated buses that were purchased as part of the project.

On-Call Construction Engineering and Inspection Services, Caltrans Districts 4, 6, 9, and 10, CA. *Project Manager/Assistant Resident Engineer*. Frank has been involved with several Caltrans on-call contracts for construction engineering and inspection services for projects throughout Districts 4, 6, 9, and 10. Responsibilities included staffing, training, and guiding the Lead Assistant Resident Engineers, Construction Office Engineers, and Assistant Resident Engineers, which all served as an extension of Caltrans staff.

Paul Goryl, PE, LEED AP

Principal-in-Charge



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Caltrans
- Claims analysis
- Constructability and value engineering
- Construction management and inspection
- Design-build/design-bid-build experience
- Project management
- Public works projects
- Railway engineering
- Structural design

Years of Experience
- 41

Licensing
- Professional Civil Engineer, CA No. 42178

Certifications
- LEED Accredited Professional
- Defensive Driving Training Course

Education
- BS, Civil Engineering, Michigan State University, MI

Professional Development
- Hazardous Materials Management, University of California, Santa Barbara, CA

Affiliation
- American Society of Civil Engineers

Mr. Goryl has over 41 years of consulting and engineering experience as a project, program, and technical manager specializing in highway, bridge, railway, and public works construction projects. Paul's extensive experience includes planning; feasibility and planning studies; preliminary design, including project tender, contractor selection, and contract negotiations; post-design construction engineering; and construction management and inspection. Paul has demonstrated experience managing multiple projects simultaneously. He is known as a team builder utilizing strong management and communication skills with a focus on providing value to clients and project stakeholders.

Formerly the Caltrans Area Bridge Construction Manager for District 5, which includes Santa Barbara, San Luis Obispo, Monterey, Santa Cruz, and San Benito Counties, Paul participated in construction partnering workshops, dispute resolution, and claim review boards. Additionally, he assisted local agencies with similar issues. After his tenure at Caltrans, Paul continued to assist as a consultant on the resolution of technical dispute issues and constructability. Paul also served as a Contract Manager on previous Caltrans on-call contracts. His experience includes:

On-Call Construction Management and Materials Testing Services, County of Marin, CA. *Project Manager.* MNS is providing on-call construction management and materials testing services during construction and project closeout for federal, state, and locally-funded projects. Assigned projects vary in scope and size and include roadway rehabilitation and storm damage emergency repairs. Projects include:

- **Strawberry Road Rehabilitation Project**. This $480K project restored the road condition on two residential streets and provided improved drainage, free of ponding on both streets.
- **Fairfax Bolinas Road MP 5.73 Slope Improvements Westbound Lane Stabilization**. The first phase of this project involved emergency repairs of the failed roadway by constructing a $250K 80-foot-long cantilever soldier pile wall with 10 feet of retained height and timber lagging. Work was completed in 10 days and performed during extended hours and weekends in order to re-open one lane of traffic on Fairfax Bolinas Road.
- **Fairfax Bolinas Wall at PM 1.0**. This $1.5M project repaired a landslide along Bolinas Road near post mile (PM) 1.0 by constructing a 100-foot cast-in-drilled hole (CIDH) retaining wall, a 100-foot

concrete waler along an existing retaining wall, and installing ground anchors in both structures.

Treat Boulevard Pavement Rehabilitation, Phase 1, City of Concord, CA. *Principal-in-Charge.* This $7.2M contract consists of traffic control, potholing utilities, lowering/adjusting utility covers, street asphalt concrete (AC) pavement by full depth reclamation (FDR), asphalt grinding and overlay, concrete curb and gutter installation, concrete sidewalk installation, concrete Americans with Disabilities Act (ADA) ramp construction, tree removal and trimming, inspection of existing electrical conduits to ensure enough capacity for fiber optic cable installation, fiber optic installation and testing, video detection system installation, landscaping, and striping. The scope of the work also included coordination with multiple stakeholders such as the fire department, local businesses and residents, two local high schools, the police department, and the bus company running buses through the work zone (Contra Costa Connection).

On-Call Construction Management/Construction Inspection (C22401), County of Sonoma, CA. *Project Manager*. MNS is providing resident engineer, construction inspection, material testing coordination, and public outreach notifications coordination services to the County of Sonoma. Projects include:

- *2022 Pavement Preservation Program.*
- *River Road Rehabilitation.*
- *2019 Hazardous Tree Removal Project, Phases 2 and 3.*
- *Crocker Bridge Bicycle Pedestrian Passage*
- *Stewarts Point Skaggs Springs Road Slide Repair Projects (PM 13.61, 13.97, and 21.01)*
- *2024 Pavement Preservation Program.*

2022 Pavement Preservation Program, County of Sonoma, CA. *Project Manager*. This project improved and rehabilitated over 21 miles of roadway with asphalt concrete (AC) overlays, with some sections included full-depth reclamation treatments; chip and slurry seals along with associated flagging; traffic signal modification with Multi Sensor Video Detection System (MSVDS) which includes video imaging and radar technologies; metal beam guard rail (MBGR); ditch maintenance; culvert replacement; traffic control; pavement repair of structural sections; cold planning; shoulder backing; and delineation of the new pavement surface. MNS provided a full construction management team to deliver the project in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and county materials lab requirements.

Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing, Contra Costa Transportation Authority (CCTA), CA. *Principal-in-Charge/Senior Project Manager*. CCTA and the City of San Ramon are partners in the delivery of the Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing Project. The project will construct a bicycle and pedestrian overcrossing at Bollinger Canyon Road in the City of San Ramon. When completed, the project will be part of the Iron Horse Trail. The project arose from the desire to enhance safety for pedestrians and bicyclists using the Iron Horse Trail, improve traffic flow on Bollinger Canyon Road, facilitate alternative transportation, and enhance recreation. The Iron Horse Trail is a Route of Regional Significance that serves as a bicycle and pedestrian corridor through the center of the San Ramon Valley.

The overcrossing structure is comprised of cable-stayed main spans totaling 200 feet in length with a median support consisting of a 70 feet tall V-shaped pylon. The structural steel pylon is supported by a concrete pile cap and two 72-inch diameter cast-in-drilled-hole (CIDH) piles roughly 78 feet long. The main spans and back spans will be constructed of structural steel and precast concrete deck panels. The back spans are supported by concrete V-piers with 48-inch diameter CIDH piles roughly 40 feet in length. Concrete abutments on spread footings and mechanically stabilized earth (MSE) retaining wall are used for the approaches to the signature structure. In addition, the project includes utility protection, roadway realignment, signing, striping, traffic signal, lighting, landscaping, and irrigation work.

To better manage cost and project risk, the CCTA and the city have adopted the Construction Manager/General Contractor (CM/GC) procurement approach for this project. MNS provided pre-construction services, including coordination with the Authority, City, CM/GC, and Design Team on construction cost and contract documents. MNS also provided full construction management and administration services for the construction and project closeout phases of the project.

Mauricio Rivera, PE, QSD/QSP

Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Construction management and inspection
- Bridge and interchange improvements
- Roadway improvements
- Capital improvement projects
- Traffic operation systems and signals
- Railroad coordination
- Caltrans

Years of Experience
- 33

Licensing
- Professional Civil Engineer, CA No. 56880

Certifications
- Qualified SWPPP Developer/Practitioner, CA No. 20707
- 10-hour Construction Safety, Cal/OHSA
- 40-hour Hazardous Materials, Cal/OSHA
- Toastmasters Silver
- Microsoft Fundamentals

Education
- UC Berkeley Extension, Project Management Certificate
- BS, Civil Engineering, San Francisco State University, CA
- AS, Engineering, City College of San Francisco, CA

Professional Development
- 16-hour P3 Training
- Caltrans Resident Engineer Academy
- Caltrans Construction Academy Instructor

Awards
- McHenry Avenue Corridor Improvements, 2020 APWA Project of the Year Award, Sacramento Chapter
- Bailey Road/State Route Interchange Pedestrian and Bicycle Improvement, 2022 APWA Project Award, Transportation, Northern California Chapter

Mr. Rivera has over 33 years of professional experience in construction management, transit construction, signaling, community relations, scheduling, safety, roadway design, geotechnical engineering, and geometrics. Mauricio has been involved in the construction of multiple diverse projects ranging in value from $30K to $80M. He has extensive experience in the construction of intelligent transportation systems (ITS) and worked on complex projects in urban areas involving multiple funding sources and agencies. He has also coordinated with utility companies for relocation and establishment of service connections, working with a wide range of project stakeholders for construction projects such as federal, state, and municipal agencies; public transit and utility agencies; private utility agencies; railroads, neighborhood residential and commercial associations; and property owners. His experience includes:

Treat Boulevard Pavement Rehabilitation, Phase 1, City of Concord, CA. *Project Manager/Resident Engineer.* This $7.2M contract consisted of traffic control, potholing utilities, lowering/adjusting utility covers, street asphalt concrete pavement by full depth reclamation (FDR), asphalt grind and overlay, concrete curb and gutter, concrete sidewalk, concrete ADA ramp construction, tree removal and trimming, inspection of existing electrical conduits to ensure enough capacity for fiber optic cable installation, fiber optic installation and testing, video detection systems, landscape, and striping. The scope of the work also included coordination with multiple stake holders such as the fire department, local businesses and residents, two local high schools, the police department, and the bus company running buses through the work zone (Contra Costa Connection).

Treat Boulevard Pavement Rehabilitation, Phase 2, City of Concord, CA. *Project Manager/Resident Engineer. This* $7.9M contract consists of traffic control, water pollution control, demolition, tree removal, potholing of existing utilities, fiber optic installation, VIDS (Video Detecting Signals) installation, street pavement rehabilitation by cold-in-place recycling method, asphalt concrete grinding and overlay, placing and compacting hot mixed asphalt and rubberized hot mix asphalts, remove and replace concrete gutters, sidewalk, upgrade concrete ADA ramp construction, utility cover adjustments, traffic striping, landscape and new irrigation.

On-Call Construction Management/Construction Inspection, County of Sonoma, CA. *Resident Engineer*. MNS services include resident engineer, construction inspection, material testing coordination, and public outreach notifications coordination. 2022 Pavement Preservation Program, Project C22401: this project improved and rehabilitated over 21 miles of roadway with asphalt concrete overlays (some sections included full-depth reclamation treatments), chip and slurry seals along with associated flagging, traffic signal modification with Multi Sensor Video Detection System (MSVDS) with video imaging and radar technologies, metal beam guard rail (MBGR), ditch maintenance, culvert replacement, traffic control, pavement repair of structural sections, cold planning, shoulder backing, and delineation of the new pavement surface.

Citywide Signal Communication Upgrade Conduit Installation for Future Fiber Interconnect on Dublin Boulevard, City of Dublin, CA. *Resident Engineer*. This $950K project consisted of traffic control, water pollution control (WPC) management, potholing existing utilities, surface restoration, review of bore profiles, the installation by directional drilling of 5,690 linear feet of 3-inch Schedule 40 HDPE, inspection of existing conduits to make sure they had enough capacity for fiber optic cable installation, and installation of N48 and 6E pull boxes. Some abandoned utility vaults were removed so the underground placement of the 3-inch conduit would not be placed too deep which would have made it difficult to terminate to an existing N48 pull box without exceeding the 45-degree angle requirement.

Bailey Road/State Route 4 Interchange Pedestrian and Bicycle Improvement Project, Contra Costa County, CA. *Resident Engineer.* This $4.1M project modified the Bailey Road/State Route 4 interchange to improve bicycle and pedestrian access along Bailey Road. The project area extended from the BART Access Road to the Canal Road/State Route 4 westbound on-ramp intersection along Bailey Road in the Bay Point area. The project removed the westbound State Route 4 loop off ramp and the underutilized pedestrian tunnel under the same ramp in the northwest corner of the interchange. With the removal of the westbound loop off-ramp, 12-foot-wide sidewalks were constructed to provide pedestrians a more direct route along Bailey Road from Canal Road to the BART Access Road. The project also added Class II bicycle lanes along Bailey Road through the interchange area. To accommodate the traffic displaced by the removal of the westbound State Route 4 loop off-ramp, the existing westbound diagonal off-ramp on the northeast side of the interchange was widened to two lanes, and a new traffic signal was installed to accommodate traffic headed both northbound and southbound on Bailey Road. A retaining wall was required along the north side of the ramp for the widening. Bailey Road was widened along the southbound side, from the intersection of the State Route 4 westbound on-ramp to the existing westbound State Route 4 loop off-ramp. The widening also accommodates the extension of a third southbound lane along Bailey Road. The eastbound State Route 4 loop off ramp to Bailey Road was modified to have controlled right-turn movements by squaring off the ramp terminus. The project also removed the free right-turn from southbound Bailey Road onto the BART Access Road. These movements were controlled by modifying the existing traffic signal at three separate intersections. The project was completed with a pavement overlay from the eastbound off-ramps/BART Access Road to the westbound onramp, spanning the full width of Bailey Road. MNS provided full construction management and materials testing services. Mauricio's responsibilities include project communication and coordination, contract administration, CPM schedule review and approval, cost control and progress pay estimates, submittal/RFI approval, change orders and claims management, quality assurance materials testing services, quality assurance construction staking, and Water Pollution Control Program (WPCP) compliance.

Washington Boulevard/Paseo Padre Parkway Grade Separation Project, City of Fremont, CA. Resident *Engineer*. This $58.4M project grade separated Washington Boulevard and Paseo Padre Parkway, as well as two other local street at-grade crossings on the Union Pacific Railroad (UPRR) Milpitas line for the City of Fremont (City). The project involved realigning 2.5 miles of UPRR mainline track by constructing a new single-track line, two railroad bridges, one BART bridge, an overpass at Washington Boulevard, a depressed roadway with retaining walls, cut-off walls, a pumping plant at Paseo Padre Parkway, and construction of four temporary at-grade railroad crossings at two detours. This project also involved numerous utility relocations. Three advance contracts were also constructed prior to the main contract.

Citywide Pothole and Base Repair No. 2, Port Chicago and Bates, City of Concord, CA. *Resident Engineer.* This $1.6M project included roughly 200,000 square feet of pothole and base repair work along Port Chicago Highway and Bates Avenue in the City of Concord. Work included traffic control, staging of the work, SWPPP management, asphalt concrete removal, hot mix asphalt placement, pavement marking and striping removal and installation, and replacement of detector loops at all major intersections along Port Chicago Highway up to the Bates Avenue Intersection.

Tom Loomis, PE

Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Construction management and inspection
- Constructability review
- Roadway, interchange, and highway construction
- Structures: bridges, retaining walls, tunnels, flood control systems
- Caltrans

Years of Experience
- 47

Licensing
- Professional Civil Engineer, CA No. 31911; HI No. 13270; WA No. 22455

Certifications
- ACI Concrete Field Testing Technician-Grade 1, No. 02145801
- ProCPR Adult CPR/AED and First Aid, No. 164314683073324

Education
- BS, Civil Engineering, University of California, Berkeley, CA

Mr. Loomis has extensive experience in the transportation engineering and construction industry. skilled. Tom has demonstrated knowledge and proficiency in resolving and mediating design and constructability problems. He has extensive experience with coordinating project participants, including Highway Engineers, Civil Engineers, Structural Designers, Right-of-Way Specialists, and Owner/Agencies for on-time completion of accelerated projects. His experience includes:

Iron Horse Trail Bridge, City of Dublin, CA. *Resident Engineer*. This $11.6M steel truss bridge connects the Iron Horse Trail across Dublin Boulevard. This project's primary objective is to improve Trail user safety and traffic flow along Dublin Boulevard. The bridge crossing completely separates bicyclists and pedestrians from the roadway traffic. This project consists of a 220-foot prefabricated steel truss bridge, post-tensioned cast-in-place approach ramps, and three retaining walls. The tightly constrained project site, the concurrent adjacent road/culvert construction, and Dublin Boulevard require close coordination with adjacent projects and businesses. Tom’s responsibilities included reviewing submittals and requests for information (RFIs); inspecting field work; developing deck grades; scheduling and coordinating consultants; providing daily reports; tracking item quantities; monthly billing verification, change order composition; and coordinating with various agencies. The project is being administered in accordance with Caltrans methods and procedures.

South Bayfront Pedestrian Bridge, City of Emeryville, CA. *Constructability Reviewer/Resident Engineer*. The $21.4M new 227-foot-long bridge spans nine Union Pacific Railroad (UPRR) tracks and connects the Bay Street shopping area and Ohlone Way with the new Horton Landing Park, on the Horton side of the UPRR tracks. The project encompassed a steel tied arch bridge, 283-foot-long west switch-back ramp, west stair structure, 351-foot-long east ramp, east stair structure, 43-foot-long east creek bridge (over Temescal Creek), 142-foot-long parking garage bridge, and a 236-foot-long retaining wall. The access ramps are cast-in-place concrete structures. The heavy rail traffic through this project required a significant planning and coordination effort. The bridge was placed using specialized cranes over the tracks in a short overnight work window. Responsibilities included project communication and coordination, contract administration, technical drawing review, bridge erection plan review, Critical Path Method

(CPM) schedule review and approval, cost control and progress pay estimates, submittal/request for information (RFI) approval, change orders and claims management, quality assurance materials testing coordination, and Water Pollution Control Program (WPCP) compliance.

Union Road Bridge at San Benito Road, County of San Benito, CA. *Structure Representative.* The $36M project realigns Union Road and replaces the existing bridge over the San Benito River with a new two-lane bridge with pedestrian and bicycle lane facilities. Union Road is an important arterial and critical route that serves agricultural, business, and commerce, as well as the needs of both rural and urban residential areas, and the connection with San Benito Road adjacent to the existing bridge is a high-volume intersection. Union Road will be realigned to remove a substandard curve, and the intersection of San Benito Street and Union Road will be relocated with a 350-foot extension of San Benito Street to the realigned portion of Union Road. The project will likewise reconstruct the intersection of Cienega Road and Union Road to orient the intersection with the realigned Union Road. The new bridge structure will be located approximately 140 feet south of the existing structure and will consist of a five-span, CIP box girder bridge, 657 feet long and 59 feet wide. The post-tensioned structure will have abutments supported on three, 6-foot diameter CISS concrete piles, and each pier will be supported on four, 6-foot diameter CISS concrete piles. Due to the geologically active nature of the project site, the bridge construction includes several unique design features to accommodate both immediate and long-term effects of seismic activity. Tom's responsibilities include review and coordination of submittals, requests for information (RFIs), and general correspondence.

Ardenwood Creek (Line P) Project, Alameda County Flood Control and Water Conservation District (ACFCWD), Alameda County, CA. *Resident Engineer/Construction Inspector.* Located between post mile (PM) 4.16 and 5.18, this $8.7M project was a multi-purpose flood control system which required biological and archeological monitoring. Construction tasks involved wetland mitigation; dewatering and re-profiling of three reaches; lowering of two Alameda County Water District (ACWD) 16-inch water lines; construction of several small retaining walls, weir structures, duckbill check valves, slide gate structures, and outlet structures; habitat planting and landscaping; and two box culvert roadway crossings at Paseo Padre Parkway and Ardenwood Boulevard with precast reinforced concrete box (RCB) structures and three crossings with 48- and 36-inch reinforced concrete pipe (RCP) and flap gate. The project required close coordination with ACFCWD as well as regional, state, and federal agencies, including East Bay Regional Park District (EBRPD), ACWD (Operations, Engineering, and Inspection), Pacific Gas and Electric (PG&E), Cities of Fremont and Newark, the Homeowner's Association, Union Sanitation District, California Department of Fish and Wildlife (CDFW), US Army Corps of Engineers (USACE), and the San Francisco Regional Water Quality Control Board (SFRWQCB). Responsibilities included coordinating with ACFCWD, USACE, CDFW, and the contractor; contract resolution involving PG&E line relocation and contractor termination; claims mitigation; and managing contract change orders, as well as contractor's adherence to budget and schedule. Tom was responsible for overall construction management and completion of the project in accordance with the plans and specifications. This also includes the contractor's monthly progress payments, review, and coordination of the submittals, RFIs, and general correspondence. Tom also led the coordination and working with the adjacent property Owners, the local utilities companies, and East Bay Regional Parks. This project was a wetlands restoration project and a creek realignment adjacent to the Coyote Hills Regional Park in Fremont, CA. It also involved working with the ACFCWD biologists and consultant biologists in preserving and protecting any endangered species.

Warm Springs Bay Area Rapid Transit (BART) West Access Project, City of Fremont, CA. *Structures Representative.* This $23.3M project constructed a pedestrian access to the new Warm Springs BART station. The project consists of a 102-feet-long cable-stayed and 147-feet-long steel truss bridge over the Union Pacific Railroad (UPRR) tracks and yard; bridge circulation elements (staircase, escalators with canopy, and elevator); installation of plumbing, lighting, security, and communication systems to support the operation of the bridge; and an approximately one-acre city amphitheater style plaza to provide the landing point and circulation area for the pedestrian bridge. The new steel truss bridge crosses over the UPRR yard into the new BART Warm Springs station and the steel cable stay bridge over the UPRR siding track. Coordination was needed with BART and UPRR for flagging and erection of window. The plaza included decorative pavement, seating elements (terraced seating, benches, etc.), lighting elements, stormwater treatment areas, landscaping, irrigation, utility connections, bike racks, and an information kiosk. Funded by the Alameda County Transportation Commission (ACTC), this project provides access for a new residential and commercial development on the west side of the station.

Lakshmanan “Kumar” Senthil Kumar, PE

Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Caltrans standards, policies, procedures, and guidelines
- Roads and highways
- Oracle Primavera
- Cal/OSHA standards and worker safety
- Stakeholder coordination
- Contract administration

Years of Experience
- 32

Licensing
- Professional Civil Engineer, CA No. 54597

Education
- MS, Structural Engineering, Villanova University, PA
- BS, Civil Engineering, Coimbatore Institute of Technology, India

Awards
- 2024 Partnering Success in Motion Award – Niles Canyon Project, Livermore Lab Building Project
- 2023 Platinum Hard Hat Award – Safety Innovation on Posey Webster Tubes Project
- 2022 Partnering Success in Motion Award Interstate 680/84 Project
- 2021 Partnering Success in Motion Award Interstate 680 Express Lanes Project
- 2019 Partnering Success in Motion Award Interstate 580 Altamont Rehab
- 2012 Partnering Excellence Statewide Award Interstate 580 Express Lanes Project

Speaking Engagement(s)
- Interstate 580 Projects Presentations, Rotary Club of Livermore and Women's Society of Civil Engineers

Mr. Senthil Kumar has over 32 years of experience in construction management and civil engineering. Kumar specializes in Caltrans roadway and highway projects, and he is highly skilled in problem-solving, analytical thinking, negotiation, project planning and coordination, and cost estimation and control across diverse construction projects. Proficient in Oracle Primavera software, he has successfully managed projects exceeding $1B along the Interstate 580 and Interstate 680 corridors within Alameda County. His experience includes:

Interstate 680 Express Lanes (Alcosta Boulevard to Koopman Road), Caltrans District 4/Alameda County Transportation Commission (ACTC), CA. *Construction Manager*. This $230M project involves the construction of an Express Lane and rehabilitation of the freeway on the southbound Interstate 680 from Alcosta Boulevard to Koopman Road. The project includes the replacement of the median barrier, widening existing ramps, integration of toll system components, and renewing the existing concrete and asphalt pavements. Kumar was responsible for ensuring site work was successfully completed on time. As a supervisor on this project, he oversaw field engineers and staff, leading regular meetings with the project team to review progress and providing guidance on resolving complex project challenges. Kumar also kept ACTC management and project stakeholders informed about project status, resources, budget, and critical issues. He monitored contractor compliance with contract plans and specifications, Caltrans standard plans and specifications, and other relevant documents, and verified that the contractor’s safety program followed Cal/OSHA standards. Additionally, contract change orders were initiated, negotiated, and prepared by Kumar. He ensured they were created with appropriate payment methods and approves the monthly progress payments for contractors. To improve safety for workers and travelers, he managed 12 full weekend closures of Interstate 680 in the Tri-Valley area. He is highly knowledgeable about effective work zone protection methods.

Interstate 680 Northbound Rehabilitation Project (Koopman Road to Alcosta Boulevard), Caltrans District 4, CA. *Construction Manager*. This $71M project involved the rehabilitation of the northbound Interstate 680 from Koopman Road to Alcosta Boulevard. This project involved the replacement of concrete pavement with precast panels and continuously reinforced concrete pavement. During construction, moveable barriers were

used for worker safety—a first for Caltrans District 4. Kumar's involvement started at the plans, specifications, and estimate (PS&E) phase where he contributed to the development of specifications for the moveable barrier. During construction, Kumar was responsible for overseeing the fieldwork for the project, supervising and leading regular meeting with engineers and administrative staff. He also managed contract administration, ensuring contractor compliance with contract plans and specifications, Caltrans standard plans and specifications, and other relevant documents. Additionally, contract change orders and value engineering cost proposals were initiated, negotiated, and prepared by Kumar. He ensured that each were created with appropriate payment methods. He also approved the monthly progress payments for contractors.

Interstate 680/State Route 84 Interchange Modification and US 84 Widening, Caltrans District 4, CA. *Construction Manager*. This $140M project involves major modifications to the interchange connecting Interstate 680 and State Route 84 and widens the State Route 84 from two to four lanes. Key features of this project include bridge widenings, 20 retaining walls, and a box culvert. The project faces significant environmental restrictions and utility challenges, requiring coordination with major stakeholders, including San Francisco Public Utilities Commission (SFPUC) and Pacific Gas and Electric (PG&E). Kumar was responsible for coordinating with permitting agencies, including the California Department of Fish and Wildlife (CDFW) and Regional Water Board, and maintaining open communication with stakeholders to ensure they are informed on project progress.

Various Projects, Caltrans District 4, Alameda County, CA. *Construction Manager*. Kumar assisted on a variety of projects in Alameda County. Notable projects include:

- **Posey Webster Tubes Fire and Safety Rehabilitation ($35M).** This project rehabilitated ventilation systems and pumps. Kumar was responsible for verifying and ensuring tubes met all current National Fire Protection Association (NFPA) and Federal Highway Administration (FHWA) standards and requirements.
- **Caldecott Tunnels Bores 1-3 Fire and Safety Rehabilitation ($25M).** This project rehabilitated existing ventilation and mechanical systems. Rehabilitation was required to meet all current NFPA and FHWA standards and requirements.
- **Green Energy Backup for Posey Webster Tubes—Bloom Energy ($7M).** This project equipped the Posey-Webster tubes with environmentally friendly emergency backup power.
- **Safety Improvement Projects along State Route 84 – Niles Canyon ($25M).** This project replaced the Alameda Creek Bridge and widened existing shoulders along Niles Canyon. Additionally, speed reduction signs, guard rails, and drainage system improvements were installed.
- **Caltrans District 4 Office Building Elevator Rehabilitation ($6M).** This project involved the rehabilitation and modernization of 15 elevators in Caltrans' district office to meet current requirements.
- **Caltrans District Materials Lab Building ($22M)**.This project constructed a new building in Livermore for Caltrans District 4.

Various Projects, Caltrans District 4, Alameda County, CA. *Construction Engineer*. Kumar oversaw field work on major and minor projects in Alameda County. His responsibilities included construction management; contract administration; monitoring contractor compliance with established plans and specifications, special provisions, and other relevant documentation; ensuring completion of projects within scope, schedule budget, and available resources; and enforcing Caltrans' standard practices, policies, procedures, and guidelines. He served as a senior engineer, supervising resident engineers and staff and guiding them through solutions to complex construction challenges. Kumar was also responsible for coordinating and leading meetings with various contractors, subcontractors, local agencies, and other relevant Caltrans divisions. Additionally, he negotiated complex contract change order and managed appropriate payment methods. Notable major projects include:

- **Interstate 680 Northbound Express Lanes (Scott Creek Road to Interstate 680 and State Route 84interchange), Caltrans/Alameda CTC, Fremont ($120M).** This project widened and rehabilitated Interstate 680, installed a northbound express lane on the highway from Scott Creek Road to State Route 84, and replaced the overcrossing on Sheridan Road.
- **Interstate 580 Altamont Pass Rehabilitation (Interstate 205 to Greenville Road) ($65M).** This project removed and replaced nine miles of Interstate 580. Work was completed on both the east and westbound directions of the highway along the Altamont pass. Concrete barriers were also installed at several locations on the highway.

Thom Fresquez, PE

Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Construction management and inspection
- Bridge construction and widening (steel truss, plate girder, CIP box girder, pre-cast girder, slab)
- MSE walls
- Building construction
- Marine construction
- CPM scheduling
- Negotiations and dispute resolution
- Caltrans

Years of Experience
- 36

Licensing
- Professional Civil Engineer, CA No. 46611

Certification
- 40-hour Hazardous Materials
- ProCPR Adult CPR/AED and First Aid, No. 164298298173869
- ACI Concrete Field Testing Technician-Grade 1, No. 02143189

Education
- BS, Civil Engineering, University of California, Berkeley, CA

Awards
- 2002 Superior Accomplishment Award, Caltrans
- 2001 Outstanding Structure Representative, Caltrans District 4 Construction
- 2001 Certificate of Appreciation for Exemplary Service, Caltrans Structure Construction
- 2000 Superior Accomplishment Award, Caltrans
- 1999 Outstanding Caltrans Resident Engineer, Caltrans Toll Bridge Program
- 1995 Excellence in Construction Award, Caltrans HQ Construction

Mr. Fresquez has over 36 years of construction management experience as a Resident Engineer, Structure Representative, and Construction Inspector on bridge, highway, and building construction projects in the San Francisco Bay Area. Thom is highly regarded for his broad range of technical knowledge and practical experience. He has earned a reputation for his ability to develop productive and cooperative relationships with contractors built upon fair dealing, a keen ability to foresee and resolve potential issues before they impact the work, a strong focus on planning, and innovative and effective approaches to claims avoidance. His reputation is supported by a track record of no claims during the past 20 years on complex projects with a total of over $300M in contract work.

Additionally, prior to serving as the Structure Representative for the San Francisco-Oakland Bay Bridge Seismic Retrofit Project, Thom performed the constructability reviews of this bridge and four other major retrofit projects on the Bay Bridge and the Richmond-San Rafael Bridge. In doing so, he utilized his extensive structural steel and protective coatings background to develop innovative specifications to address the highly unique aspects of the projects and to reduce the owner's exposure to construction claims and delays. Further, Thom made changes to the critical path method (CPM) scheduling specifications to create a “float bank" for the State of California to earn float for expediting work. His recommendations for changing the specifications were not only implemented for these projects but have since been included in the State’s Standard Special Provisions. His experience includes:

Dougherty Road Improvements, City of Dublin, CA. *Resident Engineer*. The $14M Dougherty Road Improvements project addresses traffic congestion and multi-modal circulation issues for commuters traveling Dougherty Road, including improved access to the Dublin/Pleasanton Bay Area Rapid Transit (BART) station. The project constructs two new vehicular travel lanes with landscaped median islands; new bicycle and pedestrian path; curb and gutter; Americans with Disabilities (ADA) curb ramps; and new bus stops and bus pull-outs. The project also involved significant utility coordination to install underground infrastructure for street lighting and signal interconnect system; locating existing unused infrastructure for fiber optic system to minimize change order costs and unnecessary conduit and pull box installation; working with the pipeline contractor on the installation of new water services and

fire hydrant relocations. Additional elements included placement of over 52,000 square yards of multi-axial Geogrid underlayment; 19,800 cubic yards of aggregate base; three miles and 13,100 tons of 0.75-inch hot-mix asphalt (HMA) paving.

Yerba Buena Island Southgate Road Realignment Improvements, San Francisco County Transportation Authority, CA. *Resident Engineer/Structure Representative.* This $30M three-phase project involving realignment improvements will increase the length of the on- and off-ramp on a new alignment to allow the YBI WB Ramps project to function as designed. The realignment of the Southgate Road will allow the roadway to function as an extension of the on- and off-ramps for the BYI WB Ramp Project and will separate the traffic heading to the westbound and eastbound Interstate 80. This traffic separation will eliminate a queue spillback on Interstate 80. To ensure all truck turning movements are accommodated, the extended ramps will provide direct access from Hillcrest Road to the westbound on-ramp. The project includes two cast-in-place post-tensioned box girder bridges, multiple retaining walls including a multiple level tieback wall, and concrete barriers. The project also includes cast-in-drilled-hole (CIDH) piles with steel casing, significant earthwork, complicated utility relocations, drainage and temporary drainage structures, temporary bike path, and ongoing traffic control. The project is very challenging due to the limited, tight working area while keeping traffic running through the construction. Responsibilities include working closely with multiple agencies including Caltrans, SCCTA, and the City; reviewing and tracking submittals including falsework, shoring, post-tensioning, pile placement; supervising the field inspectors; identifying and resolving field issues; performing field engineering; coordination of construction staking and materials sampling and testing; preparing correspondence, responses to RFIs, and progress payments; negotiating and preparing change orders; conducting weekly coordination meetings; resolving potential claims; and maintaining as-built records.

US 101/Holly Street Interchange and Pedestrian Overcrossing (POC) Project, City of San Carlos, CA. *Resident Engineer*. This $25.8M project modifies the existing interchange on US 101 at the Holly Street overcrossing (OC) and adds a pedestrian overcrossing (POC) over US 101. The interchange modification will remove the northeast and southwest loop ramps from the existing full cloverleaf (Type L-10) interchange and create a partial cloverleaf (Type L-9) interchange to US 101. Diagonal on- and off-ramps will be modified to create more bicycle- and pedestrian-friendly crossings. Holly Street will be widened to provide a third through lane for limited sections at on-ramp approaches. The existing deck drains, electroliers, concrete median, and concrete barriers will be modified on the existing Holly Street OC. The POC will provide a new 12-foot-wide multi-use path approximately 430 feet south of the Holly Street OC. As an alternate route for non-motorists, the POC will provide cross-freeway access without the need to traverse ramp termini and entrances. Other key features of the project include ramp widening, ramp metering improvements, drainage improvements, stormwater retention basins, retaining walls, bicycle roundabouts at either end of the multi-use pathway, signing and striping improvements in Redwood City on the east side of US 101, signal improvements at the Industrial Road/ Holly Street intersection, and fiber optic modifications along Industrial Road on the west side of US 101.

Washington Boulevard/Paseo Padre Parkway Grade Separation, City Fremont, CA. *Resident Engineer/Deputy Resident Engineer.* This $58M project involved four at-grade separations of railroad crossings at Washington Boulevard and Paseo Padre Parkway. The project realigned 1.4 miles of mainline track by constructing a new single-track line, two pre-cast concrete railroad bridges, one cast-in-place reinforced concrete post tensioned bridge for the Bay Area Rapid Transit (BART) Warm Springs Extension Project, a depressed roadway with retaining walls, cut-off walls, and a pumping plant at Paseo Padre Parkway and construction of four temporary at-grade railroad crossings at two detours. The project also demolished existing buildings with lead, asbestos, and contaminated soil; installed multiple storm drainage systems with pipe diameters as large as 72 inches; relocated 15 separate utilities, including PG&E, AT&T, and Kinder Morgan; constructed two railroad bridges, one BART bridge, an overpass at Washington Boulevard, retaining walls, roadways, sidewalks, Americans with Disabilities Act (ADA) compliant curb ramps, street lighting, and a new signalized intersection. Part of Thom's utility coordination responsibilities included review of utility relocation plans, and field verification of utility relocation. Specific utilities involved PG&E, AT&T, Union Sanitary District, Alameda County Water District, COMCAST, Time Warner, XO, Level3, Verizon (MCI), Sprint, Qwest, Kinder Morgan, SFPUC, and Abovenet. The project was located within the habitat and breeding area of the California Tiger Salamander, which required extensive biological surveys and monitoring during all ground disturbing activities. Responsibilities included design review, construction management, procurement services, and claims management and dispute resolution assistance.

Aftab Loya, PE, QSP

Assistant Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Transportation projects
- Stormwater management
- Highway design
- SWPPP
- Caltrans procedures
- Constructability reviews
- Construction management
- Construction inspection

Years of Experience
- 25

Licensing
- Professional Civil Engineer, CA No. 64215
- Qualified SWPPP Practitioner (QSP), CA No. 20348

Education
- BS, Civil Engineering, University of California, Berkeley, CA

Publication
- “The Storm Water Data Report: How Caltrans Documents Compliance," presented at the CA Storm Water Quality Association Conference

Mr. Loya has over 25 years of experience working on California transportation projects in the construction management, stormwater management, and highway design environments. Aftab has managed and designed numerous projects through all phases of the project life cycle. This unique blend of construction and design expertise has helped him serve clients through the full spectrum of constructability review, construction management and administration, and construction inspection services.

He spent the first six years of his career at Caltrans District 4, first as Project Engineer and later as Assistant Resident Engineer. Aftab is a Qualified SWPPP Practitioner (QSP) and has taught more than 400 Caltrans engineers on the preparation of Caltrans Storm Water Data Reports, through 16 workshops held in five Caltrans Districts. Aftab recently finished serving the Bay Area Rapid Transit District (BART) Office of Infrastructure Delivery as Principal Assistant Resident Engineer on the Mission-Line and Alameda-Line 34.5kV Traction Power Cable Replacement projects. He led change management and contract negotiation tasks on both projects, which comprised the two largest construction contracts ever awarded by the BART Maintenance & Engineering (M&E) Department. His experience includes:

Fairfax Bolinas Wall at PM 1.0, County of Marin, CA. *Assistant Resident Engineer/Inspector.* This $1.5M project repaired a landslide along Bolinas Road near post mile (PM) 1.0 in Marin County by constructing a 100-foot cast-in-drilled hole (CIDH) retaining wall, a 100-foot concrete waler along an existing retaining wall, and installing ground anchors in both structures. This project included structural concrete and minor concrete, earthwork, pier drilling, erosion and sediment control, roadway paving and striping, installation of a new drainage system, traffic control measures, guardrail installation, and rock slope protection. Key challenges of this project included working under Pacific Gas & Electric (PG&E) powerlines with limited outage windows and maintaining continuous traffic flow and access on the narrow hillside road. An around-the-clock backup generator was provided to a nearby residence to avoid any outages while PG&E lines were de-energized. Traffic flow and access were maintained using flaggers and temporary signals. Limited space on the roadway required a multi-stage construction plan for access and storage of construction equipment. MNS provided construction management services, including project

management, construction engineering, pre-construction review, stakeholder communication and coordination, contract administration/document control, construction inspection, project closeout, and record drawings. This project was funded by Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA). Aftab was responsible for communicating and coordinating with stakeholders, providing construction inspection, facilitating closeout, and preparing record drawings.

Mission-Line 34.5kV Cable Replacement Project, BART, San Francisco, CA. *Principal Assistant Resident Engineer.* This five-year, $85 million project entailed the second-largest M&E construction contract ever awarded and replaced the existing traction power infrastructure along 14 miles of BART tunnels in downtown and suburban San Francisco. Specific elements of work included installation of 80,000 linear feet of new phenolic conduit and fiberglass splice trays along the ceiling of all tunnels, placement of 300,000 linear feet of high voltage EPR cable for the train traction power system, routing the cable and conduits into new isolation disconnect switches located at each of the eight electrical substations along the track, installation of 45,000 linear feet of a new fiber-optic backbone to support train operations, and removal of existing 50-year old PIPE-type cable. A unique challenge of this project was the restriction that field work along the tracks/tunnels could only be performed when trains were not running, which meant that construction could occur only during very limited late night or selected weekend hours.

As Principal Assistant Resident Engineer, Aftab proactively met this challenge by working with the Contractor and the BART Operations Planning group to ensure that each work shift was planned in detail several weeks in advance, and work shift notifications in the form of track allocation requests were submitted and updated continuously. He spearheaded all of the construction management team's change control, cost management, quality assurance, and stakeholder coordination efforts. Utilizing his unique and superior combination of extensive design and construction experience, Aftab was able to anticipate, plan for, execute, and control major changes to the project's scope before such changes could significantly impact the project's schedule and budget. He successfully led negotiations on over 30 change orders (~ $15 million), which yielded $3.5 million in direct cost savings plus $3.8 million in time-related cost savings for BART. As a direct result of his proactive efforts, less than 1% of change order contingency reserve funds were expended and construction was completed several months ahead of schedule.

Alameda-Line 34.5kV Cable Replacement Project, BART, Almeda County, CA. *Principal Assistant Resident Engineer.* This four-year, $107 million project entailed the largest M&E construction contract ever awarded and replaced the existing traction power infrastructure along 13 miles of BART aerial structures and at-grade tracks in Alameda County. Specific elements of work included installation of new epoxy conduit, fiberglass cable trays, and cable troughs along the trackway and below aerial/ bridge structures, placement of 420,000 linear feet of high-voltage EPR cable for the train traction power system, routing the cable and conduits into the various electrical substations along the track, and installation of 70,000 linear feet of new fiber-optic cables for train operations.

As Principal Assistant Resident Engineer, Aftab utilized his exceptional knowledge of the BART RE Manual for: preparation of monthly progress payment applications, independent cost analyses, and estimates; resolution of design and constructability issues; administering, monitoring, and inspecting construction work; schedule and claims management; tracking all project reporting, financials, and completion forecasts; and recommending cost containment methods to BART. He also focused on effective and timely change control, including: preparing change orders, change notices, findings-of-fact, change order justification summaries, and independent engineer's cost estimates; negotiating change order costs with contractors; and creating pre-negotiation plans and records-of-negotiations The project is expected to be completed under budget and well ahead of schedule, with no outstanding claims or potential claims.

Concord Station Plaza Improvements, BART, Concord, CA. *Office Engineer/Assistant Resident Engineer.* The Concord Station Plaza Improvements Project consisted of removing and reconstructing new pedestrian plazas, sidewalks, and raised decorative crosswalks at the east and west station parking lots; relocating taxi and passenger drop-off areas; and station improvements, such as, landscaping, retaining walls for a future bicycle storage area, patron signage, benches, trash receptacles, and other architectural and electrical work. A recurring challenge of this project was performing construction activities in and around the station while providing safe, continuous station access to BART patrons, buses, and taxis. This challenge was met by performing work during non-peak and non-revenue hours, when necessary, and synchronizing field work with local transit and taxi agencies to minimize traffic impacts.

Perry Hendricks

Assistant Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Transportation projects
- Vertical structures
- Utility coordination
- Soldier pile walls
- OSHPD

Years of Experience
- 12

Certifications
- ACI Concrete Field-Testing Technician, Grade-1, Cert. No. 01897197
- 10-hour Construction Safety Cal/OSHA
- Scaffolding Competent Person
- Standard Adult CPR/AED and First Aid Certificate, Cert. No. 162820116473988

Education
- BS, Civil Engineering, Oregon State University, OR

Professional Development
- Trench Safety Training
- Supervisory Crane Training

Mr. Hendricks has over 12 years of experience in the construction industry specializing in large-scale transportation and vertical structures. Perry's background includes a variety of road and bridge projects, California's Office of Statewide Health Planning and Development (OSHPD) work at the new Stanford Hospital, as well as experience on soldier pile walls and soil improvements in a complex and congested job site for the San Francisco Municipal Transportation Agency. At MNS, he has worked on a steel arch, steel truss bridge, and a Caltrans box girder bridge. During the progress of work, he ensured the quality of and oversaw driven precast and steel piles, CIDH piles, structural concrete, bridge retrofit, retaining walls, fencing/ handrailing, and underground utilities. While working for McCarthy Building Company, he performed field testing and quality control for below-grade work and for institutional construction. He also has extensive knowledge of building exterior envelope including structural steel, pre-cast panel, unitized curtain wall, metal panel, glazing, roofing, and waterproofing. Perry is known for clear and effective communication with various project stakeholders and ability to identify and resolve conflict to ensure project efficiency. His experience includes:

Iron Horse Trail Bridge, City of Dublin, CA. *Assistant Resident Engineer/Lead Inspector*. This $11.6M steel truss bridge will connect the Iron Horse Trail across Dublin Boulevard. This project's primary objective is to improve Trail user safety and traffic flow along Dublin Boulevard by providing a grade-separated bridge crossing that completely separates bicyclists and pedestrians from motorized vehicles. This project consists of a 220-foot prefabricated steel truss, post-tension cast-in-place approach slabs, and three retaining walls. The confined project site, concurrent adjacent road/culvert construction, and traffic volume on Dublin Boulevard require close coordination with adjacent projects and businesses. Responsibilities included reviewing submittals and Requests for Information (RFIs); inspecting field work; developing deck grades; scheduling and coordinating consultants; providing daily reports; tracking item quantities; monthly billing verification, change order composition; and coordinating with various agencies, the adjacent housing developer, and the City. The project is being administered in accordance with Caltrans methods and procedures.

Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing, Contra Costa Transportation Authority, CA. *Project Manager*. Contra Costa Transportation Authority (Authority) and the City of San Ramon (City) are partners in the delivery of the Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing (Project). The project will construct a bicycle and pedestrian overcrossing at Bollinger Canyon Road in the City of San Ramon. When completed, the Project will be part of the Iron Horse Trail (IHT). The project arose from the desire to enhance safety for pedestrians and bicyclists using the Iron Horse Trail, improve traffic flow on Bollinger Canyon Road, facilitate alternative transportation, and enhance recreation. The Iron Horse Trail is a Route of Regional Significance that serves as a bicycle and pedestrian corridor through the center of the San Ramon Valley.

The overcrossing structure is comprised of cable-stayed main spans totaling 200 feet in length with a median support consisting of a 70 feet tall V-shaped pylon. The structural steel pylon is supported by a concrete pile cap and two 72-inch diameter cast-in-drilled-hole (CIDH) piles roughly 78 feet long. The main spans and back spans will be constructed of structural steel and pre-cast concrete deck panels. The back spans are supported by concrete V-piers with 48-inch diameter CIDH piles roughly 40 feet in length. Concrete abutments on spread footings and mechanically stabilized earth (MSE) retaining wall are used for the approaches to the signature structure. In addition, the project includes utility protection, roadway realignment, signing, striping, traffic signal, lighting, landscaping, and irrigation work.

South Bayfront Pedestrian Bridge, City of Emeryville, CA. *Assistant Resident Engineer/Lead Inspector.* This $21M steel pedestrian bridge project spans nine UPRR tracks and connects the Bay Street shopping area and Ohlone Way with the new Horton Landing Park, on the Horton side of the UPRR tracks. The project includes the construction of a steel tied arch bridge, 283-foot-long west switch-back ramp, west stair structure, 351-foot-long east ramp, east stair structure, 43-foot-long east creek bridge (over Temescal Creek), 142-foot-long parking garage bridge, and a 236-foot-long retaining wall. The access ramps are cast-in-place concrete structures. Responsibilities included assisting with the review of submittals and RFIs, inspection of the field work, scheduling and coordination of consultants, daily reports, tracking item quantities, monthly billing verification, change order composition, and coordination with various agencies including UPRR and the City. The project is being administered in accordance with Caltrans methods and procedures.

San Pablo Avenue Stormwater Project, Bay Area Toll Authority, Alameda County, CA. *Assistant Resident Engineer/Inspector.* This $1.8M mitigation project constructs eight bio-retention basins along San Pablo Ave in eight different cities in Alameda County for the new San Francisco-Oakland Bay Bridge (SFOBB). The work includes the demolition of existing flatwork; construction of new curb, gutter, and sidewalk; relocation of two East Bay Municipal Utility District (EBMUD) water lines; hot mix asphalt (HMA) paving and micro-surfacing operations; installation of new drainage systems; and landscape improvements. Construction inspection responsibilities include monitoring the daily construction activities to ensure work meets the requirements of plans and specifications, daily safety checks of the construction sites and traffic control, preparing daily diaries, tracking force account work, and preparing quantity sheets. Office engineer responsibilities include setting up project files to meet Caltrans oversight requirements, maintaining request for information (RFI) and submittal logs, reviewing certified payroll and extra work bills, maintaining project files, and assisting with progress pay estimates.

Stanford Hospital, Stanford, CA. *Assistant Project Manager.* This $1.4B project constructed a new Stanford Adult Hospital. Perry managed five contractors for waterproofing, roofing, flashings, seismic assemblies, and exterior façade; contracts totaled over $90M. Tasks involved assisting with the development of the structural grout operations of the building isolators and he was heavily involved with the installation of site and exterior concrete works. While on the project he was able to utilize lightweight insulating cellular concrete in lieu of the specified tapered insulation to achieve required slopes which reduced rework and created a more robust detail. During his tenure, he was closely involved with coordinating the three-story tie-in of the new and existing structures and providing design alternates to minimize retrofits to the existing structure. Responsibilities included reviewing and submitting construction documents including shop drawings, testing data, and safety information; composing, submitting, and reviewing Requests for Information (RFIs); coordinating and managing the scope with related trades (concrete, steel, framing HVAC, plumbing, and interiors); managing the procurement of materials required on site; conducting weekly meetings to coordinate information to support the construction schedule and resolving site concerns/conflicts; design and field coordination of site concrete; and coordinating various site utilities. He also formed and negotiated multimillion dollar subcontractor cost settlements for outstanding change orders.

Humza Mansoor

Assistant Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Roadway inspection
- Structures inspection
- Electrical inspection
- Office engineering

Years of Experience
- 12

Certifications
- ACI Concrete Field Testing Technician-Grade 1, No. 02143182
- ProCPR Adult CPR/AED and First Aid Certificate, No. 162733873511415

Education
- BS, Civil and Environmental Engineering, University of California, Davis, CA

Affiliation
- American Society of Civil Engineers

Mr. Mansoor has more than 12 years of experience in construction management. Humza has served as a Resident Engineer, Assistant Resident Engineer, Structures Representative, and Lead Inspector. He has inspected major concrete pours, rebar installation and testing, and hot mix asphalt (HMA) pavement inspection. Inspections have also included polyester overlay placement, cast-in-drilled hole (CIDH) and cast-in-steel-shell (CISS) pile installation and testing, wet utility installation, electrical conduit/conductor and fiber optic installation, electrical toll infrastructure installation and testing, fill and grade inspection, mechanically stabilized embankment (MSE) wall construction, and soil nail installation. Humza actively coordinates with utilities and environmental state and federal agencies. He has also scheduled regular testing per Caltrans and local agency specifications. His experience includes:

Ralston Corridor Improvements Segment 3 Project, City of Belmont, CA. *Assistant Resident Engineer*. This $2.5M project will improve roughly one mile of Ralston Avenue between South Road and Alameda De Las Pulgas. Ralston Avenue is the main thoroughfare for the City of Belmont connecting US 101 to State Route 92 with over 35,000 vehicles daily. Work includes demolition of existing concrete sidewalks, drive approaches, curb ramps, and storm drain systems; construction of storm drain systems; rehabilitation of roadway structural sections; building Americans with Disabilities Act (ADA) compliant crosswalks at three intersections with traffic beacons, widened sidewalks, widened bike paths, ADA curb ramp and sidewalk construction and compliance; reconstruction of drive approaches; and installation of landscaping, slurry seal, street signs, and pavement delineation. Humza served as the Assistant Resident Engineer for the project, he inspected all contract work; coordinated materials testing; traffic control implementation; SWPPP enforcement; and verified ADA compliance. Humza was the liaison between the contractor, the City, and various third-party utilities that had numerous conduits and boxes that needed adjustment to meet ADA compliance. He managed all project documentation, progress payments, change orders, and submittal/requests for information (RFIs) review and processing. Humza also ensured the project met all federal aid and Caltrans LAPM requirements, including DBE/SBE compliance.

El Camino Real and Old County Road Sanitary and Storm Sewer Rehabilitation Project, City of Belmont, CA. *Assistant Resident Engineer*. This project included sanitary and storm sewer improvements at three different sites located in close proximity to each other. Work included replacing vitrified clay sewer lines with larger PVC lines, installing new manholes to accommodate increased flow, replacing sewer force main and wet well valves at Harbor Boulevard and El Camino Real, and installing new storm drain inlets and lines across Old County Road. While serving as the Assistant Resident Engineer for the project, Humza coordinated all inspection of contract work; materials testing; structural survey reporting; and Caltrans permit requirement compliance. He was the liaison between the contractor, the City, and various third-party utilities. He managed all project documentation, progress payments, change orders, submittal/requests for information (RFIs) review and processing.

The project was delivered in three phases:

- **Phase 1—Sewer Main**. Capacity improvements to the sewer main on El Camino Real were needed to accommodate increased flows from the North Road Sanitary Sewer Pump Station. Two segments were upsized: 244 linear feet of 6-inch gravity pipe to 12-inch line; and 1,328 linear feet of 8-inch gravity pipe to 15-inch.
- **Phase 2—Sewer and Storm Line Operation**. In late 2019, the City conducted a routing CCTV inspection when it was discovered that a 6-inch vitrified clay sewer pipe was running directly through the City's 18-inch corrugated metal storm drain pipe impeding the stormwater flow. The approximately 50-foot-long storm drainpipe was replaced.
- **Phase 2—Force Main Replacement.** In late 2015, the force main was tested using various techniques to determine the soil corrosion. A 120-foot-long, 2-inch-diameter cast iron force main crossing El Camino Real, located in a moderately corrosive category, was replaced.

Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets, City of Emeryville, CA. *Assistant Resident Engineer.* This $2.3M project will address three at-grade railroad crossings within the City of Emeryville, located at 65th, 66th, and 67th Streets that are main arterial tracks for both Union Pacific Railroad and Amtrak. To address the impacts of train horns on communities, the Federal Railroad Administration allows local jurisdictions to establish a Quiet Zone in which the routine sounding of horns is prohibited at designated rail crossings. The Project provides installation of safety measures and improvements needed to establish a quiet zone and consists of the installation of four-quadrant gates, raised medians at each at-grade crossing, pedestrian access gates, ADA compliant sidewalks, new and modified traffic signals at 65th and 67th Street crossings, and rehabilitation of hot mix asphalt (HMA) pavement within the crossing areas along Shellmound Street. Humza is serving as the Assistant Resident Engineer for the project, he us inspecting all contract work; coordinating materials testing; traffic control implementation; SWPPP enforcement; and verifying ADA compliance. Humza is the liaison between the contractor, the City, and various third-party utilities to service traffic signals and rail crossing gate systems. He is managing all project documentation, progress payments, change orders, and submittal/requests for information (RFIs) review and processing.

Pothole and Base Repair No. 2, Port Chicago and Bates, City of Concord, CA. *Construction Inspector.* This $1.9M project included roughly 200,000 square feet of pothole and base repair work along Port Chicago Highway and Bates Avenue in the City of Concord. Work included traffic control, staging of the work, SWPPP management, asphalt concrete removal, hot mix asphalt placement, pavement marking and striping removal and installation, and replacement of detector loops at all major intersections along Port Chicago Highway up to Bates Avenue Intersection. All work was performed at night to reduce impacts on local business and traffic on Port Chicago Highway and Bates Avenue. Humza served as the Construction Inspector for the project and inspected all contract work; coordinated materials testing; traffic control implementation; SWPPP enforcement; and verified pothole and base repairs.

Fresno Bus Rapid Transit Project, City of Fresno, CA. *Lead Inspector.* The Fresno Q-Line BRT Project provided improved bus services along the key city arterial Blackstone Avenue and Kings Canyon Road corridors, linking downtown Fresno with the River Park and Sunnyside areas. This $32M project required extensive coordination with local businesses and the public to minimize the disruption and inconvenience while also maintaining a tight schedule and budget. Humza served as the Lead Inspector on the main downtown enhanced stations at Van Ness Avenue and Manchester Boulevard, managing both civil and ITS infrastructure work in the field. He also ensured all documentation conformed to Caltrans filing system and FTA requirements.

Nathan Norwood, CPII

Assistant Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Bridges, interchanges, and highways
- Roadways
- Water/Wastewater
- Underground construction
- Drainage facilities
- Utility coordination
- Caltrans

Years of Experience
- 25

Certifications
- Certified Public Infrastructure Inspector, APWA

Education
- Coursework, in Construction Management, Engineering Principles, and Electrical Code, Online (two years)

Mr. Norwood has over 25 years of experience in construction of electrical facilities for transportation projects. Prior to MNS, Nathan was a contractor responsible for estimation, project management, and construction of various projects involving drainage, joint trenches, signal and fiber optic interconnect facilities, signal and lighting conduits, conductors, microwave detection, and closed-circuit television (CCTV). Many of these projects required compliance with Caltrans specifications and standards. He has worked on many projects in the San Francisco Bay Area, including work on State highways.

Nathan's background includes extensive Caltrans experience including projects in Caltrans Districts 1, 2, 3, 4, 5, 6, and 10. His involvement in these projects included management tasks and serving as a general contractor. His expertise in culvert and drainage projects includes culverts (galvanized steel, reinforced concrete pipe [RCP], plastic pipe liner), headwalls, new drainage inlets, rock slope protection (RSP), best management practices (BMPs), hot mix asphalt (HMA) paving, traffic control, and modification of existing drainage inlets. These projects also involved installing miles of edge drain, underdrain, and associated infrastructure; and installation of gabion rock retaining walls and repair of steel bin walls. In addition, Nathan's background includes a proficiency in concrete and asphalt construction for roadways and foundations. Projects have also included the installation of metal beam guardrails and concrete connections to bridge abutments in Caltrans Districts 5, 6, and 10.

Nathan uses his extensive field experience to resolve problems quickly and works closely with owners, inspectors, and other contractors to ensure a positive working relationship. He understands how to complete a project successfully, on schedule, and according to project specifications. His experience includes:

Citywide Signal Communication Upgrade Conduit Installation for Future Fiber Interconnect on Dublin Boulevard, City of Dublin, CA. *Construction Inspector.* This $950K project consisted of traffic control, water pollution control (WPC) management, potholing existing utilities, surface restoration, review of bore profiles, the installation by directional drilling of 5,690 linear feet of 3-inch Schedule 40 HDPE, inspection of existing conduits to make sure they had enough capacity for fiber optic cable installation, and installation of N48 and 6E pull boxes. Some of the challenges were related to

abandoned underground utilities not shown on the plans and not marked through the USA Underground notifications. Some abandoned utility vaults were removed so the underground placement of the 3-inch conduit would not be placed too deep which would have made it difficult to terminate to an existing N48 pull box without exceeding the 45-degree angle requirement.

On-Call Construction Management Services Contract, City of Dublin, CA. *Field Inspector.* Nathan worked on a variety of public work projects for the City of Dublin. These projects include: 1) City wide encroachment permit for MCI/Verizon 5G upgrade to install 18 miles of underground duct structure installation with associate pavement and sidewalk restoration; 2) $1.2M CIP for the "All Abilities" City Park at Dublin Sports ground; 3) Pavement, sidewalk, drainage, and SWPPP inspection of the Wallis Ranch and Tassajara Hills development projects; and 4) $700K traffic signal modification project along Amador Valley Boulevard ant the intersections of Stage Coach Road and Wildwood Road.

Dougherty Road Improvements, City of Dublin, CA. *Field Inspector.* This $12M project addresses traffic congestion and multimodal circulation issues for commuters traveling Dougherty Road, including improved access to the Dublin/Pleasanton Bay Area Rapid Transit (BART) station. The project widens two miles of Dougherty Road and constructs two new vehicular travel lanes with landscaped median islands; new bicycle and pedestrian path; curb and gutter; Americans with Disabilities (ADA) curb ramps; and new bus stops and bus pull-outs. The project also involves significant utility coordination to install underground infrastructure for street lighting and signal interconnect system; locating existing unused infrastructure for fiber optic system to minimize change order costs and unnecessary conduit and pull box installation; working with the pipeline contractor on the installation of new water services and fire hydrant relocations. Additional elements include placement of over 52,000 square yards of multi-axial geogrid underlayment; 19,800 cubic yards of aggregate base; three miles and 13,100 tons of 3/4-inch hot mix asphalt (HMA) paving. Prior to paving the overlay on the existing stretch of roadway, Nathan gathered elevations with a laser level to identify problematic areas that needed leveling courses or base repairs to prevent issues with drainage and bumps. In addition, he has been instrumental in working with the electrical contractor to install underground infrastructure for street lighting and signal interconnect system; finding the existing unused infrastructure for fiber optic system to minimize change order costs and unnecessary conduit and pull box installation; he also worked with the pipeline contractor on the installation of new water services and fire hydrant relocations.

Amador Valley Boulevard (AVB) Pedestrian Improvements, City of Dublin, CA. *Construction Inspector.* This $650k project consisted of removing and replacing ADA ramps to current ADA specifications and traffic signal modifications. Constructed a roadway bulbout with an integrated bioswale. Responsible for insuring project was constructed to plans and specs and worked closely with city management through the process.

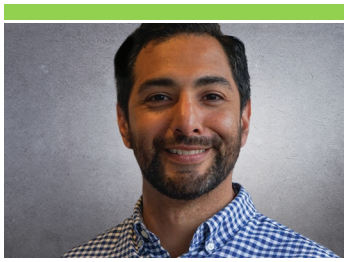
State Route 58 Improvements, Caltrans District 5, CA. *Construction Inspector*. This $3M project involves the grind and overlay with rubberized asphalt of 12 miles. Nathan validated the project was built to plans and specifications—ensured asphalt quantities did not overrun the project budget. He coordinated with the Caltrans testing lab for asphalt and emulsion oil samples.

State Route 123 (San Pablo Corridor), Bay Area Transit Authority (BATA), Oakland, San Pablo, and Emeryville, CA. *Electrical Inspector.* This $1.2M project installed 60,000 linear feet of high-density polyethylene (HDPE) conduit by directional boring method within State Route 123 (San Pablo Avenue) in the Cities of Oakland, San Pablo, and Emeryville as part of the Interstate 80 Integrated Corridor Mobility (ICM) project. Responsibilities included estimating, overseeing the project, and working closely with utilities for potholing the various existing utilities to ensure no damaged occurred by the directional boring operation.

Interstate 5 Communications System, Caltrans District 10, Stockton, CA. *Electrical Inspector.* This $920K project installed a communication system in the center of Interstate 5 and crossings by directional boring method across Interstate 5. The work involved installation of communication vaults, and 11,000 linear feet of main line communication run with 2,000 linear feet of crossings. The project also installed detector loops and piezo weigh in motion system along with cabinet and equipment. Responsibilities included estimating and overseeing the project.

Salome Garcia, EIT

Assistant Resident Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Transportation projects
- Roadway design
- Construction management and inspection
- Contract administration

Years of Experience
- 8

Licensing
- Engineer-in-Training, CA No. 176494

Certifications
- ProCPR Adult CPR/AED and First Aid Certificate, No. 161548744493343
- ACI Concrete Field Testing Technician-Grade 1, No. 02139921

Education
- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Affiliation
- American Public Work Association, Central Coast Chapter

Mr. Garcia has eight years of experience as a construction inspector and office engineer on highway, road, and bridge construction projects. Salome has also provided design support for several projects. Salome's responsibilities have involved the inspection and oversight as well as contact administration of all phases of construction for various types of roadway improvement projects, including HMA paving; grading; drainage systems; reinforced concrete; curb, gutter, and sidewalk; ADA ramps; underground utilities; stormwater; and traffic control. Most of these projects were administered per Caltrans standards. He is familiar with Caltrans methods and procedures. His project experience includes:

Fort Ord Regional Trail and Greenway (FORTAG), Caltrans D5 Bridge Oversite, Transportation Agency for Monterey County, Del Rey Oaks, CA. *Construction Inspector*. This $17.9M project includes a new bridge on State Route 218 (driving16-inch diameter by 58-inch-long pile), retaining walls at various locations for new walking/bike path, new curb gutter, and sidewalk with ADA. Currently setting up third party inspection for concrete and compaction and verifying rebar on-site with certificate of compliance. Salome's responsibilities include daily inspection, writing reports, tracking quantities, setting up third party inspection of material testing, material verification, and grade verification/control.

US 101 CRCP and Salinas River Bridge Seismic Retrofit, Caltrans District 59/5 (EA 05-1F7504), King City, CA. *Structural Construction Inspector.* This $78M bridge widening and highway rehabilitation project features new Type R approach slabs, barrier rail transitions, and polyester overlay for twelve bridges (Wild Horse Undercrossing, San Lorenzo Creek, Canal Undercrossing, Broadway Undercrossing, Salinas River Bridge, and Jolone Undercrossing) in both the north and south direction. The project also included seismic retrofit of the left and fight US 101 Salinas River Bridges to improve serviceability and stability. The Salinas River Bridges are each approximately 1,800 feet long. Both bridge structures are upgraded to current seismic safety standards; the bridge shoulders and railings for the northbound bridge are also being upgraded to current safety standards. The southbound bridge involved pipe seat extenders, diaphragm bolsters, and restrainer cables. The northbound bridge involved large excavations utilizing well points for dewatering for the installation of Class 140 alternative V pile, a seal course, vertical ground anchors, and pier widening. Seventeen

spans of new steel girders with spot blast and painting was also completed. The left side of the bridge was widened by one foot and nine inches utilizing CFRP for the new 836 barrier rail. The right side was widened by 11 feet and nine inches for a new safety shoulder and new 836 barrier rail. All aspects of the project were built in multiple stages. The project was constructed in an environmentally sensitive area and involved adhering to numerous permit and work windows. Salome's responsibilities included construction inspection of bridge structures, daily reports, coordination, checking grades, and tracking item quantities.

US 101/State Route 135 Separation Bridge Replacement (EA 05-1N9204), Caltrans District 5/59, CA. *Assistant Structures Representative.* The $13.7M project removed and replaced the existing US 101/State Route 135 separation structures as well as reconstructed the bridge foundations. The new bridge is approximately 122 feet in length, 117.5 feet in width, pre-cast/pre-stressed adjacent box girders with cast-in-place deck, simply supported by short seat abutments, and founded on piles. The two single-span bridge project was further expanded with the addition of a single-span structure, conjoining the previously proposed left and right bridges, in the existing median area which was added to the project scope to accommodate staged traffic. Construction of a concrete bridge, bridge removal, cold plane, and placement of hot mix asphalt (HMA). The project included improvements to US 101 in Los Alamos from 0.3 miles south to 0.3 miles north of the US 101/State Route 135 separation and on State Route 135 at the intersection. Salome was responsible for inspection of bridge items including, daily inspection, setting up material testing with Caltrans material testers, and daily reports.

Roadside Safety Improvement in Santa Barbara County and San Luis Obispo County (EA 05-1H85041), Caltrans District 5, CA. *Construction Inspector.* This project included constructing contrasting surface treatment and gore area paving. Salome's responsibilities included daily construction inspection, writing daily reports, reviewing construction plans and documents, monitoring traffic control, tracking quantities, and producing q-sheets for monthly pay estimate.

State Route 135 from Lake View Road to North Santa Maria Connector (EA 05-1G9704), Caltrans District 5, Santa Barbara County, CA. *Construction Inspector.* This $15M project rehabilitated pavement on State Route 135 from Lakeview Road near town Orcutt. Salome's responsibilities included daily construction inspection, which involved writing daily reports, traffic control monitoring, and tracking and calculating quantities.

Bridge Maintenance at Various locations on State Routes 1, 154, and 166 (EA 05-1N3004), Caltrans District 5, Santa Barbara County, CA. *Structure Inspector.* This project included the placement of concrete polyester and methacrylate over various existing bridge decks through Santa Barbara County. Salome's responsibilities included daily construction inspection, tracking quantities, material verification, and producing q-sheets for monthly pay estimate.

Foothill Bridge Low Water Crossing over Cuyama River, County of Santa Barbara, CA. *Structure Inspector.* This $16.8M project replaced a 1,500-foot fair weather at grade aggregate crossing of the Cuyama River with a 1,430-foot 33 span reinforced concrete slab bridge founded on 170, 30-inch cast-in-drilled-hole (CIDH) piles and two abutments. Both bridge abutments are protected by rock slope protection. The project involved significant environmental permitting and also included the realignment and reconstruction of the roadway approaches. This bridge was constructed to replace the existing low water crossing. Salome was responsible for inspection of bridge items including grade verification/control; material verification; daily inspection; daily reports; tracking item quantities; and safety.

State Route 46 Corridor Improvement Project (Cholame) (EA 05-3307A4), Caltrans 5, Kern County, CA. *Structure Inspector.* This $125M project includes construction of a new bridge to align with an existing four-lane highway. The project included the construction of a concrete drainage system. Salome was responsible for inspection of bridge and structure items including grade verification/control, material verification, daily reports, tracking/calculating quantities, and producing q-sheets for monthly pay estimate.

US 101/Los Alamos Bridge Reconstruction (EA 05-1F7904), Caltrans District 5, CA. *Structure Inspector.* This $15M project includes reconstruction of two bridges with precast girders on the US 101, (driving 30-inch cast-in-steel-shell [CISS] piles), new concrete barrier, and cobble rock slope paving. Salome was responsible for inspection of bridge items, including grade verification/control, material verification, daily inspection, and daily reports.

Jeff Mitchum

Construction Inspector



Firm
- MNS Engineers, Inc.

Areas of Expertise
- NEC knowledge
- Standard industrial installation practices
- Underground duct banks
- Schematics, wiring diagrams, standard details, one-line diagrams, and P&ID
- Lightning protection
- Low-medium voltage power distribution
- Overcurrent protection
- Estimating and material takeoffs
- Electrical testing and trouble shooting

Years of Experience
- 40

Licensing
- Certified Electrician, CA No. 101527

Certifications
- OSHS 10
- Confined Space Entry
- California Certified Electrician
- OSHA C1 Cal Fall Protection Awareness
- OSHA C4 Forklift Operator Certification
- OSHA G2 Ladder Safety Training
- OSHA C4 Lead Awareness in Construction
- OSHA G4 NFPA 70E-A user's Guide to Electrical PPE
- OSHA G2 100 Questions and Answers on Electrical Safety
- OSHA G1 Control of Hazardous Energies, COHE R2
- OSHA G2 Confined Spaces in Construction an Introduction
- OSHA NFPA 70E (2018) Electrical Safety for Supervisors
- OSHA Respirable Crystalline Silica in Construction for the Exposed Worker
- OSHA Motorized Mobile Platforms for Construction
- OSHA Electrical Safety and LOTO for General Industry
- OSHA Hazard Communication Awareness (HazCom/GHS) for All Industries

Education
- MA, Biblical Studies, Dallas Theology Seminary, Dallas, TX
- BA, Psychology, California State University, East Bay, CA

Mr. Mitchum, a highly skilled Certified Electrician and Inspector, has over 40 years of experience in high profile water and wastewater treatment construction projects throughout California. Jeff brings extensive knowledge and interpretation of electrical codes, standard industrial installation practices, material takeoffs, estimating, testing, and trouble shooting. He is experienced in all aspects of a project from design, interpretation of plans and specifications, resolving conflicts between the two and implementing them to ensure everything is per National Electrical Code (NEC). Jeff provides inspections utilizing the following standards: NEC NFPA-70, IEEE, NEMA, IEC, NEMA, NFPA-70E, NFPA 101, TITLE 24 – (Parts 3 and 6), and OSHA. A few vendors he has worked with include Crouse-Hinds, Appleton/Pentair, Unistrut, B-Line, Eaton/Cutler Hammer, Basler, Schweitzer, Siemens, Rockwell/Allen-Bradley, Square-D, GE, ABB, and Burndy. His expertise includes underground duct banks, schematics, wiring diagrams, standard details, one-line diagrams, Piping and Instrumentation Diagrams (P&IDs), lightning protection, low-medium voltage power distribution, overcurrent protection and area classifications per Article 500 Class I Divisions 1 and 2 hazardous vapor environments. His experience includes:

On-Call Construction Management Services Contract, City of Dublin, CA. *Field Inspector.* Jeff has worked on a variety of public works and permit projects for the City of Dublin. Projects range in size and scope including electrical, roadway, traffic, drainage, and utilities.

On-Call Construction Inspection Services, County of Santa Clara, CA. *Senior Inspector*. Jeff provided as-needed construction inspection services for multiple capital and encroachment permit projects. Projects include:

- Roadway storm damage repairs including earthwork, drainage, paving, striping
- Sidewalk and ADA curb ramp replacement
- Pavement Rehabilitation including micro seals, HMA paving, grinding, remove & replace
- Guardrail replacements
- Soundwall repairs including removal and replacement of CMU blocks and grouting

On-Call Construction Inspection Services, County of Santa Cruz, CA. *Senior Inspector*. Jeff provided as-needed construction inspection services for various

projects including capital and FEMA funded emergency projects. Projects included:

- Sidewalk and ADA curb ramp replacement
- Pavement Rehabilitation
- Guardrail Replacement
- Emergency Road slide repairs including earthwork, drainage, paving, geofabric reinforced embankments
- Underground storm water pipe and culverts
- Underground utilities including water and sewer

On-Call Construction Management Services, City of Fremont, CA. *Senior Inspector*. Jeff provided as-needed construction inspection services for multiple long-term encroachment permit and tract projects. Tasks include complete inspection to ensure work is performed in accordance with approved plans, City Standard Details, and Specifications, and any other contract documents; serving as a liaison between the contractor and the City; maintaining daily reports for each project, documenting site conditions, summary of work performed, major incidents, and subsequent corrections submission of daily diaries to the City on a weekly basis; providing assistance with coordination of any required utility work; ensuring the contractor's traffic control is performed in accordance to the project's approved traffic control plan and the CA MUTCD; collecting material certifications prior to allowing materials to be incorporated into the project; coordinating material testing during construction to confirm materials used and workmanship meets project requirements; providing inspection to ensure Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs) are implemented correctly; assisting with Requests for Information (RFIs) in obtaining relevant details and information to aid in the resolution of any plan or specification discrepancies; delivering Notices of Non-Compliance whenever work is deemed unsatisfactory, faulty, or defective, or does not conform to the plans and specifications, and documenting corrective action of non-compliant work; inspecting the project site daily for potential safety issues and notifying the contractor and City in writing if any are identified; taking pre-, post-, and during construction photos and maintaining such photos to document construction history; and assisting in project closeout and developing a deficiency list (punch list), notifying the contractor, and re-inspection.

Primary Sedimentation Tank Rehabilitation and Electrical Upgrade, City of Palo Alto, CA. *Senior Electrical Inspector*. Jeff provided inspection for the Primary Sedimentation Tank Rehabilitation and Equipment Room Electrical Upgrade Project funded by the California State Water Resources Control Board Clean Water State Revolving Fund. The $13.9M involved the rehabilitation and upgrade of PSTs and primary effluent channel structure, sludge collection mechanism system drive units, primary sludge and scrum piping, electrical Motor Control Center (MCCs), and ancillary systems to improve reliability of treatment processes at the Regional Water Quality Control Plant (RWQCP).

Dublin San Ramon Services District Project Experience. *Electrical Superintendent.* Mr. Mitchum served as electrical superintendent on a multitude of projects for the District. A sampling of these projects include:

- **DERWA Project.** Included new bar screens, hypochlorite tank, polymer building, basin pumps and instruments, FO cable, PLC interface, MCC Structure and modifications to existing switchgear.
- **Recycled Water Project**. Included new UV Disinfection System, switchgear, bus duct, VFD's, PLC, SCADA, instruments, and control.
- **Generated Upgrade Project**. Upgraded three generators in the generator building. Included modifications to existing PLC and MCC.

WSB Electric, Inc. and HGH Electric, Inc., Emeryville, CA. *Roles Included Lead Electrician, Senior Inspector, and Project Manager*. Inspection responsibilities included the following:

- 15 KV Electrical Switchgear—installation, wiring, testing, breakers, relays, and settings per short circuit study.
- 15 KV Cable—installation, testing, stress cones, and splices
- 480V Switchgear, MCC, Panel Boards, Instruments
- Fiber Optic Cable and Category 6 Cable
- Solar
- Cable Tray
- PLC Control Panels
- Site work included underground conduit, manholes, excavation clearances, light poles, in slab conduit, and confined space requirements
- Grounding
- Seismic supports
- Megger testing
- Generators and emergency power
- Life Safety Systems
- HVAC
- Lighting

Deborah Koerber

Construction Inspector



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Asphalt testing and inspection
- Concrete testing and inspection
- Stormwater pipe installation and inspection
- Bridge rehabilitation inspection
- Diverging diamond interchanges

Years of Experience
- 19

Certification(s)
- OSHA 10-Hour Construction with Voice Authentication
- ACI Concrete Field Testing Technician – Grade I
- Qualified Stormwater Management Inspector, No. 46841, Florida Department of Environmental Protection
- Valley Fever Awareness for All Industries
- Cal Fall Protection Awareness for Construction
- Cal Heat Illness Prevention for All Industry Workers
- Cal Confined Space for Construction
- ECSI First Aid, CPR, and AED Interactive
- Asphalt Paving - Levels I and II, Construction Training Qualification Program (CTQP)
- Asphalt Plant - Levels I and II, CTQP
- Final Estimates I and II, CTQP
- QC Manager, CTQP
- Drilled Shaft Inspection, CTQP
- Temporary Traffic Control (TTC): Intermediate Course
- Traffic Signal Technician Level I and II, International Municipal Signal Associate (IMSA)
- Traffic Signal Inspector, IMSA
- ITS CEI/Managed Field Ethernet Switch, FDOT CBT
- ITS CEI/Closed-Caption Television, FDOT CBT
- ITS CEI/Microwave Vehicle Detection System, FDOT CBT
- ITS CEI/Road Weather Information System, FDOT CBT

Ms. Koerber brings over 19 years of construction, engineering, and inspection experience to the MNS team. Deborah's expertise includes asphalt and concrete testing and inspection, stormwater pipe installation and inspection, bridge rehabilitation inspection, and diverging diamond interchange projects. As a conscientious and detail-oriented team player, she excels in collaborative problem-solving and works beyond her defined responsibilities to deliver high-quality results that promptly and accurately meet client objectives. Deborah is proactive in her approach, looking ahead and coordinating multiple projects simultaneously while avoiding and/or minimizing potential delays. Her ability to adapt to new protocols in a dynamic project setting makes her an asset to the team. Her experience includes:

Soquel Drive Buffered Bike Lanes, County of Santa Cruz, CA. *Construction Inspector.* This project consists of multi-modal transportation improvements for pedestrians, bicyclists, vehicles, bus transit, and roadway improvements along the Soquel Avenue/Drive corridor. Project improvements included resurfacing the roadway (micro surfacing) for 5.6 miles along the Soquel Avenue/Drive corridor, with striping improvements including green bike lanes and green bike boxes, construction of 2.7 miles of Class II Buffered bike lanes, and 2.4 miles of Class IV separated bikeways. The project also included traffic signal upgrades furnishing and installation of adaptive signal systems to 15 signalized intersections, 8 miles of directional boring for new fiber optic traffic signal coordination, and installation of Transit Signal Priority (TSP) systems to 21 signalized intersections for Santa Cruz METRO bus transit. Pedestrian improvements included construction of approximately 2,500 feet of new sidewalk areas, seven new cantilever retaining walls, installation of Accessible Pedestrian Signals (APS) at 21 signalized intersections and 11 mid-block pedestrian crossings, enhancements to 4 mid-block Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossings, construction of seven new mid-block RRFB pedestrian crossings, and upgrades to approximately 96 Americans with Disabilities Act (ADA) ramps to current standards. MNS provided construction management services during the pre-construction, construction, and project close-out phases of the project. Deborah is responsible for daily inspection of Maintenance of Traffic (MOT) devices and signs; verification of compliance with contract plans, special provisions, and final quantities documentation; and recording daily activities.

State Route 527 Orange Avenue, Florida Department of Transportation (FDOT) District 5, Winter Park, FL. *Senior Inspector*. This project involved the installation of roadway and pedestrian safety improvements on North Orange Avenue on State Route 527 between Clay Avenue and South Orlando Avenue and just north of Downtown Orlando. Key features of this project included lane reducing; milling and resurfacing; constructing new sidewalks, bus pads, drainage, and mast arms; installing a raised crosswalk equipped with pedestrian-activated rectangular rapid flashing beacons (RRFB); signing and striping; improving signals; pruning and removing trees; installing new lighting; and relocating utilities. Deborah was responsible for conducting field inspections; providing daily inspections of Maintenance of Traffic (MOT) devices, drill shaft logs, signalization, and signs; sampling and testing materials; verifying compliance with contract plans, special provisions, and supplemental documents; and recording pay quantities and daily activities.

Various Projects, Florida Department of Transportation (FDOT) District 5, FL. *Senior Inspector*. Deborah assisted on various projects, including the intersection improvement, traffic signals, Milling and Resurfacing, Sidewalk, and drainage improvements project (Contract T5762) and construction engineering and inspection project (Contract C9Z05) with FDOT District 5. For these projects, she was responsible for conducting field inspections; providing daily inspections of Maintenance of Traffic (MOT) devices, signalization, and signs; sampling and testing materials; verifying compliance with contract plans, special provisions, and supplemental documents; and recording pay quantities and daily activities.

Bridges No. 920151 and No. 920152 (E57A6), Florida Department of Transportation (FDOT), Osceola County, FL. *Senior Inspector*. This project involved the rehabilitation of two bridges over the span of 88 days, featuring pile jackets, joint replacement, and other incidental construction. Deborah was responsible for conducting daily field inspections; sampling and testing materials for concrete pile jackets; verifying compliance with contract plans, special provisions, and supplemental documents; and recording pay quantities and daily activities.

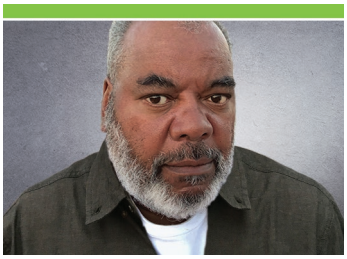
Various CEI Group 192 Projects, Florida Department of Transportation (FDOT) District 5, FL. *Senior Inspector/Inspector*. Deborah assisted on various projects with FDOT District 5's CEI Group 192. For each project, her responsibilities included field inspections; earthwork inspection, testing, and data entry; pipe installation inspection and backfill; concrete placement; daily inspection of MOT devices and signs; sampling and testing materials; verification of FDOT compliance with contract plans, special provisions, and supplemental documents; final quantities documentation; and recording pay quantities and daily activities. Project experience included:

- **State Route 530 (FL)/US 192 (Irlo Bronson Highway) from West of State Route 417 (FL) to Bamboo Lane (Contract E51A5).** This $6.38M project spanned 2.9 miles of highway and featured milling and resurfacing, cross slope corrections, and drainage, pedestrian, signalization, and sidewalk improvements.
- **Interstate 4 at County Road 532 Interchange (T5715).** This $8.99M project modified an interchange south of Goodman Road to Kemp Road and constructed a diverging diamond interchange. The main goals for this project were to reduce congestion in the Champions Gate area, improve traffic flow, and enhance safety for all travelers.

Various Design-Build and Traffic Operations Push Button Contracts, Florida Department of Transportation (FDOT) District 5, FL. *Senior Inspector*. Deborah assisted with 23 task orders/projects for various design build push button contracts and 80 projects and work documents on various traffic operations and safety improvements push button contracts. Each of these projects involved milling and resurfacing, intersection improvements, sidewalks, lighting, median modifications, traffic signals and re-spanning, as well as signing and pavement markings. The scope also covers Intelligent Transportation System (ITS) upgrades, bridge work, and other various safety improvements. Total cost of the design-build projects summed to $21M. Total cost of the traffic operations projects summed to $9.1M. For each of these projects, Deborah was responsible for conducting field inspections; providing daily inspections of Maintenance of Traffic (MOT) devices, signalization, and signs; sampling and testing materials; verifying compliance with contract plans, special provisions, and supplemental documents; and recording pay quantities and daily activities.

Michael Baskerville

Construction Inspector



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Construction inspection
- Caltrans
- Roadways and bridges
- Civil design
- Structural design

Years of Experience
- 41

Education
- Advance AutoCad 3D Modeling, Laney College, CA
- Structural Steel Design, Merritt College, CA

Professional Development
- Quality Education System, Brown and Root, Inc., LA
- Model Makers Design Training, Bechtel Corporation

Awards
- Sverdrup Master Builder Award for BART Pittsburg-Antioch Extension

Mr. Baskerville has over 41 years of experience in civil engineering. Michael is a lead inspector on bridge and road projects and is familiar with, cast-in-place (CIP), pre-stressed/post-tensioned (PS/PT) box girder construction, drainage, pump stations, water lines, asphalt concrete (AC) paving, Stormwater Pollution Prevention Plan (SWPPP), utility coordination, traffic control, and AutoCAD drafting. He has coordinated the work of multiple contractors and utility companies. He knows Caltrans and BART standards and procedures. His experience includes:

Interstate 680 Improvements from Koopmann Road Undercrossing in Sunol and Pleasanton to Alameda County Line, Caltrans District 4 (EA 04-0J6204), CA. *Construction Inspector.* This $57M project involved significant improvements to Interstate 680 including pre-case concrete pavement and HMA. The improvements repaired deteriorating existing pavement and enhanced motorist safety. Responsibilities included field inspections and daily diaries, plan and estimate reviews, safety reviews, traffic management planning and reviews, stormwater pollution protection plan (SWPPP) reviews, permit applications and reviews, railroad coordination, change order processing, reviewing, and tracking, progress payments, extra work bill processing, prepared, and analyzing progress schedules, assisted with the resolution of claims, and provided other general construction office administration work.

Yerba Buena Island (YBI) Southgate Road Realignment Improvements, San Francisco County Transportation Authority, CA. *Construction Inspector*. This $30M three-phase project involves realignment improvements that increases the length of the on-ramp and off-ramp on a new alignment to allow the Yerba Buena Island (YBI) WB Ramps project to function as designed. The project includes the construction of multiple cast-in-place reinforced concrete box girder bridges on curved alignment; several retaining walls including soil nail wall, post-tensioned tieback wall, modified Type 1 and Type 5 retaining walls; large diameter cast-in-drilled-hole (CIDH) piles and columns; column casing; and several drainage structures. The project is very challenging as the improvements are being constructed within a limited area and requires stage construction and significant shoring between stages. Responsibilities include all structure field inspections, inspection of falsework and shoring, generating and verification of structure grades,

preparation of daily inspection reports, tracking contract quantities, and coordination.

McHenry Avenue Corridor Improvements, County of San Joaquin, Escalon and Modesto, CA. *Construction Inspector*. This $24M project widened and improved a 1.1-mile segment of McHenry Avenue from south of the Stanislaus River Bridge to Jones Road to provide an interim three-lane roadway consisting of 12-foot-wide lanes (two travel lanes and a center two-way turn lane) with five-foot-wide shoulders to accommodate Class III bicycle and pedestrian lanes. The existing 1200-foot-long McHenry Ave bridge was replaced in stages over the 350 Stanislaus River and adjacent flood plain, doubling the lane capacity and adding a needed pedestrian sidewalk. Corridor improvements included the installation of an eight-phase traffic signal and safety lighting at the McHenry Avenue/River Road intersection, improvements along River Road east and west of the intersection as required to accommodate turning movements of traffic approaching McHenry Avenue, and the staged replacement of a two-lane bridge over South San Joaquin Irrigation District (SSJID) drainage canal with a wider four-lane bridge. The canal crossing was originally bid to be constructed in two adjacent winter seasons when the canal was not used for farm irrigation purposes. MNS negotiated contract changes to allow for the entire structure to be built in the first winter, which avoided SSJID conflicts in the second season when record storm run-off required them to pass farmers excess water to the Stanislaus River. As a result of MNS' efforts, the project was completed six months ahead of schedule and nearly a half million dollars under budget. Agency involvement included the US Fish and Wildlife Service, California Department of Fish and Wildlife, National Marine Fisheries Board, US Army Corps of Engineers, US Coast Guard, Central Valley Regional Water Quality Control Board, and Central Valley Flood Protection Board as well as working under an Encroachment Permit for the SSJID. Responsibilities include inspecting all construction project facilities; observing and documenting quality control (QC) materials testing; ensuring the contractor complied with all restrictions and regulations and followed the most current plans and specifications; checking materials for conformance to plan; scheduling and monitoring quality assurance testing; ensuring public inquiries and concerns were addressed; monitoring the contractor's utility coordination; monitoring compliance with the demolition plan.

Warm Springs Bay Area Rapid Transit (BART) West Access Bridge and Plaza, City of Fremont, CA. *Assistant Resident Engineer/Senior Construction Inspector.* This $23.2M project consisted of a 147-feet-long truss span, a 102-feet-long cable-stayed span, and vertical circulation elements (staircase, escalators, and elevator) as well as a one-acre plaza that provide a landing place for the bridge vertical circulation elements. The new steel truss bridge crosses over the Union Pacific Railroad (UPRR) yard into the new BART Warm Springs station and the steel cable stay bridge over the UPRR siding track. Coordination was needed with BART and UPRR for flagging and erection of window. As the construction inspector, Michael inspected all construction project facilities; observed and documented QC materials testing; ensured the contractor complied with all restrictions and regulations; ensured the contractor was following the most current plans and specifications; checked materials for conformance to plan; scheduled and monitored quality assurance testing; ensured public inquiries and concerns were addressed; monitored the contractor's utility coordination; monitored compliance with the demolition plan; enforced the Municipal Regional Permit (MRP); enforced SWPPP BMPs; and maintained daily records of inspection, labor, equipment and material.

Ralston Retailing Wall, City of Belmont, CA. *Construction Inspector.* The $390K retaining wall project involved the replacement of one failing wall and the addition of a railing on the top of another wall. Construction was conducted on a high-speed arterial road and required daily lane closures. Responsibilities included inspection of all work; coordination of materials testing; and traffic control review and adjustments.

Shoreway Sanitary Sewer, City of Belmont, CA. *Construction Inspector.* The $1.95M project involves the replacement of a sanitary sewer force main with a new gravity sewer main. The replacement also involves 15-foot excavations in an active street, close to the San Francisco Bay. Construction is planned for a four-month period on an arterial and requires continuous one-way traffic control. Responsibilities include inspection of all work; coordination of materials testing; resolution of issues including utility conflicts between the new sewer line and several unidentified utilities; traffic control review and adjustments; working closely with the adjacent office complexes and hotels; and generating and closing out all punch list items. Michael's inspection and record keeping expertise allowed us to validate sidewalk damages were due to construction activities and is the contractor's responsibility for repair.

Dorell Harper

Construction Inspector

Firm
- MNS Engineers, Inc.

Areas of Expertise
- Construction inspection
- Materials testing
- Public Works projects

Years of Experience
- 9

Certifications
- JTP/CTM/AASHTO/ASTM: 105, 106, 125 Aggregate, 125 BIT, 125 Gen, 125 HMA, 201, 202, 205, 206, 207, 211,216, 226, 227, 229, 234, 308, 309, 370, 382, 384, D7741, T11, T27, T84, T85, T166, T255, T269, T275, T308, T312, T324, T329
- Portable Nuclear Density Moisture Gauge Use and Safety Certificate

Mr. Harper has over nine years of experience providing construction inspection and lab technician services for public works improvement projects constructed to local agency and Caltrans standards. Dorell is familiar with Caltrans' construction practices and has a good working knowledge of the agency's Standard Plans and Specifications, Construction Manual, Best Practices Manual, Materials Sampling and Testing Manual, and Traffic Manual. His background includes projects involving hot mix asphalt (HMA), rubberized hot mix asphalt (RHMA), and full depth reclamation with cement. His experience includes:

US 101 Corridor Improvements, Segments 4A, 4B, and 4C, Caltrans District 5, Carpinteria, CA. *Material Tester.* This $345M high-occupancy vehicle (HOV) Corridor Improvement project is being constructed in multiple segments that will ultimately widen and reconstruct approximately five miles of US 101 in Carpinteria and Montecito to accommodate HOV lanes and provide safety improvements through the corridor. The initial segments include 4A ($89M), 4B ($151M), and 4C ($106M). The contract is being procured as a CMGC contract with the various segments being constructed in a sequential manner with much overlap. The various segments replace and widen multiple bridges and interchanges/ overpasses over US 101, upgrade over 10 on- and off-ramps, extend and reconstruct portions of the existing Via Real frontage road.

The US 101 expansion will ultimately accommodate six lanes of traffic. Additional improvements include sound walls with architectural treatments and reconstructing the grade on US 101 by up to 10 feet to provide improved sight distance.

There is also a large environmental component to the project that drives the schedule. To meet the various permit windows and staging milestones, the contractor is working around the clock to complete the various segments of the corridor.

Structure construction elements include cast-in-place (CIP) and post-tensioned box girder bridge structures; cast-in-place voided slab bridge structures; pre-stressed/pre-cast (PS/PC) girder bridges; class 90 and class 140 driven piles, PS/PC concrete piles, 30-inch cast-in-drilled-hole (CIDH) piles; concrete retaining walls; miles of sound new walls founded on 16-inch cast-in-steel-shell (CISS) concrete piles, 16-inch closed ended pipe piles, and 24-inch CIDH piles; multiple retaining

walls of varying height with one wall over 1,750 linear feet; reinforced box culverts; overhead sign structures; and concrete barrier railing. The project is being constructed within limited right-of-way requiring extensive shoring between stages as well as multiple falsework systems to construct the bridges.

The highway related items include significant earthwork operations; multiple drainage system improvements; rapid set lean concrete base (LCB) and jointed plain concrete pavement (JPCP); over 50,000 tons of hot mix asphalt (HMA) paving; over 40,000 cubic yards of continuously reinforced concrete pavement (CRCP); metal beam guard rails (MBGRs); signals and lighting; and multiple utility realignments; traffic control. As a result of several concurrent interchange construction projects at various locations, this project required constant coordination with the City of Carpinteria, other local agencies, and the public. This project also required special attention to environmental permits due to the project location in an environmentally sensitive area (Carpinteria Creek).

Avenue 280 Visalia, Agency Name, CA. *Materials Tester.* Materials tester on this hot mix asphalt replacement project. Performed quality control laboratory and field-testing during paving. Performed batch plant inspection, coring, and hot mix asphalt (HMA) laydown inspection.

Various Projects, Caltrans District 6, CA. *Construction Inspector/Materials Tester.* Provided construction testing services for various projects in District 6. Projects included hot mix asphalt (HMA) overlays, remove and replacement, and batch plant inspection.

- State Route 178 Widening, Bakersfield
- State Route 58, Boron
- State Route 59, Tehachapi
- State Route 119, Elk Hills
- Sand Canyon Bridge Replacement Project
- Interstate 5, Fort Tejon
- State Route, 223 Bakersfield
- State Route, 204 Bakersfield

Various Projects, Caltrans District 9, CA. *Construction Inspector/Materials Tester.* Provided construction testing services for various projects in District 9. Projects included hot mix asphalt (HMA) overlays, remove and replacement, and batch plant inspection.

- State Route 6, Chalfant
- State Route 395, Tom's Place
- State Route 395, Cottonwood

FHWA Rock Creek Road Construction, Mammoth Lakes, CA. *Construction Inspector/Materials Tester.* Provided construction testing services for the FHWA Rock Creek Road Construction Mammoth Lakes. Constructed operational improvements along State Route 395. The project included highway improvements as well as lab testing and plant and field inspection.

Morning Drive, Bakersfield, CA. *Materials Tester/Plant Inspector.* Provided construction testing services and batch plant inspection during hot mix asphalt paving. The project widened Morning Drive to three lanes in each direction on the north side of State Route 178 and extended Morning Drive south of the freeway, creating a new connection between State Routes 178 and 58.

Various Projects, Caltrans District 2 (03A2676/ 3E7404/024204), CA. *Materials Tester/Plant Inspector/Construction Inspector.* Provided materials testing, lab testing, batch plant inspection, and construction inspection for multiple District 2 projects which included full depth reclamation with cement, hot mix asphalt (HMA) overlays using Type A, RHMA-O, RHMA-G, batch plant inspection, emergency work inspecting replacement of culvert piping, storm drain, and Hydroseeding inspection.

- State Route 36 Trinity County Line to Harrison Gulch
- State Route 299 Humboldt County Line to Cray Creek Road
- State Route 299 Caldwell Creek Bridge to County Road 75
- State Route 3 Carr Creek
- State Route I5 RASL
- State Route 3 HAYFORK
- State Route 273 Shasta County
- State Route 299 Whiskey Town Rehabilitation

Andrew "Drew" Hernandez

Construction Inspector



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Construction inspection
- Transportation and roadway projects
- Electrical systems and installation

Years of Experience
- 16

Certifications
- JATC Apprenticeship Local 639
- Linetruck Operation
- Bucket Truck Operator
- OSHA 30
- Adult CPR, AED, and First Aid Basic
- Confined Space Awareness
- Fall Protection Training
- Valley Fever Awareness
- Cal Heat Illness Awareness for All Industry Workers
- Travelers' Driving Safely

Professional Development
- Electrical Lineworker Program, Northwest Lineman College
- Certification of Crane Operators, National Commission, Oroville, CA
- Driver Direct Defensive Driving Course, Smith System, Bakersfield, CA
- Physical Test Battery, Work Orientation Inventory and Industrial Skills Testing Completion, PG&E, Fresno, CA

Mr. Hernandez brings more than 16 years of electrical and general construction inspection experience. Drew has provided inspection services for numerous transportation-oriented projects encompassing intersection improvements, roadway rehabilitation, utility protection, bicycle and pedestrian overcrossings, on- and off-ramps, and traffic signal modifications. His experience includes:

Bellam Boulevard Off-Ramp Widening, County of Marin, CA. *Construction Inspector.* This project is located on northbound US 101. The project adds an additional lane to the off-ramp of Bellam Boulevard from US 101 beyond the gore point and continues the lane beyond the Interstate 580 off-ramp to the Bellam Boulevard intersection. The widening will separate the traffic turning left from the traffic turning right or continuing straight across the intersection onto the eastbound Interstate 580 on-ramp. The project includes a concrete barrier, grading, paving, traffic signal modifications, pavement markings/striping, a retaining wall, TUBEX piling, and drainage work. Drew is responsible for traffic signal modifications and electrical inspection.

Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing, Contra Costa Transportation Authority, CA. *Construction Inspector.* When completed, the project will connect to the Iron Horse Trail (IHT). The project arose from the desire to enhance safety for pedestrians and bicyclists using the Iron Horse Trail, improve traffic flow on Bollinger Canyon Road, facilitate alternative transportation, and enhance recreation. IHT is a Route of Regional Significance serving as a bicycle and pedestrian corridor through the center of the San Ramon Valley.

The IHT Bridge is comprised of cable-stayed main spans totaling 200 feet in length, with a median support consisting of a 70-feet-tall V-shaped pylon. The structural steel pylon is supported by a concrete pile cap and two 72-inch-diameter cast-in-drilled-hole (CIDH) piles roughly 78 feet long. The main spans and back spans will be constructed of structural steel and pre-cast concrete deck panels. The back spans are supported by concrete V-piers with 48-inch-diameter CIDH piles roughly 40 feet in length. Concrete abutments on spread footings and mechanically stabilized earth (MSE) retaining walls are used for the approaches to the signature structure. In addition, the project includes utility protection, roadway

realignment, signing, striping, traffic signal, lighting, landscaping, and irrigation work.

To better manage cost and project risk, the CCTA and the city have adopted the Construction Manager/General Contractor procurement approach for this project. MNS is providing full construction management and administration services for the pre-construction, construction, and project close-out phases of the project. Drew is responsible for electrical and civil works inspection.

Aptos Area Adaptive Traffic Control System (TCS) Project, County of Santa Cruz, CA. *Construction Inspector.* This $600K project improves traffic control by installing and utilizing an adaptive traffic control system (TCS). The InSync Adaptive Traffic Signal System collects and processes real time traffic data to adjust signal timings, maximizing efficiency, and improving traffic flow. Devices for the system included the installation of cabling, conductors, ethernet devices, modem, cameras, mounting hardware, and fabric innerduct within existing traffic signal cabinets; in conduit runs; and on to existing signal mast arms at each traffic signal. This included installing 3-inch conduit and the replacement of pull boxes. The system was installed at the Soquel Drive, State Park Drive, and Sunset Way intersection; Soquel Drive, Rancho Del Mar, and Aptos Rancho Road intersection; Soquel Drive and Spreckels Drive intersection; Soquel Drive and Aptos Creek Road intersection; and the Soquel Drive and Trout Gulch Road intersection. Multiple areas required potholing for existing utilities prior to the installation of new underground conduits. CAT6, fiber optic, and power conductors were all installed in completing traffic intersections. Drew was responsible for construction inspection.

Soquel Drive Buffered Bike Lanes, County of Santa Cruz, CA. *Construction Inspector*. This project consists of multi-modal transportation improvements for pedestrians, bicyclists, vehicles, bus transit, and roadway improvements along the Soquel Avenue/Drive corridor. Project improvements include resurfacing the roadway (micro surfacing) for 5.6 miles along the Soquel Avenue/Drive corridor, with striping improvements including green bike lanes and green bike boxes, construction of 2.7 miles of Class II Buffered bike lanes, and 2.4 miles of Class IV separated bikeways. The project also includes traffic signal upgrades furnishing and installation of adaptive signal systems to 15 signalized intersections, 8 miles of directional boring for new fiber optic traffic signal coordination, and installation of Transit Signal Priority (TSP) systems to 21 signalized intersections for Santa Cruz METRO bus transit. Pedestrian improvements include construction of approximately 2,500 feet of new sidewalk areas, seven new cantilever retaining walls, installation of Accessible Pedestrian Signals (APS) at 21 signalized intersections and 11 mid-block pedestrian crossings, enhancements to 4 mid-block Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossings, construction of seven new mid-block RRFB pedestrian crossings, and upgrades to approximately 96 Americans with Disabilities Act (ADA) ramps to current standards. MNS provided construction management services during the pre-construction phase. MNS continues to provide these services during the construction and project close-out phases of the project. Drew was responsible for electrical inspection.

Smith Grade Road PM 0.52, County of Santa Cruz, CA. *Construction Inspector.* This $700K project constructed 13 stitch piles drilled into earth/bedrock, 30-inch-diameter by 36-foot rebar cages set into holes with concrete cap poured to secure a wall and support roadway. Key tasks included clearing and grubbing to remove debris, installing jute netting on the hillside of the road for stability, and repaving the roadway with dikes installed for water flow. Drew was responsible for all civil and structural inspection.

Hazel Dell Road (PM 2.00, 2.08, 2.13, 2.16, 2.21, 2.37, and 2.58), County of Santa Cruz, CA. *Construction Inspector*. This $7.1M project included construction of seven steel soldier pile retaining walls with tiebacks ranging in length from 30 feet long to 170 feet long, and heights up to 20 feet; excavation and backfill; roadway reconstruction; drainage improvements; guardrail installation; debris removal from creek channel; erosion control; and revegetation. The project repaired storm damage and improved roadway safety at seven sites along Hazel Dell Road (at Post Miles 2.00, 2.08, 2.13, 2.16, 2.21, 2.37, and 2.58) that were damaged during storms in early 2017. Heavy rains and saturated soils damaged existing crib retaining walls and caused roadway and embankment slip-outs. All repair sites required debris removal; drainage improvements, including construction of roadside drainages and new or realigned culverts; installation of retaining walls; roadway reconstruction; erosion control; and revegetation. Further damage occurred to sites along Hazel Dell Road during the 2023 atmospheric river storm events. This resulted in several more emergency projects; four of which were added to the seven original project locations. Drew was responsible for all civil and structural inspection.

Steve Richey, RCI

Construction Inspector



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Capital improvement program
- Public works projects
- Roadway improvements
- Pavement rehabilitation
- Water/Wastewater facilities
- Utilities
- Caltrans
- Greenbook

Years of Experience
- 36

Certifications
- Registered Construction Inspector No. 5744, ACIA
- Certificate, Public Works Engineering Inspection, Chabot College, CA

Education
- BS, Construction Management, California State University, Hayward, CA

Professional Development
- Project Management, University of California, Berkeley, CA

Affiliations
- American Construction Inspectors Association

Award(s)
- 2020 APWA NorCal POY, Structures >$5M <$25M
- 2021 APWA NorCal POY - NewBark Park, <$5M

Mr. Richey has over 36 years of experience in construction management and inspection of capital improvement program and public works projects. Steve's expertise includes roadway improvements, pavement rehabilitation, and water and wastewater facility construction and improvements, and utilities. Prior to MNS, he worked as a Senior/Public Works Inspector for various municipalities such as the Cities of Antioch, Hayward, San Ramon, and Sunnyvale; and the San Francisco Public Utilities Commission where he inspected numerous projects. His experience includes:

NewBark Dog Park, City of Newark, CA. *Construction Inspector.* Construction of the City of Newark's first dog park at Newark Community Park was a significant investment in the future health and well-being of the community. The new small and large dog parks with multiple surface types, agility equipment, and shaded community seating area ensure dogs and their owners can exercise and socialize in a safe and accessible outdoor environment. NewBark Dog Park provides amenities such as separated fence-enclosed areas with double-gated entrances and exits for small and large dogs, shaded seating, agility equipment, and water for both canines and owners.

Mel Nunes Sportsfield and Skate Park, City of Newark, CA. *Construction Inspector.* The $5.8M 30-acre Mel Nunes Sportsfield and Skate Park features new all-weather, multi-purpose turf fields, a fenced soccer field with lights, outdoor restroom, walking paths, and a new 12,000 square foot (SF) skate park—the first of its kind for the City. The addition of six acres of new synthetic turf fields and a new 12,000 SF skate park at the Mel Nunes Sportsfield was a major investment in the future health and wellbeing of the community. Prior to this project, there were no lighted fields in the City to serve the 2,000-plus member Newark Soccer Club or other youth and adult sports organizations. MNS provided construction management and inspection services.

On-Call Engineering Services, City of Newark, CA. *Senior Public Works Inspector*. MNS has provided on-call engineering services for the last six years for various public works projects. Responsibilities include performing inspection such as asphalt concrete paving, utility installations, trench backfill and compaction, storm drain systems, and stormwater treatment system improvements; installing other infrastructures for public and private street improvements; grade checking; material sampling and compaction testing; Underground

realignment, signing, striping, traffic signal, lighting, landscaping, and irrigation work.

To better manage cost and project risk, the CCTA and the city have adopted the Construction Manager/General Contractor procurement approach for this project. MNS is providing full construction management and administration services for the pre-construction, construction, and project close-out phases of the project. Drew is responsible for electrical and civil works inspection.

Aptos Area Adaptive Traffic Control System (TCS) Project, County of Santa Cruz, CA. *Construction Inspector.* This $600K project improves traffic control by installing and utilizing an adaptive traffic control system (TCS). The InSync Adaptive Traffic Signal System collects and processes real time traffic data to adjust signal timings, maximizing efficiency, and improving traffic flow. Devices for the system included the installation of cabling, conductors, ethernet devices, modem, cameras, mounting hardware, and fabric innerduct within existing traffic signal cabinets; in conduit runs; and on to existing signal mast arms at each traffic signal. This included installing 3-inch conduit and the replacement of pull boxes. The system was installed at the Soquel Drive, State Park Drive, and Sunset Way intersection; Soquel Drive, Rancho Del Mar, and Aptos Rancho Road intersection; Soquel Drive and Spreckels Drive intersection; Soquel Drive and Aptos Creek Road intersection; and the Soquel Drive and Trout Gulch Road intersection. Multiple areas required potholing for existing utilities prior to the installation of new underground conduits. CAT6, fiber optic, and power conductors were all installed in completing traffic intersections. Drew was responsible for construction inspection.

Soquel Drive Buffered Bike Lanes, County of Santa Cruz, CA. *Construction Inspector*. This project consists of multi-modal transportation improvements for pedestrians, bicyclists, vehicles, bus transit, and roadway improvements along the Soquel Avenue/Drive corridor. Project improvements include resurfacing the roadway (micro surfacing) for 5.6 miles along the Soquel Avenue/Drive corridor, with striping improvements including green bike lanes and green bike boxes, construction of 2.7 miles of Class II Buffered bike lanes, and 2.4 miles of Class IV separated bikeways. The project also includes traffic signal upgrades furnishing and installation of adaptive signal systems to 15 signalized intersections, 8 miles of directional boring for new fiber optic traffic signal coordination, and installation of Transit Signal Priority (TSP) systems to 21 signalized intersections for Santa Cruz METRO bus transit. Pedestrian improvements include construction of approximately 2,500 feet of new sidewalk areas, seven new cantilever retaining walls, installation of Accessible Pedestrian Signals (APS) at 21 signalized intersections and 11 mid-block pedestrian crossings, enhancements to 4 mid-block Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossings, construction of seven new mid-block RRFB pedestrian crossings, and upgrades to approximately 96 Americans with Disabilities Act (ADA) ramps to current standards. MNS provided construction management services during the pre-construction phase. MNS continues to provide these services during the construction and project close-out phases of the project. Drew was responsible for electrical inspection.

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Michael Kibbey, EIT – Primary Point of Contact/Project Manager

Professional Background:



Mr. Kibbey joined the BSK team as a senior materials project manager and is now serving as the Construction Services Group Manager and has 17 years of experience in materials testing and special inspection services involving pavement, masonry, pre-cast concrete, earthwork, foundations, reinforcing steel, concrete, load testing of post-installed anchors/dowels, structural steel, and welding His portfolio of projects includes Caltrans projects, roadways/highways, bridges, rail, soil nail, tie-back, and gravity walls, mass grading, deep and shallow foundations, hot mix asphalt pavements, and subsurface exploration. He has provided support on small to large projects to numerous agencies throughout the San Francisco Bay Area, including Contra Costa Transit Authority, BART, Peninsula Corridor Joint Powers Board (PCJPB), San Francisco Public Utilities Commission (SFPUC), PG&E, and various local counties and cities.

Qualifications

Certificates:
Engineer-in-Training (E.I.T.), No. 128476, CA
Nuclear Density Gauge

Education:
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 2008

Experience:
BSK Associates, Livermore, California
2021 to Current

Kleinfelder Inc., Pleasanton, California

Relevant Project Experience:

City of Brentwood, Sand Creek Road Extension, Brentwood, CA – Mr. Kibbey served as the project manager for BSK during construction. BSK provided construction and materials testing services. The project includes approximately 0.5-mile-long roadway extension, underground utilities to include a roadway sewer line, multiple water lines, and a single-span vehicular bridge over Sand Creek wide enough to accommodate two traffic lanes and a bike lane in each direction of traffic.

City of San Ramon, On-Call Materials Testing & Construction Inspection Consulting Services, San Ramon, CA – Mr. Kibbey serves as a Project Manager providing on-call materials testing and construction inspection consulting services for the City of San Ramon through various task orders. Services include grading, paving, minor concrete work, installation and backfill of utilities, welding inspection, and full-depth reclamation (FDR). All work was performed in accordance with Caltrans project special provision requirements, and the City's Quality Assurance Program (QAP). Projects included the San Ramon Annual Pavement Rehabilitation projects for 2021 and 2022 (completed), Alcosta Boulevard Pavement Rehabilitation (completed), and Crow Canyon Road Widening (completed).

City of Walnut Creek On-Call, Ygnacio Valley Road Rehabilitation Project, Walnut Creek, CA - Mr. Kibbey served as Project Manager providing Quality Assurance (QA) testing services as part of our City of Walnut Creek On-Call. For the rehabilitation project of Ygnacio Valley Road. Services include observation, sampling, and field density testing during subgrade preparation and placement of aggregate base, cold in-place recycling of asphalt pavement, hot mix asphalt (HMA). All work is performed in accordance with Caltrans specifications and the City QAP.

City of San Mateo, Construction Management (CM) On-Call Materials Testing Services, Various Locations, San Mateo, CA – Mr. Kibbey served as Project Manager to provide materials testing services as part of the City of San Mateo CM On-Call. Services include performing compaction testing and observation of subgrade materials, full-depth reclamation (FDR) testing, aggregate base, and hot-mix-asphalt (HMA) paving, HMA batch plant sampling, as well as structural concrete sampling.

Cristiano Melo, PE, GE – Branch Manager / Geotechnical Engineer

Professional Background:



Mr. Cristiano Melo is BSK's Livermore's branch manager and geotechnical engineer. He is a licensed Civil and Geotechnical Engineer in the State of California with over 24 years of engineering experience throughout the San Francisco Bay Area and Central Valley, supporting projects from design of shallow and deep foundations to retaining walls, pavement rehabilitation studies, earthwork, hillside grading, site drainage, subgrade stabilization, geotechnical peer reviews, and slope stability analysis. Mr. Melo currently manages BSK's on-call geotechnical engineering services contracts with the Cities/Towns of Alameda, Belmont, Berkeley, Brentwood, Dublin, Los Gatos, Oakley, Pacifica, Vallejo, and Walnut Creek, Contra Costa Conty, the Central Contra Costa Sanitary District, and the Hayward Area Recreation and Park District. His experience also includes geotechnical investigations and materials testing for numerous public works/capital improvements projects.

Relevant Project Experience:

Mr. Melo has served as the project manager and lead geotechnical engineer for the following City of Brentwood projects:

- ***Sand Creek Road Extension*** – The project includes approximately 0.5-mile-long roadway extension, underground utilities to include a roadway sewer line, multiple water lines, and a single-span vehicular bridge over Sand Creek wide enough to accommodate two traffic lanes and a bike lane in each direction of traffic. BSK provided geotechnical design services and inspection services during construction of this project.
- ***Redhaven Street Settlement*** –A portion of Redhaven Street just west of the intersection with Sellers Avenue is experiencing settlement/distress. This portion of the street has two side by side concrete culverts, 8 feet long by 6 feet wide, running underneath the street connecting two large detention basins. BSK provided geotechnical design services.
- ***Wastewater Treatment Plant Expansion Phase 2 –*** The project focuses on $44 million of expansions and modifications of existing wastewater treatment facilities and construction of new wastewater facilities. BSK is providing special inspections and materials testing services during construction.
- ***Municipal Service Center*** – The project consisted of an approximately 14,000 square foot, 1-story, L-shaped building with a slab-on-grade floor. The new building extends over an area formally occupied by a 1-story, approximately 2,000 square foot building, paved paving and driveways, concrete flatwork, and concrete walls. BSK provided geotechnical design services and inspection services during construction of the new building.
- ***Lone Tree Way Improvements –*** BSK provided geotechnical design services and conducted a limited pavement study for the planned roadway improvements along Lone Tree Way, Smith Road, and O'Hara Lane. Improv
- ***Shea Homes and Shea Trilogy Subdivisions –*** Mr. Melo performed an independent geotechnical peer review of the soil/bedrock expansion mitigation for the City of Brentwood Public Works/Engineering Department for two significant subdivision. The objective of the peer review was to provide an independent assessment of the soil/bedrock expansion mitigation measures recommended by the Geotechnical Engineer-of-Record.

Qualifications

Registrations:

- Geotechnical Engineer, California, No. 2756, 2007
- Civil Engineer, California, No. 64025, 2002
- Civil Engineer, Nevada, No. 27349, 2020

Education:

- MS, Civil Engineering, University of Idaho, 2000
- BS, Civil Engineering, University of Idaho, 1997

Experience:

- BSK Associates
Livermore, California
2013 to present
- Kleinfelder
Pleasanton, California
2000 to 2013
- Idaho Transportation Department
Caldwell, Idaho
Summers of 1996, 1997,

James K. Auser, PE – Senior Materials Engineer



Professional Background:

Mr. Auser has developed a significant amount of hands-on experience during his 29-year career in the construction industry. As a registered civil engineer, he provides significant levels of support to our clients in his role as project manager and responsible engineer. His project specific duties cover a wide range of services, including mix design preparation, job specification review and review of project construction submittals. He is the laboratory manager and provides quality control for BSK's Livermore soils and materials testing laboratory, as well as engineering oversight for our field inspectors/technicians.

Mr. Auser specializes in concrete construction and their constituents, as well as in the development of specialty load test applications. He is flexible, creative and cost conscious in his engineering approach, and consistently works cooperatively with project teams at all levels.

Relevant Project Experience:

City of Brentwood, On-Call Material Testing Services, Brentwood, CA – Mr. Auser has been serving as the Senior Materials Engineer for BSK's on-call material testing services contract with the City of Brentwood since 2013 on multiple construction projects.

City of Pleasanton, On-Call Geotechnical Engineering and Special Inspection Services, Pleasanton, CA – Mr. Auser has served as the Senior Materials Engineer for BSK's on-call contract with the City since 2008 on various construction projects.

City of Livermore, On-Call Materials Testing and Special Inspection, Dalton Reservoir Replacement Task Order, Livermore, CA – Mr. Auser served as the Materials Engineer for this project. BSK provided support for coating inspections, special inspection and materials testing services to the project owner, the City of Livermore, coordinating directly with the City's project team. As a task order to an on-call environmental/geotechnical and materials testing contract with the City of Livermore, this project replaced the existing 2-million-gallon steel water reservoir (Dalton Reservoir) with a new 3.41-million-gallon steel reservoir on a 5.7-acre site.

Dublin San Ramon Services District, Pump Stations 200 and 300A, San Ramon and Dublin, CA – Serving in the roles of Laboratory Manager, Materials Tester, and Responsible Engineer, Mr. Auser provided special inspection and materials testing services during construction of the reinforced concrete foundation for Water Pump Stations 200 and 300A. His responsibilities included monitoring concrete temperature, slump, and consolidation; preparing test specimens; storing the cylinders in environmentally controlled facilities; and compression testing as required. During masonry block construction, he prepared mortar test specimens; performing slump tests as required for the grout; and prepared, tested, and reported grout specimens.

Qualifications

Registrations / Certificates:

Civil Engineer, California, 59941

Radiation Safety and Use of Nuclear Gauges
ACI Field Testing Technician Grade I
ICC
Reinforced Concrete
Structural Masonry
Prestressed Concrete

Education:

B.S. Civil Engineering, California State University, Chico, 1994

Experience:

BSK Associates, Materials Laboratory Manager-2008 to Current

Engeo Inc., Field & Project Engineer, Laboratory Manager-1996 to 2008

A. Teichert & Son Inc., Readymix Division-Quality Assurance Field Technician-1995 to 1996

Construction Testing & Engineering Inc., Field Engineer-1994 to 1995

California Army National Guard, Combat Engineer-1988 to 1996

Randy Cortez – Materials Laboratory Manager

Professional Background:



Mr. Cortez has over 15 years of experience in laboratory testing, encompassing a wide range of work including soils, asphalt, concrete, and steel. He has managed three different laboratories in southern California as well as various mobile laboratories in projects ranging from district Caltrans labs to on-site airport laboratories. Mr. Cortez has extensive pavement experience having worked on several airports throughout California ranging from airport runway renovations to construction of new terminals. He has worked through marshall testing, Hveem, gyratory compaction efforts, and more recently Superpave technology.

Relevant Project Experience:

City of Tracy, On-Call Geotechnical/Construction Materials Testing Services, Tracy, CA – Mr. Cortez has been serving as the laboratory quality manager for BSK since 2016 for BSK's on-call contract with the City on various projects.

City of Brentwood, On-Call Geotechnical/Construction Materials Testing Services, Brentwood, CA – Mr. Cortez has been serving as the laboratory quality manager for BSK since 2013 for BSK's on-call contract with the City on various projects.

City of Pleasanton, On-Call Geotechnical Engineering and Special Inspection Services, Pleasanton, CA – Mr. Cortez serves as the laboratory quality manager with BSK's current on-call geotechnical engineering, materials testing/special inspection services contract with the City.

City of Livermore, On-Call Geotechnical and Materials Testing Services, Livermore, CA – Mr. Cortez serves as the Laboratory Quality Manager for this multi-faceted contract consisting of numerous infrastructure projects for the City of Livermore ranging in construction cost from $200,000 to $8.5 million since 2015. Laboratory support includes soils, structural concrete and asphalt concrete sampling and testing. Task orders have included airport improvements, new road construction, street improvement/widening, slurry seal, and new bridge construction.

City of Fremont, On-Call Materials Testing Services, Fremont, CA – As part of an on-call services agreement and in support of the City's own quality assurance staff and Materials Laboratory, BSK provides ongoing Materials Laboratory and field-testing support for soils, aggregates, and hot-mix asphalt products, including support for Superpave QA in accordance with the Caltrans 2015 Standard Specifications. Significant testing performed to complement the City's Materials Laboratory have included R-Value testing, concrete compressive strength testing, and all hot mix asphalt testing for assigned projects.

Caltrans On-Call Materials Laboratory Support – District 4, North Bay and South Bay Regions, CA – Testing under this contract is performed in accordance with Caltrans test methods and extends to native soils, aggregate base and hot mix asphalt constituents.

Qualifications

Certifications:

Registrations / Certificates:

CALTRANS: 105, 106, 125, 201, 202, 204, 205, 206, 207, 211, 214, 216, 217. 226, 227, 229, 234, 235, 301, 304, 306, 308, 309, 366, 367, 368, 370, 371, 382, 389, 504, 518, 521, 523, 539, 540, 543, 556, 557, R47, R76, T11, T27, T84, T85, T96, T166, T176, T209, T210, T255, T269, T275, T283, T304, T308, T312, T324, T329, T335, D4791.

NICET: Soils Level 3, Concrete Level 3, Asphalt Level 3, Geo Generalist, Geo Const., Geo Lab, Highway Materials Level 3

ACI: Concrete Field Testing, Concrete Laboratory Testing Technician Levels 1 & 2, Strength Testing, Aggregate Testing Technician- Levels 1 & 2, Aggregate Base Testing Technician, Masonry Lab Testing Technician

USACE: Certified Quality Manager

Experience:

BSK Associates, 2016 to Present
2014 – 2015, MTGL,

David Eckhardt – Senior Engineering Technician



Mr. Eckhardt has over 25 years of experience in the construction industry. He has performed field inspections and laboratory testing in accordance with ICC (International Code Council), ASTM (American Society for Testing and Materials), ACI (American Concrete Institute) and the California Department of Transportation Test Methods (CTM). Mr. Eckhardt is multi-certified and qualified to provide concrete sampling, epoxy witness observation, proof load, torque testing, grout injection determination, and relative compaction testing by way of the sand cone and nuclear gauge methods.

Relevant Experience:

City of Dublin, Don Biddle Community Park, Dublin, CA – Mr. Eckhardt served as one of the lead engineering technicians during construction on this 30-acre park that features tennis courts, basketball courts, two playgrounds, a community garden/orchard, a garden shed, an expansive lawn area, shade structures, outdoor classroom, and towering veterans art sculptures. BSK provided geotechnical observations, materials testing, and special inspection services.

Dublin San Ramon Services District, Camp Parks Water Main, Dublin, CA – Mr. Eckhardt served as the lead materials testing inspector as part of the construction management team providing soil sampling, compaction testing for trench backfill

City of Berkeley, Grove Park Improvements, Berkeley, CA – BSK provided services for the geotechnical investigations and materials testing services for various improvements at Grove Park that included installation of a new 48-foot-high post-type structure to replace existing backstop, play structures, fencing for ball field, natural turf, pervious pavement, and other associated improvements. Mr. Eckhardt provided compaction testing on subgrade and AB as well as foundation observations.

City of Dublin, Fallon Sports Park Phase 3 Improvements, Dublin, CA – Mr. Eckhardt served as the lead inspector for new facilities and other improvements at Fallon Sports Park. The project included two additional little league fields, cricket field, athletic field lights, sand volleyball courts, play area, and concrete flatwork/terrace seating.

City of Dublin, Heritage Park and Museums Improvements, Dublin, CA – Mr. Eckhardt provided materials testing services on this City of Dublin historic park improvement project that included compaction testing observation and testing for the improvements.

City of San Ramon, On-Call Materials Testing & Construction Inspection Consulting Services, San Ramon, CA – Mr. Eckhardt served as the lead inspector providing on-call materials testing and construction inspection consulting services for the City of San Ramon through various task orders. Services include grading, paving, minor concrete work, installation and backfill of utilities, welding inspection, and full-depth reclamation (FDR). All work was performed in accordance with Caltrans project special provision requirements, and the City's Quality Assurance Program (QAP). Projects included the San Ramon Annual Pavement Rehabilitation projects for 2021 and 2022 (completed), Alcosta Boulevard Pavement Rehabilitation (completed), and Crow Canyon Road Widening (completed).

Qualifications

Registrations / Certificates:

ICC Soils

Caltrans 125, 231, 375

CPN Nuclear Gauge Operator

Education:

B.S., Earth Sciences, U.C. Santa Cruz, 2002

A.S. Computer Science, Cabrillo College, 2000

Experience:

BSK Associates-2013 to Current

Fugro Consultants-2011 to 2013

Genesis Engineering & Redevelopment-2009 to 2011

Pacific Crest Engineering-2000 to 2005

Anchor Construction-1987 to 1992

Scott Orr – Senior Engineering Technician



Professional Background:

Mr. Orr has experience performing laboratory testing and field inspection of asphalt, soils, concrete and fireproofing. His primary focus includes field testing of soils, hot-mix asphalt pavement and concrete in accordance with Caltrans specifications and test methods. He also performs specialty testing including proof-load and torque testing. His materials testing laboratory experience includes performing strength testing of concrete, mortar, grout, shotcrete and CMU, as well as moisture-density relationship evaluation (curves), sieve analysis, sand equivalent and plasticity index testing for soils and aggregates.

Relevant Experience:

City of Modesto, On-Call Special Inspection and Materials Testing Services, City of Modesto, California -- Since 2020, BSK has held an on-call contract with the City of Modesto which supports construction of public buildings, parks, trails, streets, bridges, utility pipelines, storm drain and sanitary sewer lift stations, water well pump stations, water tanks, drainage basins, and wastewater treatment facilities. Specific task orders include: 22-04 High Voltage at Sutter WWTP 101259, 22-10 ATS Replacement at WWTP 101202, 2022-13 Plant Structural Improvements, Jennings WQC Plant New Entrance & Exit, 2021 Crows Landing Pavement Project, and City of Modesto 2022-02 Grayson Well.

Stanislaus County, 2018 Urban Pavement Preservation Project, Task Order for Materials Testing On-Call Services Contract, Stanislaus County, California -- The 2018 Urban Pavement Preservation Project consists of the application of rapid setting slurry and asphalt rubber chip seal on 17 miles of roadway in Stanislaus County, as well as upgrades to curb ramps to meet current Americans with Disabilities Act Requirements. Mr. Orr serves as BSK's primary materials tester for support to the earthwork, concrete, hot-mix asphalt pavement and slurry/chip seals during construction.

Stanislaus County, Geer / Whitmore Road Intersection Improvement Project Task Order to Materials Testing On-Call Services Contract, Hughson, California – This task order to BSK's on-call materials testing contract with the County includes widening, re-paving and reconstructing roadways, as well as upgrades to the BNSF railroad tracks. Mr. Orr served as BSK's primary field materials testing technician under this agreement for soils, Full Depth Reclamation, and hot-mix asphalt construction elements.

Qualifications

Registrations / Certificates:

Caltrans CTM 105, 106, 216, 231, 375, 504, 518, 539, 540, 543, 552, 556, 557

ACI Concrete Field Technician Grade I

CPN Nuclear Gauge Operator

Education:

Las Positas / Chabot Community College, Livermore, California

Experience:

BSK Associates-2016 to Current

City of Tracy, On-Call Materials Testing Services, Tracy, California -- Mr. Orr serves as BSK's lead materials testing technician in support of our on-call materials testing agreement with the City of Tracy, primarily providing construction observation and materials testing for soils and hot-mix asphalt construction elements. Recent support includes HMA pavement testing and observation for the MacArthur Blvd. pavement project.

Stanislaus County, Warnerville Road and Bentley Road Roadway Reconstruction, Stanislaus County, California -- Primary field materials testing services were provided by Mr. Orr for this task order to BSK's materials testing on-call contract with the County. The project incorporated two methods of full-depth reclamation of existing materials (Lithtec and Cement Stabilization) on Warnerville and Bentley Roads, along with Hot-Mix Asphalt pavement and chip seal application. Concrete field testing included sample fabrication, air content, unit weight, temperature and slump measurements.

Dennis Ness – Senior Special Inspector



Professional Background:

Mr. Ness has over 28 years of construction inspection experience, holds multiple certifications and has significant hands-on experience in special inspection specifically with city, county, and municipal clients/projects. He communicates well with project design professionals, construction and inspection teams, subcontractors, and local building officials. Mr. Ness has extensive working knowledge of the various building codes and materials compliance testing procedures and is adept in applying his expertise. He serves as a special inspector and technical supervisor for BSK, and has assisted many projects through successful completion, ensuring the required testing and inspection requirements have been met.

Relevant Experience:

City of Los Altos Fremont Avenue Bridge Replacement, City of Los Altos, California Served as materials sampler and tester to the replacement of the historic 1915 Fremont Avenue Bridge in Los Altos. Services included sampling and testing of concrete aggregates at the supplier and wet mix in the field.

Turlock Irrigation District, Lake Don Pedro Dam Repairs, Turlock, California - Canal Repair at Lake Don Pedro Dam. Observations of old/failing concrete canal section, excavations of soil with compaction testing, back-fill of new section compaction testing, concrete reinforcement and placement observations and testing.

Oakdale Irrigation District, Third Rotation Reservoir, ***Stanislaus County, California –*** Provided Project Management and observations of the clay excavations and stockpile of material, nuclear gauge compaction testing of new levee and clay liner, concrete placement and sampling of measuring weir and outlet gates, diversion pipeline observations with backfill compaction testing, shotcrete observations of interior slopes of new levee, welding inspections of new railcar bridge at measuring weir.

City of Livermore Brisa Street Sanitary Sewer Project, Livermore, California - Served as special inspector during the installation of new underground 30" diameter pipeline at Brisa Street in Livermore, CA. Services included field welding inspection and observation of high-pressure grouting operations.

Marsh Creek Road Bridge Replacement, Contra Costa County Public Works, Contra Costa County – Mr. Ness served as senior special inspector on this project. The $4.6 million Marsh Creek Road Bridge Replacement project replaced an existing long steel girder bridge with a new, wider, two-stage precast/pre-stressed wide-flange California Bulb Tee girder bridge. Each bridge abutment had either wingwall or retaining walls constructed in each corner of the bridge. The new bridge has two 12 ft. lanes and two 8 ft. shoulders. As a subconsultant to the Resident Engineer, BSK's Quality Assurance materials testing work was performed in accordance with the Contra Costa County Quality Assurance Program and Caltrans Standard Specifications. BSK's contributions to the project included source inspection of six 88'-3" long girders, in addition to quality assurance materials testing services for earthwork, concrete, and hot-mix asphalt construction elements, including offsite plant sampling and testing.

Qualifications

Registrations / Certificates:

AWS-Certified Welding Inspector (CWI)

ICC-Master of Special Inspection

ICC-Reinforced Concrete

ICC-Structural Masonry

ICC-Structural Steel & Welding

ICC- Structural Steel & Bolting

ICC-Structural Welding

ICC-Spray-Applied Fireproofing

ACI-Certified Concrete Field Technician

ACI-Epoxy Adhesive Anchor Inspector

ACI-Masonry Field Testing Technician

DSA Masonry Inspector

Nuclear Moisture/ Density Gauge

Education:

Wilrick Institute of Technology, North Highlands, CA

Experience:

BSK Associates

2009 to Current and 2004 to 2006

Holdrege & Kull

2000 to 2003

Kenneth (KC) Clark –Engineering Technician



Professional Background:

Mr. Clark is one of BSK's Field Engineering Technicians with experience in supporting inspection and testing of soils and earthwork, hot-mix asphalt, slurry seals, and reinforced concrete. He has provided service to numerous municipal clients and educational facilities on projects ranging from new classroom buildings, utility infrastructure, roadway improvements and bridge replacements. In addition to soils, HMA and concrete testing, he also performs special testing in the forms of proof-load and torque testing along with other specialty testing methods. Mr. Clark is a valued member of BSK's field services team who is frequently requested on projects as a result of his steady demeanor, excellent communication, and attitude towards client service.

Relevant Experience:

City of Manteca, Water Quality Control Facility Improvements, Manteca, California - Mr. Clark has provided materials testing support to the Manteca WQCF project including earthwork observations and compaction testing.

Holman Road Bridge Over Bear Creek, Stockton, CA - Constructed in accordance with the 2018 Caltrans Standard Plans and Specifications, Mr. Clark served as an engineering technician on the Holman Road Bridge over Bear Creek Project providing materials testing and source inspection services. The project is a privately funded project that includes construction of a new 3 span cast-in-place, prestressed slab bridge, supported by cast-in-drilled-hole concrete piles.

City of Modesto, River Trunk Realignment Shackelford Pump Station, Stanislaus County, CA - The project addresses the flow capacity deficiencies and aging infrastructure for the River Trunk. The River Trunk Realignment project is broken down into three discreet segments/projects: (1) Realignment, (2) Shackelford Pump Station, and (3) a deep pumping station (on the order of 80 ft. deep). BSK is contracted with the City of Modesto through its construction management firm, West Yost, to support the approximately $8 million Shackelford Pump Station segment with full-service quality assurance materials testing and special inspection services for earthwork, concrete, and masonry construction, welding observations, and hot-mix asphalt (HMA) testing and inspection.

Santa Fe Road Bridge Replacement Project, Stanislaus County, CA - BSK currently serves as materials testing subconsultant to HDR for this bridge replacement project. Mr. Clark has served as materials tester for support to the earthwork and concrete elements during construction.

City of Tracy On-Call Materials Testing Services, Tracy, CA - Mr. Orr serves as one of BSK's materials testing technicians in support of our on-call materials testing agreement with the City of Tracy, primarily providing construction observation and materials testing for soils and hot-mix asphalt construction elements.

City of Livermore On-Call – Geotechnical Engineering & Materials Testing, Various Locations, Livermore, CA - Provides special inspections and materials testing during construction of various projects. Responsibilities included soils compaction testing and concrete testing and sampling.

Qualifications

Registrations / Certificates:

Caltrans CTM 504, 518, 539, 540, 543, 556, 557

ACI Concrete Field Technician Grade I

CPN Nuclear Gauge Operator

Education:

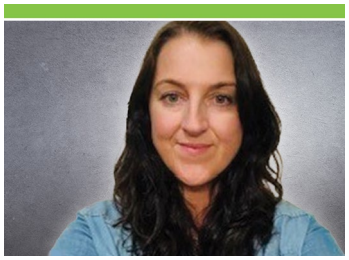
Los Medanos Community College, Pittsburg, CA

Experience:

BSK Associates-2017 to Current

Marie Dunne

Office Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Cost and change order management
- Document control
- Field inspection
- Project planning
- Project scheduling

Years of Experience
- 15

Certifications
- 10-Hour and 30-Hour Construction Safety, Cal/OSHA
- New York State Notary
- California State Notary

Education
- BS, Institute of Technology, County Kerry, Ireland

Professional Development
- Studies in Construction Management (CM), La Guardia Community College, Queens, NY

Ms. Dunne has 15 years of experience in the construction industry managing and supporting project teams. Marie brings diligent inspection and document control skills, has successfully completed projects on time, within budget, and to the client's approved specifications. She has a proven track record of effective project planning, resource oversight, supervision, scheduling, and budget management with a focus on quality. She brings numerous technical skills, is a great team player, and is resourceful at multitasking. Marie has maintained field correspondence and prepared daily reports on inspected works. She developed detailed processes that reduce redundancy, improve project operational efficiency, and achieve project objectives. She is results-oriented, capable of taking on complex tasks, effective with deadline-driven operations, and can identify goals and priorities to resolve issues and tackle problems as they arise. Her experience includes:

Iron Horse Trail Bridge, City of Dublin, CA. *Office Engineer*. This $10M steel truss bridge will connect the Iron Horse Trail across Dublin Boulevard. This project consists of a 220-foot prefabricated steel truss, post-tension cast-in-place approach slabs, and three retaining walls. The confined project site, concurrent adjacent road/culvert construction, and traffic volume on Dublin Boulevard require close coordination with adjacent projects and businesses. Responsibilities included reviewing submittals and Requests for Information (RFIs); inspecting field work; developing deck grades; scheduling and coordinating consultants; providing daily reports; tracking item quantities; monthly billing verification, change order composition; and coordinating with various agencies, the adjacent housing developer, and the City. The project is being administered in accordance with Caltrans methods and procedures.

Ralston Corridor Improvements Segment 3 Project, City of Belmont, CA. *Office Engineer.* This $2.5M project will improve roughly one mile of Ralston Avenue between South Road and Alameda De Las Pulgas. Ralston Avenue is the main thoroughfare for the City of Belmont connecting US 101 to State Route 92 with over 35,000 vehicles daily. Work includes demolition of existing concrete sidewalks, drive approaches, curb ramps, and storm drain systems; construction of storm drain systems; rehabilitation of roadway structural sections; building Americans with Disabilities Act (ADA) compliant crosswalks at three intersections with traffic beacons, widened sidewalks, widened bike paths, ADA curb ramp and sidewalk construction and compliance;

reconstruction of drive approaches; and installation of landscaping, slurry seal, street signs, and pavement delineation.

Treat Boulevard Pavement Rehabilitation, Phase 1, City of Concord, CA. *Office Engineer.* This $7.2M contract consists of traffic control, potholing utilities, lowering/adjusting utility covers, street asphalt concrete pavement by full depth reclamation (FDR), asphalt grind and overlay, concrete curb and gutter, concrete sidewalk, concrete ADA ramp construction, tree removal and trimming, inspection of existing electrical conduits to ensure enough capacity for fiber optic cable installation, fiber optic installation and testing, video detection systems, landscape, and striping. The scope of the work also included coordination with multiple stake holders such as the fire department, local businesses and residents, two local high schools, the police department, the bus company running buses through the work zone (Contra Costa Connection).

Soquel Drive Buffer Bike Lanes, County of Santa Cruz, CA. *Project Engineer*. This project involves multi-modal transportation improvements for pedestrian, bicyclist, vehicle, bus transit, and roadway improvements along the Soquel Avenue/Drive corridor in the County of Santa Cruz, from the State Park Drive intersection to the La Fonda Ave intersection, that is approximately 5.6 miles in one direction. Project improvements include resurfacing the roadway (rubberized cape seal) for 5.6 miles along the Soquel Avenue/Drive corridor, with striping improvements including green bike lanes and green bike boxes, construction of 2.7 miles of Class II Buffered bike lanes, and 2.4 miles of Class IV separated bikeways. The project also includes traffic signal upgrades by furnishing and installation of adaptive signal systems to 15 signalized intersections, new fiber optic improvements for traffic signals coordination, and installation of Transit Signal Priority (TSP) systems to 21 signalized intersections for Santa Cruz METRO bus transit. Pedestrian improvements include construction of approximately 2,500 feet of new sidewalk areas, installation of Accessible Pedestrian Signals (APS) at 21 signalized intersections and 11 mid-block pedestrian crossings, enhancements to 4 mid-block Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossings, construction of 7 new mid-block RRFB pedestrian crossings, and upgrades to approximately 96 Americans with Disabilities Act (ADA) ramps to current standards. MNS is providing construction management services during the pre-construction, construction, and project close-out phases of the project.

On-Call Construction Management/Construction Inspection (C22401), County of Sonoma, CA. *Office Engineer*. This project improved and rehabilitated over 21 miles of roadway with asphalt concrete overlays (some sections included full-depth reclamation treatments), chip and slurry seals along with associated flagging, traffic signal modification with Multi Sensor Video Detection System (MSVDS) with video imaging and radar technologies, metal beam guard rail (MBGR), ditch maintenance, culvert replacement, traffic control, pavement repair of structural sections, cold planning, shoulder backing, and delineation of the new pavement surface. MNS services include resident engineer, construction inspection, material testing coordination, and public outreach notifications coordination.

South Bayfront Bicycle and Pedestrian Bridge/Horton Landing Park, City of Emeryville, CA. *Office Engineer.* In 2010, MNS provided cost estimating services for a pedestrian and bicycle bridge that connects the Bay Street shopping district and the office complexes to the east. Due to the deauthorization of Redevelopment Agencies, the project was halted. In 2014, the City of Emeryville sued the State of California to recoup $12M in project funds. Following the return of funds, the City reactivated the project in 2015. The new 227-foot bridge will span nine Union Pacific Railroad (UPRR) tracks and will connect the Bay Street shopping area and Ohlone Way with the new Horton Landing Park, on the Horton side of the UPRR tracks. The project encompasses a steel tied arch bridge, 283-foot-long west switch-back ramp, west stair structure, 351-foot-long east ramp, east stair structure, 43-foot-long east creek bridge (over Temescal Creek), 142-foot-long parking garage bridge, and a 236-foot-long retaining wall. The access ramps are cast-in-place concrete structures. MNS is currently providing construction management and inspection services. Marie's responsibilities include assisting the Resident Engineer in all aspects of required office construction work; setting up and maintaining all project files; providing and maintaining all logs for submittals, RFIs, change orders, correspondence and all related construction documents; tracking, processing, and distributing all submittals, RFIs, and shop drawings to the applicable entities for review and transmit responses back to contractor; processing progress payments and logging all monthly contract item quantity documents; maintaining and logging all QA/QC reports and SWPPP documentation; and preparing and distributing minutes for weekly contractor meetings.

Yujia Luo

Office Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Revit
- AutoCAD
- Microsoft Project
- SAP: SFD and BMD analysis
- Plane surveying
- MATLAB
- Primavera P6
- WaterGEMs
- GIS
- Bluebeam

Certification
- Traveler's Driving Safely

Years of Experience
- 4

Education
- BS, Civil Engineering, San Jose State University, San Jose, CA
- AS, Math and Science, Contra Costa College, San Pablo, CA
- AA, Economics, Contra Costa College, San Pablo, CA

Ms. Luo is skilled in project communication and coordination and has provided construction administration support on numerous projects involving Caltrans Local Assistance Procedures Manual (LAPM). As the Office Engineer, Yujia is responsible for managing the project files, labor compliance, assisting with progress payments, tracking change orders, submittals, requests for information (RFIs), monthly reports, and tracking materials. She is proficient in Revit (structural concrete design and 3D interior); AutoCAD (developing and modifying 3D models); Microsoft Project; System Applications and Products (SAP) software for Shear Force Diagram (SFD) and Bending Moment Diagram (BMD) analysis; plane surveying; MATLAB; Primavera P6; Microsoft Office Suites; WaterGEMs for examining and analyzing the water distribution network, and GIS. Her experience includes:

Fairfax Bolinas Wall at PM 1.0, County of Marin, CA. *Office Engineer*. This $1.5M project repaired a landslide along Bolinas Road near post mile (PM) 1.0 in Marin County by constructing a 100-foot cast-in-drilled hole (CIDH) retaining wall, a 100-foot concrete waler along an existing retaining wall, and installing ground anchors in both structures. This project included structural concrete and minor concrete, earthwork, pier drilling, erosion and sediment control, roadway paving and striping, installation of a new drainage system, traffic control measures, guardrail installation, and rock slope protection. Key challenges of this project included working under Pacific Gas & Electric (PG&E) powerlines with limited outage windows and maintaining continuous traffic flow and access on the narrow hillside road. An around-the-clock backup generator was provided to a nearby residence to avoid any outages while PG&E lines were de-energized. Traffic flow and access were maintained using flaggers and temporary signals. Limited space on the roadway required a multi-stage construction plan for access and storage of construction equipment. MNS provided construction management services, including project management, construction engineering, pre-construction review, stakeholder communication and coordination, contract administration/document control, construction inspection, project closeout, and record drawings. This project was funded by Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA). Yujia was responsible for reviewing certified payroll reports to ensure compliance with prevailing wage requirements and project specifications; reviewing and processing extra work bills for accuracy; assisting the Resident Engineer

with reviewing the submittals; preparing meeting agendas and draft detailed meeting minutes for internal and external project coordination meetings; managing filing and distribution of submittals, requests for information (RFIs), and other construction documents; tracking working days and updating project working statements to support scheduling and reporting; organizing and filing material testing reports; and maintaining document and supporting administrative functions for the Resident Engineer.

Newell Creek Pipeline Felton/Graham Hill Project, City of Santa Cruz, CA. *Office Engineer*. This project includes installation of approximately 23,400 linear feet of 24-inch ductile iron pipe, a 100-foot crossing over a river, 90-foot trenchless railroad crossing, existing pipeline and facility abandonment, cathodic protection system, and pavement improvements in environmentally sensitive habitats and high traffic areas. Yujia is responsible for assisting the Resident Engineer to prepare the Construction Management Plans (CMPs); drafting and organizing meeting agendas and minutes for weekly construction coordination meetings, ensuring accurate documentation and distribution; assisting the Resident Engineer in compiling and formatting monthly status reports, tracking project progress, budget updates, and schedule performance; and utilizing the Procore project management platform to upload, track, and manage critical project documents, including RFIs, submittals, and daily reports.

Sustainable Streetscapes 2024 Project, City of Emeryville, CA. *Office Engineer.* This $500K bicycle and pedestrian improvement project will construct safety enhancements along Doyle Street from 59th to 62nd Streets. Key construction elements of the project include new green bike lanes, sidewalk, Americans with Disabilities Act (ADA) ramps, signage and striping, and pavement delineators. MNS is actively providing land surveying and design services for this project. Yujia is responsible for preparing monthly progress payment applications, verifying quantities, work completion, and compliance with contract terms; assisting the Resident Engineer with drafting the Contract Change Orders (CCOs); reviewing certified payroll reports to ensure compliance with prevailing wage requirements and project specifications; maintaining accurate filing systems for all project documentation; and preparing meeting minutes.

Treat Boulevard Pavement Rehabilitation, Phase 2, City of Concord, CA. *Office Engineer.* This $7.9M contract consists of traffic control, water pollution control, demolition, tree removal, potholing of existing utilities, fiber optic installation, Video Detecting Signals (VIDS) installation, street pavement rehabilitation by cold-in-place recycling method, asphalt concrete (AC) grinding and overlay, placing and compacting hot mixed asphalt (HMA) and rubberized hot mix asphalts (RHMAs), removing and replacing concrete gutters, sidewalk, upgrading concrete Americans with Disabilities Act (ADA) ramp construction, utility cover adjustments, traffic striping, landscape and new irrigation. Yujia is responsible for preparing monthly progress payment applications, verifying quantities, work completion, and compliance with contract terms; assisting the Resident Engineer with drafting the Contract Change Orders (CCOs); reviewing certified payroll reports to ensure compliance with prevailing wage requirements and project specifications; maintaining accurate filing systems for all project documentation; and preparing meeting minutes.

On-Call Construction Management and Inspection Services for Storm Damage Projects, County of Santa Cruz, CA. *Office Engineer*. Santa Cruz County experienced a significant amount of damage to the roadway system from the recent storms. Emergency proclamations were approved for funding of these sites through the Federal Highways Administration (FHWA), the Federal Emergency Management Agency (FEMA), and the California Office of Emergency Services (CalOES). There were over 200 sites damaged during the storms that required repair throughout the County. MNS is providing construction management services during construction and project close-out for federal, state, and locally funded projects. Assigned projects vary in scope and size and include roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. Work on many of the projects took place on steep slopes near environmentally protected creeks. Many of the roads were single lanes and serve a large residential community so full lane closure was not an option. The sites are remote and outside of cellular service range, so inspection staff had to function autonomously on a day-to-day basis. Yujia was responsible for reviewing and auditing contractor extra work bills, identifying discrepancies that helped the county save over $200,000 in overcharges. She also assisted in organizing project files to the county's digital server.

DUBLIN
CALIFORNIA

Statement of Qualifications for

Construction Management and Inspection Services

Prepared for

City of Dublin

July 25, 2025











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PAKPOUR CONSULTING GROUP

July 25, 2025

Julius Pickney
Management Analyst II, City of Dublin
100 Civic Plaza
Dublin, CA 94568

Reference: Request for Qualification for Construction Management and Inspection Services

Dear Mr. Pickney,

Pakpour Consulting Group is pleased to submit the enclosed Request for Qualifications for On-Call Construction Management and Inspection Services. **Steven Yee, PE** will serve as the project manager and single point of contact for all aspects of the on-call contract.

Proven Track Record in On-Call Engineering Services

Pakpour Consulting Group has a proven track record in providing as-needed consulting services. We successfully completed numerous projects including street rehabilitation, development review, staff augmentation and construction management / inspection services, on schedule and within budget for:

City of Cupertino	City of San Rafael	Mid-Peninsula Water District (Belmont)
City of Pleasanton	Purissima Hills Water District	Hayward Area Park District
City of Benicia	(Los Altos Hills)	City of Dublin
Town of Hillsborough	Westborough Water District	City of Newark
City of Pleasant Hill	(South San Francisco)	San Jose Water Company
City of San Leandro		

100% Positive Feedback from Current and Former Clients

Pakpour Consulting Group is proud to receive **100% positive feedback from current and former clients.** Since our inception in 2004, we met or exceeded all our client's expectations. References are found throughout our proposal.

Our Firm's Size and Location

Our firm's size and low overhead allows *Pakpour Consulting Group* to provide the most cost-effective service to the City of Dublin.

We look forward to our continued partnership with the City of Dublin. Should you have any questions please contact me at (925) 224-7717 or jpakpour@pcgengr.com.

Very truly yours,
Pakpour Consulting Group
Joubin Pakpour, P.E., President

DocuSigned by:
Joubin Pakpour
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DUBLIN
CALIFORNIA

Firm Qualifications

Company Background

Pakpour Consulting Group is a California Corporation established in 2004 to provide engineering services to small- and medium-sized public agencies in Northern California. Our staff of 16 includes seven registered civil engineers in California.

> *"Pakpour Consulting Group is a small engineering firm that delivers big results with quality engineering plans, construction management, and exceptional customer service. They have assisted us with the design of several water main and tank projects and the quality of their work, and attention to detail and scheduling, have exceeded our expectations."*
>
> **Paul Willis, PE, *Director of Public Works***
> ***Town of Hillsborough, 650.375.7444***

***Pakpour Consulting Group* provides comprehensive municipal civil engineering design and construction management services exclusively to public agencies.** Our wide variety of services includes staff augmentation, Contract District Engineering, transportation engineering, storm drainage design, water distribution systems engineering, sewer and hydrology studies, program management services, civil plan review, constructability review, and construction management. **Our firm only provides services to municipal clients and does not service private developers or entities.**

Overview of Services

Pakpour Consulting Group provides comprehensive municipal civil engineering design and construction management services exclusively to public agencies for a wide variety of projects. Our services include:

- Construction Management and Inspection
- Program Management and Staff Augmentation
- Water Distribution and Sewer Collection Engineering
- Transportation Engineering
- Constructability and Civil Plan Review
- Storm Drainage Engineering
- Contract City and District Engineer

Proven Track Record in On-Call Civil Engineering Services

Pakpour Consulting Group has a proven track record in providing on-call consulting services to jurisdictions throughout the Bay Area.

- City of Cupertino
- City of Pleasanton
- City of Benicia
- Town of Hillsborough
- City of Pleasant Hill
- City of San Leandro
- City of San Rafael
- Purissima Hills Water District (Los Altos Hills)
- Westborough Water District (South San Francisco)
- Hayward Area Park District
- Mid-Peninsula Water District (Belmont)
- City of Dublin
- City of Newark
- San Jose Water Company

Methodology

The majority of our staff have worked in some capacity at public agencies; making us uniquely qualified in understanding the City of Dublin's requirements, challenges, and program objectives. We understand the complex nature of approaching a public works project and that no two projects are the same. *Pakpour Consulting Group* approaches each project with that philosophy in mind. Our 100% positive feedback from all of our current and former clients is testament to our approach. We know other consultants will utilize their "A" team at project interviews with their "C" team possibly doing the actual work. **What you see is what you get at *Pakpour Consulting Group*.** In our 20-year history, we have had only three professional staff leave our firm and one was due to retirement.

DUBLIN
CALIFORNIA

Project Experience

As-needed Construction Management and Staff Augmentation

City of Dublin | Dublin, CA

Situation: The City of Dublin is one of the fastest-growing cities in California. To maintain its ability to provide excellent customer service and serve the needs of the growing community, the City relies on professional consultants to augment its in-house staff.

Services Overview: Since 2010, *Pakpour Consulting Group* (PCG) has served as on-call engineers for the City of Dublin. Services include private development review, project design, construction management, construction inspection and as-needed staff augmentation. Working as an extension of City staff, PCG adheres to in-house procedures, process and established schedules. Construction management and staff augmentation services have included assistance with planning and pre-construction activities, coordination with the designer, public outreach, management of the scope of work, schedule and budget of other City consultants, and acting as the City representative and liaison with outside public agencies.



Fallon Sports Park, a New 19.75-Acre Community Park



Jordan Ranch Park, a New 5-Acre Neighborhood Park

Notable Projects:

- **Don Biddle Community Park:** A new 30-acre community park. This project won the Project of the Year Award, for Structures $5M to $25M from the Northern California American Public Works Association (NorCal APWA).
- **Fallon Sports Park:** A new 19.75-acre community park expansion
- **Jordan Ranch Park:** A new 5-acre neighborhood park
- **Shannon Community Center:** Parking lot upgrades
- **Storm Drain Trash Capture Upgrades:** Installation of two hydrodynamic separators
- **Imagine Playground:** New all-abilities playground at Dublin Sports Ground. This project won the Project of the Year Award, for Structures $5M to $25M from the NorCal APWA.

About City of Dublin: Located in the San Francisco East Bay, Dublin is the second fastest-growing city in California. With a population of nearly 50,000, the population is forecasted to grow to 76,000 by 2030.

"Joubin, Gary, and the entire Pakpour Consulting Group team have been, and continue to be, an invaluable resource for the City of Dublin Public Works Department...Their commitment to the customer service, municipal engineering, and the public works profession is outstanding. What I appreciate most about Joubin, Gary, and each member of their team, is the collaborative approach they take with city staff and their candor with respect to delivering quality projects. I highly recommend the services provided by Pakpour Consulting Group."

***Andrew Russell, PE**, Public Works Director, City of Dublin*

Client Contact
Laurie Sucgang, PE
City Engineer
925.833.6630
laurie.sucgang@dublin.ca.gov

Project Fee
$300,000 per year

Completion Date
On-going

Project Manager
Lorin Jensen, PE

DUBLIN CALIFORNIA

Project Experience

As-needed Inspection Services

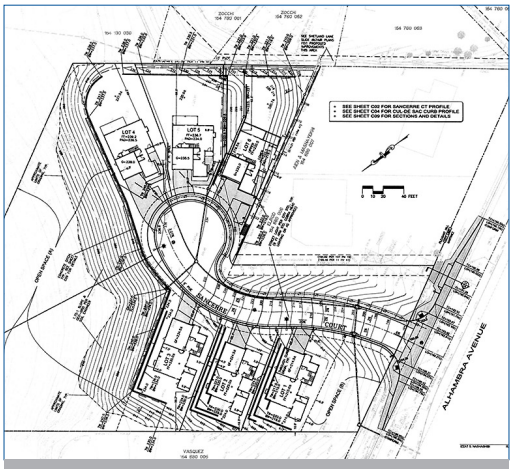
City of Pleasant Hill | Pleasant Hill, CA

Situation: The City of Pleasant Hill is a growing community with an increase of development activities. The City saw a need to augment its engineering staff with construction inspection services in order to review development construction activities and public works projects for conformance to local standards and specifications.

Services Overview: Since 2016, *Pakpour Consulting Group* (PCG) has served as on-call engineers for the City of Pleasant Hill. Services included as-needed construction inspection services on variety of private land development and capital improvement projects. Working as an extension of City staff, PCG adheres to in-house procedures, process, and established schedules. During the pre-construction phase, PCG staff provides project specific constructability recommendations to the design team. During construction, PCG staff provides on-site inspection to ensure the project is constructed in compliance with plans and specifications along with providing daily reports and accompanying photos to the City and communicates regularly any new or on-going activity that requires the City's attention. PCG staff also reviews and tracks submittals for conformance with project specifications, identifies potential change orders and makes recommendations for resolving them, works with contractor on measuring installed quantity for progress payments.



New Carmax Auto Dealership



Sancerre Village Grading & Drainage Plan

Notable Projects:

- **Denova Subdivision:** Development of 18 new single-family homes and provision of site improvements.
- **Sancerre Village Subdivision:** Development of six single-family homes in an existing Precise Plan District and landscaping of Scenic Route along Alhambra Avenue.
- **Carmax Auto Dealership:** A new dealership and related facilities including service facilities, auto display area, new landscaping, and parking lot.

About City of Pleasant Hill: Located at the center of the I-680 Corridor in Contra Costa County, Pleasant Hill's population of nearly 34,000 residents enjoy highly-ranked schools and an active downtown district.

"The [PCG] Staff are highly skilled and committed to providing outstanding service. Steve and Joubin have always been readily available by phone or email when there was a need for their service and both were always more than willing to accommodate last minute requests to oversee a project, even if during odd times of the day. It continues to be a pleasure to work with a firm like Pakpour, who understands the City's day-to-day needs and who is there to provide help when needed."

***Ananthan Kanagasundaram, PE**, City Engineer, City of Pleasant Hill*

Client Contact
Ananthan Kanagasundaram, PE
City Engineer
925.671.5261
akanagasundaram@pleasanthillca.org

Project Fee
$100,000 per year

Completion Date
Ongoing

Project Manager
Roehl Barreras

PCG PAKPOUR CONSULTING GROUP

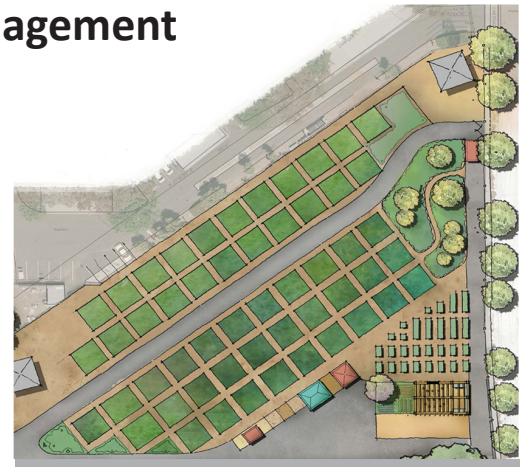
DUBLIN
CALIFORNIA

Project Experience

As-needed Construction and Program Management

Hayward Area Recreation and Park District | Hayward, CA

Situation: In November 2016, Hayward Area Recreation and Park District (HARD) voters overwhelmingly passed Measure F1, a $250 million general obligation bond for renovation and expansion of parks and facilities. Over 30 individual projects were identified in the capital improvement program (CIP). Due to the size of the CIP and number of projects, HARD solicited assistance with Construction and Program Management services to deliver these projects as promised to the voters of its district.



Hayward Community Garden

Services Overview: Since 2018, *Pakpour Consulting Group* (PCG) has served as on-call engineers for HARD. PCG provides complete Construction and Program Management Services, including assistance with planning and pre-construction activities, construction administration, public outreach, managing the scope, schedule and budget, acting as HARD representative and liaison with outside agencies, and post-construction activities.



East Avenue Park Picnic Area

Notable Projects:

- **Hayward Community Garden:** Construction cost: $1.2 million
- **Edendale Park:** 1.0-acre park improvements. Construction cost: $1.33 million
- **Via Toledo Park:** New 2.0-acre park. Construction cost: $3.0 million
- **East Avenue Park:** Renovation of a neighborhood park. Construction cost: $1.8 million
- **Irrigation Central Control and Master Valve Project:** Control valve upgrades at 67 parks to decrease water and energy consumption

About Hayward Area Recreation and Park District: HARD boundaries encompass a 100-square mile area, which includes the City of Hayward, and the unincorporated communities of Castro Valley, San Lorenzo, Ashland, Cherryland, and Fairview and serves a diverse population of 300,000 residents. HARD is over 70 years old and owns and maintains approximately 145 parks and facilities including two golf courses.

"Pakpour Consulting is always ready to assist us in the execution of our capital improvement projects by offering project management, construction management and inspection services. We are extremely pleased with how they work seamlessly with our staff, mitigate construction issues, and ensure that the District receives quality projects. We look forward to continuing our working relationship with Joubin and his staff and would recommend Pakpour Consulting Group to other public agencies."

***Meghan Tiernan**, Capital Planning & Development Director, HARD*

Client Contact
Meghan Tiernan
Capital Planning & Development Director
510.881.6712
tiem@haywardrec.org

Project Fee
$150,000 per year

Completion Date
Ongoing

Project Manager
Steven Yee, PE

PCG PAKPOUR CONSULTING GROUP

Team & Key Personnel

Project Team

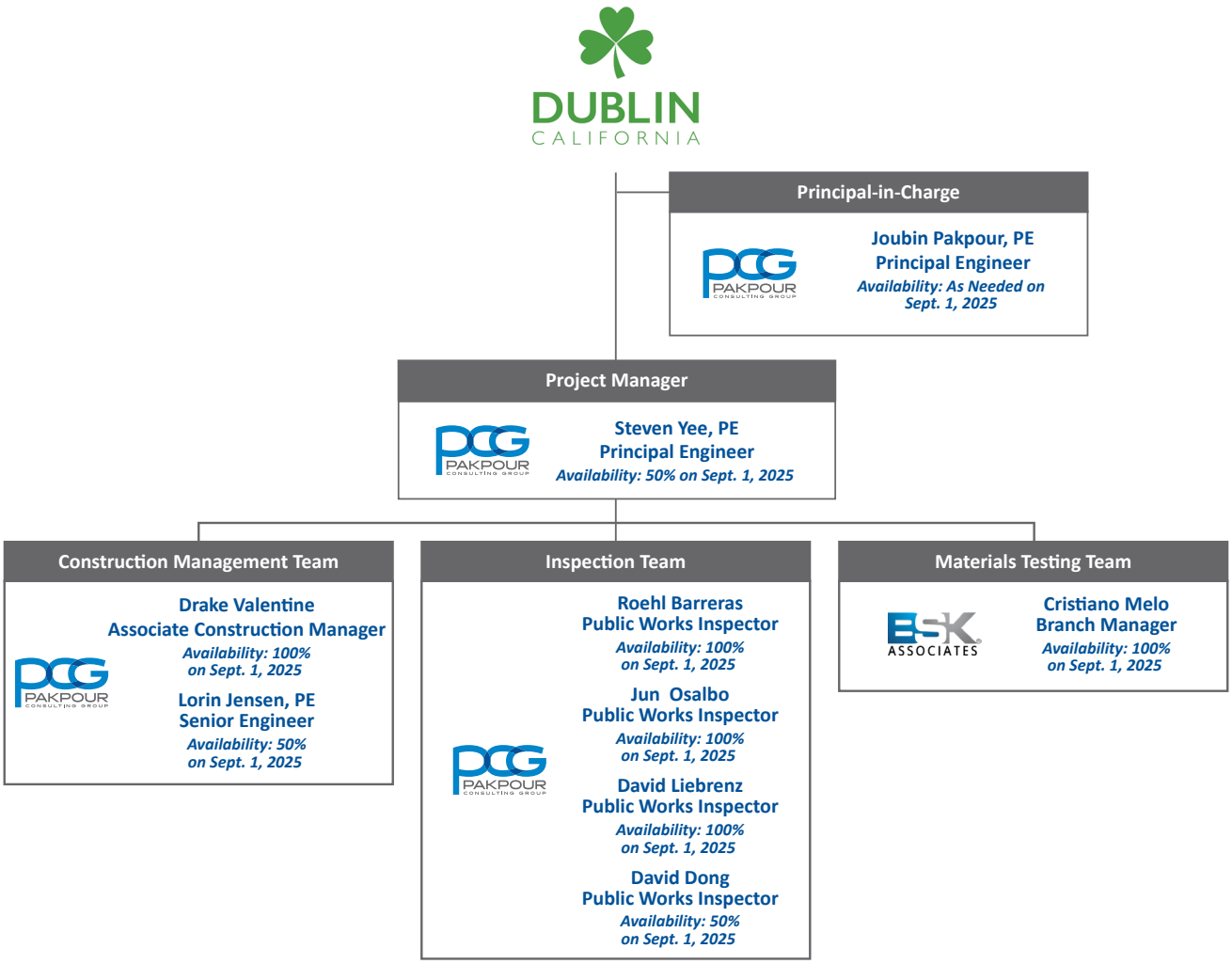
Our staff of 16 includes seven registered civil engineers and three public works inspectors. The majority of our staff has worked in some capacity at public agencies, making us uniquely qualified to understand the requirements, challenges, and program objectives of City of Dublin.

Project Manager

Steven Yee, PE, will serve as the project manager and single point of contact for all aspects of the on-call contract. His familiarity with the City of Dublin staff and knowledge of City Standards provides our Team a high level of efficiency while providing construction management and inspection of your projects with no learning curve. Over the past 10 years, our team has successfully completed numerous projects for the City of Dublin.

Organization Chart

As projects are assigned to *Pakpour Consulting Group*, our project managers will evaluate staffing levels and project specific requirements to assign the highest skilled staff. Key staff members assigned to this contract are also shareholders at *Pakpour Consulting Group*.



Please see the Appendix for full resumes.

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Scope of Work

Pakpour Consulting Group currently provides construction and program management to the City of Dublin. Our typical scope includes the followings tasks along with those listed in the request for qualifications.

Services through Design and Advertise

- It is our understanding the project is currently in final design and will be ready to advertise in early May. We will review the current design submittal and shepherd the project through final design and advertisement.
- Prepare a recommendation of award after the construction bids are received.

Pre-Construction Phase Services

- Coordinate a pre-construction meeting.
- Prepare a pre-construction agenda and sign-in sheet, coordinate and invite all project participants to attend, and conduct the project pre-construction meeting; and prepare the pre-construction meeting minutes.
- Prepare the Notice To Proceed to be signed by City official.
- Coordinate review of submittals by designer.

Construction Phase Services

- Provide project management services as a representative of the City.
- Conduct periodic site visits to confer with inspector on project progress and compliance with plans and specifications.
- Continue the coordination with the adjacent property owners and business started by the City.
- Work closely with the Design Engineer and General Contractor; conduct periodic visits to the construction sites to observe construction; inspection and inspection reports to be done by others.
- Monitor, review and evaluate contractor's monthly construction progress schedule, and issue comments and recommendations.
- Conduct weekly job site progress meetings with inspector, design consultant, and general contractor and other concerned parties; prepare meeting agendas and record project meeting minutes.
- Review and furnish recommendations, and prepare responses with respect to contract correspondence and directives to secure the City's interests.
- Evaluate the percent completion of each construction activity as indicated on the construction schedule, coordinate project progress with inspector.
- Coordinate the City's consultants for geotechnical engineering.
- Whenever any work is unsatisfactory, faulty or does not conform to the contract documents, we will review the non-compliant work with the inspector and design team and will advise the inspector and contractor when the work should be corrected or has been rejected, or should be uncovered for observation, or requires special testing or inspection.
- Review and evaluate the baseline schedule for its reasonableness, conformation, comprehensiveness and attainability, and make recommendations for acceptance or changes.
- During weekly construction review meetings with the General Contractor review the contractor's short-term progress and "3-week look-ahead" schedules and the impact or work changes.

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Scope of Work

- Analyze any schedule "work around" to bring the project back on schedule when adversely impacted by delays and changes.
- Implement procedures for logging, filing and tracking all project submittals, RFIs, potential change order requests, approved change orders, payment requests.
- Review and recommend approval of contractor's monthly payment requests.
- Verify work in place against the schedule of values.
- Coordinate and expedite functions connected with the contractor's obligation to document as-built changes on a monthly basis.

Post-Construction Phase Services

- Provide mark ups for record drawings.
- Coordinate final progress payment.
- Provide final inspection services and close out activities.
- Resolution of all contract issue, warranties, bonds, etc.
- Turn over all records to the City of Dublin.

Inspection Services

- Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.
- Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project.
- Provide inspectors daily report of events, manpower, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.
- Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits
- Collect material tags and verify materials on site meet project specifications and project submittals.
- Maintain a redline set of as-built plans and specifications.
- Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.
- Assists the Construction Manager or City Representative in review and recommendation of progress payments.
- Track and document Time and Materials work issued to the Contractor.
- Working with the Construction Manager and other agencies and permit holders to issue a project punch-list.

References

Associates at *Pakpour Consulting Group* have a combined 90 years of experience in municipal engineering and infrastructure design. Following is a testament of our understanding and knowledge of the industry:

City of Dublin |On Call Design Engineers since 2010

"Joubin, Gary, and the entire Pakpour Consulting Group team have been, and continue to be, an invaluable resource for the City of Dublin Public Works Department. Pakpour Consulting Group provides excellent engineering, construction management, inspection, project management, and land development review services to the City of Dublin on a variety of public works, park development, and private subdivision projects. ***Their commitment to the customer service, municipal engineering, and the public works profession is outstanding.*** *What I appreciate most about Joubin, Gary, and each member of their team, is the collaborative approach they take with city staff and their candor with respect to delivering quality projects. I highly recommend the services provided by Pakpour Consulting Group."*

Andrew Russell, PE, ***City Engineer***, *City of Dublin, 925.833.6630*

City of Pleasanton | On-Call Engineers since 2013

"Pakpour Consulting Group continues to be a trusted partner to solve the City of Pleasanton's needs for engineering support. ***They are an extension of the City family, less the fighting!*** *The excellent advice and innovated solutions deliver projects under budget and in schedule. Their attention to detail, understanding of construction and incorporating the input from the end users really creates a complete project. The City of Pleasanton looks forward to continue working with Pakpour Consulting Group well into the future."*

Adam Nelkie, PE, ***Senior Civil Engineer***, *City of Pleasanton, 925.931.5675*

Town of Hillsborough | On-Call Engineers since 2014

"Pakpour Consulting Group is a small engineering firm that delivers big results with quality engineering plans, construction management, and exceptional customer service. They have assisted us with the design of several water main and tank projects and the ***quality of their work, and attention to detail and scheduling, have exceeded our expectations****."*

Paul Willis, PE, ***Director of Public Works***, *Town of Hillsborough, 650.375.7444*

City of Newark | As-Needed City Services since 2019

"I have worked with Gary Ushiro and Pakpour Consulting Group for almost 15 years and across three different municipalities. ***Whenever I needed assistance with development plan review and project management, Pakpour has always been the first firm I reached out to.*** *Gary serves as a true extension of city staff, seamlessly stepping into the role, collaborating with city staff from multiple departments and coordinating with developers with minimal assistance and involvement on my part. His technical knowledge, attention to detail and project management skills have made him a valuable member of the City's Engineering Division and a trusted colleague. I highly recommend Pakpour Consulting Group."*

Jayson Imai, PE, ***Former Assistant City Engineer***, *City of Newark, 510.578.4671*

Fee Schedule

As projects are assigned to *Pakpour Consulting Group*, our Project Managers will evaluate staffing levels and project specific requirements to assign the highest skilled staff.

Billing Rates | *Fiscal Year 2025-2026*

Position	Hourly Rate
Principal Engineer	$280
Senior Engineer	$248
Senior Designer	$237
Associate Engineer	$220
Associate Designer	$210
Project Engineer	$199

Position	Hourly Rate
Project Designer	$189
Assistant Engineer	$173
Assistant Designer	$162
Engineering Technician	$134
Administrative Assistant	$87
Public Works Inspector*	$194

**Subject to Prevailing Wage*

A 10% markup will be added to subconsultants. A 1.3 multiplier will be applied to the hourly rate of inspectors working more than 8 hours per day and/or 40 hours per week. The above fee schedule is inclusive of direct expenses.

Litigation

In our 20-year history we have been involved with only one litigation matter involving a previous project. We were informed in September of 2020 of a potential litigation matter by a personal injury attorney representing an individual injured on a bike path we designed for the City of Benicia in 2010. The matter was settled last year.

Conflict of Interest Statement

Pakpour Consulting Group does not have any financial, business or other relationships with the City of Dublin or Alameda County that may have an impact upon the outcome of this contract. We do not have any clients that may have a financial interest in the outcome of this contract. We do not have any financial interest or relationship with construction company that might submit bids on City projects.

List of Contracts and Agreements Terminated for Convenience or Default

None.

Exceptions to the City of Dublin's Standard Consulting Agreement

We respectfully request the following edits to the City of Dublin's standard consulting services agreement:

- **Section 1.3:** Add the word "written" between receiving and notice in the last sentence.
- **Section 4.4.4:** Add the words "Except Professional Liability" after No policy. A wasting policy can not be added to a professional liability policy; such product is not available.
- **Section 7.2:** Add the word "applicable" between any and copyright and the word "intentional" between the Consultant's and failure.
- **Section 8.6.4:** Add the word "reasonable" between the and cost.

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Appendix | Project Personnel Resumes

Joubin Pakpour, PE

Principal Engineer



Joubin is a registered engineer with nearly three decades of public works design and construction management experience. He has served as project manager and resident engineer for various water distribution, flood control, storm drainage, sanitary sewer, and transportation projects throughout the Bay Area. Joubin currently serves as District Engineer for the Purissima Hills, Westborough, and Mid-Peninsula Water Districts. He has also served as resident engineer during construction of several high-profile projects in the San Francisco Bay Area. Joubin's skill in multi-agency coordination and effectively working with stakeholders plays a pivotal role in the rapid processing of design documents and timely management of the design process.

On-Call Civil Engineering Services Principal-in-Charge for:

- **City of Cupertino**
- **City of Pleasanton**
- **City of Benicia**
- **Town of Hillsborough**
- **City of Pleasant Hill**
- **City of San Leandro**
- **City of San Rafael**
- **Purissima Hills Water District (Los Altos Hills)**
- **Westborough Water District (South San Francisco)**
- **Hayward Area Park District**
- **Mid-Peninsula Water District (Belmont)**
- **City of Dublin**
- **City of Newark**
- **San Jose Water Company**

Joubin serves as the single point of contact for PCG's On-Call Civil Engineering contracts. As projects are assigned to *Pakpour Consulting Group*, Joubin evaluates staffing levels and project specific requirements to assign the highest skilled staff. The project types include new bus stops, new curb, gutter and sidewalk, alleyway improvements, intersection improvements, drainage and sewer projects, and streetscape projects. Services include development of plans, specifications and estimates, bidding support, and construction management and inspection.

On-Call District Engineer Services for:

- **Purissima Hills Water District, Los Altos Hills, CA**
- **Mid-Peninsula Water District, Belmont, CA**
- **Westborough Water District, South San Francisco, CA**
- **Skyline County Water District, San Mateo County, CA (Prior to acquisition by Cal Water)**

District Engineer for three Districts in the San Francisco Bay Area. To maintain high quality services and stay within their annual budgets, Districts will retain on-call engineers. In this capacity, Joubin performs a variety of tasks ranging from overseeing the District's hydraulic model to identifying and designing capital improvement projects to preparing comprehensive rate studies. A sampling of projects includes new pump stations, water main replacements, and new storage facilities. Joubin also serves as a resource to the General Managers and Board of Directors. He meets on a regular basis with developers working within the Districts to inform them of new District standards and status of plan reviews. As District Engineer, PCG develops and maintains the Districts standard plans and specifications.

Education

Masters of Science
Civil Engineering
San Jose State University
1998

Bachelor of Science
Civil Engineering
San Jose State University
1995

Registration

Registered Civil Engineer
California - #C59155

Professional Affiliations

Associate Member
American Society of Civil Engineers

Past President
American Public Works Association - Northern California Chapter

Member
American Water Works Association

Member
Bay Area Water Works Association

Work History

2004-Present
Pakpour Consulting Group
Principal Engineer

2000-2004
Berryman & Henigar, Inc.
Northern California Director of Civil Engineering

1996-2000
Contra Costa County
Public Works Department
Project Engineer

PCG PAKPOUR CONSULTING GROUP

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Appendix | Project Personnel Resumes

Steven Yee, PE

Principal Engineer/Project Manager



Steven is a registered professional civil engineer with nearly three decades of experience in project, program, and construction management. He has worked on a wide variety of high profile projects for local public agencies throughout the Bay Area including roadways, parks, trails, water and sewer utilities, storm drain systems, and facilities management. Steven's responsibilities have included project team management and coordination for the preparation of feasibility studies, public infrastructure maintenance, project plans and specifications, cost estimates, schedules, public outreach, construction management, and support services from initial project planning phase through construction and project close-out. Steven also holds a Master of Public Administration degree with emphasis on public policy and organizational theory.

Education

Master of Public Administration
Cal State University, East Bay
2016

Harvard University, Kennedy School of Government
Senior Executive in Local and State Government Program
2010

Bachelor of Science
Civil Engineering
California State University, Sacramento
1993

Registration

Registered Civil Engineer
California - # C61963

Professional Affiliations

Past President
American Public Works Association - Northern California Chapter

Work History

2015-Present
Pakpour Consulting Group
Principal Engineer

1999-2015
City of Dublin
Public Works Department
Public Works Manager

1997-1999
City of Albany
Community Development Department
Engineering & Maintenance Manager – Interim

Project Experience

Downtown Transportation Corridor Parking Lot and Civic Park Improvements for City of Pleasanton, CA

Construction manager for parking lot and Civic Park improvements in historic Downtown Pleasanton. Project improvements include site grading, storm drain, asphalt paving, decorative architectural retaining wall, pedestrian plazas, pedestrian pathway, landscaping, and electric vehicle charging station. The project was phased to minimize construction impact to the active surrounding downtown area. Steven provided construction administration of all construction activities on behalf of the City of Pleasanton and coordinated with all adjacent property owners and businesses.

Oak Park/Monticello Improvement Project for City of Pleasant Hill, CA

Construction Manager for the Oak Park/Monticello Improvement Project which provides necessary infrastructure improvements to service the new Pleasant Hill Library, sports fields, residential development, and the Pleasant Hill Middle School. Key improvements include widening existing Oak Park Boulevard roadway, upgrading traffic signals, undergrounding utilities, extending sanitary sewer, recycled water and domestic water systems, adding bicycle lanes, installing street lighting, and landscaping. The project improvements were phased in order to minimize disruption to the school as well as adjacent library and residential neighborhoods. Steven provided full construction management and inspection services including project oversight and administration of all construction activities, review of submittals, coordinating activities and scheduling of work between contractors, consultants, utilities, and representing the City in working with other agencies and property owners. He worked closely with the City and permitting agencies to maintain the project schedule and ensure on-time project completion.

Appendix | Project Personnel Resumes

MCI/Verizon Fiber Densification Project for City of Pleasanton, CA

Project Manager for the utility permit process and project coordination on behalf of City with MCI/ Verizon. Steven provided utility permit application plan review and coordinated with various City departments and divisions. He also approved and issued utility permits to the contractor and provided oversight of the utility permit construction activities. Steven assisted the City engineering staff with coordination of utility work with citywide street resurfacing projects.

Staff Augmentation Experience

City of Benicia, Public Works Department

- **City Engineer – Contract (January 2017-December 2019)**
- **Assistant Public Works Director – Interim (March 2015-October 2015)**
- **Principal Civil Engineer – Interim (January 2015-March 2015)**

Oversight of Engineering Division as Contract City Engineer which includes capital improvement project review, private development review, transportation study review and financial budgeting. Supervision and oversight of water supply, water treatment, wastewater treatment, water quality, and maintenance operations as interim Assistant Public Works Director. Review of operation work plans and industrial regulatory oversights. Implementation of water meter improvement program. City liaison for regional transportation projects and programs. Update of Engineering Master Fee Rate Schedule. Review of federal and state grant proposals. Supervision and oversight of water supply, water treatment, wastewater treatment, water quality, and maintenance operations as interim Assistant Public Works Director. Review of operation work plans and industrial regulatory oversights. Implementation of water meter improvement program. Review of water and wastewater rate studies. City liaison for regional transportation projects and programs. Oversight of Engineering Division as interim Principal Civil Engineer which includes capital improvement project review, private development review, transportation study review and financial budgeting. Update of Engineering Master Fee Rate Schedule. Review of federal and state grant proposals.

Past Employment Experience

City of Dublin, Public Works Department

- **Public Works Manager (March 2008-January 2015)**

Performed a variety of tasks associated with the public works department, including administration of capital improvement project (including parks), development plan review and oversight of city maintenance operations of public roadways, drainage system, streetlights and street trees. Responsible for maintenance assessment districts and geologic hazard abatement districts. Administration of professional services contracts for maintenance operations and capital projects. Develop and prepare city operating and capital project budgets. Oversight of department program policies and procedures.

City of Dublin, Public Works Department

- **Associate Civil Engineer (July 2001-March 2008)**
- **Assistant Civil Engineer (February 1999 to July 2001)**

Manage the design and construction of various capital improvement projects including roadways and facilities. Prepare and review improvement plans, specifications and contract documents. Prepare and administer CIP budgets, staff reports, and presentations for City Council. Responsible for the City's Pavement Management Program. Administer the City's Disadvantaged Business Enterprise (DBE) Program.

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Appendix | Project Personnel Resumes

Drake Valentine

Associate Construction Manager



Drake Valentine has more than 20 years of extensive experience with public works projects. He has served as project manager, superintendent, and supervisor on multiple capital improvement and maintenance projects for the City of Benicia. His extensive, hands-on experience includes water and sewer utilities, roadway rehabilitation, drainage improvements, traffic signal maintenance, and sidewalk improvements. Drake's responsibilities have included supervision of 18 public works full-service staff, management of emergency infrastructure repairs, coordination of master plan studies, preparation of public works operations and capital improvement program budgets, oversight of public utility systems, and support services to all divisions of public works. Drake holds multiple certifications in the field of public works including Water Distribution Operator Grade 3, Collection System Maintenance Grade 4, and Hazardous Waste Operations and Emergency Response (HAZWOPER) 40 Certification.

Relevant Project Experience

Fallon Sports Park Phase 3 Project for City of Dublin, CA

Construction manager and Owner's Representative for the Fallon Sports Park Phase 3 improvements, which consisted of expanding the community sports park to 10 acres in the City of Dublin. Key project improvements include the City's first ever cricket field, sand volleyball courts, batting cage facility, ball fields, and kids' play area. Drake worked closely with the contractor and City of Dublin staff in coordinating all construction activities and managing project revisions with a goal to complete all improvements within the established budget and schedule.

Citywide Distribution Smart Meter Replacement Project for City of Benicia, CA

Drake provided support for the design and construction of water meter installation and operations to ensure compliance with the City's standard plans and specifications. He coordinated the inspections of meter installation and project schedule between property owners and contractor. He also performed a propagation study to ensure meter wireless connectivity and identified and mitigated any issues with meter identification data and communication gateway site hardware.

Street Resurfacing and Maintenance Projects for City of Benicia, CA

Drake was a superintendent responsible for the Streets Division's capital improvements projects, including street pavement repairs, striping/markings, sign replacement program, sidewalk repairs, and drainage improvements. He provided construction administration oversight of annual crack sealing program, patch paving, and support for contract resurfacing projects and administration and field oversight of SWPPP/Clean Water Program compliance. Drake was responsible for the review of all street improvements per Caltrans Standard Plans and Specifications and City

Education

Associate Degree
Management
Solano Community College
In process

Regional Government Services
Supervisor/Manager Academy
2018

Utah State University
Management and Leadership Program
2015

California State University, Sacramento
Operation and Maintenance of Wastewater Collections Systems Program
2008

Professional Affiliations

California Water Environment Association

American Water Works Association

American Public Works Association

Work History

2020-2021
Ponder Environmental Services
Safety Manager

2000-2021
City of Benicia Public Works Department
Maintenance Superintendent

1988-2000
Benicia Concrete Corporation
Construction Foreman

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Standards Plans. He prepared and submitted reports and project updates to Public Works Director and for the City Manager's weekly newsletter.

Utility Operations and Repair Projects for City of Benicia, CA

Drake provided oversight of annual budget of $3 million in operations and maintenance projects, including management of all scheduled and emergency repairs of underground utilities in accordance with regulatory guidelines and City's Standard Plans and Specifications. Projects included systemwide water distribution, sewer collection, and storm water infrastructure installation. Drake was responsible for coordination with State, local, and utility permitting agencies and performing comprehensive public outreach. He completed multiple storm water collection and system repairs using various techniques for asset rehabilitation.

Past Employment Experience

Ponder Environmental Services, Benicia, CA

- **Safety Manager (August 2020-December 2021)**

Drake's responsibilities included development of safety plans for hazardous waste mitigation procedures for company employees; review of contractor safety; oversight of subcontractor onboarding insurance documentation and Cal/OSHA regulatory logs; and obtaining and closing local agency permits for demolition and maintenance projects.

City of Benicia Public Works Department

- **Maintenance Superintendent (December 2017-August 2021)**
- **Maintenance Supervisor (September 2010-December 2017)**
- **Public Works Lead Worker/Worker (August 2000-September 2010)**

Drake's responsibilities included oversight of daily Public Works Maintenance operations including water distribution, sewer collections, streets, drainage and fleet operations; providing construction administration for public infrastructure projects; preparing and presenting maintenance operation updates to City's executive team; managing public outreach and communication regarding all public right of way activities; oversight of state, regional and local regulatory compliance for division operations; developing Request for Proposals for on-call streets, utility rehabilitation, and infrastructure replacement contracts; and oversight of the Maintenance Division's operations budgets and capital projects planning.

Benicia Concrete Corporation, Benicia, CA

- **Construction Foreman (October 1988-August 2000)**

Drake's responsibilities included preparing and placing concrete curb, gutter and sidewalk in public right of way; performing grading, compaction, and set forms for commercial driveways, residential foundations, retaining walls and landscape flatwork; and coordinating with jobsite superintendents, City inspectors, and property owners.

Awards

- 2013 & 2014 City of Benicia Exceptional Achievement Award

Certifications

- Transportation Worker Identification Credential (TWIC) Access Card Holder
- California Water Environment Association - Collection System Maintenance Grade 4 #1308211849
- Ives Certified Loader Backhoe Trainer #133799
- California Department of Health Services - Water Distribution Operator Grade 3 #2094
- HAZWOPER 40 Certification

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Appendix | Project Personnel Resumes

Lorin Jensen, PE

Senior Engineer



Lorin is a registered engineer with more than three decades of diverse public works design, construction, and project management. He has worked on and managed a wide variety of projects and programs including streets, water, sanitary sewer, clean water, utility undergrounding, facilities, and parks. Lorin brings together a depth of construction and customer service experience rarely seen in a registered engineer. His ability to see the big picture and bring stakeholders together to move projects forward has earned him high praise from owners and contractors alike.

Education
Bachelor of Science
Civil Engineering
Oregon State University
1983

Registration
Registered Civil Engineer
California - #C53342

Work History
2015-Present
Pakpour Consulting Group
Senior Engineer

1990-2015
City of Berkeley
Supervising Civil Engineer
Associate Civil Engineer
Assistant Civil Engineer
Junior Civil Engineer

1987-1990
Dillingham Construction, Inc.
Construction Engineer

Parks and Recreation Facilities

Don Biddle Community Park for the City of Dublin, CA
Project Manager and Owner's Representative for the Don Biddle Community Park which consisted of constructing a new signature 30-acre community park in the City of Dublin under a public-private partnership. The project include a community garden, great lawn, zipline play structure, Wallholla play structure, veteran's memorial, bocce court, gathering spaces, basketball courts, and tennis courts. Lorin assisted with pre-construction activities, coordinated with the landscape architect designer, provided project management on behalf of the City, and acted as the City representative and liaison with the private developer.

Fallen Sports Park Project for the City of Dublin, CA
Project Manager and Owner's Representative for the Fallon Sports Park which consisted of constructing a new 19.75-acre community park in the City of Dublin. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Jordan Ranch Park Project for the City of Dublin, CA
Project Manager and Owner's Representative for the Jordan Ranch Neighborhood Park which consisted of constructing a new 5-acre park in the City of Dublin. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Shannon Community Center Parking Lot Upgrade Project for the City of Dublin, CA
Project Manager and Owner's Representative for the Jordan Shannon Community Center Parking Lot Upgrade Project for the City of Dublin. The project consisted of reconstructing the parking lot, lighting, ADA and drainage improvements. Lorin assisted with planning and pre-construction

activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies and users of the community center.

Imagine Playground Project for the City of Dublin, CA
Project Manager and Owner's Representative for the imagine Playground Project for the City of Dublin. The project consisted of constructing a new all-abilities playground at the Dublin Sports Park. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Irrigation Central Control and Master Valve Project for Hayward Area Recreation and Park District, Hayward, CA
Project Manager and Owner's Representative for the upgrading irrigation control valves at 67 parks throughout Hayward and Castro Valley to decrease water and energy consumption. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other District consultants, and acted as the District representative and liaison with outside public agencies.

Hayward Community Garden Project for Hayward Area Recreation and Park District, Hayward, CA
Project Manager and Owner's Representative for the showcase community garden project in the City of Hayward. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other District consultants, and acted as the District representative and liaison with outside public agencies.

Storm Water

Storm Drain Trash Capture Upgrade Project for the City of Dublin, CA
Project Manager and Owner's Representative for the Storm Drain Trash Capture Upgrade Project for the City of Dublin. The project consisted the installation of two hydrodynamic separators. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Roadway

Annual Slurry Seal Project for the City of Dublin, CA
Project Manager and Owner's Representative for the 2020 Slurry Seal Project for the City of Dublin. The project consisted of placing more than 2,000,000 square feet of slurry, along with stripping and traffic loop upgrades. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

San Ramon Road Overlay Project for the City of Dublin, CA
Project Manager and Owner's Representative for the San Ramon Road Overlay for the City of Dublin. The project consisted of placing more than 10,000 tons of asphalt along San Ramon Road, along with dig out repairs, sidewalk improvements, minor drainage improvements, striping and traffic loop upgrades. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

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Appendix | Project Personnel Resumes

Roehl Barreras

Public Works Inspector



Roehl Barreras has more than two decades of experience inspecting public infrastructure for private residential and commercial development as well as the inspection of capital improvement projects including roadway construction, street resurfacing programs, community parks, and regional trails. He has acted at the single point-of-contact for agencies in the field and ensured contractors implemented proper traffic controls and stakeholder coordination. With close to more than two decades of experience of basic roadway design, constructability review, and field construction, he is an invaluable resource for design engineers. Roehl leverages his vast technical knowledge and professional experience to perform field assessments and make prompt decisions to solve complex construction issues with minimal supervision.

Education

General Engineering Courses,
City College of San Francisco

Work History

2016-Present
Pakpour Consulting Group
Public Works Inspector

2001-2016
City of Dublin
Public Works Inspector

1982-2001
California Department of Transportation
Engineering Technician

Roadway Inspection Experience

Oak Park/Monticello Improvement Project for City of Pleasant Hill, CA
Project Inspector for construction of necessary infrastructure improvements to service the new Pleasant Hill Library, sports fields, residential development, and the Pleasant Hill Middle School. Key improvements include widening existing Oak Park Boulevard roadway, upgrading traffic signals, undergrounding utilities, extending sanitary sewer, recycled water and domestic water systems, adding bicycle lanes, installing street lighting, and landscaping. The project improvements were phased in order to minimize disruption to the school as well as adjacent library and residential neighborhoods.

Amador Plaza Pedestrian Improvements for City of Dublin, CA
Project inspector for the construction of two ADA pedestrian crossings with median waiting areas, solar-powered push pedestrian buttons, and solar-powered lighted advance warning signs. Project also included restriping the roadway to accommodate the pedestrian crossings. The $250,000 project was constructed using City funds.

Various Slurry Seal Projects for City of Dublin, CA
Project inspector for an annual roadway maintenance program throughout the City. The project included up to 1.5 million square feet of slurry seal, base repairs, and crack sealing.

Water, Sanitary Sewer, Storm Sewer and Flood Control Inspection Experience

Central Contra Costa County Sanitary District Truck Line Replacement for City of Pleasant Hill, CA
City representative for a Central Contra Costa County Sanitary District Truck Line replacement project. Responsible for ensuring the contractor implemented proper traffic control and resident coordination. Acted as the

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City's single-point-of-contact. Due to the project location, the City required the contractor to work at nights adding a level of complexity for inspection.

San Ramon Road Storm Drain Bypass for City of Dublin, CA

Project inspector for the installation of one mile of 8-inch reclaimed waterline and 18-inch HDPE storm drain system. Project included a 35-foot by 300-foot bio retention pond to incorporate with the storm system, reconstructing the pedestrian and bicycle AC path, upgrading the pedestrian lighting, and enhancing the surrounding landscaping. The $1.8 million project was constructed using City and Federal funds.

Reclaim Waterline Extension for City of Dublin, CA

Project inspector for the installation of 2.5 miles of eight-inch reclaimed waterline in western Dublin along Amador Valley Boulevard, San Ramon Road, and Dublin Boulevard. Project included trench backfill and compaction, roadway restoration, and street slurry seal and striping. Responsible for project oversight and collaboration with the District's inspector. The project used open trench and directional boring construction techniques as well as requiring extensive traffic control to minimize traffic impact. Construction cost was $3 million.

Residential and Commercial Development Inspection Experience

Tananger Heights Subdivision by Denova Homes for City of Pleasant Hill, CA

Project inspector for 18 new single-family homes along Taylor Boulevard. Construction included roadway and infrastructure improvements, storm drain system detention basin, utility joint trench, street lighting, and signal installation.

CarMax Auto Dealership for City of Pleasant Hill, CA

Project inspector for the redevelopment of the DVC Plaza shopping center on Contra Costa Boulevard from a former Kmart and McDonald to a new CarMax dealership. The first phase included an 18,824-square-foot building with offices, a carwash, presentation area and service center; a 4,000-gallon underground fuel storage tank; and a nearly 2.3-acre lighted vehicle display lot. Roehl was responsible for the inspection all infrastructure and roadway improvements.

Schaefer Ranch by Discovery Builders, Standard Pacific, and Toll Brothers for City of Dublin, CA

Project inspector for 800+ high-end, single-family residential units located at the south end of Dublin Boulevard. Project included three miles of roadway and infrastructure improvements, storm drain systems, utility joint trench, street lighting, and signal installation as well as approximately 19 million yards of mass grading including dynamite blasting. Responsible for inspection and observation of the construction of a public park, preschool/daycare commercial building, and four major storm drain retention ponds.

Heritage Park for Pulte Homes for City of Dublin, CA

Project inspector for 100+ single-family residential units located along San Ramon Road and Dublin Boulevard, situated by the historical Heritage Park. Responsible for oversight of construction of concrete seismic barriers embedded in private lots.

Challenge Dairy Headquarters for City of Dublin, CA

Project inspector for a commercial office building located on Dublin Boulevard and Donlon Way. Provided grading and infrastructure inspection.



STATEMENT OF QUALIFICATIONS TO

CITY OF DUBLIN

ATTN: Julius Pickney, Management Analyst II
100 Civic Plaza, Dublin, CA 94568

Construction Management and Inspection Services
July 25, 2025

SWINERTON
MANAGEMENT & CONSULTING

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COVER LETTER

1

SWINERTON
MANAGEMENT & CONSULTING

July 25, 2025

Julius Pickney, Management Analyst II
City of Dublin, Public Works Department

Re: Construction Management and Inspection Services RFQ

Dear Mr. Pickney:

Swinerton Management & Consulting is a full-service Program and Construction Management firm that efficiently and effectively delivers the services that the City is seeking, including: design phase management, constructability reviews, compliance with regulatory and funding agencies, including the Caltrans Local Assistance Procedures Manual (LAPM) and Caltrans Construction Manual, public outreach, multi-agency coordination, scheduling, construction contract administration, inspections, materials testing coordination, quality assurance, safety, claims mitigation, contract change control, document control, commissioning and project close-out.

Swinerton has been supporting and providing CM Services to local agencies and Bay Area Cities for over 20 years, and is very familiar with City processes and procedures, goals and objectives. Since 2016, Swinerton has been providing professional services to the City of Dublin (City). Some of the projects where we have assisted the City include, but are not limited to:

- Amador Plaza Road Micro-Surfacing Inspection
- Civic Center HVAC, Roof, Fire Alarm and Data System Replacements
- Cultural Arts Center (Expected completion this year)
- Dublin Boulevard Rule 20A Utility Underground District
- Dublin Boulevard Widening
- Emerald Glen Recreation and Aquatics Complex
- On-Call Construction Management Services
- Public Safety Complex
- Tassajara Road Improvements
- Transit Center Parking Structure Feasibility Study

Swinerton's proposed team members are a high-performance team of professionals with very recent and relevant experience managing pavement rehabilitation, sidewalk, ADA curb ramp, bicycle/pedestrian improvements, traffic calming, traffic signal modifications, storm drain and sanitary sewer improvements, and other public works projects at a high level.

As Vice President, Division Manager | General Manager, I acknowledge Addendum issued on July 18th and have the ability to authorize and negotiate contracts on behalf of the firm. Should you have any questions or desire any additional information, I can be reached at (650) 483-7412 or jgee@swinerton.com.

Very truly yours,



Jeffrey S. Gee, AIA
Vice President, Division Manager | General Manager

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

2



SECTION 2

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

QUALIFICATIONS OF THE FIRM

SWINERTON MANAGEMENT & CONSULTING

The Swinerton Family of Companies, established in 1888, was incorporated in the State of California in 1908. Throughout the years, the Company has established its identity and reputation for high quality construction, integrity, customer satisfaction, financial stability and project team excellence. The family spirit and values of the Swinerton Companies has been the keystone of our successful 137-year history. These values are still apparent, having provided a consistent theme to successive generations of management, and are deeply embedded in the culture of the Company today.

- The Highest Integrity
- Customer Satisfaction
- A Safe Work Environment
- Excellence in Our People
- The Quality of Our Services

As construction projects became increasingly more complex and expensive, clients found it imperative to ensure their projects were better planned, designed and executed. Swinerton, Inc. responded to these needs in 1994 by consolidating all Program and Construction Management and Consulting services into one Division. This division has evolved into Swinerton Management & Consulting (Swinerton).

STABILITY AND FINANCIAL STRENGTH

Throughout Swinerton's history, we are proud to say that Swinerton has remained strong and steadfast. Thanks to the Company's robust financial health and our breadth of work within positive sectors such as education, Public Works, healthcare and multi-family housing, Swinerton today is one of America's most stable Construction Service companies. The Swinerton Family of Companies revenues were over $4.3 Billion in 2024.

DEPTH OF ORGANIZATION - EMPLOYEE RESOURCES

Swinerton currently employs over 4,300 employees, with offices in 23 major cities nationwide. As owners of the company, Swinerton's employees have a vested interest in outstanding performance. Their personal sense of ownership generates extra effort, dedication, and a collaborative team attitude that delivers significant value to clients — going well beyond just dollars and cents. All resources of the Swinerton Group are available to support the project team in any and all disciplines.

IN-HOUSE RESOURCES

All resources of the Swinerton family are available to support our project teams in any and all disciplines, including: Estimating, LEED/Sustainability, Solar Solutions, HazMat, Constructability Reviews, Risk Management, Safety / Environmental, BIM / VD&C, Community Outreach and MEP Coordination.

PUBLIC SECTOR EXPERIENCE

At our core, Swinerton's mission is to represent clients on their design and construction programs and projects. We do not represent builders, architects or engineers – we represent Owners. With over 95% of our portfolio based on public sector clients, we understand the public scrutiny that elected officials, County and City leaders and administrators are tasked with when spending public funds. Our Swinerton Core values of Integrity, Leadership, Passion and Excellence guides every Team member in what we do.

SAMPLES OF PUBLIC WORKS EXPERIENCE

- City of Dublin | On-Call Construction Management and Inspection Services | $25 Million
  Scope of services are comprehensive and included planning; project implementation; design management; coordination with City, Utilities, environmental clearances, and regulatory agencies; permitting, bid management and evaluation; award recommendations; management of regional funds; coordinate with LEED Coordinator, Commissioning Agent, Hazardous Abatement Environmental Monitoring consultant, Inspector of Record and special inspection firms; assist City with Groundbreaking event; and construction management of various projects. Projects included:
  - Dublin Blvd Widening
  - Dublin Blvd Rule 20A Utility Underground District
  - Emerald Glen Recreation & Aquatic Center Litigation & Claims Avoidance
  - Civic Center HVAC Replacement, Design Build
  - Citywide Private Development Encroachment Permit Inspection Services
  - Tassajara Road Improvements
  - Amador Plaza Road Micro-Surfacing Inspection Services
  - Essential Facilities Building Seismic Retrofit
  - Move Management of the Fire Administration Dept.
- City of Dublin | Public Safety Complex - County of Alameda Fire & Police Facilities | $15.3 Million
  Provided comprehensive Design Management and Construction Management of the Dublin Public Safety Complex consisting of a 39,000 square-feet building which houses Alameda County Fire Department Administration and City of Dublin's Police Station. Scope also included electrical, emergency power, solar power, mechanical, plumbing, security and structural improvements; parking lot improvements; relocation of site utilities; civil and landscape improvements.
- City of Richmond | Terminal 4 Wharf, Warehouse and Piling Removal | $7.3 Million
  Construction Management services include daily onsite inspection and observation, photo documentation, preparing daily reports, coordination with biological monitoring, turbidity monitoring, marine mammal monitoring, submittal and RFI tracking, schedule monitoring, change order review and negotiation, bid item quantity tracking and progress payment review and acceptance.
- City of Richmond | Via Verdi and San Pablo Creek Culver Restoration | $8 Million
  A culverted section of San Pablo Creek, underneath Via Verdi (Street) collapsed without warning in Spring of 2010. The sinkhole was approximately about 120 feet long, 40 feet wide, and 30 feet deep. Via Verdi (Street) serves as the only ingress and egress for a neighborhood of about 85 single family homes and 100 apartments. Scope of work included removing the temporary channel; constructing a new permanent headwall; constructing a permanent culvert; tying the headwall to the permanent culvert and the permanent culvert to the transition headwall; installing Engineered Fill; constructing Via Verdi; and restoring the private parcel to its original condition.
- City of South San Francisco | Orange Memorial Park Storm Water Capture/Treatment/Infiltration and Reuse | $10+ Million
  The scope of work included captured storm water from Colma Creek which is a concrete lined channel for treatment, infiltration and reuse. This project not only removed toxic chemical from the storm water, but it helps downstream inundation. Mercury, PCB and trash are extracted from the diverted flow which helps downstream water quality. Portion of the water is stored in an underground cistern for further treatment and reused for irrigation. The remainder is directed into a vast infiltration gallery to recharge the ground water system.

Full length project sheets of the following projects provided in Appendix:

- City of Brentwood | Civic Center | $43 Million
- City of Concord | BART Sanitary Sewer Upgrade | $3.9 Million
- City of Concord | Grant St - East St Pavement Rehabilitation | $5.5 Million
- City of Concord | Residential Pavement Phase A | $8.5 Million
- City of Martinez | On-Call Construction Management & Inspection Services | $11 Million
- City of Richmond | Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood | $7.5 Million
- City of South San Francisco | Orange Memorial Park Sports Field | $12.6 Million

REFERENCES

3



SECTION 3

REFERENCES

CITY OF CONCORD | ON-CALL COMPREHENSIVE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS ROADWAYS | INFRASTRUCTURE | PARKS | BUILDING PROJECTS

Scope of services are comprehensive and includes pre-planning, programming, project implementation and prioritization, development of budgets and schedule, community outreach, design management, coordination with City and regulatory agencies, prequalification, CalTrans, permitting, bid management, preparation of RFQ's and RFP's to initiate environmental studies and design, construction management and project close-out. The program involves roadways, building improvements, parks, trails and pathway improvements, sewer rehabilitation, annual paving and street resurfacing program, ADA improvements, sewer repairs, utilities, pavement resurfacing and restroom modifications.

Bernard Enrile | Capital Improvement Program Manager | City of Concord
925.671.3031 | bernard.enrile@cityofconcord.org

CITY OF RICHMOND | YELLOW BRICK ROAD PEDESTRIAN AND BICYCLE IMPROVEMENTS PH 1&2

Swinerton Management and Consulting was selected to provide Construction Management and Inspection Services to the City of Richmond for the Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood Project. This project is the result of the vision by neighborhood teenagers that wanted safer paths of travel to and from their homes to their schools and parks. The project was designed and closely coordinated with POGO Park, a non-profit organization in Richmond that has been integral in improving the neighborhoods in Richmond. They were able to secure the Federal funding through an ATP Grant and State funding from an Urban Greening Grant.

Wendy Wellbrock, PE | Senior Civil Engineer | City of Richmond
510.307.8108 | wendy_wellbrock@ci.richmond.ca.us

CITY OF SOUTH SAN FRANCISCO | CAPITAL IMPROVEMENT PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES

Program and Construction Management services for the City's Capital Improvement Program, delivering infrastructure improvements to the City's transportation network, sewer and stormwater, utilities, parks and public buildings. Swinerton Management & Consulting is serving as the Program Manager on over 38 projects including park improvements, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and stockpile shelter. Working with the City staff on all aspects of the Capital Improvement Program delivery, from project definition and feasibility studies to estimating, obtaining permits, project coordination with City departments, RFP preparation, design management, schedule and budget management, bid management including bid marketing, solicitation and award, writing staff reports, meeting with stakeholders, managing the construction and inspections, grant administration and project close-out.

Matthew Ruble | Principal Civil Engineer | City of South San Francisco
650.829.6671 | matthew.ruble@ssf.net

KEY STAFF MEMBERS

4



SECTION 4
KEY STAFF MEMBERS

We have proposed a Team of seasoned and talented professionals that has the right blend of recent and relevant experience and knowledge with public works projects to successfully provide services for the City's projects. Their experience is comprehensive and includes: project coordination, construction management and inspections, federally funded projects, grant writing, underground utilities, roadways, safety improvements, pedestrian and bicycle improvements, interchanges, intersections including sidewalks, curbs, ramps, gutters, and medians, pavement maintenance, traffic calming, ADA upgrades, and repair of levees and creeks.

JEFFREY GEE, AIA | PRINCIPAL-IN-CHARGE Mr. Gee has over 43 years of experience leading and directing design, construction and development projects in the public sector and is a licensed Architect. He will ensure that our team has all the resources of the Swinerton family of companies available in the successful delivery of this project.

ROBERT ADDIEGO, CCM, LEED AP | PROJECT EXECUTIVE Mr. Addiego has over 30 years of experience providing project and construction management services on all types of infrastructure projects. Mr. Addiego will lead the Swinerton Team. He has previously worked with local cities and counties and has a very good knowledge of the municipal policies, processes and procedures.

OSCAR ZHAO, PE, CCM | RESIDENT ENGINEER & PROJECT MANAGER Mr. Zhao, a licensed Professional Engineer, brings over 10 years of construction management experience having worked on several notable projects including the City of San Francisco's International Airport that included several boarding bridges and foundations, BART 19th Street Station Renovation in Oakland, and the BART earthquake Safety Program Fruitvale Station and Coliseum Station in Oakland, CA. Most recently, Mr. Zhao is working on the City of Concord's Willow Pass Road Pavement Project, the Willow Pass Sewer Capacity Improvements Project and the Residential Pavement B Project. Mr. Zhao is performing the construction administration and management including document control and maintaining the project files. He also coordinated with the City, Contractor and local utility companies and is overseeing the contractor's progress and managing the project schedule and budget. **Mr. Zhao will be your day-to-day contact.**

SRUSHTI VELUVOLU | PROJECT MANAGER Ms. Veluvolu is a well-rounded, process-oriented project management professional experienced in large infrastructure projects. She is highly skilled in managing construction timelines and costs using various Project Control methods. She has a keen eye for design, sequence of activities, and critical constructability issues.

JEFF NEUENBURG, EIT | ASSISTANT PROJECT MANAGER Mr. Neuenburg has over 13 years of experience in the construction industry in the practice of pavement inspection, soils observation and testing, and concrete testing. His variety of experience includes major transportation infrastructure projects including pavement treatments such as Full Depth Reclamation (FDR) and Cold-in-place Recycling (CIR). In addition, he has significant experience with ADA curb ramps, sewer replacement, storm drain replacement, pipe bursting and cured-in-place pipe.

BILL COLETTO, P.E., QSD/QSP | SENIOR CONSTRUCTION INSPECTOR Mr. Coletto has over 30 years of experience and is a seasoned construction professional. Mr. Coletto had previously worked with the City delivering critical projects including, but not limited to: Dublin Boulevard Widening, Public Safety Complex, and Civic Center HVAC and Roofing Replacement. His seasoned and expert knowledge of best practices in construction management have benefited clients by way of project cost savings, schedule acceleration and improvement of overall project quality.

TERRACON | MATERIALS TESTING AND INSPECTION SERVICES Terracon is a 100% employee-owned consulting engineering firm that has been providing quality services to Northern California clients since 1987.

Terracon's Laboratories feature a fully certified Caltrans Lab. Their independent laboratory accreditations include AASHTO, AMRL, CCRL, DSA, USACE, CMEC, A2LA, IAS, and NVLAP. In addition, our Quality Management System (QMS) has been reviewed as appropriate for projects requiring NQA-1 compliance.

CURRENT WORKLOAD AND AVAILABILITY

It is our commitment to the City that your services will take first priority over any other work of the assigned staff members throughout the duration of the projec

WORK APPROACH

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SECTION 5

WORK APPROACH

COMMUNICATION IS A KEY GOAL TO PROJECT SUCCESS

Swinerton's success record is largely due to its ability to develop a team environment with all project stakeholders. We place a special emphasis on communication. Effective communication is the cornerstone of Swinerton's long-standing relationships with our Clients and our ability to successfully deliver projects within the parameters set by each client. Our goal is to communicate fully with all project team members to not only keep everyone informed, but to also mitigate impacts to the project and the public.

COMMUNITY OUTREACH AND COORDINATION

Likewise, in partnership with the City and its Consultants, we will assist with community outreach, inclusive of Project Notifications to keep the public informed, and manage any general communications with the public to ensure that the Outreach Program is successfully implemented. We will ensure notifications and coordination with the local schools, the local residents, businesses, USPS, local agencies, other utility companies, transit agencies, trash collection, and first responders so that they are all informed of the work planned and in progress.

The project schedule, order of work, location of work, type of work and any potential traffic impacts can be shared via social media to help keep the community informed. To further promote positive feedback from the Community, we will ensure that the Contractor is in compliance with the Noise Control, Dust Control, and Air Pollution Control specifications. These requirements will be especially important when noisy, dusty operations take place. We will monitor such activities in the field closely and notify the Contractor if additional effort is needed to meet the requirements.

CONSTRUCTION MANAGEMENT / RESIDENT ENGINEER SERVICES

- The Swinerton Team will provide all necessary construction management, administration and onsite inspection per the RFP's Scope of Services to ensure the project is high quality, completed on time and within budget and with positive feedback from the communities and project stakeholders.
- As part of the First Order of Work, we will review the Contractor's submittals and submittal log, with particular attention to:
  - Contractor's proposed schedule with respect to order of work, Construction sequencing and work locations, and potential impacts to traffic and other critical items including weather contingencies and backup equipment and suppliers.
  - Contractor's work plans and traffic control plans for performing the various scopes of work.
  - Contractor's details in their Traffic Control Plans (TCP) including pedestrian, bicycle and vehicular accessibility.
- Swinerton will take a proactive approach in meeting with the Contractor prior to working on site to ensure that they are abiding by the work hours and lane closure requirements. We will also meet regularly with their Superintendent to ensure that noise and dust control measures are in place prior to work starting each day.
- We will verify that all Traffic Control measures are in place per the approved Traffic Control Plan(s) prior to work starting.
- We will confirm any lane closures or detours, and that arrow and changeable message boards are properly in place in advance of the work.

ANTICIPATED INVOLVEMENT WITH CITY STAFF

Swinerton's goal is to keep the City regularly informed of the project progress and to advise staff promptly of important events or changes (i.e. avoid surprises). We envision Engineering staff involvement to be intermittent during the week, with attendance at the weekly progress meetings and occasional field visits if City decision-making is needed for work that differs from the planned scope. We also will coordinate with the City's Traffic Engineering Division and Public Works Department during the project to ensure that all aspects of the project are completed to the City's expectations. At the same time, with our experience with the City protocols and procedures, we are able to work independently and get the job done without taking up valuable staff time.

CONTRACT ADMINISTRATION / DOCUMENT CONTROL

PROJECT DOCUMENTATION

Swinerton will provide all the construction contract administration for every project assignment. Accurate and complete records of events, discussions and decisions made throughout the course of the project are critical in reporting and responding to informational requests.

MONTHLY PAYMENT APPLICATIONS

Monthly payment requisitions will be based on work "put-in-place" and will be verified on a bid item basis. Our primary review will be to ascertain that the work has been completed, and that nonconforming work, if any, has been corrected; that relevant financial, legal and administrative procedures are complied with, together with other necessary monthly documentation.

CHANGE ORDER MANAGEMENT

A good understanding of the construction process is a prime ingredient for success in claims avoidance, requiring the participation of all project team members throughout the life of the project. Claim mitigation starts in the preconstruction phase of the project by ensuring that complete and accurate documents are issued for bidding purposes. Depending on the nature of the change, an impact assessment will be performed. Should a change order or potential claim arise, this review will be the basis for development of a course of action for resolving the potential claim.

PROGRESS REPORTING

Swinerton will prepare regular reports, if requested, detailing project progress, and status on budget, change orders, RFI, submittals, log of pending issues, CPM schedule updates, and other project information including progress photos.

PRECONSTRUCTION | WEEKLY MEETINGS

Swinerton will conduct a Preconstruction (Kick-off) Meeting with the City, Contractor and key stakeholders to ensure clear and thorough communication of the project's requirements, expectations, and the City's objectives. We will discuss the Contract Documents and confirm compliance with all requirements, including any state or federal regulations (if applicable). Conducting the Preconstruction Meeting will reveal any project issues, constraints, or challenges related to the field conditions, project plans and specifications, budget or schedule. We will also chair weekly progress meetings with the City's representative, the design team, the Contractor and all necessary parties. Project procedures, progress, inspections, challenges, scheduling, public notifications and any other issues will be discussed during these meetings.

MATERIALS TESTING AND SPECIAL INSPECTIONS

Swinerton will provide daily inspection of all construction work and review of materials delivered prior to installation or placement for compliance with the Contract Documents. Daily reports will be prepared detailing the activities planned and actual work performed, workers and equipment on site, hours worked, materials delivered, field communications, issues that arise, and photos of work performed.

Swinerton's subconsultant, Terracon, will provide special inspections, sampling and materials testing. The Special Inspector will be called for inspection of any item of work in accordance with the City's QAP, Caltrans requirements, or the Special Provisions, as required. They will perform inspection, sampling and materials testing per Caltrans requirements and standards. Terracon will provide field daily reports and material test results in a timely manner and will immediately call out any deficiencies or non-compliance items.

QUALITY CONTROL | QUALITY ASSURANCE

Construction quality begins before the Design Team begins any design work. Quality starts with the City's, Caltrans' standards and guidelines and ensuring that the City's General Requirements and Special Provisions prescribe quality as an achievement to be accomplished during construction. If the construction plans and specifications do not have quality built into them, it will be very difficult to achieve quality throughout the construction process. Swinerton, Terracon and Traffic Patterns will review the project and will ensure that the contractor is in compliance with the Contract Documents. Towards this goal, we are committed to quality, and have a corporate champion dedicated to construction quality. The role of our Quality champion is to ensure that our major projects and assignments have recommended QA/QC specifications, that projects have quality assurance plans, and that staff is properly trained.

SAFETY

Our experience has shown us that a true commitment to safety is essential to the success of a project. Swinerton corporate safety officer will review and audit the contractor's safety plan and make appropriate recommendations. Each member of the contracting team will be required to have a company safety program that is implemented in the field. Swinerton was awarded the 'Star' status by OSHA as the First Voluntary Protection Program (VPP) participant allowing it to self-monitor its projects for safety.

PROJECT CLOSE-OUT AND COMMISSIONING

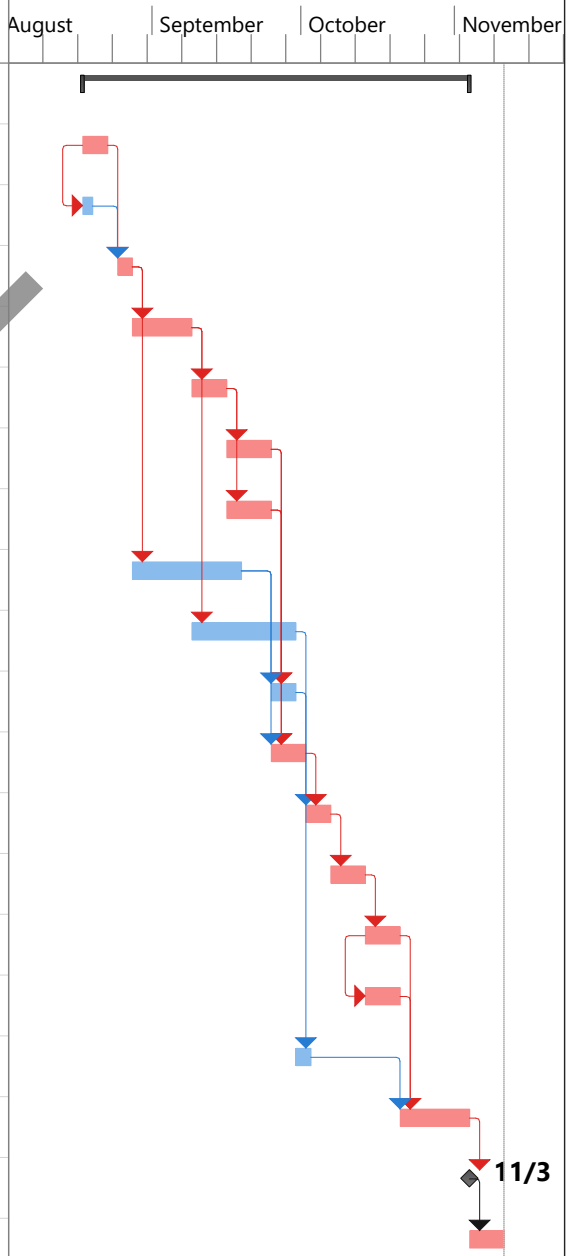
During project close-out, we will administer the preparation of Certificates of Substantial and Final Completion (if applicable), including any necessary certifications or occupancy procedures of regulatory authorities. We will determine the value of any incorrect work and make recommendations on correcting the work, if necessary.

PROJECT SCHEDULE

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SAMPLE PROJECT SCHEDULE for the CITYWIDE BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT

ID	Task Mod	Task Name	Duration	Start	Finish
1		**Citywide Bicycle & Pedestrian Improvements Project**	**55 days**	**Mon 8/18/25**	**Mon 11/3/25**
2		Mobilization	5 days	Mon 8/18/25	Fri 8/22/25
3		WPCP / Install BMP's	2 days	Mon 8/18/25	Tue 8/19/25
4		Clear & Grub	3 days	Mon 8/25/25	Wed 8/27/25
5		Demolition / Prep for New Concrete Improvements	7 days	Thu 8/28/25	Mon 9/8/25
6		Grade and Form new Concrete Improvements	5 days	Tue 9/9/25	Mon 9/15/25
7		Pour Concrete C+G, Sidewalk, Driveway, Valley Gutter	7 days	Tue 9/16/25	Wed 9/24/25
8		Pour Curb Ramps	7 days	Tue 9/16/25	Wed 9/24/25
9		Construct Storm Drain Inlets / Manholes / Piping	15 days	Thu 8/28/25	Thu 9/18/25
10		Construct RRFB Infrastructure / Street Light Mods	15 days	Tue 9/9/25	Mon 9/29/25
11		Cold Plane Asphalt Concrete	3 days	Thu 9/25/25	Mon 9/29/25
12		Roadway Excavation / Remove Existing Asphalt Concrete	5 days	Thu 9/25/25	Wed 10/1/25
13		Prep / Place New HMA	3 days	Thu 10/2/25	Mon 10/6/25
14		Adjust Utilities	5 days	Tue 10/7/25	Mon 10/13/25
15		Install New Striping / Pavement Markings	5 days	Tue 10/14/25	Mon 10/20/25
16		Install Signage	5 days	Tue 10/14/25	Mon 10/20/25
17		Start-up / Commission RRFB and Street Light Mods	3 days	Tue 9/30/25	Thu 10/2/25
18		Punch List	10 days	Tue 10/21/25	Mon 11/3/25
19		Final Inspection / Substantial Completion	0 days	Mon 11/3/25	Mon 11/3/25
20		Project Close-out	5 days	Tue 11/4/25	Mon 11/10/25



SAMPLE

RATE SCHEDULE

7



SECTION 7

RATE SCHEDULE

SWINERTON'S PRICING PHILOSOPHY

Swinerton's philosophy on pricing is based on collaborating with our Clients and developed with a thorough understanding of the services that are required that will meet the Client's budget. We look at the types of services and tasks, the duration of the assignment, and customize our fees according to those needs. In collaboration with our Clients, a scope of services is defined, project schedule and a staffing plan is developed, adjusted for workload, and then fees are developed.

	2025 Hourly Rate Range 7/1/25 - 6/30/26		2026 Hourly Rate Range 7/1/26 - 6/30/27		2027 Hourly Rate Range 7/1/27 - 6/30/28		2028 Hourly Rate Range 7/1/28 - 6/30/29		2029 Hourly Rate Range 7/1/29 - 6/30/30	
Administrative Manager	$ 114	$ 166	$ 118	$ 171	$ 121	$ 176	$ 125	$ 181	$ 129	$ 187
Project Executive	$ 207	$ 344	$ 213	$ 354	$ 220	$ 365	$ 226	$ 376	$ 233	$ 387
Program Manager	$ 207	$ 344	$ 213	$ 354	$ 220	$ 365	$ 226	$ 376	$ 233	$ 387
Sr. Project Manager	$ 181	$ 303	$ 187	$ 312	$ 192	$ 321	$ 198	$ 331	$ 204	$ 341
Project Manager	$ 171	$ 256	$ 176	$ 264	$ 181	$ 272	$ 187	$ 280	$ 192	$ 289
Asst. Project Manager	$ 148	$ 222	$ 153	$ 229	$ 157	$ 236	$ 162	$ 243	$ 167	$ 250
Sr. Construction Manager	$ 181	$ 303	$ 187	$ 312	$ 192	$ 321	$ 198	$ 331	$ 204	$ 341
Construction Manager	$ 171	$ 256	$ 176	$ 264	$ 181	$ 272	$ 187	$ 280	$ 192	$ 289
Asst. Construction Manager	$ 148	$ 222	$ 153	$ 229	$ 157	$ 236	$ 162	$ 243	$ 167	$ 250
Sr. Construction Inspector	$ 171	$ 256	$ 176	$ 264	$ 181	$ 272	$ 187	$ 280	$ 192	$ 289
Construction Inspector	$ 139	$ 232	$ 143	$ 239	$ 148	$ 246	$ 152	$ 253	$ 157	$ 261
Sr. Project Engineer	$ 126	$ 188	$ 129	$ 194	$ 133	$ 200	$ 137	$ 206	$ 141	$ 212
Project Engineer	$ 99	$ 147	$ 102	$ 152	$ 105	$ 156	$ 108	$ 161	$ 111	$ 166
Sr. Financial Controls Manager	$ 165	$ 247	$ 170	$ 255	$ 175	$ 262	$ 180	$ 270	$ 185	$ 278
Financial Controls Manager	$ 144	$ 168	$ 149	$ 173	$ 153	$ 178	$ 158	$ 183	$ 162	$ 189
Sr. Project Field Administrator	$ 114	$ 166	$ 118	$ 171	$ 121	$ 176	$ 125	$ 181	$ 129	$ 187
Project Field Administrator	$ 99	$ 147	$ 102	$ 152	$ 105	$ 156	$ 108	$ 161	$ 111	$ 166
Corporate Manager of Project Controls	$ 424		$ 437		$ 450		$ 464		$ 478	
Scheduler/Claims Principal	$ 281		$ 290		$ 298		$ 307		$ 316	
Sr. Scheduling/Claims Associate	$ 238		$ 245		$ 252		$ 260		$ 268	
Scheduling/Claims Associate	$ 188		$ 194		$ 200		$ 206		$ 212	
Scheduling/Cost Analyst	$ 182		$ 188		$ 193		$ 199		$ 205	
Scheduler	$ 145		$ 150		$ 154		$ 159		$ 163	
Intern Scheduler	$ 103		$ 106		$ 109		$ 113		$ 116	
Chief Estimator	$ 232		$ 239		$ 246		$ 253		$ 261	
Sr. Cost Estimator	$ 221		$ 228		$ 235		$ 242		$ 249	
Cost Estimator	$ 191		$ 196		$ 202		$ 208		$ 214	
Intern	$ 93		$ 95		$ 98		$ 101		$ 104	

Swinerton's Standard Hourly Rates are all-inclusive of overhead, laptop computers, cell phones, travel within the greater Northern California Area, office supplies, etc. Expenses that are not included in our hourly rates would be costs of any specialized software licenses/computer programs required by our Clients. Additional reimbursable items, if any, would be invoiced at cost to the Client.

With the exception of our administrative support staff, all of our positions are exempt. This means that there are no overtime or holiday rates. In addition, there are no premium costs for managing work during weekends or holidays, and as a consultant, there are no overtime premiums.

ACCEPTANCE OF AGREEMENT AND INSURANCE REQS

8



SECTION 8

ACCEPTANCE OF AGREEMENT AND INSURANCE REQS

Swinerton Management & Consulting takes no exceptions to the City of Dublin's Standard Consulting Agreement and insurance requirements.

APPENDIX
RESUMES
PROJECT SHEETS

9

Robert Addiego, CCM. LEED AP

PROJECT EXECUTIVE

Mr. Addiego has over 30 years of experience in project management, construction management, and project controls covering all project phases. He has extensive experience with municipal and City projects, such as infrastructure, annual paving and pavement maintenance projects, streetscape improvements, traffic signal improvements, bicycle/ pedestrian trails, creek rehabilitation, environmental restoration, civic buildings, community centers, and building renovations and remodels. He also has experience with underground utility projects such as sanitary sewer and storm drain improvements, dry utilities, ADA improvements, green infrastructure, and private projects. He has qualified knowledge in commercial, local, State and Federally funded projects, including CalTrans Local Assistance projects. He also has a skilled and proficient background in project scheduling, cost tracking and forecasting, trend analysis, and earned value analysis. His emphasis is Client-centric and his project management skills focus on contract administration, project documentation, contractor and subcontractor coordination and project performance, as relates to budget and schedule. Mr. Addiego is a Certified Construction Manager and LEED Accredited Professional.

PROJECT EXPERIENCE

City of Concord, Residential Pavement Maintenance Phase B, Concord, CA
The work to be done in general consists of mobilization; traffic control; water pollution control program; clearing, grubbing and root pruning; concrete sidewalk, curb & gutter removal, concrete curb ramp placement, new concrete sidewalk, curb & gutter, cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; crack sealing; lowering and adjusting utility covers to finish grade; removal and replacement of traffic striping; and removal and replacement of roadside signs. $2.8 Million.

City of Concord, Residential Pavement Maintenance Phase A, Project Nos. 2516, C2517, 2561, 2562, 2563, Concord, CA
Construction Management services for Residential Pavement Maintenance Phase A scope of work that included mobilization, traffic control, water pollution control, demolition, crack sealing, cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; removal and replacement of concrete sidewalk, curb, gutter, curb ramps, driveways and valley gutters; pruning and removal of tree roots; lowering and adjustment of utility covers to finish grade; removal and replacement of traffic striping and pavement markings; relocating roadside signs; and installing new video detection systems.
$8.5 Million.

City of Concord, Grant Street | East Street Pavement Rehabilitation, Project No. 2525, Concord, CA
Comprehensive Construction Management and Inspection Services for the pavement rehabilitation on Grant Street from Broadmoor Avenue to High School Avenue, and East Street from High School Avenue to Salvio Street. Scope of work also included the installation/upgrades of curb ramps at intersections, minor concrete repairs, storm drain and utility adjustments, bio-retention basin, replacement of traffic signal loops with vehicle detection cameras, adjustment of pedestrian push buttons to meet accessibility standards, restriping, bicycle facilities, and installation of high visibility crosswalks. $5.5 Million.

City/Port of Richmond, Terminal 4 Wharf, Warehouse, and Piling Removal Project, Richmond, CA
Construction Management services include daily onsite inspection and observation, photo documentation, preparing daily reports, coordination with biological monitoring, turbidity monitoring, marine mammal monitoring, submittal and RFI tracking, schedule monitoring, change order review and negotiation, bid item quantity tracking and

EDUCATION

B.S., Engineering
Technology Construction Management, CSU, Sacramento, CA

AFFILIATIONS | CERTIFICATIONS

LEED Accredited Professional

OSHA Hazwoper 40-Hour Hazardous Waste Training

OSHA Hazwoper 8-Hour Refresher

CCM, Certified Construction Manager, (CMAA) Construction Management Association of America

American Public Works Association (APWA)

REFERENCES

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Senior Civil Engineer, Current Development | City of Concord | 925. 671-3031
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PROJECT EXPERIENCE (CONTINUED)

progress payment review and acceptance. Swinerton is maintaining close coordination with the City, Contractor and other stakeholders to notify them of the work schedule. This project also requires correspondence and close coordination with the regulatory agencies and funding agencies as the project must the comply with strict environmental requirements. Coordination with the City/Port and designer is also critical to ensure Contractor compliance with the plans, specifications, and environmental permits. $7.3 Million.

City of Albany, Marin Avenue Pavement and Curb Ramp Rehabilitation Phase 1, Albany, CA
The work, in general, consists of traffic control, environmental protections, clearing and grubbing, restoring City survey monuments, adjustment of valve boxes and utility boxes, new storm drain improvements including drain inlets and manholes, potholing and protection of underground utilities, concrete curb ramps, concrete sidewalks, cold milling asphalt pavement, removal of full-depth asphalt pavement, subgrade preparation, HMA overlay, HMA full-depth placement, curb paint, and traffic striping and markers. $2 Million.

City of Albany, Masonic Intersections (Ohlone Trail Safety Improvements), Albany, CA
The project consists, generally, of intersection safety improvements at two major intersections, including but not limited to traffic signal, striping, and curb ramp improvements, installation of new signal poles, signals, controller cabinets and pedestals, pedestrian push buttons, touchless countdown pedestrian heads, vehicle detection GPS based emergency vehicle preemption system, and vehicle detection cameras. $750,000.

City of Concord, Citywide Traffic Systems Upgrade, PJ2493, Concord, CA
Construction Management and Inspection Services for the City's Citywide Traffic Systems Upgrades. The scope of work is for traffic signal hardware upgrades at various locations throughout the City of Concord. Scope of work includes traffic control, water pollution control program, clearing and grubbing, removing and salvaging signal equipment, abandoning signal cabinet foundations, installation of conduit, pull boxes, cabinet foundations, push button post foundations, signal hardware upgrades, installation of City-furnished controllers and signal cabinets and PG&E coordination. $2 Million.

City of Concord, Pavement Maintenance Program Zone 4, PJ2444, Concord, CA
The scope of work consisted of mobilization, traffic control, water pollution control program, placement of rubberized hot mix asphalt (RHMA); removal and replacement of hot mix asphalt (HMA), removal and replacement of concrete sidewalk, curb and gutter, curb ramps, driveways and valley gutters, pruning and removal of tree roots, root barrier installation, lowering and adjustment of utility covers to finish grade, removing and replacing speed humps, removal and replacement of traffic striping and pavement markings, and removal and replacement of roadside signs. Swinerton's scope of services included oversight of the general contractor's work, safety program, construction administration, including processing RFI's and submittals, preparing pay applications, negotiating change orders, monitoring daily activities and preparing weekly statements of work days; field inspections, special inspections including concrete sampling and testing, HMA base repair inspections, RHMA-G sampling and testing, photographic documentation, and utility coordination with CCWD and PG&E. Community Outreach and coordination were critical as the work was located within the Walnut Country subdivision, which required close coordination with the homeowner's association, Cowell HOA, and the residents. $2.2 Million.

City of Richmond, Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood, Richmond, CA
Construction Management and Inspection Services. This project is the result of the vision by neighborhood teenagers that wanted safer paths of travel to and from their homes to their schools and parks. The project was designed and closely coordinated with POGO Park, a non-profit organization in Richmond that has been integral in improving the neighborhoods in Richmond. They were able to secure the Federal funding through an ATP Grant and State funding from an Urban Greening Grant. The project scope of work included installing raised intersections, raised crosswalks, non-raised crosswalks, traffic circles, bus stop pads, curb bulbouts, curb and gutter, sidewalks, driveways, curb ramps, medians, asphalt concrete pavement, textured colored asphalt concrete pavement, slurry seal, base repairs , storm drain manholes and junction structures, catch basins and inlets, storm drain pipes, valve boxes, valve and utility box and manhole adjustments, signing and striping, bike lanes, bike boulevards, traffic signals, pedestrian hybrid beacons (PHB), other warning devices, lighting, and relocating traffic signals and cabinets. Swinerton's scope of work included resident engineering tasks, field inspections, document control, Caltrans Local Assistance administration, coordination with local utility companies, public outreach, coordination with local schools and hospital, monitoring submittals and

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PROJECT EXPERIENCE (CONTINUED)

RFI's, budget and schedule management, conducting weekly meetings, providing weekly updates to the City Manager's office, quality assurance and special inspections and materials testing. $7.5 Million.

City of Concord, Civic Center Roof Replacement, Concord, CA
Construction Management services for the a roof replacement of the existing Library Building located on the Concord Civic Center campus in Concord, CA. The scope of work will consisted of site mobilization (including temporary fencing), removal of the existing wood shingle and modified bitumen roofing systems, removal of flashings, downspouts, trims, inspection of existing substrate once exposed, repair and replacement of portions of the existing substrate, installation of new underlayment substrate to receive new composition shingle and single ply roofing systems, installation of new flashings, gutters, downspouts, and trims, painting and sealing as noted on the drawings, and prep and re-painting of the concrete entrance canopy structure located at the main entrance of the library. This work included all preparation, materials and accessories, clean up, conformance to existing conditions necessary for a complete and functional installed new roof systems. $260,000.

City of Concord, Citywide Traffic Systems Upgrade, PJ2493, Concord, CA
Construction Management and Inspection Services for the City's Citywide Traffic Systems Upgrades. The scope of work is for traffic signal hardware upgrades at various locations throughout the City of Concord. Scope of work includes traffic control, water pollution control program, clearing and grubbing, removing and salvaging signal equipment, abandoning signal cabinet foundations, installation of conduit, pull boxes, cabinet foundations, push button post foundations, signal hardware upgrades, installation of City-furnished controllers and signal cabinets and PG&E coordination. $2 Million.

City of Pleasanton On-Call Construction Management Services, MCI/Verizon Business Fiber Optics Densification, Pleasanton, CA
Swinerton was awarded an On-Call Contract with the City of Pleasanton in 2016 to provide Construction Management and Inspection Services on an as needed basis. Provided oversight on the MCI/Verizon Business Fiber Optics Densification at various sites that included the installation 3" flexible conduit mostly by directional boring. Open trenching was also performed. The project installed 72 strand optical fiber cable and monitored traffic control procedures. Coordinated with local utilities, potholed utilities, replaced AC pavement, concrete curb & gutter, sidewalks, ADA ramps, street signs, landscaping, fencing and irrigation that was demolished for cable installation. The MCI/Verizon Densification included eight projects | segments. $1 Million.

City of Concord Downtown Sanitary Sewer Upgrade Phase III Project PJ2407, Concord, CA
Comprehensive construction management services. The project was completed under the City's Sanitary Sewer repair program and required close coordination with the City's Sewer Department, Infrastructure and paving crews. This project was performed just after the COVID-19 shelter-in-place orders were issued, therefore close coordination with the contractor crews and the public were extremely important. Following County-issued COVID-19 requirements was critical to keeping the crews and public safe. $2.3 Million.

City of Concord, Diamond Boulevard Pavement Rehabilitation, PJ2422, Concord, CA
The scope of the work consisted of traffic control, pedestrian detours, staging of pavement rehabilitation work (daytime and night hours), water pollution control, clearing and grubbing, curb, gutter, curb ramp and sidewalk demolition, new concrete curb ramps, pass-throughs, islands and curb and gutter, concrete valley gutter, asphalt concrete removal, hot mix asphalt (HMA) placement, base repairs, pedestrian push buttons, new traffic signal video system, and new pavement striping and markers. $400,000.

City of Concord, BART Area, Sanitary Sewer Upgrade, PJ2406,Concord, CA
The project was completed under the City's Sanitary Sewer repair program and required close coordination with the City's Sewer Department, Infrastructure and paving crews. Scope of work consisted of mobilization, traffic control, storm water pollution control, potholing of existing utilities, clearing and grubbing, bypass pumping of sewer flows, open trench replacement of sanitary sewer mains and laterals, pipebursting replacement of sewer laterals, sewer cleanout installation, manhole construction, manhole rehabilitation, ADA curb ramp reconstruction, pavement milling, digout repairs, HMA overlay, keycuts, remove and replace PCC valley gutters, and traffic striping and markings. $3.9 Million.

City of Orinda, 2019 Orinda Measures J & L Pavement Rehabilitation, Orinda, CA

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PROJECT EXPERIENCE (CONTINUED)

Construction Management and Inspection Services for the City of Orinda's Measures J & L Pavement Rehabilitation project. The scope of work includes Slurry Seal and crack sealing of over 60 streets, Full Depth Reclamation (FDR) of 5 streets, Hot Mix Asphalt (HMA), mill & fill pavement overlays of over 65 streets, base repairs, construction of concrete v-ditches, minor concrete structures, curb & gutter, HMA lined swales, storm drain repairs and replacement by open cut and lining, extensive potholing, utility adjustments, and traffic control. $12 Million.

City of Orinda | Town of Moraga, 2018 Measures J & L Pavement Rehabilitation, Orinda and Moraga, CA
Construction Management and Inspection Services for the City of Orinda and Town of Moraga's Pavement Rehabilitation project. The scope of work includes, Full Depth Reclamation (FDR) of over 50 streets, both Rubber Hot Mix Asphalt (RHMA) and Hot Mix Asphalt (HMA), mill & fill pavement overlays, base repairs, construction of concrete v-ditches, minor concrete structures, curb & gutter, HMA lined swales, storm drain repairs and replacement by open cut and CIPP lining, extensive potholing, utility adjustments, and traffic control. $15 Million.

City of Concord, Concord Various Streets Preservation, PJ2292, Concord, CA
Scope of work consists of mobilization, traffic control, cold planing asphalt concrete pavement, full depth reclamation (FDR), rubberized hot mix asphalt (RHMA) and hot mix asphalt (HMA) paving, digouts, signing, striping and pavement delineation. This is a CalTrans Local Assistance project. $1.2 Million.

City of Concord, Fiscal Year-End 2014-2015 Pavement Rehabilitation, PJ2331, Concord, CA
Construction management and Inspection Services on a highly visible paving project that consisted of Rubberized Hot Mix Asphalt (RHMA) and Cold-in-Place Recycling on two separate important roadways in the City. The work included Community Outreach and close coordination with local residents and businesses. The scope of work included installation of a new underground RCP storm drain line, new underground fiber optic conduit, interconnect conduit and traffic loops. The work on Salvio Street also included new ADA curb ramps, milling of existing pavement, and new RHMA. The work on Oak Grove Road, included coordination with another City project to install a traffic signal at Sierra Street, new ADA curb ramps, CIR (pavement removal and recycling onsite) and placement of new Hot Mix Asphalt (HMA) pavement. New signage and pavement striping were also included on both streets. Construction value: $1.8 Million.

Central Contra Costa Transportation Authority, County Connection Project No. 16-MA-01, Walnut Creek and Concord, CA
Senior Inspector. The project scope included installing two (2) plug-in quick charging stations for electric wireless advanced vehicles at County Connection, 2477 Arnold Industrial Way, Concord, California 94520 and one (1) inductive charging system at the bus pad at BART-Walnut Creek, 200 Ygnacio Valley Road, Walnut Creek, California 94596. Work included mobilization, traffic control, storm water pollution control, potholing of existing utilities, installing the associated electric panels, chillers and control unit, service pedestal (480/277V, 200A) and related components and wiring. Also coordinated building and electrical permit application, coordinated PG&E panel review, submittal approvals, inspections, shutdowns for panel tie-ins and meter setting, and site restoration at both the BART Station and County Connection Bus Yard. $200,000.

Contra Costa County, Contra Costa County Finance Building Renovations, Martinez, CA
Senior Project Manager. Oversaw the renovations and remodel of the Finance Building. The project scope included new roofing, remove, repair and replacement of the sheet metal cornice and parapet, cleaning and repointing the exterior granite masonry, new doors and hardware, storefronts, accessible toilet rooms, stair guardrails and handrails, fire sprinkler system, new electrical main switchgear (which required a full building shutdown and coordinate with PG&E), new counter areas for the auditor and controller offices, and hazardous materials abatement. Much of the work was required to be performed after hours as the building was occupied by County staff. $4.9 Million.

Contra Costa County, Pittsburg Health Center, Family Practice Clinic Expansion, Pittsburg, CA
Sr. Project Manager overseeing the remodel and expansion of the Family Clinic, which includes 16 new exam rooms, two new nurse's stations, conference room, treatment room, waiting area, and a new staff break room. The project includes remodeling of approximately 5,900 square feet of interior clinic space on the second floor. The work includes demolition of existing finishes, interior walls, ceilings, electrical, plumbing, and mechanical work, constructing new walls, hard-lid ceilings, suspended ceilings, flooring, painting, lighting,

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PROJECT EXPERIENCE (CONTINUED)

plumbing, mechanical and electrical work. Construction Management services included schedule review, RFI and Submittal coordination with the Architect-of-Record, field observation, coordination with clinic staff, pay application review and approval, change order review, coordination with County Project Manager. $1.5 Million.

City of Concord, Concord Boulevard Paving and Striping, PJ2296, Concord, CA
Construction Management and Inspection Services for a highly visible and critical paving project that consisted of overhead and underground utility coordination and relocations, curbs and gutters, excavation of existing roadway shoulder, underground utility verification, soil testing and analysis, off-haul of Class 2 soils, placement of geo-grid, Class II aggregate base rock, new hot mix asphalt pavement, and new signage and pavement striping. The project was located on an important, residential section of Concord Boulevard so coordination with the residents was critical and maintaining access to their homes during the excavation and paving were required. Although the project was small, it was very crucial to complete, as it was the last phase of a multi-year, multi-phased street widening of Concord Boulevard. $230,000.

Green Haven Tenant Improvements – Hayward and Pacifica, CA
Preconstruction and Construction Management Services for two tenant improvement projects, one located in Hayward, CA and the other in Pacifica, CA. The Hayward location will include office space, product storage, and infrastructure for electrical vehicles for a delivery services operation. The Pacifica site will be a complete renovation of an existing office building to a combination office and retail space. Services included coordination with the Architect to complete the plans and specifications, obtain the building permits, and submit the PG&E electrical application; assistance with the general contractor procurement and contract, security contractor procurement, and coordination of various trade scopes of work. Services also include project budget and schedule management. $2.5 Million.

City of Concord, Operational Improvements along Parallel Arterials, PJ2356, Concord, CA
Construction Manager. Responsibilities included submittal and RFI tracking, schedule monitoring, change order review and negotiation, bid item quantity tracking and progress payment review and acceptance. Projects were located through the City of Concord and mostly on main arterials so close coordination with local utilities was crucial. Scope of work also included mobilization, traffic control, storm water pollution control program, potholing of existing utilities, installation of fiber optic conduit, communications cable, pull boxes, fiber optic splicing, and operational improvements at the Traffic Operations Center including network equipment. Due to the discovery of unforeseen conditions, responsibilities also include scope definition, design of corrective work and review of contractor proposals. $2.8 Million.

City of Concord, Downtown Bicycle Lane Improvements, PJ2277, Concord, CA The scope of work included mobilization, traffic control, storm water pollution control program, potholing of existing utilities, open trench construction of storm drain and traffic signal conduits and boxes, street pavement (HMA and slurry seal), concrete curb and gutter construction, concrete sidewalk construction, concrete ADA ramp construction, and bio-retention area construction, traffic signal modifications, traffic signage, and striping and pavement markings. $1.25 Million.

City of Concord Fiscal Year 2014/2015 Annual Paving Maintenance Program, PJ2329, Concord, CA
Construction management and inspection services for the Annual Paving Maintenance Program. Scope of work consists of HMA digouts, slurry seal, concrete curb, gutter and sidewalk replacements, shoulder backing, and striping on multiple streets. Coordination included utility company projects in the work area, coordination of public notification and handling special access needs of certain residents. Scope of work also included slurry sealing the parking lot at the municipal golf course which required coordination with golf course operations. $1.7 Million.

City of Concord, 2013/2014 Annual Slurry Maintenance Program, PJ2267, Concord, CA
Construction management services for the Annual Slurry Maintenance Program. Scope of work consisted of HMA digouts, slurry seal, concrete curb, gutter and sidewalk replacements. The project also included shoulder backing, striping on multiple streets, coordination with utility company projects in the work area, coordination of public notification and handling special access needs of certain residents. Scope of work also included reviewing a parking lot at a municipal golf course which considered slurry and overlays. $1.5 Million.

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PROJECT EXPERIENCE (CONTINUED)

City of Richmond, Dornan Tunnel Repair and Rehabilitation, Richmond, CA
Comprehensive construction management and inspection services for the repair and rehabilitation of the Tunnel's interior concrete liner, including adding a drainage system and revising the existing tunnel lighting. Scope of work included traffic control, community outreach and water pollution prevention. $775,000.

City of Concord, Monte Garden Sewer Rehabilitation, PJ2243, Concord, CA
Construction management services for the construction of a 8" PVC sewer mainline in a residential neighborhood. A total of 2,700 LF with 70 laterals of sewer main was installed. Extensive public outreach was necessary to coordinate service and street closures. Scope of work also included asphalt concrete pavement resurfacing. Scope of services included oversight of the general contractor's work, construction administration including documentation of the CalTrans Local Procedures Manual and CalTrans Construction Manual, change order reviews, submittals, field inspections, photographic documentation and utility coordination. $1 Million.

City of Concord, Program and Construction Management Services, Concord, CA
Providing ongoing comprehensive program and construction management services to the City of Concord for various Capital Improvement Projects. Scope of services are comprehensive and included pre-planning, programming, project implementation, development of budgets and schedule, community outreach, design management, coordination with City and regulatory agencies, prequalification, CalTrans, Local Assistance Support, permitting, bid management, preparation of RFQ's and RFP's to initiate environmental studies and design, construction management and project close-out. The program involves roadways, building improvements, parks, trails and pathway improvements, sewer rehabilitation, annual paving and street resurfacing programs, ADA improvements, utilities and restroom modifications. $25 Million.

- Monte Gardens Sewer Rehabilitation
- Cowell Road Sewer Repairs near BART
- Monument Trail, Phase I and Phase II
- Purchasing Building Renovation
- Farm Bureau Road Safe Routes to School
- Centre Concord Building Improvements
- Sewer Rehabilitation Projects - Various Locations
- 2013 - 2014 Annual Street Pavement and Resurfacing Program
- Monument Boulevard - ADA Improvements
- Pine Hollow Retaining Wall
- 2014 - 2015 Annual Paving Maintenance Program

City of San Pablo Wildcat Creek Restoration and Trail Connector, San Pablo, CA
Comprehensive construction management services of a new trail head / pocket park located at 23rd Street, a pre-fabricated pedestrian / bike bridge to span a portion of the creek, new Class 1 pedestrian / bike trail, removal of concrete debris, removal of organic debris and vegetation, restoration of the creek bottom and installation of a steel soldier pile and precast concrete panel wall system at the north bank of the creek. The pedestrian / bike trail connected to the previously constructed trail at John Herbert Davis Park. $1.9 Million.

City of San Pablo, Plaza San Pablo Roadway Improvements Phases 1 and 2, San Pablo, CA
Assisted with the development of the project specifications, Divisions 0 and 1 and compiling the Technical Specifications from the design team. Assisted the City with the bid process and issuing addenda. Provided preconstruction support including the kick-off meeting, coordination with local utilities such as PG&E, AT&T, and West County Wastewater District. Provided comprehensive construction management and inspection services on new roadway improvements that included new traffic signals, storm drain and sanitary sewer lines, ADA ramps, sidewalk, curb and gutter, bio-retention swales, plaza fountain, landscaping and streetscape improvements. Coordinated the project with Contra Costa County as the roadway was the only entrance to the existing West County Health Center. Coordinated the City's project with Palm Plaza Development's construction of a new Walgreens within the City's project site, and ensured proper coordination and inspection from the County for the traffic signal work, start-up, and commissioning. Worked with the landscape City, architect and

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PROJECT EXPERIENCE (CONTINUED)

fountain design/build contractor to design the new granite stone fountain, concrete pad, pump system, and lighting. Ensured City inspection throughout the project as required. $2.5 Million.

City of Concord, Monument Trails Phases 1 and 2, PJ2169, Concord, CA
Construction Manager for the construction of a Class 1, Federally Funded 6,500-foot Bicycle trail that parallels State Route 242. Scope of work included concrete pavement and asphalt concrete pavement over lime-treated sub-base including bicycle trail markings and signage, concrete curb and gutters, drainage facilities, landscape and irrigation, electrical power pedestal, electrical lighting, an emergency call box and traffic control. Coordination with PG&E and Kinder Morgan was critical as a portion of the trail was constructed adjacent to a PG&E gas line; over half of the trail was constructed parallel to a Kinder Morgan petroleum line. Another portion of trail also included arsenic contaminated soil which was fine graded and capped in place. Scope of services included oversight of general contractor's work, contract administration including documentation of the CalTrans Local Procedures Manual and CalTrans Construction Manual, change order reviews, submittals, field inspections, photographic documentation, utility coordination and coordination of SWPPP oversight. $1.285 Million.

City of Concord, Willow Pass Road Trunk Sewer Upgrade PJ2245, Concord, CA
Construction Management and Inspection Services for the City of Concord's Willow Pass Road Trunk Sewer Line Upgrade Project. The project was completed under the City's Sanitary Sewer repair program and required close coordination with the City's Sewer Department, Infrastructure and paving crews. The scope of work consisted of mobilization, traffic control, storm water pollution control, bypass pumping of sewer flows, pipebursting replacement of sewer mains and laterals, cleanout installation, manhole replacement, manhole modification, and potholing of existing utilities. Community Outreach and coordination were keys as the repairs were on a busy segment of Willow Pass Road near the Brenden Theatres, Renaissance Apartment building and other businesses. $324,500.

City of Richmond's Via Verdi Repair and San Pablo Creek Culvert Restoration, Richmond, CA
Project Manager. A culverted section of San Pablo Creek, underneath Via Verdi (Street) collapsed without warning in Spring of 2010. The resulting sinkhole was estimated to be about 120 feet long, 40 feet wide, and 30 feet deep. The repair work included removing the temporary channel; constructing a new permanent headwall; constructing a permanent culvert, tying the headwall to the permanent culvert and the permanent culvert to the transition endwall, installing Engineered Fill, constructing Via Verdi roadway and restoring the private parcel to its original condition. Additionally the water from San Pablo Creek was diverted through a temporary pumping station and overland piping for the duration of the work in the creek area. The construction project necessitated additional coordination with, and cooperation from numerous outside entities, including utility companies, CalTrans, AC Transit, Corps of Engineers, RWQCB, California Department of Fish and Game, and Contra Costa County Flood Control District. The project also required relocation of sanitary sewer lines, PG&E electrical lines and other utilities in addition to the construction of numerous temporary retaining structures to facilitate the construction of the permanent channel structure. $6.5 Million.

City of San Pablo, San Pablo Community Center, San Pablo, CA
Project Manager for the construction of a 10,500 square-feet, wood frame, single story, community center adjacent to Helms Middle School. The Community Center included a reception/lobby area, a large community room with a catering kitchen, restrooms, offices, computer room, fitness room, youth room and two multi-purpose rooms. The building exterior is composed of cement plaster finish, aluminum windows and storefront, and multiple roofing systems. Construction included complete installation of mechanical, plumbing, electrical, telecommunications and security systems. Sitework included wood trellis, new paving, fenced outdoor tot-lot, five bioswales/infiltration planters, landscape and planting, irrigation, and site lighting. The project is certified LEED Silver. $5 Million.

Solano County Twin Campus Program, Fairfield and Vacaville, CA
Project Manager. Five building program including a new LEED Registered, three-story, 57,800 square-feet Health and Social Services office building to be delivered Design-Build; the first phase of a new LEED Registered, two-story, 30,900 square-feet Clinic/Lab Facility; and 87,000 square-feet of renovations to three

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PROJECT EXPERIENCE (CONTINUED)

existing buildings. $59 Million.

City of Brentwood Civic Center Plaza and Parking Garage, Brentwood, CA
Project Manager for this LEED Silver Civic Center that consisted of a new 65,000 square-feet, three-story City Hall, a 34,000 square-feet, two-story Community Center, a four-level parking structure with approximately 280 stalls, a Plaza and renovated surrounding park area. The Plaza and park areas included a custom water fountain, new landscaping and a water-play feature. Green features included two vegetated roofs on the City Hall and one on the Community Center and several infiltration planters throughout the plaza areas. In addition to the building construction, major sitework included joint trench utilities, storm drain lines, sanitary sewer and water lines, new roadways, parking lot, rehabilitation of existing streets and the demolition of the existing library, community center and City Hall. Swinerton's scope of services included Master Planning, Preconstruction Services, Construction Management and Post Construction services. Master Planning and Preconstruction services included site selection for the Civic Center and Library, impact analysis, location best use and value, "what if scenarios", City Staff move management, alternative budget and schedule solutions including "phasing", and participating in numerous public meetings and City Council Meetings to present findings and alternatives, bid document preparation, prequalifying contractors, bid evaluation and analysis, and award recommendation. Construction Management included weekly progress meetings, document control, photo documentation, utility and local agency coordination, regulatory coordination and approvals, site inspection, special inspections and materials testing, RFI and Submittal review and tracking, project budget and schedule management, claims avoidance, contract change order review and approval, and contractor compliance with all plans, specifications, standards and contract documents. Post construction services included punch list and final inspections, operations and maintenance manuals, as-built documents and drawings, commissioning, training, fiscal close-out and final City acceptance. $40 Million.

City of Brentwood Library Annex, Brentwood, CA
Project Manager for the 6,000 square-feet Library Annex. The City of Brentwood Library sat on the City Park property and had to be relocated in order to accommodate the construction of the City's new Civic Center. Provided comprehensive project oversight and move management services including relocation of City staff while a temporary library (the Library Annex) was constructed on the Eastern side the existing City Hall Annex. $1.4 Million.

City of Brentwood, New Brentwood Library, Brentwood, CA
Project Executive for the City's new Library, located in Downtown Brentwood. The project consisted of tearing down the City-owned 114, 118 and 120 Oak Street buildings, including the annex, and building a new 2-story library. The total square footage is approximately 20,275, and the Library included a connected Community Room located off the courtyard that opens up into the courtyard and is available for use after hours. The majority of the book collection and public computers are housed on the first floor. The adult book stacks, staff offices and breakroom, Friends of the Library book sale and reading spaces will be located on the mezzanine (2nd level). The construction duration was 18 months. Swinerton's scope of work included management of preconstruction activities, assisting the City in obtaining all building permits, performing constructability reviews and value engineering, inspection and materials testing, quality assurance, management of the project schedule, budget and change orders, document control and photo documentation, and MEP commissioning. $12 million.

City of Brentwood, New Brentwood Library Café, Brentwood, CA
Project Manager for the final build-out of the Café room within the City New Library. The project included demolition of existing mechanical, electrical and plumbing, drywall and underground utilities to construct a new Café for an incoming coffee service provider. The work included new mechanical, electrical and plumbing, new interior finishes, installation of kitchen equipment, new water heater, electrical transformer and panel, and plumbing fixtures for a fully functioning Café. The construction management scope included RFI and Submittal tracking, conducting progress meetings, inspection and materials testing, quality assurance, management of the project schedule, budget and change orders, document control and photo documentation, and MEP commissioning. $150,000.

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PROJECT EXPERIENCE (CONTINUED)

City of Concord, Farm Bureau Road Safe Routes to School, PJ2251, Concord, CA
Scope of work included new sidewalks, curb and gutter, Class II Bike Lanes, ADA-compliant curb ramps, street lighting, Storm water quality improvements ("C3" bio swales), stormdrain installation, and roadway widening. The project required extensive utility coordination as the existing joint poles needed to be relocated out of the way of the new sidewalks, and underground utilities needed to be lowered and relocated out of the way of the new bio swales. $1.3 Million.

City of Concord, Centre Concord Modernization, PJ2182, Concord, CA
Modernization of the front lobby, ballroom and restroom ADA improvements. Scope of services included design management, construction management, grant administration, stakeholder coordination and Davis Bacon compliance (due to HUD federal funding). The project included replacing the moveable walls (partitions) and track system in the main ballrooms, replaced the storefront entrance, constructed required accessibility/ ADA improvements (parking, exit hardware, bathrooms, etc.), and replaced the wall coverings (carpet) in the ballroom with new "tackable" wall coverings and modification to the fire sprinkler heads and other fire code related upgrades. Work was performed within the contractually allotted schedule (September 7, 2015 to December 21, 2015) so that the facility could be reopened for services for the busy holiday season. Coordinated with contractor to carefully plan the work, pre-order long lead items (such as the moveable partitions/walls) and manage the subcontractors. $0.9 Million.

Contra Costa County, District Attorney Headquarters, Martinez, CA
Project Manager. A new four-story, 53,000 square-feet, light framed structural steel building with a pile foundation. Specific duties included daily photography documenting construction progress, attending weekly progress meetings, preparing and distributing meeting minutes, preparing Proposal Requests (PR) for changes, new work or work out of contract, preparing change orders based on approved PR's, updating all project logs - Change Management Logs, Submittals Logs, Transmittal Logs, gathering and recording all submittals, including O&M manuals and warranties, recording, reviewing and responding to RFI's, distributing RFI's to Building Inspection Department as well as reviewing and analyzing Contractor's Pay Applications for accuracy and comparison to actual work completed in the field. $21 Million.

City of Richmond, Hall of Justice - Police Department, Richmond, CA
Project Manager. The conversion of existing commercial space into a temporary home for the City of Richmond Police Department. Responsibilities included design assistance for the new jail, CSI lab, and evidence room including a document storage system. Also identified vendors and managed the bid process and the move from the existing Police Department location to the new location. $8 Million.

City of Richmond, Sewer Collections Projects, Richmond, CA
Project Manager/Field Inspector on behalf of the City. Provided daily inspection services on two separate sewer replacement projects: Macdonald Avenue 39th-45th Streets and Macdonald Avenue 33rd-39th Streets. The projects included the removal and installation of over 5,800 linear feet of mainline sewer pipe along with over 60 connections to existing lateral services to the neighboring businesses and residents. The project also included street pavement restoration upon completion of the sewer line installation. Performed weekly progress meetings, schedule review services, submittal reviews, progress payment reviews and approvals, oversight of compaction and other specialty testing. Both projects were completed within budget and on schedule. $3 Million.

City San Pablo, Rumrill Soccer Park, San Pablo, CA
Project Manager for a new soccer complex in the City of San Pablo. The project was a former railroad maintenance yard and was contaminated with impacted soils. This project was approved by the DTSC and the contractor was required to follow a Removal Action Workplan for the remediation and removal of the contaminated soils. The work consisted of the remediation and removal of contaminated soils, site restoration, and preparation for three synthetic turf soccer fields. The soil removal was quickly found to be much more extensive than planned and would have been cost prohibitive to the City. Therefore the site was capped with clean material in accordance with Department of Toxic Substance Control (DTSC) requirements and oversight. The Sports Park included a pre-fabricated restroom building, complete with storage and office space, a pre-fabricated concession building, playground area, picnic and barbeque area, a practice area and three youth-sized synthetic turf soccer fields with a MUSCO lighting system. There is also a paved parking lot for up to 62

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PROJECT EXPERIENCE (CONTINUED)

vehicles. Site work included new storm drain and sanitary sewer lines, new paving, fenced perimeter to the full site, bioswales, landscape, irrigation, and site lighting. $5 million.

City of Concord, Clayton Road/Schenone Court Lane Improvements, PJ2284, Concord, CA
Modernization of existing medians, signage, asphalt concrete pavement, decorative stamp concrete in the centers of the medians and relocation of existing street lights. $165,000.
City of Concord, Cowell Road BART Area Sewer Spot Repair, PJ2227, Concord, CA
Work included locating 15 repairs needed via CCTV, spot trenching, traffic control, removing damaged vitrified clay pipe (VCP) pipe, replacement with HDPE pipe, backfilling and compaction of trenches, and patch paving. The project also included a new 48-inch diameter sewer manhole and pipe bursting 300 linear feet of main line. In addition, seven manhole base modifications were performed by re-channeling the manhole bases and correcting or improving the flow. Scope of services included management of the general contractor's work, construction administration, field inspections, special inspections including compaction testing and paving inspections, photographic documentation, and utility coordination. Construction Value $175,000.

City of Concord, Measure Q Pavement Repair Project 5 & 6, Pavement Maintenance Zones 4 & 5, PJ2332 and PJ2333 Concord, CA
Construction Inspector. Construction management and inspection services. Pavement repair – Digouts and thin maintenance overlay, PCC curb ramps, sidewalks and driveways, point repairs and open cut construction of sanitary sewers. $2.5 Million.

Lawrence Livermore National Laboratory (LLNL), Livermore, CA
Senior Scheduler/Schedule Analysis. Performed review and analysis of multiple contractors project schedules on various projects in comparison to the work actually completed according to their daily logs. The project (progress) schedules often showed discrepancies in comparison to the daily logs, so new as-built schedules were developed for LLNL in preparation of any claims or disputes by the contractor. The as-built schedule showed the actual progress and work performed and proved that the delays were not caused by LLNL. The analysis and as-built schedules mitigated construction claims.

San Francisco Unified School District (SFUSD), San Francisco, CA
Performed schedule reviews/analysis for several school projects. Reviewed contractors' baseline and progress schedules for compliance with SFUSD contract specifications. Using P3, reviewed the contractors' schedules, analyzing them for Work Breakdown Structure and inclusion of necessary preconstruction and construction activities, activity logic and relationships, and critical path analysis and inclusion of contract milestone dates. Provided report to SFUSD outlining errors and omissions, and the needed corrective action.

U.S. Army Corps of Engineers, P2 Training, Primavera Systems, Inc., San Francisco, Sacramento and Los Angeles, CA
Project Manager responsible for implementation and training of Government personnel in the new U.S. Army Corps of Engineers Program and Project Management System, P2. This training is in support of the USACE Project Management Business Process. The training includes technical training in many of the software modules as well as basic project management processes. Specific software modules include: Oracle Projects, Primavera Project Manager (P3e) and Primavera Primavision. Responsible for providing PDT Heavy and PDT Lite training for the San Francisco, Sacramento, Los Angeles, and Albuquerque Districts. Implementation consists of preparing deployment documents, standard procedures and implementation processes. In addition, was responsible for troubleshooting, over-the-shoulder support to the Project Managers and reporting progress to upper management.

U.S. Army Corps of Engineers PM Support Services, Various Districts, San Francisco, Sacramento and Los Angeles, CA
Project Controls Manager. Contract to provide project management support services to the San Francisco, Sacramento, and Los Angeles Districts. Duties included oversight of on-site personnel ensuring contract compliance and successful completion of the scope of work. Work included project management support, scheduling, budgeting and cost tracking for over 250 district projects, including flood control, navigation, and environmental restoration; implementation and training the Corps' integrated project management system; and

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PROJECT EXPERIENCE (CONTINUED)

development of systemic procedures, reports, and tools for upper-level managers to manage project managers, projects, resources, and costs. Deliverables included, but were not limited to, project schedules, budget and resource reports, workload reports, and project milestone reports. High profile district projects included: Oakland Harbor Deepening, Hamilton Wetlands Restoration, American River/Folsom Dam, Guadalupe Flood Control, and Santa Ana Mainstream.

Harbor-South Bay Water Recycling Project, West Basin Municipal Water District, Carson, CA
Project Director/Inspector. Construction of two recycled water pipelines: the Victoria Lateral and the California State University, Dominguez Hills Mainline Extension. Both projects were constructed in coordination with the U.S. Army Corps of Engineers, Los Angeles District (COE) and West Basin Municipal Water District (WBMWD). The Victoria Lateral consisted of approximately 7,200 feet off 30, 24 and 12-inch diameter pipeline within the City of Carson. The CSUDH Mainline Extension consisted of approximately 7,600 feet of 24 and 12-inch diameter transmission pipeline. Supervised the construction management and inspection services necessary to WBMWD during construction of the pipelines. This included resident engineering, site supervision, inspection, testing and specialty inspection, construction survey and staking and inspection/review and implementation of a Construction Awareness Program (community outreach).

Oakland and Richmond Maintenance Dredging, Bay Area, CA
Project Manager. Supervised the construction representatives provided to the U.S. Army Corps of Engineers for the combined Richmond Harbor and Oakland Inner & Outer Harbor maintenance dredging project. The dredging contractor completed the two and a half month project using a bucket dredge. The work restored Richmond Harbor to a depth of 38 feet and Oakland Harbors to a depth of 42 feet. The 650,000 cubic yards of dredge material that DB-53 removed during the project was placed in hopper barges and taken to the San Francisco Deep Ocean Disposal Site located about 65 nautical miles (74 statute miles) west of the Golden Gate Bridge. The construction representatives provided 24/7 on-site monitoring of dredging activities documenting the dredging company's compliance with the physical, environmental and safety aspects of the construction documents. A particularly critical duty for the construction representatives was to certify that the full hopper dredges were safe to proceed from the dredge to the offshore disposal site. The certification involved checking the current and offshore weather/sea conditions, confirming proper loading of the barge and documenting the correct operation of remote sensing equipment which monitored the barge and its contents.

Bay Area Rapid Transit District (BART), West Oakland BART Station, West Oakland, CA
Project Manager/Project Scheduler for the seismic retrofit of an aerial BART station located at the East End of the TransBay tube. The station, originally designed to 1963 codes was upgraded to BART Earthquake Safety Project standards which were specifically developed for the program. Provided scheduling and estimating review and support during the design phase. $10.5 Million.

Bay Area Rapid Transit District (BART), Lake Merritt Administration (LMA) BART Administration Dismantling, Oakland, CA
Project Manager/Project Scheduler for the LMA Administration Building Dismantling project. As BART relocated to their new building in Oakland, and the LMA Administration Building was determined to be at-risk in the event of a large magnitude earthquake, the dismantling of the building was required. The LMA dismantling included asbestos abatement, reconfiguration of stairs, elevators and certain facilities housed in the building. Following the dismantling and removal of the LMA building, the plaza was restored to a safe and stable condition. Provided scheduling and estimating review and support during the design phase. $3 Million.

Oscar Zhao, PE, PMP, CCM

PROJECT MANAGER

Mr. Zhao is a conscientious and motivated project management professional experienced in a variety of aviation, transportation, and tenant improvement projects. Specialties include support of design, program, project, and construction management, throughout the project life-cycle from inception through closeout.

PROJECT EXPERIENCE

City of Concord, Residential Pavement Maintenance Phase A, Project Nos. 2516, C2517, 2561, 2562, 2563, Concord, CA
Construction Management services for Residential Pavement Maintenance Phase A scope of work that included mobilization, traffic control, water pollution control, demolition, crack sealing, cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; removal and replacement of concrete sidewalk, curb, gutter, curb ramps, driveways and valley gutters; pruning and removal of tree roots; lowering and adjustment of utility covers to finish grade; removal and replacement of traffic striping and pavement markings; relocating roadside signs; and installing new video detection systems. $8.5 Million.

City of Concord, Grant Street | East Street Pavement Rehabilitation, Project No. 2525, Concord, CA
Comprehensive Construction Management and Inspection Services for the pavement rehabilitation on Grant Street from Broadmoor Avenue to High School Avenue, and East Street from High School Avenue to Salvio Street. Scope of work also included the installation/upgrades of curb ramps at intersections, minor concrete repairs, storm drain and utility adjustments, bio-retention basin, replacement of traffic signal loops with vehicle detection cameras, adjustment of pedestrian push buttons to meet accessibility standards, restriping, bicycle facilities, and installation of high visibility crosswalks. $5.5 Million.

City of Concord, Citywide Traffic Systems Upgrade, PJ2493, Concord, CA
Construction Management and Inspection Services for the City's Citywide Traffic Systems Upgrades. The scope of work is for traffic signal hardware upgrades at various locations throughout the City of Concord. Scope of work includes traffic control, water pollution control program, clearing and grubbing, removing and salvaging signal equipment, abandoning signal cabinet foundations, installation of conduit, pull boxes, cabinet foundations, push button post foundations, signal hardware upgrades, installation of City-furnished controllers and signal cabinets and PG&E coordination. $2 Million.

City of Richmond, Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood, Richmond, CA
Construction Management and Inspection Services. This project is the result of the vision by neighborhood teenagers that wanted safer paths of travel to and from their homes to their schools and parks. The project was designed and closely coordinated with POGO Park, a non-profit organization in Richmond that has been integral in improving the neighborhoods in Richmond. They were able to secure the Federal funding

EDUCATION

M.S., Civil & Environmental Engineering, San Jose State University, San Jose, CA

B.S., Civil & Environmental Engineering, San Jose State University, San Jose, CA

AFFILIATIONS / CERTIFICATIONS

Registered Professional Engineer
California License # 90353

Project Management Professional, #2874294

REFERENCES

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Deputy Director of Public Works – Operations & Maintenance | City of Richmond | O: 510.620. 5482 | M: 510. 672. 4537
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Mr. Zecharias Amare
BART Group Manager | BART | Oakland, CA |510.301.3594 | zamare@bart.gov

Ms. Tania Gharechedaghy
Project Manager | SFO - San Francisco International Airport | NOW WITH RIVIAN | 650.302.9925
tania.gharechedaghy@gmail.com

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PROJECT EXPERIENCE (CONTINUED)

through an ATP Grant and State funding from an Urban Greening Grant. The project scope of work included installing raised intersections, raised crosswalks, non-raised crosswalks, traffic circles, bus stop pads, curb bulbouts, curb and gutter, sidewalks, driveways, curb ramps, medians, asphalt concrete pavement, textured colored asphalt concrete pavement, slurry seal, base repairs , storm drain manholes and junction structures, catch basins and inlets, storm drain pipes, valve boxes, valve and utility box and manhole adjustments, signing and striping, bike lanes, bike boulevards, traffic signals, pedestrian hybrid beacons (PHB), other warning devices, lighting, and relocating traffic signals and cabinets. Swinerton's scope of work included resident engineering tasks, field inspections, document control, Caltrans Local Assistance administration, coordination with local utility companies, public outreach, coordination with local schools and hospital, monitoring submittals and RFI's, budget and schedule management, conducting weekly meetings, providing weekly updates to the City Manager's office, quality assurance and special inspections and materials testing. $7.5 Million.

Bay Area Rapid Transit, Oakland 19th Street Station Modernization Project, Oakland, CA
Field Engineer. Part of the Owner's Representative Team for a Design-Bid-Build project retrofitting the operating 40 year-old station, with different complex, code compliant conditions. Scope includes, but not limited to upgrading existing restrooms, relocating low voltage utilities for new elevator space, installing a new elevator, installing a new Station Agent Booth, fare gates and associated systems. $34 Million.

Bay Area Rapid Transit, Earthquake Safety Program Fruitvale Station and Coliseum Station, Oakland, CA
Assistant Resident Engineer. Design-Bid-Build delivery method to perform structure retrofit work to twenty-two bents that support BART aerial tracks, including enlarging existing bent caps, thickening existing footings, and installing Fiber Reinforced Polymer (FRP) to forty-four columns. $14 Million.

San Francisco Int'l Airport, Terminal 1 Interim Boarding Area B (IBAB), San Bruno, CA
Office Engineer for the Project Management Support Service (PMSS) within the larger Terminal 1 Redevelopment Program. Work included reconstruction and renovation of the boarding area; installed nine aircraft gates, included boarding bridges and foundations; restriped gate markings; rerouted/modified underground utilities. Additional auxiliary projects included tenant improvement for existing office spaces and airline lounges. $115 Million.

Srushti Veluvolu, EIT, LEED GREEN ASSOCIATE

PROJECT MANAGER

Ms. Veluvolu is a well-rounded, process-oriented project management professional experienced in large infrastructure projects. She is highly skilled in managing construction timelines and costs using various Project Control methods. She has a keen eye for design, sequence of activities, and critical constructability issues.

PROJECT EXPERIENCE

City of Concord, Residential Pavement Maintenance Phase B, Concord, CA
The work to be done in general consists of mobilization; traffic control; water pollution control program; clearing, grubbing and root pruning; concrete sidewalk, curb & gutter removal, concrete curb ramp placement, new concrete sidewalk, curb & gutter, cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; crack sealing; lowering and adjusting utility covers to finish grade; removal and replacement of traffic striping; and removal and replacement of roadside signs. $2.8 Million.

City of Martinez, On-Call Construction Management & Inspection Services, Martinez, CA
Swinerton is providing on-call construction management and inspection services to the City on a variety of infrastructure and parks projects including:

- Measure H Park Improvements, $1.3 Million
- New Park at Pine Meadow Drive, $2 Million
- Hidden Valley Pickleball Courts, $1.2 Million
- Morello Avenue Sidewalk Gap Closure, $350,000
- Webster Drive Hydropneumatic Tank Replacement, $750,000

City of Richmond, Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood, Richmond, CA
Construction Management and Inspection Services. This project is the result of the vision by neighborhood teenagers that wanted safer paths of travel to and from their homes to their schools and parks. The project was designed and closely coordinated with POGO Park, a non-profit organization in Richmond that has been integral in improving the neighborhoods in Richmond. They were able to secure the Federal funding through an ATP Grant and State funding from an Urban Greening Grant.The project scope of work included installing raised intersections, raised crosswalks, non-raised crosswalks, traffic circles, bus stop pads, curb bulbouts, curb and gutter, sidewalks, driveways, curb ramps, medians, asphalt concrete pavement, textured colored asphalt concrete pavement, slurry seal, base repairs, storm drain manholes and junction structures, catch basins and inlets, storm drain pipes, valve boxes, valve and utility box and manhole adjustments, signing and striping, bike lanes, bike boulevards, traffic signals, pedestrian hybrid beacons (PHB), other warning devices, lighting, and relocating traffic signals and cabinets.Swinerton's scope

EDUCATION

M.S., Civil Engineering Specialization in Construction Management
University of Illinois, Urbana Champaign, Champaign, IL

BTech, Civil Engineering
National Institute of Technology, Surat, India

AFFILIATIONS / CERTIFICATIONS

Registered Engineer in Training
California License # 175883

OSHA 10

TEEX Work Zone Traffic Control

ASHTO Field Environmental Emergency Compliance

ASHTO Storm Water Compliance

REFERENCES

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210.326.2280 | mike.rogerio@stvinc.com

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PROJECT EXPERIENCE (CONTINUED)

of work included resident engineering tasks, field inspections, document control, Caltrans Local Assistance administration, coordination with local utility companies, public outreach, coordination with local schools and hospital, monitoring submittals and RFI's, budget and schedule management, conducting weekly meetings, providing weekly updates to the City Manager's office, quality assurance and special inspections and materials testing. $7.5 Million.

City of Concord, Residential Pavement Maintenance Phase A, Project Nos. 2516, C2517, 2561, 2562, 2563, Concord, CA
Construction Management services for Residential Pavement Maintenance Phase A scope of work that included mobilization, traffic control, water pollution control, demolition, crack sealing, cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; removal and replacement of concrete sidewalk, curb, gutter, curb ramps, driveways and valley gutters; pruning and removal of tree roots; lowering and adjustment of utility covers to finish grade; removal and replacement of traffic striping and pavement markings; relocating roadside signs; and installing new video detection systems. $8.5 Million.

City of Concord, Civic Center Roof Replacement, Concord, CA
Construction Management services for the a roof replacement of the existing Library Building located on the Concord Civic Center campus in Concord, CA. The scope of work will consisted of site mobilization (including temporary fencing), removal of the existing wood shingle and modified bitumen roofing systems, removal of flashings, downspouts, trims, inspection of existing substrate once exposed, repair and replacement of portions of the existing substrate, installation of new underlayment substrate to receive new composition shingle and single ply roofing systems, installation of new flashings, gutters, downspouts, and trims, painting and sealing as noted on the drawings, and prep and re-painting of the concrete entrance canopy structure located at the main entrance of the library. This work included all preparation, materials and accessories, clean up, conformance to existing conditions necessary for a complete and functional installed new roof systems. $260,000.

City of Concord, Willow Pass and Landana Sewer Capacity Improvements (PJ2702-2704), Concord, CA
The project will construct sewer capacity improvements on Willow Pass Road, from Gateway Boulevard to Landana Drive, and on Landana Drive, from Willow Pass Road to Larkspur Drive. Construction began in early June and be completed in January 2025, with work to start at Gateway Boulevard and progress towards Landana Drive. The scope of work generally consists of mobilization, traffic control, storm water pollution control, bypass pumping of sanitary sewer flows, open trench replacement of sanitary sewer mains, Pipe bursting of sanitary sewer mains, Cured In Place Pipe, sanitary sewer lateral disconnection and reconnection, manhole rehabilitation, concrete curb and gutter, concrete flatwork, pavement rehabilitation, utility cover adjustment to grade, traffic striping and markings.

City of Concord, Willow Pass Road Repaving Safe Route to Transit (SR2T) (PJ2449), Concord, CA
The project will rehabilitate existing deteriorated asphalt pavement between Galindo Street and Landana Drive. The work will include pedestrian improvements, which includes installation of Rectangular Rapid Flashing Beacons (RRFB) on Ashdale Drive, the relocation and upgrade of a HAWK system at Granada Drive and address several sidewalk gap closures and driveway modifications to achieve ADA compliance. Construction is expected complete by Fall 2025.

City of Albany, Masonic Intersections (Ohlone Trail Safety Improvements), Albany, CA
The project consists, generally, of intersection safety improvements at two major intersections, including but not limited to traffic signal, striping, and curb ramp improvements, installation of new signal poles, signals, controller cabinets and pedestals, pedestrian push buttons, touchless countdown pedestrian heads, vehicle detection GPS based emergency vehicle preemption system, and vehicle detection cameras. $750,000.

City of Albany, Marin Avenue Pavement and Curb Ramp Rehabilitation Phase 1, Albany, CA
The work, in general, consists of traffic control, environmental protections, clearing and grubbing, restoring City survey monuments, adjustment of valve boxes and utility boxes, new storm drain improvements including drain inlets and manholes, potholing and protection of underground utilities, concrete curb ramps, concrete sidewalks, cold milling asphalt pavement, removal of full-depth asphalt pavement, subgrade preparation, HMA overlay, HMA full-depth placement, curb paint, and traffic striping and markers. $2 Million.

PROJECT EXPERIENCE (CONTINUED)

City | Port of Richmond – Terminal 4 Wharf, Warehouse, and Piling Removal Project, Richmond, CA
Comprehensive construction management services to manage scope of work that includes demolition of a wharf and warehouse as well as bank restoration. This work includes, but is not limited to the following: compliance with State and Federal regulatory agency permits; mobilization, preparation and implementation of a SWPPP; installation of a silt curtain; bathymetric surveys; clearing and grubbing; removal and disposal of wood, concrete, asphalt and steel both above and underwater; removal and disposal of wood, concrete and steel piles; management and disposal of hazardous materials (creosote wood piles, pressure-treated timber, lead-based paint); earthwork; placement of enhanced rock slope protection and oyster reef balls. $7.3 Million.

City of Albany, Marin Avenue Pavement and Curb Ramp Rehabilitation Phase 1, Albany, CA
Construction management services to manage the scope of work that includes traffic control, environmental protections, clearing and grubbing, restoring City survey monuments, adjustment of valve boxes and utility boxes, new storm drain improvements including drain inlets and manholes, potholing and protection of underground utilities, concrete curb ramps, concrete sidewalks, cold milling asphalt pavement, removal of full-depth asphalt pavement, subgrade preparation, HMA overlay, HMA full-depth placement, curb paint, and traffic striping and markers. $2 Million.

City of Albany, Masonic Intersections (Ohlone Trail Safety Improvements), Albany, CA
Construction management services to manage the scope of work that included intersection safety improvements at two major intersections, including but not limited to traffic signal, striping, and curb ramp improvements, installation of new signal poles, signals, controller cabinets and pedestals, pedestrian push buttons, touchless countdown pedestrian heads, vehicle detection GPS based emergency vehicle preemption system, and vehicle detection cameras. $750,000.

LP 1604 Highway Expansion (Segment 1, 2, 3, & 4), TxDOT, Bexar County, TX
Project Engineer. Design-Bid-Build project for expanding Loop 1604 from a four-lane expressway to a ten-lane expressway with the addition of two general-purpose lanes and one high-occupancy vehicle lane in each direction. The scope included reconfiguring the layout of auxiliary lanes and entrance and exit ramps, replacing the cloverleaf interchange at IH 10/LP 1604 with a five-level direct connect interchange, replacing the signalized frontage road intersections with a continuous flow configuration, upgrading Blanco Road and LP 1604 to a diamond intersection, and accommodations for bicyclists and pedestrians, water quality protection, and other highway features, all within the existing right of way and easements. $930 Million.

US 281 Highway Expansion, TxDOT, Bexar County, TX
Project Engineer. Design-Bid-Build project for the construction of four non-toll General Purpose Lanes, two HOV Lanes, one Transit Lane, and four lane frontage roads. Bicycle lanes, pedestrian facilities, and direct to and from VIA's new US 281 Park & Ride at Stone Oak Parkway will help in encouraging alternative modes of transportation. Project Scope also included the construction of storm drains, and relocation of water, gas, sewer, and power lines. $169 Million.

US199 Highway Expansion Project, TxDOT, Tarrant County, TX
Project Engineer. Design-Bid-Build widening project to improve mobility, capacity, and safety on State Highway 199 from Farm to Market Road 1886 to Azle Avenue/Merrett Drive. The scope of workd included construction of bridges at five intersections, reconstruction and widening of SH 199 from four to six mainlanes, and the construction of frontage roads. The project also constructed a new bridge over Lake Worth while keeping the existing bridge in service as a frontage road bridge. $104 Million.

IH 20 Bride Rehabilitation, TxDOT - Tyler District, TX
Project Engineer. Survey projects for collecting data on existing road conditions.

ABL District Bridges PS&E, TxDOT, Abilene, TX
Project Engineer. Survey projects for collecting data on existing road conditions.

AMA Bridge Rehabilitation, TxDOT, TX
Project Engineer. Survey projects for collecting data on existing road conditions.

Jeffrey Neuenburg, EIT

ASSISTANT PROJECT MANAGER

Mr. Neuenburg has over ten years of experience as a Staff Engineer, Construction Inspector and Field Laboratory Technician in the practice of pavement rehabilitation and management, sewer improvements, soils observation and testing , concrete testing. His variety of experience includes major transportation infrastructure projects as well as zoned embankment dams and water resources structures. He has direct experience with bid preparation, scheduling, subcontract management, preconstruction, maintaining daily diaries, managing weekly meetings, monthly applications for payment, rental equipment, material delivery and storage. His responsibilities includes gathering field data information, creating project layouts on Blue Beam, developing matrices for project estimates and assisting with bid management and document control. He has excellent communication skills and excels in quickly understanding and implementing highly technical procedures and has excellent skills in managing public relations with the community and residents at large. In addition, he has worked on educational and public works projects throughout the Greater Bay Area and has a history of successfully managing construction quality, with an emphasis on earthwork.

PROJECT EXPERIENCE

City of Concord, Library Roof Replacement, Concord, CA
Construction Management services for the a roof replacement of the existing Library Building located on the Concord Civic Center campus in Concord, CA. The scope of work will consisted of site mobilization (including temporary fencing), removal of the existing wood shingle and modified bitumen roofing systems, removal of flashings, downspouts, trims, inspection of existing substrate once exposed, repair and replacement of portions of the existing substrate, installation of new underlayment substrate to receive new composition shingle and single ply roofing systems, installation of new flashings, gutters, downspouts, and trims, painting and sealing as noted on the drawings, and prep and re-painting of the concrete entrance canopy structure located at the main entrance of the library. This work included all preparation, materials and accessories, clean up, conformance to existing conditions necessary for a complete and functional installed new roof systems.
$260,000.

City of Concord, Pavement Maintenance Program Zone 4, PJ2444, Concord, CA
The scope of work consisted of mobilization, traffic control, water pollution control program, placement of rubberized hot mix asphalt (RHMA); removal and replacement of hot mix asphalt (HMA), removal and replacement of concrete sidewalk, curb and gutter, curb ramps, driveways and valley gutters, pruning and removal of tree roots, root barrier installation, lowering and adjustment of utility covers to finish grade, removing and replacing speed humps, removal and replacement of traffic striping and pavement markings, and removal and replacement of roadside signs. Swinerton's scope of services included oversight of the general contractor's work, safety program, construction administration, including processing RFI's and submittals, preparing pay applications, negotiating change orders, monitoring daily activities and preparing weekly statements of work days; field inspections, special inspections including concrete sampling and testing, HMA base repair inspections, RHMA-G sampling and testing, photographic documentation, and utility coordination with CCWD and PG&E. Community Outreach and coordination were critical as the work was located within the Walnut Country subdivision, which required close coordination with the homeowner's association, Cowell HOA, and the residents. $2.2 Million.

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EDUCATION

B.S. Civil Engineering, University of the Paciific
May 2011

California Certified
Engineer-In-Training October 2010

AFFILIATIONS / CERTIFICATIONS

ACI Grade 1
Radiation Safety and Use of Nuclear Gauge

REFERENCES

Mr. Robert T. Hahn, P.E.
Senior Civil Engineer | City of South San Francisco | South San Francisco, CA
650.829.6660 | robert.hahn@ssf.net

Ms. Farah Khorashadi, P.E.
Paving Program Project Manager | City of Orinda | Orinda, CA | **M:** 925.949.9776 | fkhorashadi@cityoforinda.org

Ms. Anita Addison, MCP, MPH
Chief of Planning & Strategic Advancement
La Clinica de La Raza, Inc. | P.O. Box 22210
Oakland, CA 94623 | 510.715.0452 | aaddison@laclinica.org

Mr. Aldrich Bautista, PE
Associate Civil Engineer | City of Concord | Concord, CA | 925. 671-3028 | aldrich.bautista@cityofconcord.org

PROJECT EXPERIENCE (CONTINUED)

City of Belmont, 2023 Sanitary Sewer Rehabilitation, Belmont, CA
Construction Management and Inspection services for traffic and pedestrian control, water pollution control, removal, replacement, and repair of existing gravity sanitary sewer mains, installation of new manhole and gravity sanitary sewer mains, removal of existing manhole and gravity sewer mains,abandonment of existing gravity sewer mains, sanitary sewer pipe bursting and reconnection of laterals, cured-in-place pipe (CIPP) lining and re-instating laterals, modification and raising of sanitary sewer manholes, removal of mainline sewer cleanout/lamphole, pavement and pavement marking restoration, bypass pumping and/or rerouting of sewage as necessary for construction of the project per plans and specifications, dewatering and the construction of all temporary shoring required to complete the work, site protection measures and site restoration. Scope of services included oversight of the general contractor's work, construction administration, including processing RFI's and submittals, preparing pay applications, negotiating change orders, monitoring daily activities, preparing weekly statements of work days, photographic documentation and utility coordination. $835,000.

La Clinica De La Raza, Vallejo, CA
Adaptive reuse of two existing 2-story buildings into a new 25,000 SF multi-department community health center. Due to the age and condition of the building, significant portions of the existing building were required to be removed and replaced. The project contains two Medical Pods with 26 exam rooms, 6 behavioral health consult rooms and integrated team rooms; Dental Clinic with 16 operatories; Optometry; Laboratory and Patient Health Education and Outreach. Skylights and an open atrium bring in natural light for occupants, while the large storefront along the main level connects the health center with the activity on street. The facility substantially expands La Clinica's ability to provide community healthcare services to the Vallejo community. $18 Million.

City of Concord, Grant Street | East Street Pavement Rehabilitation PJ2525, Concord, CA
Construction Management and Inspection services for the pavement rehabilitation on Grant Street from Broadmoor Avenue to High School Avenue, and East Street from High School Avenue to Salvio Street. Scope of work also included the installation/upgrades of curb ramps at intersections, minor concrete repairs, storm drain and utility adjustments, bio-retention basin, replacement of traffic signal loops with vehicle detection cameras, adjustment of pedestrian push buttons to meet accessibility standards, restriping, bicycle facilities, and installation of high visibility crosswalks. $5.5 Million.

City of Orinda, 2019 Orinda Measures J & L Pavement Rehabilitation, Orinda, CA
Construction Management and Inspection Services for the City of Orinda's Measures J & L Pavement Rehabilitation project. The scope of work includes Slurry Seal and crack sealing of over 60 streets, Full Depth Reclamation (FDR) of 5 streets, Hot Mix Asphalt (HMA), mill & fill pavement overlays of over 65 streets, base repairs, construction of concrete v-ditches, minor concrete structures, curb & gutter, HMA lined swales, storm drain repairs and replacement by open cut and lining, extensive potholing, utility adjustments, and traffic control. $12 Million.

City of Orinda | Town of Moraga, 2018 Measures J & L Pavement Rehabilitation, Orinda and Moraga, CA
Construction Management and Inspection Services for the City of Orinda and Town of Moraga's Pavement Rehabilitation project. The scope of work includes, Full Depth Reclamation (FDR) of over 50 streets, both Rubber Hot Mix Asphalt (RHMA) and Hot Mix Asphalt (HMA), mill & fill pavement overlays, base repairs, construction of concrete v-ditches, minor concrete structures, curb & gutter, HMA lined swales, storm drain repairs and replacement by open cut and CIPP lining, extensive potholing, utility adjustments, and traffic control. $15 Million.

City of South San Francisco, 2018 Pavement Surface Seal Program, South San Francisco, CA
Construction Inspector for the City's annual paving maintenance program that provided preventative maintenance application of crack seal and slurry seal to various street pavement segments, primarily in the Sunshine Garden neighborhood. The program rehabilitated approximately 170,000 square yards of City streets with the application of modified rejuvenating emulsion and scrubbing, followed with a mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, concrete and other additives. The scope of work included removal of vegetation, debris and pavement striping and marking on streets, repairs of

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PROJECT EXPERIENCE (CONTINUED)

structural pavement failures, applying scrub seal and the slurry seal mixture, and the reinstallation of striping and pavement markings. Preparatory work included repair of concrete elements (V-ditches, curbs, gutters and sidewalks); pavement base repair was also included in the scope of work. Duties included daily inspection of work performed, quality assurance, verification of proper materials, coordination with the special inspection and materials testing, tracking of bid quantities, public outreach and notifications, and safety and traffic control monitoring. $1 Million.

City of Concord Downtown Sanitary Sewer Upgrade Phase III Project PJ2407, Concord, CA
Comprehensive construction management services. The project was completed under the City's Sanitary Sewer repair program and required close coordination with the City's Sewer Department, Infrastructure and paving crews. This project was performed just after the COVID-19 shelter-in-place orders were issued, therefore close coordination with the contractor crews and the public were extremely important. Following County-issued COVID-19 requirements was critical to keeping the crews and public safe. $2.3 Million.

City of San Bruno, Jenevein Avenue Sewer Replacement, San Bruno, CA
Construction Inspector. Construction management and inspection services a sewer replacement project including horizontal directional drilling, over 2,000 feet of open trench sewer construction, manhole replacement and roadway milling and overlay. $1.5 Million.

City of San Bruno, Trenton Sewer Replacement, San Bruno, CA
Construction Inspector. Construction management and inspection services sewer construction and cure-in-place lining. Project included over 2,000 feet of open trench sewer construction, CIPP lining, top-hat installation at re-instated sewer laterals, manhole rehabilitation and slurry seal of roadway. $1.3 Million.

County of Santa Cruz, Various Street Projects, Santa Cruz, CA
Primary Technician providing observation and testing services for quality assurance during slurry seal and chip seal for various locations in Santa Cruz County. Monitored the surface preparation receiving chip seal before spraying emulsion, monitored spray rate and aggregate distribution for uniformity. Provided sampling of the emulsion and aggregates for laboratory testing. $2 Million.

City of Concord, Concord Various Streets Preservation, PJ2292, Concord, CA
Pavement Inspector. Scope of work consisted of mobilization, traffic control, cold planing asphalt concrete pavement, full depth reclamation (FDR), rubberized hot mix asphalt (RHMA) and hot mix asphalt (HMA) paving, dig-outs, signing, striping and pavement delineation. This is a CalTrans Local Assistance project. $1.2 Million.

City of Concord, Fiscal Year-End 2014-2015 Pavement Rehabilitation, PJ2331, Concord, CA
Construction management and Inspection Services on a highly visible paving project that consisted of Rubberized Hot Mix Asphalt (RHMA) and Cold-in-Place Recycling on two separate important roadways in the City. The work included Community Outreach and close coordination with local residents and businesses. The scope of work included installation of a new underground RCP storm drain line, new underground fiber optic conduit, interconnect conduit and traffic loops. The work on Salvio Street also included new ADA curb ramps, milling of existing pavement, and new RHMA. The work on Oak Grove Road, included coordination with another City project to install a traffic signal at Sierra Street, new ADA curb ramps, CIR (pavement removal and recycling onsite) and placement of new Hot Mix Asphalt (HMA) pavement. New signage and pavement striping were also included on both streets. Construction value: $1.8 Million.

City of South San Francisco, Capital Improvement Program Management Services, South San Francisco, CA
Construction Inspector. Program Management and construction management services on over 20 projects including park improvements, utility undergrounding, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and corporation yard stockpile shelter. Working with the City staff on all aspects of the Capital Improvement Program delivery, from project definition and feasibility studies to estimating, obtaining permits, project coordination with City departments, design management, RFP preparation, schedule and budget management, bid management including bid marketing, solicitation and award, writing staff reports, meeting with stakeholders, managing the construction and inspections, grant

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PROJECT EXPERIENCE (CONTINUED)

administration and project close-out. $50 Million. Projects include:

- Various Sewer and Storm Drain Utilities - $2.5 Million
- Multiple Streets and Traffic System Improvements - $1.9 Million
- Parks and Playground Renovations - $1.2 Million
- Numerous Public Facility Renovations - $1.3 Million

City of South San Francisco, Sanitary Sewer and Manhole Replacement & Rehabilitation 2016, South San Francisco, CA
Construction Inspector. Construction management and inspection services. Open cut sewer construction, pipe bursting, manhole rehabilitation. Project included over 1,000 feet of open trench and over 3,000 feet of Pipe bursting sewer main construction, manhole rehabilitation, and replacement. Constructed in SFPUC and Caltrans right of ways. $1.5 Million.

City of Concord, Measure Q Pavement Repair Project 5 & 6, Pavement Maintenance Zones 4 & 5, PJ2332 and PJ2333 Concord, CA
Construction Inspector. Construction management and inspection services. Pavement repair – Digouts and thin maintenance overlay, PCC curb ramps, sidewalks and driveways, point repairs and open cut construction of sanitary sewers. $2.5 Million.

Contra Costa County, Upper Sand Creek Basin, Antioch, CA
Field Representative and Onsite Lab Manager for the quality assurance testing for the Division of Safety of Dams Jurisdictional project. As part of the construction management team, was responsible for performing observation and testing of each materials for the embankment construction, cement treated base weir construction, obtaining structural concrete test specimens and oversaw the onsite laboratory testing operations. Also responsible for data acquisition and organization, engineering calculations, analysis and presentation. Field duties include sand cone and nuclear gauge density testing, concrete and soils sampling. $10 Million.

SMART, Sonoma Marin Area Transit District, Sonoma, CA
Primary Earthwork Technician for the initial stages of the track and structure development for the 70-mile long diesel mechanical unit railway project. Responsible for quality control testing and monitoring of various railroad components, including railroad drainage systems in wetland areas, railway bedding, retaining walls, structure backfill, AC testing and sampling at on-grade crossings. $690 Million.

City of Foster City, Lakeside Drive Improvements, Foster City, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, West Street Improvements, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Ashby Avenue, Sewer Rehabilitation, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Adeline Street, Sewer Rehabilitation, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Ceder Street, Sewer Rehabilitation, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Safe Routes to Transit, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

Bill Coletto, PE, QSD/QSP

SENIOR PROJECT MANAGER | RESIDENT ENGINEER

Mr. Coletto has over 30 years of experience and is a seasoned professional construction inspector and is a licensed Professional Engineer and is QSD/QSP certified. He has been involved in municipal infrastructure projects, his background includes hospital, transportation, commercial and industrial. His background also includes project management and on-site project engineering and has provided design and construction management support for numerous public works projects. He brings extensive experience with welding, spray-applied fireproofing, reinforced concrete, structural masonry, structural steel and bolting, nuclear gauge operations, and stormwater quality.

PROJECT EXPERIENCE

County of Alameda, California Facilities Needs Priority Program, County of Alameda, CA
Development and management of a Capital Improvement program for the County of Alameda, including renovation and energy efficiency upgrades to over 20 County-owned buildings in central Alameda County. Utilizing Federal American Rescue Plan Act (ARPA), and State of California Mental Health Services Act (MHSA) funding, the program has a tight design, procurement, and construction schedule dictated by funding source requirements. Projects include facilities for multiple County agencies including:

- Ashland Youth Center
- Youth UpRising Center
- Health Care Services Agency
- Behavioral Health Care Services
- Probation Department
- Building Management Division

Primarily located at the County's Fairmont and Highland Campuses, the program includes code compliance, building envelope improvements, and mechanical/electrical/plumbing upgrades to increase energy efficiency. Several of the projects are in active healthcare, behavioral health, and probation department facilities, requiring construction in occupied buildings with sensitive communities. Agency oversight includes the County of Alameda, City of San Leandro, the California Board of State and Community Corrections, and Department of Health Care Access and Information. $125 Million.

City | Port of Richmond – Terminal 4 Wharf, Warehouse, and Piling Removal Project, Richmond, CA
Comprehensive construction management services to manage scope of work that includes demolition of a wharf and warehouse as well as bank restoration. This work includes, but is not limited to the following: compliance with State and Federal regulatory agency permits; mobilization, preparation and implementation of a SWPPP; installation of a silt curtain; bathymetric surveys; clearing and grubbing; removal and disposal of wood, concrete, asphalt and steel both above and underwater; removal and disposal of wood, concrete and steel piles; management and disposal of hazardous materials (creosote wood piles, pressure-treated timber, lead-based paint); earthwork; placement of enhanced rock slope protection and oyster reef balls. $7.3 Million.

City of Union City On-Call Construction Management Services, Union City, CA
A new 7-11. Responsible for all aspects of the under grounding of PGE electrical and ATT communications utilities for 7-11 and the

EDUCATION

B.S., Mechanical Engineering, Northrop University, Los Angeles, CA

Institute of Technology Classes, University of Minnesota, Minneapolis, MN

AFFILIATIONS / CERTIFICATIONS

State of California Registered Civil Professional Engineer #72556

American Welding Society Certified Welding Inspector #16083301

American Society for Nondestructive Testing SNT-TC-1A, PT Level I/II, MT Level I/II, UT Level I/II

International Code Council Soils, Spray-Applied Fireproofing, Reinforced Concrete, Structural Masonry, Structural Steel and Bolting, and Structural Welding Special Inspector #8103246

American Concrete Institute Concrete Strength Testing Technician, Concrete Field Testing Technician Grade I.

Nuclear gauge operator License # 5634-07

California Stormwater Quality Association Qualified SWPPP Designer and Practitioner #20611

OSHA 30 Hour Training

REFERENCES

Mr. Scott Petersen
Interim Construction Services Manager
City of Pleasanton
925.931.5686
spetersen@cityofpleasantonca.gov

Mr. Steven Yee, PE
Project Manager | City of Pleasanton, Pleasanton, CA | 925.998.5802 | syee@cityofpleasantonca.gov

Mr. Lyhak Eam, PE
Associate Civil Engineer | Engineering Department | City of Milpitas | 455 E. Calaveras Boulevard | Milpitas, CA 95035 |
408.586.3349 | leam@milpitas.gov

PROJECT EXPERIENCE (CONTINUED)

surrounding neighborhood. Relocated the PGE gas utility across Whipple road starting in Union City and tying in the city of Hayward. Responsible for both UC & Hayward ends. Managed all aspects of all public sidewalk, driveway, curb & gutter, ADA ramps, water, sewer, storm drain and ~3,000SF x 5' dp. bio-retention. The project added ~150LF raised median to the main boulevard, Whipple Road. $570,000.

Managed five (5) different fiber optic projects totaling ~4.75mi. One ATT and four Bandwidth Infrastructure Group. Both projects were mainly directional boring with small parts open trenched. Installed a 4x4x4 fiberglass manholes in groups of 3 along each path in active boulevard lanes. On the ATT project, installed pull boxes behind back of walk in landscape areas, sidewalks and driveways. Managed several electrical pole and transformer upgrades and gas leak repairs, sanitary sewer lateral replacements, water line leak repairs and various communications repairs and upgrades and also managed the PGE gas line replacement that consists of ~2600LF of 6" gas main and ~9500LF of 2" line.

City of Concord, Pavement Maintenance Program Zone 4, PJ2444, Concord, CA
The scope of work consisted of mobilization, traffic control, water pollution control program, placement of rubberized hot mix asphalt (RHMA); removal and replacement of hot mix asphalt (HMA), removal and replacement of concrete sidewalk, curb and gutter, curb ramps, driveways and valley gutters, pruning and removal of tree roots, root barrier installation, lowering and adjustment of utility covers to finish grade, removing and replacing speed humps, removal and replacement of traffic striping and pavement markings, and removal and replacement of roadside signs. Swinerton's scope of services included oversight of the general contractor's work, safety program, construction administration, including processing RFI's and submittals, preparing pay applications, negotiating change orders, monitoring daily activities and preparing weekly statements of work days; field inspections, special inspections including concrete sampling and testing, HMA base repair inspections, RHMA-G sampling and testing, photographic documentation, and utility coordination with CCWD and PG&E. Community Outreach and coordination were critical as the work was located within the Walnut Country subdivision, which required close coordination with the homeowner's association, Cowell HOA, and the residents. $2.2 Million.

City of Milpitas, Fire Station No. 2 Replacement, Milpitas, CA
Comprehensive project management, construction management, and construction inspection for the Fire Station No. 2 Replacement project. This high-priority project—as identified by the City Council—consists of constructing a temporary fire station, moving staff to a temporary facility, environmental abatement, demolition of the existing Fire Station No. 2, assistance with review of station design documents, constructing a 10,300-square-feet replacement fire station, moving staff back to their new facility and removing the temporary fire station. $21 Million.

City of Orinda, 2019 Orinda Measures J & L Pavement Rehabilitation, Orinda, CA
Construction Management and Inspection Services for the City of Orinda's Measures J & L Pavement Rehabilitation project. The scope of work includes Slurry Seal and crack sealing of over 60 streets, Full Depth Reclamation (FDR) of 5 streets, Hot Mix Asphalt (HMA), mill & fill pavement overlays of over 65 streets, base repairs, construction of concrete v-ditches, minor concrete structures, curb & gutter, HMA lined swales,

Mr. Jose Gutierrez
Supervising Construction Inspector | City of Union | 34009 Alvarado-Niles Road | Union City, CA 94587 | 510.760.3542 | joseg@unioncity.org

Mr. Michael Boitnott
Capital Improvement Program Manager
City of Dublin | Dublin, CA | 925.833.6630 | michael.boitnott@dublin.ca.gov

storm drain repairs and replacement by open cut and lining, extensive potholing, utility adjustments, and traffic control. $12 Million.

City of Dublin's HVAC, Roof, Fire Alarm and Data System Replacements, Dublin, CA
Provided project and construction management of design/build contract, for major improvements of Dublin City Hall building, including replacement of 7 roofs with new energy efficient TPO roof systems, redesign and rezoning of HVAC system to provide improved climate control in all occupied office spaces, replacement and upgrading of 7 air-handler roof units, and re-routing of ductwork, replacement of t-bar ceilings, upgrading all lighting systems with energy efficient system, upgrading data systems with CAT6E cabling to all offices, painting, carpeting and other related improvements. $5 Million.

City of Concord Downtown Sanitary Sewer Upgrade Phase III Project PJ2407, Concord, CA
Comprehensive construction management services. The project was completed under the City's Sanitary Sewer repair program and required close coordination with the City's Sewer Department, Infrastructure and paving crews. This project was performed just after the COVID-19 shelter-in-place orders were issued, therefore close coordination with the contractor crews and the public were extremely important. Following County-issued COVID-19 requirements was critical to keeping the crews and public safe. $2.3 Million.

Median Barrier Replacement, Fremont-Oakland, CA
This project spanned 25 mi. It consisted of demoing the existing median barrier and replacing it with a new reinforced concrete barrier and all associated drainage, structural steel sign structures, luminaires, electric, communications and fiber-optic. Operations such as deep foundation drilling, directional boring, injection grouting/slurrying, landscaping, irrigation and SWPPP were used throughout the project. Multiple city public works departments, water districts, PG&E, EBMUD, CHP, Caltrans and many other entities collaborated throughout the project. Tracked work quantities to justify contractor payment. Solved constructability issues.

Caltrans 04-3G9204 I-880 Express Lane, Milpitas-Oakland, CA
This project spanned 30 mi. Like the Median Barrier Project except with necessary striping, changeable message board & scanner installations. There were two (asphalt) road widenings, where one included an underground storm water storage box and an approx. 1940' long x 10-20' tall retaining wall.

City of Pleasanton On-Call Construction Management and Inspection Services, Pleasanton, CA
Swinerton was awarded an On-Call Contract with the City of Pleasanton in 2016 to provide Construction Management and Inspection Services on an as needed basis. The services include project and construction management and inspection services for various Capital Improvement and Encroachment Permit projects. Services include preconstruction management, budget and schedule management, Caltrans Local Assistance support, Caltrans file management, conducting weekly meetings, review of contractor submittals, RFI's, change order requests, payment applications, coordination with special inspections and materials testing, document control and project close-out. Projects have included the Bernal Ave Bridge Painting project, the Community and Tennis Park – New Tennis Courts and various encroachment permit projects.

Managed the MCI/Verizon Business Fiber Densification at various sites that included the installation 3" flexible conduit mostly by directional boring. Open trenching where needed. Installed 72 strand optical fiber cable. Monitored traffic control procedures. Coordinated with local utilities. Potholed utilities. Replaced AC pavement, concrete curb & gutter, sidewalks, ADA ramps, street signs, landscaping, fencing and irrigation that was demolished for cable installation. The MCI/Verizon Densification projects:

- Stoneridge Road & Foothill Road | Segment 99000711-Phase 1 | 2921 LF | $75,000
- Foothill Road | Segment 99000711-Phase 2 | 3306 LF | $90,000
- Foothill Road | Segment 99000711-Phase 3 | 6624 LF | $175,000
- Foothill South | Segment 99000663 | 11040 LF | $290,000
- Sunol Boulevard | Segment 99000694 | 2750 LF | $70,000
- Ray Street – Bernal Avenue | Segment 99000673 | 3537 LF | $95,000
- Santa Rita Road & West Las Positas Boulevard | Segment 99000603 4969 LF | $130,000
- Bernal Avenue | Segment 99000741 | 2160 LF | $60,000

City of Dublin 's Public Safety Complex - Fire and Police Facilities
Provided comprehensive Project Management, Design Management and Construction Management of the

Dublin Public Safety Complex consisting of a 39,000 square-feet building which houses Alameda County Fire Department Administration and City of Dublin's Police Station. Workscope included new sitework, new single story building construction, and extensive remodel and tenant improvements of existing building construction.

All work provided to essential services building standards. Scope also included electrical, emergency power, solar power, HVAC - mechanical, plumbing, security and structural improvements incluing roof; parking lot improvements; relocation of site utilities; civil and landscape improvements. Scope of work also included 120 surface parking spaces with parking for 12 Van Pools, 7 Electrical Vehicle Charging Stations, 9 Designated Clean Air, 10 Bicycle Racks and 12 ADA Parking spaces. $15.3 Million.

City of Dublin's Civic Center HVAC and Roof Improvements, Dublin, CA
Project and construction management of design-build contract, for major improvements of Dublin City Hall building, including replacement of 7 roofs with new energy efficient TPO roof systems, redesign and rezoning of HVAC system to provide improved climate control in all occupied office spaces, replacement and upgrading of 7 air-handler roof units, and re-routing of ductwork, replacement of t-bar ceilings, upgrading all lighting systems with energy efficient system, upgrading data systems with CAT6Ecabling to all offices, painting, carpeting and other related improvements. $5 Million.

Caltrans and City of Red Bluff, Undergrounding Utilities and Main Street Bridge, Red Bluff, CA
Resident Engineer on off-site construction. Responsible for supervising all inspection and testing of underground utilities (sewer, storm drain, water, gas and electric), soldier pile & architectural retaining walls, one road realignment, an I-5 onramp realignment and new roadway construction. Also worked on electrical improvements and signaling for the Main Street Bridge off of Interstate 5 in Red Bluff, Ca.

Caltrans 11-266104 I-8 Pavement Rehabilitation, Ocotillo, CA
Quality Control Manager for 28,000 ton WMA/rubberized asphalt pavement project. Supervised and assisted field technicians. Responsible for compiling, reviewing and submitting field test results to the general contractor (Granite Construction Company Inc.) and Caltrans.

Caltrans 11-167894 Brawley Bypass and Bridge Abutments, Brawley, CA
Quality Control Manager for 53,000 yd^3 continuously reinforced concrete pavement project. Worked on several abutments to several bridges. Supervised and assisted field and laboratory technicians. Responsible for compiling, reviewing and submitting field and lab test results to the general contractor (Granite Construction Company Inc.) and Caltrans.

City of Berkeley, Sewer Projects, Berkeley, CA
Responsible for all inspection and testing of pipe bursting/slip lining sewers at numerous downtown & residential locations across the city.

Irvine Community Development Company, Portola Parkway Roadway and Sewer Line Improvements, Irvine, CA
Installation of 24" DIA sewer line. Tests performed using Caltrans Methods and utilizing City of Irvine, Deputy Inspector Certificate. Roadway subgrade, base and asphalt material. Duties include observation, sampling and testing of soils, aggregates and asphalt. Observation of deep trench (24' DP). Many different soil types observed. Extensive soils identification and testing.

Ana Verde LLC, Infrastructure and Sewer Improvements, Palmdale, CA
Phase 1 consisted of 14 Million cubic yards removal and replacement, 1,450 finished pads, 22,000 linear ft of roadway, sewers, sub-drains, storm-drain system, water mains and services, curb and gutter, base material and asphalt placement, 2, 110ft Dia. water tanks and pump houses.

Manning Homes, Rancho Cucamonga, CA
Mass grading. 23 homes on Archibald St. Over 100' differential in elevation from bottom to top. Dual compound angle 20' slopes separating adjacent properties. Tested ramp for "century home" relocation (26' vertical differential). Inspected installation of all new sewer lines, storm drains, slope drains, "v"-ditches, water, gas and electric.

POWER & WATER

Carmel River Restoration & (San Clemente) Dam Removal, Carmel Valley, CA
Responsible for outfitting, certifying and re-certifying mobile field laboratory. Instructed and certified field & mobile laboratory personnel. Supervised and performed field & laboratory soils testing. Responsible for creating proposal, managing budget, tracking discrepancies and creating closeout documents.

Contra Costa County Water District, Los Vaqueros Reservoir Expansion Project, Brentwood, CA
Determined suitability for use of all materials from clay to rip-rap. Performed advanced soil testing and classification of all material used in construction of dam. Performed field and laboratory services for soil compaction, structural concrete placement. Observed and sampled shotcrete operations and placement of bentonite/concrete slurry of 250'+ deep grout curtains. Compiled, reviewed and submitted field and lab test results to general contractor (Barnard Construction Company Inc.) and Contra Costa County Water District.

City of Anaheim Public Utilities, Lewis Street Substation, Anaheim, CA
Upgraded three 240kV units. Created new pads and reinforced masonry security walls around the individual units and around the entire property located on the SW corner of E Cerritos Avenue and S Lewis Street.

City of Anaheim Public Utilities, South Street Substation, Anaheim, CA
This project installed three new 240kV units. Created new pads, three new outbuildings for electronic switching and reinforced masonry security walls around the new addition located east the train tracks E of S Olive Street between E South Street and E Vermont Avenue.

Burbank Water and Power, Olive Street Electric Station, Burbank, CA
This project installed six new 240kV units. Created new pads and reinforced masonry security walls for individual units and erected canopies in the W corner of the property located N of the corner of N Lake Street and W Olive Avenue.

HEALTHCARE

Natividad Medical Center, Salinas, CA
Supervised and performed structural inspections for hospital HVAC chiller improvements, new solar structures for mobile MRI semi-trailers, medical office building remodeling, radiology department upgrade and emergency room ventilation modernization.

San Quentin State Penitentiary, Medical and Health Services Building, San Rafael, CA
Performed concrete, mortar, grout and masonry testing for 80' x 240', two story, reinforced masonry building and created data reports for the client.

Kaiser Permanente, Oakland, Santa Rosa, Pleasanton, CA
Supervised and performed structural inspections for parking structures, medical office building construction and hospital improvements.

RAIL AND AIR

SANDAG, Miramar, Sorrento Valley Doubletrack, Phase 1, San Diego, CA
Installed an additional track, adjacent to the existing track, allowing the trains to run in both directions without holding one train while the other crossed the single track. It included an approximately 300' MSE wall and an approximately 1000' long, 20'-30' tall, soldier pile wall to support the soil backfill used as a foundation for the new train track.

Metrolink, Valley and Ventura Grade Crossing Improvements, Los Angeles, CA - Moorpark, CA
This project rehabilitated multiple railway street crossings.

Caltrain, Diridon Station, San Jose, CA

PROJECT EXPERIENCE (CONTINUED)

This project included two new, from the ground up, 750'+ passenger loading platforms and four adjacent train tracks. The foundation for the tracks included underlying earthwork and a thick asphalt underlayment used as a base for the ballast, ties and rails. The platform was designed with reinforced concrete, included pedestrian underpasses and structural steel canopies with integral signage, luminaires and communications.

Caltrain, Santa Clara Station, Santa Clara, CA
This project is like Diridon except only one platform was built. This project has the original 1863 station that is now a museum. The pedestrian underpass for this station was architecturally elaborate and incorporated expansive decorative concrete walls.

BART, I-580/Dublin Pedestrian Overpass, Dublin, CA
Scope of work included the earthwork for the foundations of the pedestrian overpass for the new Dublin BART station located in the center median of the 1-580.

Oakland International Airport, East Apron Phase Ill, Oakland, CA
Traveled to Vulcan Materials in Pleasanton, CA. Used Vulcan Materials laboratory equipment to perform Marshall Bulk Specific Gravity/Density, Stability, Flow,% Air Voids, Maximum Theoretical Density and Core Density.

Oakland International Airport, East Apron Phase II, Oakland, CA
Responsible for managing two shifts of personnel for 26,000 ton asphalt laydown. Work was performed over 6 days, 24hrs/day. Including two test strips. One test strip by Gallagher & Burke Asphalt, the other by Vulcan Materials Asphalt.

COMMERCIAL & INDUSTRIAL

Shea Center Industrial Complex, Hayward, CA
Supervised and performed soils, reinforced concrete, roofing, bolting & structural welding inspections for four tilt-up buildings: 150,000 square-feet, 100,000 square-feet, 60,000 square-feet and 30,000 square-feet. Managed and supervised field and laboratory personnel. Responsible for creating proposal, managing budget, tracked discrepancies and created closeout documents.

Walmart Supercenter, Oroville, CA and Walmart Delta Shores, Sacramento, CA
Supervised and performed several store improvements including roofing, HVAC, soils, reinforced concrete, reinforced masonry, roofing, bolting & structural welding inspections of 250,000 square-feet retail building. Construction included utilities, loading docks, freezer/refrigerator rooms, parking lots, landscaping, etc. Managed and supervised field and laboratory personnel. Responsible for creating proposal, managing budget, tracking discrepancies and creating closeout documents.

Walmart Supercenter, Milpitas, CA and Walmart Supercenter, Sonora, CA
Supervised and performed soils, reinforced concrete, reinforced masonry, roofing, bolting & structural welding inspections of 60,000 square-feet grocery addition. Construction included utilities, loading dock, freezer/refrigerator rooms, etc. Managed and supervised field and laboratory personnel. Responsible for creating proposal, managing budget, tracking discrepancies and creating closeout documents.

CVS Sebastopol, Sebastopol, CA
Supervised and performed soils, reinforced concrete, reinforced masonry, stamped steel stud construction, roofing, bolting & structural welding inspections of 16,000 square-feet pharmacy. Managed and supervised field and laboratory personnel. Responsible for creating proposal, managing budget, tracking discrepancies and creating closeout documents.









City of Concord - On-Call Comprehensive Project and Construction Management Services for Various Roadways | Infrastructure | Parks | Building Projects.

Scope of services are comprehensive and includes pre-planning, programming, project implementation and prioritization, development of budgets and schedule, community outreach, design management, coordination with City and regulatory agencies, prequalification, CalTrans, permitting, bid management, preparation of RFQ's and RFP's to initiate environmental studies and design, construction management and project close-out. The program involves roadways, building improvements, parks, trails and pathway improvements, sewer rehabilitation, annual paving and street resurfacing program, ADA improvements, sewer repairs, utilities, pavement resurfacing and restroom modifications. Projects include:

- Monte Gardens Sewer Rehabilitation
- Cowell Road Sewer Repairs near BART
- Monument Trail
- Purchasing Building Renovation
- Farm Bureau Road Safe Routes to School
- Centre Concord Building Improvements
- Park, Trail and Pathway Improvements - Various Locations
- Sewer Rehabilitation Projects - Various Locations
- 2014 Annual Street Pavement and Resurfacing Program
- Monument Boulevard - Pedestrian and Bicycle Trails
- Monument Boulevard - ADA Improvements
- Concord Boulevard Roadway Improvements
- Todos Santos Plaza Archway

Location
Concord, CA

Client
City of Concord

Designer | Design Engineers
Various

Value
$30 Million Plus

Completion
December 2024

Delivery Method
Design-Bid-Build

Project Highlights
- Project and Construction Management Services
- CIP Programming
- Multiple Funding Sources
- Bid Management
- Coordination with City Depts.
- Public Outreach | Community Engagement
- Permitting
- Utility Coordination
- Staff Augmentation

Team Members
Robert Addiego
Brett Lowther
Jonathan Haworth
Bill Coletto
Oscar Zhao

REFERENCE

Mr. Bernard Enrile, PE | CIP - Capital Improvement Program Manager | City of Concord | 1435 Gasoline Alley | Concord, CA 94520 | 925.671.3031 | bernard.enrile@cityofconcord.org







City of South San Francisco Capital Improvement Program and Construction Management Services

Program and Construction Management services for the City's Capital Improvement Program, delivering infrastructure improvements to the City's transportation network, sewer and stormwater, utilities, parks and public buildings.

Swinerton Management & Consulting is serving as the Program Manager on over 38 projects including park improvements, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and stockpile shelter. Working with the City staff on all aspects of the Capital Improvement Program delivery, from project definition and feasibility studies to estimating, obtaining permits, project coordination with City departments, RFP preparation, design management, schedule and budget management, bid management including bid marketing, solicitation and award, writing staff reports, meeting with stakeholders, managing the construction and inspections, grant administration and project close-out. Representative projects include:

- Various Sewer and Storm Drain Utilities - $10 Million
- Multiple Streets and Traffic System Improvements - $5 Million
- Parks and Playground Renovations - $3 Million
- Rule 20A Underground Utility District - $5 Million
- Numerous Public Facility Renovations - $3 Million
- Water Treatment Plant Improvements - $20 Million

Location
South San Francisco, CA

Client
City of South San Francisco

Designer
Various

Value
$50 Million

Completion
2023

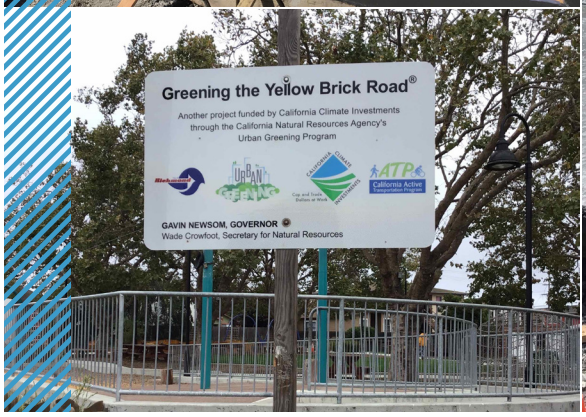
Delivery Method
Design-Bid-Build

Project Highlights
- Rule 20A Program
- CalTrans LAPM Documentation
- Program/Construction Management
- Cost Estimating
- Design Management
- Preconstruction Services
- Parks, Street, Utilities and Building Improvements, Sewers, Storm Drains, Water Treatment Plants
- Staff Augmentation

REFERENCE

Mr. Matthew Ruble | Principal Civil Engineer | City of South San Francisco | 315 Maple Avenue | South San Francisco, CA 94080 | 650.829.6671 | matthew.ruble@ssf.net







City of Richmond - Yellow Brick Road Pedestrian and Bicycle Improvements - Phases 1 & 2

Swinerton Management and Consulting was selected to provide Construction Management and Inspection Services to the City of Richmond for the Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood Project. This project is the result of the vision by neighborhood teenagers that wanted safer paths of travel to and from their homes to their schools and parks. The project was designed and closely coordinated with POGO Park, a non-profit organization in Richmond that has been integral in improving the neighborhoods in Richmond. They were able to secure the Federal funding through an ATP Grant and State funding from an Urban Greening Grant.

The project scope of work included installing raised intersections, raised crosswalks, non-raised crosswalks, traffic circles, bus stop pads, curb bulbouts, curb and gutter, sidewalks, driveways, curb ramps, medians, asphalt concrete pavement, textured colored asphalt concrete pavement, slurry seal, base repairs , storm drain manholes and junction structures, catch basins and inlets, storm drain pipes, valve and utility box and manhole adjustments, signing and striping, bike lanes, bike boulevards, traffic signals, pedestrian hybrid beacons (PHB), lighting, and relocating traffic signals and cabinets.

Swinerton's scope of work included resident engineering tasks, field inspections, document control, Caltrans Local Assistance administration, coordination with local utility companies, public outreach, coordination with local schools and hospital, monitoring submittals and RFI's, budget and schedule management, conducting weekly meetings, providing weekly updates to the City Manager's office, quality assurance and special inspections and materials testing.

Location
Richmond, CA

Client
City of Richmond

Engineer
Phase 1 - Nichols Consulting Engineers and MIG
Phase 2 - CSW/ST2

Completion Date
Phase 1 - August 31, 2022
Phase 2 - May 2025

Value
Phase 1 - $7.5 Million
Phase 2 - $1 Million

Deliver Method
Design | Bid | Build

Project Highlights
- Federal and State Funded Project
- Caltrans Local Assistance
- Traffic Signal Modifications
- New Street Lighting
- Pedestrian and Bicycle Safety Improvements

Team Members
Robert Addiego
Oscar Zhao
Jonathan Haworth
Dmitry Wyman
Srushti Veluvolu
Jeff Neuenburg
Jacqueline Majors

REFERENCE

Wendy Wellbrock, PE | Senior Civil Engineer
City of Richmond | Public Works Department
450 Civic Center Plaza | Richmond, CA 94804
O: 510.307.8108 | M: 510.672.0846
wendy_wellbrock@ci.richmond.ca.us







City of Concord Grant Street | East Street Pavement Rehabilitation Project No. PJ2525

Swinerton Management & Consulting provided Construction Management services that included daily onsite inspection and observation, photo documentation, preparing daily reports, coordination with materials testing and special inspections, submittal and RFI tracking, schedule monitoring, change order review and negotiation, bid item quantity tracking and progress payment review and acceptance. Swinerton is maintaining close coordination with the City, Contractor and other stakeholders to notify them of the work schedule. This project also requires correspondence and close coordination with Caltrans as much of the project limits are in the Caltrans right-of-way. Coordination with the City and designer to obtain the necessary Caltrans permits is required. Services include public outreach and coordination with John Muir Hospital, Mt. Diablo High School, and residents and businesses regarding the project scope and sequence on a regular basis.

The construction scope of work, in general, consists of mobilization, traffic control, water pollution control, demolition, tree removal, potholing of existing utilities, open trench of storm drain, street asphalt concrete pavement by full depth reclamation method, asphalt concrete grind and overlay, concrete curb and gutter, concrete sidewalk, concrete driveway, concrete median, concrete ADA ramp construction, utility adjustments, traffic striping, pavement markings and markers, street lighting, traffic signal modification, and landscape and irrigation construction.

Location
Concord, CA

Client
City of Concord

Design Engineer
BKF Engineers

Date Completed
March 2024

Delivery Method
Design-Bid-Build

Services
Construction Management
Inspection Services

Value
$5.6 Million

Project Highlights
- Traffic Control
- Concrete Improvements
- Pavement Milling and Overlay
- Demolition
- Potholing of Existing Utilities
- Full Depth Reclamation
- Street Lighting
- Landscape Irrigation

Team Members
- Robert Addiego
- Jonathan Haworth
- Jeffrey Neuenburg
- Oscar Zhao
- Bill Coletto

REFERENCE

Mr. Aldrich R. Bautista, PE | Associate Civil Engineer
City of Concord | Engineering Services
1950 Parkside Drive MS/40 | Concord, CA 94519
925.671.3028 | aldrich.bautista@cityofconcord.org

Mr. Bernard Enrile | Capital Improvement Program Manager
City of Concord | Engineering Services
1950 Parkside Drive MS/40 | Concord, CA 94519
925.671.3031 | bernard.enrile@cityofconcord.org



City of South San Francisco Orange Memorial Park Sports Field

Swinerton Management & Consulting is the construction manager for the City of South San Francisco's Orange Memorial Park Sports Field project. This Sports Field Project replaces the existing natural turf baseball and softball fields at Orange Memorial Park with new synthetic turf softball, baseball and soccer fields.

The fields are improved with sports field lighting, electronic scoreboards and sound system, field associated fencing and netting, spectator bleacher seating, pedestrian pathways with landscape and lighting, landscape irrigation and planting improvements, and relocation and upgrade of an existing concessions building. The Sports Field projects is installed over the new storm water capture system cistern, infiltration gallery and associated piping.

As project and construction manager for the City of South San Francisco, Swinerton prepared the front end document for bidding and managed the bid process through the City's electronic bid portal including marketing, solicitation and award. Swinerton was responsible for coordination with city, designer and contractor during construction, schedule management, performing construction inspections and coordinating Building Department and special inspections, and project close-out.

Location
South San Francisco, CA

Client
City of South San Francisco

Designer
Verde Design

Value
$12.6 Million

Completion
Fall 2023

Delivery Method
Design-Bid-Build

Project Highlights
- Synthetic Turf Baseball | Softball | Soccer Fields
- Spectator Seating
- Electronic Scoreboard and Sound System
- Landscape Planting and Irrigation including Silva Cells
- Relocation and Upgrade of Existing Concession Buildings
- Protection of New Storm Water Capture System
- High Profile Center of Major Community Park Improvements

Team Members
- Peter Vorametsanti
- Lissette Morales
- Luis Guiulfo
- Udit Mishra
- Matthew MacKenzie

REFERENCES

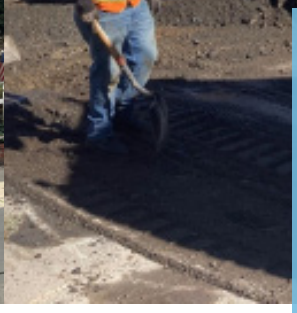
Mr. Philip Vitale, Jr. | Deputy Director
City of South San Francisco | Capital Projects
33 Arroyo Drive | South San Francisco, CA 94080
650.877.8548 | philip.vitale@ssf.net

Mr. Matthew Ruble | Principal Civil Engineer
City of South San Francisco
315 Maple Avenue | South San Francisco, CA 94080
650.829.6671 | matthew.ruble@ssf.net









City of Concord Residential Pavement Maintenance Phase A - Project Nos. PJ2516, 2517, 2561, 2562, 2563

Construction Management services for Residential Pavement Maintenance Phase A scope of work that included mobilization, traffic control, water pollution control, demolition, crack sealing, cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; removal and replacement of concrete sidewalk, curb, gutter, curb ramps, driveways and valley gutters; pruning and removal of tree roots; lowering and adjustment of utility covers to finish grade; removal and replacement of traffic striping and pavement markings; relocating roadside signs; and installing new video detection systems.

Scope of services included daily onsite inspection and observation, photo documentation, preparing daily reports, coordination with materials testing and special inspections, submittal and RFI tracking, schedule monitoring, change order review and negotiation, bid item quantity tracking and progress payment review and acceptance. Swinerton maintained close coordination with the City, Contractor and residents to notify them of the work schedule. This project also required correspondence and close coordination with local schools, utility companies, and other stakeholders.

Location
Concord, CA

Client
City of Concord

Design Engineer
Pavement Engineering, Inc. (PEI)

Contractor
McGuire & Hester

Date Completed
July 2023 - March 2024

Delivery Method
Design-Bid-Build

Services
Construction Management

Value
$8.5 Million

Project Highlights

- Traffic Control
- Water Pollution Control
- Demolition
- Traffic Striping
- Pavement Markings
- Video Detection System

REFERENCE

Mr. Aldrich R. Bautista, PE | Associate Civil Engineer | City of Concord | Engineering Services | 11950 Parkside Drive | M|S 40 Concord, CA 94519
925.671.3028 | aldrich.bautista@cityofconcord.org







City of Martinez - On-Call Construction Management Services

Swinerton was awarded an On-Call Contract with the City of Martinez in 2022 to provide Construction Management and Inspection Services on an as needed basis. The services include project and construction management and inspection services for various Capital Improvement projects. Services include preconstruction management, budget and schedule management, conducting weekly meetings, reviewing contractor submittals, RFI's, change order requests, payment applications, tracking bid item quantities, public outreach and notifications, coordination with special inspections and materials testing, document control and project close-out. Projects have included the Measure H Park Improvements, Hidden Valley Sports Courts, Pine Meadow Park, Morello Avenue Sidewalk Gap Closure, and Webster Drive Hydropneumatic Tank Replacement.

- Measure H Park Improvements Project (Hidden Lakes Park, Cappy Ricks Park, Waterfront Park)
  Construction Start: October 2022
  Construction Completion: April 2023
  Value: $1.3 million
  CM Budget: $87,216 | Final Cost: $87,216

- Hidden Valley Park Sports Courts Project
  Construction Start: July 2024
  Construction Completion: February 2025
  Value: $1.5 million
  CM Budget: $159,985 | Final Cost: $159,901

- Pine Meadow Park Project
  Construction Start: August 2024
  Construction Completion: May 2025
  Value: $2.6 million
  CM Budget: $159,600 | Final Cost: $159,600

- Morello Avenue Sidewalk Gap Closure Project
  Construction Start: January 2025
  Construction Completion: February 2025
  CM Budget: $65,760 | Final Cost: $60,069

Location
Various Sites within City of Martinez, CA

Client
City of Martinez

Start | Completion
November 2022 - November 2025

Value
$1.1 Million

Team Members
Robert Addiego
Jeff Neuenburg
Ayushi Patel
Matthew MacKenzie
Srushti Veluvolu
Udit Mishra

REFERENCE

Trevor McGuire, PE
Associate Civil Engineer | City of Martinez, Engineering Department | 525 Henrietta Street, Martinez, CA 94553
(o) 925.372.3502 | (m) 925.839.3566
tmcguire@cityofmartinez.org







City of Brentwood Civic Center

City of Brentwood's Civic Center consists of a LEED certified New City Hall, Community Center, Parking Structure and Plaza with a Focal Water Feature.

The new 65,000 square-feet three-story City Hall centralized City staff from multiple locations. The 34,000 square-feet two-story Community Center features a full kitchen, art studio and gallery, and accommodates up to 476 seats in the community hall. The 111,300 square-feet four-story parking structure has 280 stalls. In addition to construction, major site work included the demolition of the existing library, community center and city hall.

Swinerton provided comprehensive project and construction management services including design management, bid management, contractor qualification and selection, management of all construction, special inspection and material testing and project close-out activities.

Location
Brentwood, CA

Client
City of Brentwood

Architect
LPA, Inc.

Completion Date
May 2012

Value
$40 Million

Project Highlights
- LEED Certified
- Construction Management
- California Mission Style Design Features
- New City Hall
- Community Center
- Parking Structure
- Project Staff Utilizing EADOC Software
- Water Feature
- Green Roof
- Bioswales
- Infiltration Planters
- Right-of-Way
- Pervious Paving

REFERENCE
Ms. Gail Leech | Management Analyst
City of Brentwood |
925.516.5118 | gleech@brentwoodca.gov







City of Concord BART Area Sanitary Sewer Upgrade - PJ2406

Swinerton Management & Consulting provided Construction Management and Inspection for the City's Concord BART Area Sanitary Sewer Upgrade Project.

The project was completed under the City's Sanitary Sewer repair program and required close coordination with the City's Sewer Department, Infrastructure and paving crews.

The scope of work included mobilization, traffic control, storm water pollution control, potholing of existing utilities, clearing and grubbing, bypass pumping of sewer flows, open trench replacement of sanitary sewer mains and laterals, pipebursting replacement of sewer laterals, sewer cleanout installation, manhole construction, manhole rehabilitation, ADA curb ramp reconstruction, pavement milling, digout repairs, HMA overlay, keycuts, remove and replace PCC valley gutters, and traffic striping and markings. Scope of work included:

- Remove and replace over 4,800 LF of main sewer lines
- Construct new Sanitary Sewer manholes
- Rehabilitate existing Sanitary Sewer manholes
- Pipeburst existing 4" and 6" sewer laterals
- Remove and replace sewer cleanouts
- Construct new sewer cleanouts
- Reconstructed over 1,000 LF of rolled concrete curb and gutter
- Constructed new 18 new ADA curb ramps and reconstructed concrete valley gutter

Swinerton Management & Consulting scope of services included oversight of the general contractor's work, construction administration, including processing RFI's and submittals, preparing pay applications, negotiating change orders, monitoring daily activities and preparing weekly statements of work days; field inspections, special inspections including HMA pavement and concrete testing, compaction testing, paving inspections, photographic documentation, and utility coordination with CCWD and PG&E.

Community Outreach and coordination were critical as the work was nearby the Concord BART Station and in residential areas. A BART Permit was required for a portion of the work nearest the station.

Location
Concord, CA

Client
City of Concord

Design Engineer
Harris & Associates

Date Completed
July 2019

Delivery Methods
Design-Bid-Build

Services
Construction Management

Value
$3.9 Million

Project Highlights

- 4,800 LF of main sewer lines
- Sanitary Sewer manholes
- Sewer cleanouts
- Rolled concrete curb and gutter
- ADA curb ramps r
- Milled and overlaid pavement on

REFERENCE

Mr. Ali Hatefi, P.E. | Associate Civil Engineer
Department of Community & Economic Development
Engineering Services Division |City of Concord
1435 Gasoline Alley |Concord, California 94520
925.671.3284

Jeff Gee, AIA
PRINCIPAL-IN-CHARGE
D: 415.984.1239
M: 650.483.7412
jgee@swinerton.com



2001 Clayton Road, 6th & 7th Floors
Concord, CA 94520
swinertonmc.com

SWINERTON
MANAGEMENT & CONSULTING

UNICO ENGINEERING



STATEMENT OF QUALIFICATIONS

Construction Management and Inspection Services

JULY 25, 2025







DUBLIN
CALIFORNIA

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Appendix

Resumes

1485 Civic Court, Suite 1500
Concord, CA 94520
www.unicoengineering.com • 916.900.6623

July 25, 2025

Julius Pickney, Management Analyst II
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Subject: Statement of Qualifications – Construction Management and Inspection Services

Dear Mr. Pickney and Members of the Selection Committee:

The City of Dublin (City) is seeking a consultant firm to provide on-call construction management and inspection services for various projects and task orders associated with the City's Capital Improvement Program. The City's project priorities demand a construction management partner who brings both hands-on field expertise and proactive coordination from pre-construction through project closeout.

With a proven record of delivering complex municipal infrastructure projects, including park improvements, roadway reconstructions, and public safety facility upgrades, **UNICO Engineering, Inc.** (**UNICO**) offers the technical experience, responsive staffing, and local knowledge needed to protect the City's interests, reduce risk, and provide quality outcomes across your CIP portfolio. UNICO understands that the nature of on-call contracts requires flexibility to adjust to the needs of the project, and the importance of efficiently delivering various projects for the City with minimal oversight.

We are flexible and responsive to meet the specific needs of each task order, working collaboratively and acting like an extension of staff rather than an outside consultant. Led by Principal-in-Charge/Contract Manager, **Carlos Melendez**, UNICO proposes to staff this contract with a depth of experienced construction management professionals: **Jenna Castro, Taide Enrile, Gil Galusha, Craig Lozano,** and **Juan Trupp**. To provide a comprehensive team, UNICO has added **Geocon** and **BSK** for materials testing and special inspections.

UNICO is interested in and committed to providing the construction management and inspection services for the City and will staff this contract from its local office in Concord. UNICO is in receipt of Addendum #1 dated July 18th. As the President of UNICO, I am the individual authorized to bind the firm into a contract with the City and can be contacted at 530.903.9023 or via email at cesar@unicoengineering.com. Carlos Melendez will serve as the Contract Manager for this contract and can be contacted at 510.385.0506, or via email at cmelendez@unicoengineering.com to address questions throughout the duration of the contract.

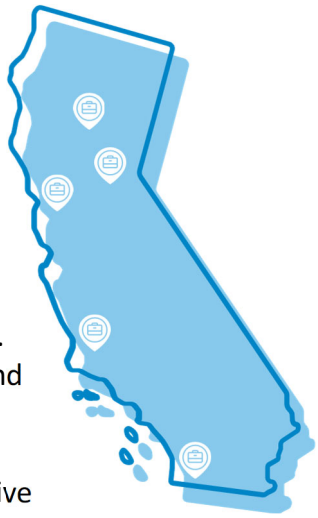
UNICO looks forward to continuing our working relationship with the City. With the right team, local presence, and deep understanding of the future projects' technical complexities, we are ready to be the City's trusted partner. We stand ready to deliver these projects with the accountability, responsiveness, and excellence your City and community deserve.

Sincerely,
UNICO Engineering, Inc.

Cesar Montes de Oca, PE
President

Qualifications and Experience

Trusted local partner.



Established in 2013, **UNICO Engineering, Inc.** (UNICO) is a certified Disadvantaged Business Enterprise (DBE) firm specializing in providing high-quality construction management (CM) and inspection services to public sector clients across California. With over 115 professionals and a strong presence in the Bay Area, including a local office in Concord, UNICO brings extensive regional knowledge, technical capacity, and a proven track record of delivering a wide range of on-call CM projects. **Work for this contract will be performed from UNICO's Concord office location.**

UNICO's construction management team includes more than 30 inspectors, with areas of expertise ranging from storm damage reconstruction and emergency repairs to paving, grading, and roadway overlay to utility relocations, tenant improvements and renovations for buildings/facilities, site improvements, and streetlights and traffic signal upgrades.

UNICO STATS

115+ California Employees

18+ Licensed Engineers

30+ AREs, OEs, and Inspectors

UNICO can provide construction management and inspection support in the form of Resident Engineers, Assistant Resident Engineers, Structures Representatives, Inspectors, Pavement Management Specialists, ITS Specialists, Office Engineers, Labor Compliance, Construction Surveyors, and Drone Pilots as needed.

By combining hands-on experience with regionally based staff, UNICO delivers CM services that are efficient, responsive, and aligned with the mission of the City. We take pride in partnering with clients to extend the value of their infrastructure investments and to help deliver projects for the local communities.

Why UNICO?

For more than a decade, UNICO has served as a respected, professional team focused on a strong commitment to provide responsive, reliable, and thorough construction management and inspection related services. UNICO has the versatility you need, and the local experience that matters. We offer the City:

- **Dedicated and Committed Local Team:** UNICO's local office in Concord allows for our boots-on-the-ground field team to relay real-time information quickly to troubleshoot and respond effectively to changing site conditions such as traffic control and construction operations.
- **Integrated, Proactive Approach:** UNICO strives to operate as an extension of your staff, rather than a third-party consultant. Our team is flexible, responsive, and nimble to meet the City's needs.
- **Trusted Partner with Proven Success:** UNICO holds numerous on-call contracts with public agencies with some contracts spanning over 10 years. We have the ability and capacity to meet the City's schedule and project needs for the upcoming CIP projects.

Similar Experience

The UNICO team has provided on-call construction management and inspection services on a variety of federal, state, and locally-funded infrastructure projects throughout Northern California. UNICO is currently providing on-call CM services for dozens of cities and counties throughout Northern California. The table below highlights UNICO's similar experience based on the City's sample list of projects. Our experience has not included electric vehicle charging or energy improvements, however we have an in-house electrical inspector, **Sam Seward**, that can support those projects. Additional details for select task order assignments in which UNICO provided construction management and inspection services are provided on the following pages.

Client Name | On-Call Contract (Term)	Project Type							
	Facilities/Buildings	Storm Damage Repairs	Parks and Open Space	Roadway Reconstruction	Complete Streets	Resurfacing	Signals and Streetlights	Bike/Ped Improvements
City of Concord | On-Call CM Services (2022-2026)	■		■	■		■		■
County of Contra Costa | On-Call CM Services (2021-2027)				■	■		■	■
City of Benicia | On-Call CM Services (2023-2026)				■	■	■	■	■
City of Elk Grove | On-Call CM Services (2016-2026)	■		■	■	■	■	■	■
City of Citrus Heights | On-Call CM Services (2014-Ongoing)		■		■	■	■	■	
City of Folsom | On-Call CM Services (2017-Ongoing)		■		■	■	■	■	
City of Lincoln | On-Call CM Services (2018-2026)	■			■	■	■	■	■
City of Rocklin | On-Call CM Services (2020-2026)				■	■	■	■	■
City of Woodland | On-Call CM Services (2017-Ongoing)	■			■	■	■	■	■
City of Chico | On-Call CM Services (2024-2027)				■	■	■		
County of Butte| On-Call CM Services (2023-2028)		■						
County of Calaveras | On-Call CM Services (2019-2026)		■		■		■	■	
County of Tuolumne | On-Call CM Services (2023-2026)		■		■		■		
County of Yuba | On-Call CM Services (2022-2025)				■		■		■

Technical excellence focused on success.

Danville Boulevard/Orchard Court Complete Streets | Contra Costa County



This safety improvement project includes construction of a roundabout at Danville Boulevard and Orchard Court, along with ADA upgrades, roadway resurfacing, drainage modifications, utility relocations, and associated electrical and landscaping improvements.



Police Department Campus Improvements | City of Elk Grove

This project involved site and tenant improvements at the City-owned access-controlled location, including a new vehicle bay, laboratory, HVAC systems, roof replacement, upgraded power and water utilities, and enhanced security systems such as access control and surveillance.

Hillcrest Park Regional Green Infrastructure | City of Concord



This project delivers green infrastructure improvements, including stormwater detention, bioretention basins, and trash capture devices, along with ADA-compliant upgrades, parking lot enhancements, lighting, and landscaping.

References

Long-term client relationships.

The following references highlight UNICO's successful delivery of on-call CM services on capital improvement projects similar in scope and complexity to the City's.

On-Call CM & Inspection Services	On-Call CM & Inspection Services	On-Call CM & Inspection Services
Description: On-call services, including new green infrastructure with trash capture devices, storm water detention, bio retention basins, parking lot upgrades, landscaping, lighting, ADA-curbs, and curb ramps.	**Description:** On-call services, including Columbus Parkway improvements to provide two through lanes, a designated right turn lane, a bike lane, median reconstruction, slurry seal and paving, planting and irrigation, and sidewalk.	**Description:** On-call services, including safety improvements along the heavily trafficked Kirker Pass Road between the Cities of Concord and Pittsburg, and complete streets for Danville Boulevard-Orchard Court.
UNICO's Role: Construction Management and Inspection	**UNICO's Role:** Construction Management and Inspection	**UNICO's Role:** Construction Management and Inspection
Client: City of Concord 1455 Gasoline Alley Concord, CA 94519	**Client:** City of Benicia 250 East L Street Benicia, CA 94510	**Client:** Contra Costa County 255 Glacier Drive Martinez, CA 94553
Reference: Kevin Wheat, Associate Civil Engineer | P: 925.671.3422	**Reference:** Neil Leary, Deputy Public Works Director | P: 707.746.4203	**Reference:** Adelina Huerta, Asst. Public Works Director | P: 925.313.2000
Contract Term: 2022-2026	**Contract Term:** 2023-2026	**Contract Term:** 2024-2027

Key Staff Members

Dedicated staff with the right skills.

DUBLIN CALIFORNIA

Principal/Contract Manager
Carlos Melendez, PE, QSD/P
UNICO Engineering

Resident Engineer
Jenna Castro, ME, PMP, LEED AP
UNICO Engineering

Key staff resumes are provided in the appendix.

Construction Management Team

Assistant Resident Engineers
Taide Enrile, EIT
Randall Castain, EIT
UNICO Engineering

Office Engineers
Ryan Ohlson, EIT
Mason Ciari
UNICO Engineering

Electrical Inspection
Sam Seward
UNICO Engineering

Inspectors
Gil Galusha
Craig Lozano
Juan Trupp, EIT
Audie Reynolds
William Rankin
UNICO Engineering

Construction Surveying + Drone
Ryan Ming, PLS
Terrance Ranney
UNICO Engineering

Construction Manager
Brian Balbas, PE
UNICO Engineering

Materials Testing & Special Inspection
Shane Rodacker, PE, GE
Jacob Bishop-Moser, PE
Geocon

Michael Kibbey, EIT
James Auser, PE
BSK

The organizational chart reflects clear, direct lines of communication between the City and the UNICO team, providing efficient coordination for each project throughout the on-call contract term. **Carlos Melendez, PE, QSD/P, will serve as the single point of contact**, bringing experience managing a diverse range of infrastructure projects like the City's CIP.

UNICO offers a well-integrated team with the technical depth, redundancy of key roles, and local knowledge necessary to anticipate and resolve challenges specific to construction in this region.

The UNICO team has successfully delivered comparable projects across Northern California and has a proven history of working together. This familiarity enhances **collaboration**, **accountability**, and **responsiveness**, making UNICO the strongest partner for delivering these projects on-time and within budget.

Our staffing strategy focuses on capability, availability, and active project stewardship. By assembling specialists where needed and leveraging UNICO's in-house CM strengths, we offer the City a nimble, experienced, and well-coordinated team that is fully aligned with each project's challenges and goals.

Ability and capacity to deliver results.

UNICO assigns the right people at the right time to be efficient and cost effective when it comes to staffing on-call assignments. In addition to the staff highlighted on the organization chart, UNICO has more than 30 inspectors to provide construction management and inspection services to meet the needs of the City's projects. The key staff proposed are available and committed to supporting the City. In the table below, we have included a list of key staff members and their roles, existing assignments with committed hours remaining, and percent availability through 2026.

Key Team Member & Role	Existing Assignments	Hours Remaining	% Availability
Carlos Melendez | Principal/Contract Manager	▪ Benicia 2025 Citywide Pavement Rehab ▪ Concord Residential Paving Phase E ▪ Contra Costa County Saranap Trash Capture ▪ Dublin Trash Capture	60 150 42 18	60
Jenna Castro | Resident Engineer	▪ Dublin Trash Capture ▪ Benicia 2025 Pavement Rehab ▪ San Rafael Library	36 162 36	75
Taide Enrile | Assistant Resident Engineer	▪ Contra Costa County Saranap Trash Capture ▪ Concord Residential Paving Phase E	120 330	100 (Nov. '25)
Craig Lozano | Inspector	▪ Stanislaus County Golden State Blvd	390	100 (Oct. '25)
Gil Galusha | Inspector	▪ Vacaville Jepson Parkway ▪ Stanislaus County North County Corridor	210 1080	100 (Jun. '26)
Juan Trupp | Inspector	▪ Caltrans Olancha-Cartago 4-Lane	360	100 (Oct. '25)

Established team with longstanding collaboration.

UNICO will coordinate closely with our subconsultants, **Geocon** and **BSK**, through regular communication, shared project schedules, and collaborative work sessions, drawing on our successful history of partnering to deliver seamless, well-integrated services. We have both firms identified to provide a depth of resources and responsiveness depending on the specific assignment and scope of work.

About Geocon

Geocon is a California-based geo-environmental firm with over 50 years of experience providing geotechnical engineering, materials testing, and special inspection services. With a staff of 350 across nine California offices, Geocon brings certified inspectors and field technicians accredited by Caltrans, ICC, ACI, and DSA. As a long-time on-call consultant to the City of Dublin, Geocon offers deep familiarity with local standards and site conditions. Their proven track record, including successful collaborations with UNICO across multiple jurisdictions, adds trusted expertise and quality assurance to support the City's CIP delivery.

About BSK

BSK Associates brings nearly 60 years of experience in construction observation, materials testing, and special inspection. With Caltrans-certified labs, including one in nearby Livermore, BSK enhances UNICO's field capabilities through responsive, high-quality testing of asphalt, concrete, masonry, and structural steel. Their certified staff and licensed engineers help confirm materials meet design specifications and regulatory standards, supporting quality and compliance on public works projects.

Approach

Integrated, proactive approach.

UNICO's approach includes proactive leadership, clear communication, and deep understanding of construction. Our team will provide the tasks identified in the RFQ for pre-, during, and post-construction phase services. UNICO's project delivery philosophy emphasizes:

- **Client-first communication** providing transparency, responsiveness, and accountability.
- **Technical accuracy** with staff experienced in Caltrans and local agency specifications, construction safety standards, and documentation and permitting requirements.
- **Proactive risk management** minimizing delays and cost overruns through detailed planning, stakeholder coordination, and real-time problem solving.

UNICO's construction management strategy is rooted in proactive planning, responsive service, and continuous quality improvement. Our approach integrates five key pillars:

- **Staff Selection**
- **Responsiveness**
- **Cost Management**
- **Timely Project Delivery**
- **Quality Control**

These pillars, combined with proven strategies for cost-effective project execution, enable UNICO to deliver consistent, high-quality results tailored to the needs of each assignment.

Staff Selection

UNICO carefully assigns staff based on the specific requirements and technical needs of each task order. Our team includes professionals with expertise across a wide range of project types – from roadway and signalization to parks and facilities.

To provide maximum flexibility, UNICO invests in internal cross-training that broadens the skills of our staff, enabling us to rapidly adapt to the City's evolving staffing needs.

Responsiveness

UNICO is built on a culture of responsiveness and client-first service. Our nimble team remains accessible and engaged throughout the project lifecycle. We provide consistent and open communication by:

- Being present on-site during construction and readily available for consultation.
- Returning all calls, texts, and emails within 24 hours.
- Responding to emergency inspection requests immediately.
- Keeping City staff and stakeholders informed with timely updates.
- Supporting public awareness and engagement through project communications.
- Practicing proactive partnering with stakeholders to build trust and maintain momentum.

Responsiveness

The City staff gains real-time access to project information, enhancing transparency and efficiency while eliminating administrative burden.

Cost Management

UNICO takes a disciplined, analytical approach to budget management, combining technical review with real-time forecasting:

- **Budget Forecasting:** Progress payment quantity reviews and forecast reports help

the City monitor spending and anticipate overruns. In-depth bid item analysis helps validate estimated quantities, reduces payment disputes, and provides reliable forecasts of change orders and claims.

- **Construction Value Engineering:** Using our varied experience and skills from design, construction, and management, our team offers field-based recommendations that optimize performance and reduce long-term maintenance costs.
- **Independent Estimate Reviews:** We provide an analysis of the engineer's estimate to provide alignment with project intent and control risk early.

Timely Project Delivery

UNICO's team actively manages communication, tracks contracts, and documents day-to-day construction interactions to minimize impacts to the project's schedule.

- Quick response to RFIs, submittals, and correspondence allows the Contractor to plan and execute work without delay.
- Contract time tracking is performed using Weekly Statements of Working Days to verify the Contractor remains informed and accountable.
- Focused contract management signals that the UNICO team is fully engaged—motivating the Contractor to stay on schedule and helping the City meet its delivery goals.
- To support encroachment permits, UNICO's inspectors are available on short notice to respond to variable scopes and schedules to meet peak demand, accommodate emergency or after-hours work, and coordinate effectively with permitting entities, the City, and the public.

Quality

UNICO defines quality in three dimensions: product/materials, documentation, and continuous improvement.

- **Product and Materials Quality:** Inspectors work closely with materials testing labs to validate product conformance and identify any field anomalies early.
- **Documentation and Filing:** Projects are managed in full compliance with Caltrans LAPM standards and in conformance with the City filing index. A three-stage internal review process—at pre-, during, and post-construction, confirms decisions are traceable and documentation is audit-ready. This strict Caltrans process protects the City regardless of funding source.
- **Lessons Learned Summary:** We track lessons learned and deliver feedback reports to the City, promoting continuous improvement in future projects.

Cost-Effective Project Management

Whether the assignment calls for a full CM team or a single inspector, our robust, scalable staffing model verifies that we deliver value without compromising quality.

UNICO's cost-effective project management verifies that we are identifying the right resources, assessing the needs of the project, planning schedules proactively, and monitoring the progress of the project.



Our strategies include:

Site Safety
While the Contractor maintains site safety, UNICO's Inspectors are trained to recognize hazards and elevate safety concerns immediately.

Claims Avoidance and Management
We monitor early warning signs—such as RFIs or informal questions—to track, document, and mitigate potential claims before they escalate.

By combining proactive communication, expert staffing, and rigorous quality and cost controls, UNICO helps the City deliver its projects on time, on budget, and to the highest standards.

Constructability Reviews
UNICO leads comprehensive constructability reviews in close coordination with the design team and Contractor. UNICO's ongoing field-level review of design feasibility reduces RFIs and unnecessary changes. By evaluating plans, specifications, and estimates collaboratively, we **help the City resolve potential issues early** - supporting budget control, minimizing change orders, and reducing schedule delays for a smoother construction process.

Schedule Management and Communication
UNICO provides detailed reviews of the Contractor's schedules, change order logic, and sequencing. With full-time, qualified inspection, including specialty inspectors, UNICO's team provides daily inspection reports with photographs to document progress, compliance, and potential issues. **Strong field presence verifies quality and maintains schedule integrity, protecting the City from claims and delays.**

Effective communication leads to better quality control. UNICO has consistently integrated high quality control standards for every project we undertake to confirm accuracy and adhere to approved budgets. During field activities, the Resident Engineer/Construction Manager reviews and signs off on tasks completed by the UNICO team to verify accuracy. UNICO keeps the City actively engaged and involved throughout the project's duration.

Regular coordination meetings, a centralized issue-tracking system, and clearly defined roles and responsibilities allow all parties to remain informed and accountable. By fostering a culture of openness and adaptability, the team mitigates risks associated with unforeseen challenges while maintaining project momentum.

Rate Schedule
UNICO's rate schedule for 2025-2028 is provided on page 10.

Statements
UNICO meets the coverage and limits outlined in Section 4, Insurance requirements; however, our Professional liability policy does include "wasting" policy limits. UNICO will remove the "wasting" limit upon selection.

UNICO ENGINEERING

Rate Schedule

OVERHEAD %: 149.95% **PROFIT %:** 10% **ESCALATION %:** 5%

CLASSIFICATION	DIRECT LABOR HOURLY RATE RANGE		FULLY LOADED HOURLY RATE RANGE 2025		FULLY LOADED HOURLY RATE RANGE 2026		FULLY LOADED HOURLY RATE RANGE 2027		FULLY LOADED HOURLY RATE RANGE 2028	
Principal in Charge	$ 95.00	$ 115.00	$ 261.20	$ 316.19	$ 274.26	$ 332.00	$ 287.97	$ 348.60	$ 301.68	$ 365.20
Senior Resident Engineer	$ 80.00	$ 110.00	$ 219.96	$ 302.44	$ 230.95	$ 317.56	$ 242.50	$ 333.44	$ 254.05	$ 349.32
Resident Engineer	$ 60.00	$ 95.00	$ 164.97	$ 261.20	$ 173.22	$ 274.26	$ 181.88	$ 287.97	$ 190.54	$ 301.68
Structures Representative	$ 80.00	$ 100.00	$ 219.96	$ 274.95	$ 230.95	$ 288.69	$ 242.50	$ 303.13	$ 254.05	$ 317.56
Program Manager	$ 70.00	$ 110.00	$ 192.46	$ 302.44	$ 202.08	$ 317.56	$ 212.19	$ 333.44	$ 222.29	$ 349.32
Senior Construction Manager	$ 75.00	$ 105.00	$ 206.21	$ 288.69	$ 216.52	$ 303.13	$ 227.35	$ 318.28	$ 238.17	$ 333.44
Construction Manager	$ 65.00	$ 92.50	$ 178.71	$ 254.32	$ 187.65	$ 267.04	$ 197.03	$ 280.39	$ 206.41	$ 293.74
Assistant Resident Engineer	$ 40.00	$ 80.00	$ 109.98	$ 219.96	$ 115.48	$ 230.95	$ 121.25	$ 242.50	$ 127.02	$ 254.05
Assistant Construction Manager	$ 35.00	$ 75.00	$ 96.23	$ 206.21	$ 101.04	$ 216.52	$ 106.09	$ 227.35	$ 111.15	$ 238.17
Office Engineering/Document Control	$ 30.00	$ 65.00	$ 82.48	$ 178.71	$ 86.61	$ 187.65	$ 90.94	$ 197.03	$ 95.27	$ 206.41
Construction Inspector (Group 1 Prevailing Wage)	$ 70.00	$ 95.00	$ 192.46	$ 261.20	$ 202.08	$ 274.26	$ 212.19	$ 287.97	$ 222.29	$ 301.68
Construction Inspector (Group 1 Non-Prevailing Wage)	$ 70.00	$ 95.00	$ 192.46	$ 261.20	$ 202.08	$ 274.26	$ 212.19	$ 287.97	$ 222.29	$ 301.68
Construction Inspector (Group 2 Prevailing Wage)	$ 65.00	$ 90.00	$ 178.71	$ 247.45	$ 187.65	$ 259.82	$ 197.03	$ 272.81	$ 206.41	$ 285.81
Construction Inspector (Group 2 Non-Prevailing Wage)	$ 65.00	$ 90.00	$ 178.71	$ 247.45	$ 187.65	$ 259.82	$ 197.03	$ 272.81	$ 206.41	$ 285.81
Clerical	$ 20.00	$ 50.00	$ 54.99	$ 137.47	$ 57.74	$ 144.35	$ 60.63	$ 151.56	$ 63.51	$ 158.78
Principal Land Surveyor	$ 90.00	$ 110.00	$ 247.45	$ 302.44	$ 259.82	$ 317.56	$ 272.81	$ 333.44	$ 285.81	$ 349.32
Survey Manager	$ 80.00	$ 100.00	$ 219.96	$ 274.95	$ 230.95	$ 288.69	$ 242.50	$ 303.13	$ 254.05	$ 317.56
Senior Land Surveyor	$ 65.00	$ 85.00	$ 178.71	$ 233.70	$ 187.65	$ 245.39	$ 197.03	$ 257.66	$ 206.41	$ 269.93
Staff Land Surveyor	$ 40.00	$ 70.00	$ 109.98	$ 192.46	$ 115.48	$ 202.08	$ 121.25	$ 212.19	$ 127.02	$ 222.29
Party Chief (Prevailing Wage)	$ 77.00	$ 97.00	$ 211.71	$ 266.70	$ 222.29	$ 280.03	$ 233.41	$ 294.03	$ 244.52	$ 308.03
Party Chief (Non-Prevailing Wage)	$ 40.00	$ 60.00	$ 109.98	$ 164.97	$ 115.48	$ 173.22	$ 121.25	$ 181.88	$ 127.02	$ 190.54
Chainman/Rodman (Prevailing Wage)	$ 70.00	$ 90.00	$ 192.46	$ 247.45	$ 202.08	$ 259.82	$ 212.19	$ 272.81	$ 222.29	$ 285.81
Chainman/Rodman (Non-Prevailing Wage)	$ 30.00	$ 50.00	$ 82.48	$ 137.47	$ 86.61	$ 144.35	$ 90.94	$ 151.56	$ 95.27	$ 158.78
Draftsman/Survey Technician	$ 30.00	$ 50.00	$ 82.48	$ 137.47	$ 86.61	$ 144.35	$ 90.94	$ 151.56	$ 95.27	$ 158.78
Drone Pilot/Technician	$ 55.00	$ 75.00	$ 151.22	$ 206.21	$ 158.78	$ 216.52	$ 166.72	$ 227.35	$ 174.66	$ 238.17

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates.
- Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 5% escalation, however, increases in DIR rate determinations will be charged accordingly.
- Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees.

Appendix A: Resumes



Carlos Melendez, PE, QSD/P

Principal in Charge/Contract Manager

Carlos is a licensed engineer and seasoned construction project manager who brings a unique dual perspective from his work with both contractors and construction management firms. As Principal/Contract Manager, Carlos provides hands-on leadership and oversight across all phases of project delivery - from constructability reviews and schedule development to on-site inspection and change order negotiations. His recent work on similar on-call projects in Contra Costa County, City of Concord, and City of Benicia demonstrates his ability to lead CM teams, coordinate with stakeholders, and navigate complex construction conditions in active public spaces. Carlos adds value through his depth of understanding of contract administration, risk mitigation, and public outreach, verifying projects stay compliant, on schedule, and responsive to community needs.

Years of Experience

- Total: 29
- With UNICO: 5

Education

- MS Civil Engineering, San Jose State University (2011)
- BS Civil Engineering, California Polytechnic State University, San Luis Obispo (2000)

Registration

- Professional Engineer - CA #C67534 (2005)

Certifications

- ASCE Soil and Rock Slope Stability
- Caltrans Resident Engineer Academy
- Qualified SWPPP Developer and Practitioner (QSD/P) #01144
- USACE Construction Quality Management Training

Affiliations

- ACE Mentor Program of America
- American Public Works Association
- American Society of Civil Engineers
- Construction Management Association of America
- Engineers without Borders

Relevant Project Experience

Columbus Parkway-Rose Drive Improvements, Benicia, CA
Principal in Charge/Resident Engineer. This project improves operations at the intersection of Columbus Parkway and Rose Drive. To increase capacity for westbound Columbus Parkway and provide two through lanes, a designated right turn lane, a bike lane, median reconstruction, slurry seal and paving, planting and irrigation, and sidewalk. The widening requires the extension of the storm drain culvert under Columbus Parkway and construction of a retaining wall. Responsible for project management, resident engineering services, field inspection, and public outreach.

Hillcrest Park Regional Green Infrastructure, Concord, CA
Principal in Charge/Resident Engineer. This $3.8M project constructed an 86,000 gallon subsurface water storage detention basin, two trash capture devices and parking lot reconstructions. The underground stormwater detention system featured electrical facilities, including motor control center, water pump stations and associated piping. The project also included wet well structures, temporary water diversion, storm water diversion structures, junction chambers, storm water trash capture units, bioretention basins, storm drain pipes, manholes, drainage inlets, electrical system, and lighting. Responsible for project management, resident engineering services, field inspection, and public outreach.

Kirker Pass Road Safety Improvements, Contra Costa County, CA
Principal in Charge/Resident Engineer. This $639K project improved the safety and visibility along the heavily trafficked Kirker Pass Road between the Cities of Concord and Pittsburg. The improvements included the removal of 156-feet of metal beam guardrail, installation of 5,400-feet of new guardrail, end anchor assemblies, terminal systems, roadside and median barrier delineators, and installation of four street lights. Responsible for project management, resident engineering services, field inspection, and public outreach.

Carlos Melendez, PE, QSD/P
Principal in Charge/Contract Manager

Relevant Project Experience Continued:

Westminster and Kenyon Ave, Contra Costa County, CA
Principal in Charge/Resident Engineer. This $270K project improves the pedestrian infrastructure by installing 14 field fit curb ramps at selected intersections. Ancillary improvements include removal and replacement of existing concrete valley gutter and asphalt concrete, base rock placement and compaction, formwork construction, and removal, and installation of thermoplastic pavement markings. Responsible for project management, resident engineering services, field inspection, and public outreach.

Briones Area Upgrades, Contra Costa County, CA
Principal in Charge/Resident Engineer. This $1.6M project includes the removal, replacement, and installation of metal beam guardrails at 46 locations along Bear Creek Road, Alhambra Valley Road, and Reliez Valley Road in the Briones area. The project removes existing guardrails and installs new systems with extended lengths, terminal ends, wood and steel posts, delineators, and concrete end blocks, in accordance with the 2023 Caltrans Standard Plans and Specifications. Responsible for constructability review, project management, resident engineering services, and public outreach.

Residential Paving Phase E, Concord, CA
Principal in Charge/Resident Engineer. The project consists of roadway improvements in Zones 5M, 5H, and 4L within Concord. The improvements will increase pedestrian access and mobility and improve roadway conditions for the motorized public. The streets in the project area have a Pavement Condition Index (PCI) in the 40-70 range with light maintenance and rehabilitation as appropriate treatments. The project involves pavement overlay and slurry seal, as well as upgrading curb ramps to achieve ADA compliance, and updating striping to current standards.Responsible for project management, resident engineering services, field inspection, and public outreach.

Danville Boulevard-Orchard Court Complete Streets, Alamo, Contra Costa County, CA
Resident Engineer. This highway safety improvement project constructs a roundabout at the Danville Boulevard and Orchard Court intersection in Alamo. This project includes installation of ADA compliant curb extensions, curb ramps, and entry medians, as well as slurry seal and roadway restriping, drainage adjustments, storm water treatment area, utility relocations, landscaping improvements, and electrical work. Responsible for project management, resident engineering services, field inspection, and public outreach.

Rumrill Boulevard Complete Streets, San Pablo, CA
Assistant Resident Engineer/Utility Coordinator. The project improves the length of Rumrill Boulevard between Costa Avenue to San Pablo Avenue, approximately 1.7 miles in length, and implements a " road diet" which reduces the number of vehicle travel lanes in both directions. A Class 2 bikeway will be added, as well as additional safety features, including bulb outs at intersections, installation of rapid flashing beacons at crosswalks, traffic signal modifications, and lighting improvements. Responsible for coordination between Contractor and utility companies, as well as reviewing construction sequencing plans and responding to RFIs.

Pennington Road Rehabilitation, Live Oak, CA
Resident Engineer. This project reconstructs 1/3 mile of Pennington Road. The work includes removal of the existing pavement section and base materials under the pavement section, placement of 5 inches of hot mix asphalt over 13 inches of Class II aggregate base over compacted subgrade, removal and reconstruction of sidewalk, curb, and gutter, placement of new pedestrian access ramps to meet current ADA standards, construction of new residential and commercial driveways, adjustment of existing utility facilities, and placement of new drainage inlet, followed by new striping. Responsible for project management, resident engineering services, and public outreach.



Jenna Castro, ME, PMP, LEED AP

Resident Engineer

Ms. Castro brings over 15 years of experience in project management, construction management, and engineering. As an effective Project Manager, she has overseen and delivered a variety of projects ranging from civil improvements, structural improvements, mechanical and electrical upgrades, new buidling construction along with fire protection systems. She is a well-rounded engineer capable of delivering a wide variety of projects successfully.

Years of Experience

- Total: 15 years
- With UNICO: .25 years

Education

- BS Mechanical Engineering, University of California, Davis (2010)

Registration

- Mechanical Engineer - CA #M36525 (2010)
- Project Management Professional - CA #2750843 (2020)

Certifications

- LEED AP, BD + C #0010730598

Relevant Project Experience

Citywide Trash Capture Devices, Dublin, CA

Resident Engineer. The project involves installing new trash capture devices at multiple drainage inlets throughout the City to comply with stormwater quality requirements. The project also includes retrofitting select existing devices and removing outdated or non-functional units as needed. Traffic control measures are reviewed and verified regularly to minimize disruption to local traffic and maintain public safety. As Resident Engineer, she oversees construction work to ensure it follows project plans and standards. She manages daily site activities, coordinates with contractors, and resolves field issues.

2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements, Benicia, CA

Resident Engineer. The project consists of roadway improvements on Military West from First Street to the Mary Farmar Elementary School entrance, including pavement treatments of 2 and 3 layer micro-chip-slurry, localized dig outs, and pavement striping. Frontage improvements are being completed on Military West between West 3rd and West 5th, including the construction of a small retaining wall. Pedestrian crossing enhancements are being implemented at five intersections: Military West at West 3rd, Southampton at Hastings, Kearney at Rose, Military East at East 5th, and a mid-block crossing on Kearney. These improvements include bulb-outs, rectangular rapid flashing beacons (RRFBs), high-visibility crosswalks, and ADA-compliant curb ramps. As Resident Engineer, she oversees construction work to ensure it follows project plans and standards. She manages daily site activities, coordinates with contractors, and resolves field issues.

Downtown Library Renovation, San Rafael, CA

Construction Manager. This project renovates the City of San Rafael's Downtown Library via two California State Library grants. The project includes selective demolition to the existing building interior; construction/installation of new interior walls, doors, interior glazing, ceilings, and finishes; compliance with current life safety codes; installation of an interior lift; and modifications to building systems (HVAC, electrical, lighting, telecommunications, audio/visual, and plumbing). As Resident Engineer, she oversees construction work to ensure it follows project plans and standards. She manages daily site activities, coordinates with contractors, and resolves field issues.



Taide Enrile, EIT
Assistant Resident Engineer

Taide Enrile brings 12 years of combined design and heavy civil construction experience to UNICO's construction management team, with a strong background supporting public works projects for Bay Area municipalities and Caltrans. As a former Field Engineer with land development design expertise, Taide offers a rare dual perspective, bridging design intent with real-world construction conditions. Her ability to proactively identify constructability issues, communicate effectively with contractors and design teams, and navigate LAPM compliance requirements makes her a valuable asset on infrastructure projects requiring precision, adaptability, and coordination. Her contributions help streamline delivery, reduce risk, and maintain alignment between the City's objectives and contractor execution.

Years of Experience

- Total: 12 years
- With UNICO: 2 years

Education

- BS Civil Engineering, San Jose State University (2010)

Registration

- Engineer-in-Training - CA #143580 (2011)

Certifications

- Caltrans 8-hour Water Pollution Control Manager Training
- OSHA 30-hour Training

Relevant Project Experience

Cowell Road Maintenance, Concord, CA
Assistant Resident Engineer. The project consists of roadway surface improvements to Cowell Road from Ygnacio Valley Road to Babel Lane, including mobilization; traffic control; water pollution control program; clearing, grubbing, trimming, and root pruning; removing and replacing concrete sidewalk, curb, and gutter; cold planing of asphalt roadway; placement of HMA materials; crack seal and slurry seal; lowering and adjusting utility covers to finish grade; removal and replacement of traffic striping and curb paint. Responsible for contract change orders, field change directives, responding to requests forinformation, communication between Contractor and City, certified payroll, and progress payment review and approval.

Downtown Library Renovation, San Rafael, CA
Assistant Resident Engineer. This project renovates the City of San Rafael's Downtown Library via two California State Library grants. The project includes selective demolition to the existing building interior; construction/installation of new interior walls, doors, interior glazing, ceilings, and finishes; compliance with current life safety codes; installation of an interior lift; and modifications to building systems (HVAC, electrical, lighting, telecommunications, audio/visual, and plumbing). Responsible for contract change orders, field change directives, responding to requests for information, communication between Contractor and City, and progress payment review and approval.

Residential Paving Phase E, Concord, CA
Assistant Resident Engineer. The project consists of roadway improvements in Zones 5M, 5H, and 4L within Concord. The improvements will increase pedestrian access and mobility and improve roadway conditions for the motorized public. The streets in the project area have a Pavement Condition Index (PCI) in the 40-70 range with light maintenance and rehabilitation as appropriate treatments. The project involves pavement overlay and slurry seal, as well as upgrading curb ramps to achieve ADA compliance, and updating striping to current standards. Responsible for contract change orders, field change directives, responding to requests for information, communication between Contractor and City, certified payroll, and progress payment review and approval.



Craig Lozano
Construction Inspector

Craig Lozano is a highly skilled Construction Inspector with over 15 years of experience supporting the delivery of complex public infrastructure projects, including roadway reconstructions, utility upgrades, seismic retrofits, and green infrastructure systems. Craig brings technical knowledge of public works construction, and is trusted to monitor quality and compliance. His field responsibilities include daily inspection, materials verification, and quantity tracking verifying accuracy, accountability, and timely reporting to project teams and owners. Craig's positive attitude, adaptability, and continuous drive to improve make him a respected asset across diverse project types.

Years of Experience

- Total: 15 years
- With UNICO: 4 years

Education

- Coursework General Education Coursework, Sacramento City College

Certifications

- Adult First Aid/CPR/AED
- Confined Space #NOF-1655400022-2409-19496
- ACI Grade Level II
- MT, PT and Radiography
- NDE/NDT Level II
- OSHA 40-hour
- Reinforced Concrete
- Trench Safety

Relevant Project Experience

Hillcrest Park Regional Green Infrastructure, Concord, CA
Construction Inspector. This $3.8M project constructed an 86,000 gallon subsurface water storage detention basin, two trash capture devices ,and parking lot reconstructions. The underground stormwater detention system featured electrical facilities, including motor control center, water pump stations and associated piping. The project also included wet well structures, temporary water diversion, storm water diversion structures, junction chambers, storm water trash capture units, bioretention basins, storm drain pipes, manholes, drainage inlets, electrical system, and lighting. Responsible for field inspection,daily reports, verification of materials, and quantity reports.

San Pablo Dam Rd & Bailey Signal Upgrades, Contra Costa County, CA
Construction Inspector. As part of the Contra Costa County On-Call task orders assignments, this $955K project consists of updating signal hardware including the installation of Advanced Dilemma Detection Zone systems, improvement made to pedestrian crossing signal hardware, installation of LED signal lights, and retroreflective backplates at nine intersections on San Pablo Dam Road between El Portal Drive and Castro Ranch Road and two intersections on Bailey Road from Willow Pass to Canal Road. Responsible for field inspection,daily reports, verification of materials, and quantity reports.

Jepson Parkway Phase 2, Vacaville, CA
Construction Inspector. This $24M project includes the one-mile reconstruction and widening of Leisure Town Road from two lanes to four lanes, including installation of two new traffic signals, new multi-modal pathway, non-potable water, 84-inch sewer manhole, sanitary sewer, and storm drain utility improvements. The 12-mile multi-modal corridor Jepson Parkway project creates a four-lane roadway that moves through Fairfield and ends at the I-80 and Leisure Town Road interchange. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Cedar Lane SR2S Replacement, Yuba County, CA
Construction Inspector. This $4M project enhanced safety and accessibility by improving sidewalks and bicycle lanes for students, parents, and staff. The 0.6-mile project involved removing and replacing pavement, curbs, gutters, and sidewalks, constructing ADA compliant ramps, upgrading striping, signage, and storm drainage, and installing traffic control devices. Additionally, the project provided safer and more accessible routes for the community. Responsible for field inspection, daily reports, verification of materials, and quantity reports.



Gil Galusha

Construction Inspector

Gil Galusha brings nearly three decades of hands-on construction experience to the field, serving as an experienced Construction Inspector with a strong background in public infrastructure. Known for his thorough documentation, practical knowledge of construction methods, and trusted relationships with agencies and other regulatory entities, Gil provides that quality, safety, and compliance are upheld in every phase of construction. He adds value through consistent, accurate reporting, material verification, and a strong command of inspection standards for pavement, ADA compliance, traffic control, and utility work on public infrastructure projects.

Years of Experience

- Total: 31 years
- With UNICO: 4 years

Certifications

- 40 Hour Hazmat
- Asbestos Awareness
- Clock Spring Installer Certified
- Confined Space
- D.O.T. Operators Qualification
- Emergency Response
- Excavation, Trenching, and Shoring
- Fire Extinguisher Training
- First Responder Certified
- Lead Awareness Certified
- OSHA Competent Person Training
- Oil Spill Response Training

Relevant Project Experience

Kirker Pass Road Safety Improvements, Contra Costa County, CA
Construction Inspector. This $639K project improved the safety and visibility along the heavily trafficked Kirker Pass Road between the Cities of Concord and Pittsburg. The improvements included the removal of 156-feet of metal beam guardrail, installation of 5,400-feet of new guardrail, end anchor assemblies, terminal systems, roadside and median barrier delineators, and installation of four street lights. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Residential Paving Phase E, Concord, CA
Construction Inspection. The project consists of roadway improvements in Zones 5M, 5H, and 4L within Concord. The improvements will increase pedestrian access and mobility and improve roadway conditions for the motorized public. The streets in the project area have a Pavement Condition Index (PCI) in the 40-70 range with light maintenance and rehabilitation as appropriate treatments. The project involves pavement overlay and slurry seal, as well as upgrading curb ramps to achieve ADA compliance, and updating striping to current standards. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Rumrill Boulevard Complete Streets, San Pablo, CA
Construction Inspector. This $19M project improved 1.7 miles of Rumrill Boulevard by removing barriers by making sidewalk improvements and constructing dedicated bicycle lanes to reduce conflicts between bicycles, pedestrians and automobiles. A “road diet” reduced the number of vehicle travel lanes in both directions. The project included a Class IV (separated and protected) bike way and additional safety features, including bulb outs at intersections, rapid flashing beacons at crosswalks, traffic signal modifications, and lighting improvements. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Jepson Parkway Phase 2, Vacaville, CA
Construction Inspector. This $24M project includes the one-mile reconstruction and widening of Leisure Town Road from two lanes to four lanes. The roadway expansion includes installation of two new traffic signals, new multi-modal pathway, non-potable water, 84-inch sewer manhole, sanitary sewer, and storm drain utility improvements. The 12-mile multi-modal corridor Jepson Parkway project creates a four-lane roadway that moves through Fairfield and ends at the I-80 and Leisure Town Road interchange. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.



Juan Trupp, EIT
Construction Inspector

Juan Trupp is a highly experienced Construction Inspector and former Caltrans engineer who brings over two decades of field and agency expertise to public infrastructure projects. With a background spanning transportation, stormwater, utilities, and ADA compliance, Juan is skilled in both inspection and resident engineering roles, providing regulatory compliance and clear communication. His deep understanding of Caltrans standards, combined with his ability to manage daily inspection activities, verify materials, and document progress accuracy. Juan's commitment to safety, quality, and proactive problem-solving consistently supports successful project delivery for public agencies.

Years of Experience

- Total: 34 years
- With UNICO: 3 years

Education

- BS Civil Engineering, University of Colorado (1990)

Registration

- Engineer-in-Training - CO #16750 (1990)

Relevant Project Experience

Encroachment Inspection, Citrus Heights, CA
Construction Inspector. This project provides inspection services for over 300 encroachment permit projects, including traffic control, best management plans, replacement and installation of sewer cleanouts, watermains, storm watermains and laterals, sidewalk, curb and gutter restorations, slurry and asphalt restoration, directional boring, rock saw performance, pole replacements, gas mains and laterals installation, utility breaks, and T caps installation and compliance. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Columbus Parkway-Rose Drive Improvements, Benicia, CA
Assistant Resident Engineer. This project improves operations at the intersection of Columbus Parkway and Rose Drive to increase capacity for westbound Columbus Parkway and provide two through lanes, a designated right turn lane, a bike lane, median reconstruction, slurry seal and paving, planting and irrigation, and sidewalk. The widening requires the extension of the storm drain culvert under Columbus Parkway and construction of a retaining wall. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Hillcrest Park Regional Green Infrastructure, Concord, CA
Construction Inspector. This $3.8M project constructed an 86,000 gallon subsurface water storage detention basin, two trash capture devices and parking lot reconstructions. The underground stormwater detention system featured electrical facilities, including motor control center, water pump stations and associated piping. The project also included wet well structures, temporary water diversion, storm water diversion structures, junction chambers, storm water trash capture units, bioretention basins, storm drain pipes, manholes, drainage inlets, electrical system, and lighting. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

San Pablo Dam Rd & Bailey Signal Upgrades, Contra Costa County, CA
Construction Inspector. As part of the Contra Costa County On-Call task orders assignments, this $955K project consists of updating signal hardware including the installation of Advanced Dilemma Detection Zone systems, improvement made to pedestrian crossing signal hardware, installation of LED signal lights, and retroreflective backplates at nine intersections on San Pablo Dam Road and two intersections on Bailey Road. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

UNICO ENGINEERING









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DBE | MBE CERTIFIED

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AMENDMENT TO THE AGREEMENT WITH PAKPOUR CONSULTING GROUP INC. FOR ON-CALL DEVELOPMENT REVIEW

WHEREAS, on June 15, 2021, the City Council adopted Resolution No. 72-21 Approving the Consulting Services Agreement with Pakpour Consulting Group, Inc. for On-Call Development Review and On-Call Construction Management & Inspection with a not-to-exceed compensation amount of $2,000,000 over a three-year term; and

WHEREAS, on December 16, 2021, the contract was amended to expand the scope of services to add emergency operations assistance; and

WHEREAS, on June 4, 2024, the City Council adopted Resolution No. 39-24 Approving Amendment No. 2 to the agreement to extend the term through June 30, 2026, and increase the not-to-exceed compensation amount to $3,000,000; and

WHEREAS, on July 2, 2025, the City issued a request for qualifications (RFQ) for Construction Management and Inspection Services and Pakpour Consulting Group, Inc. submitted qualifications in response to the RFQ; and

WHEREAS, Staff reviewed and evaluated consultant's qualifications in accordance with the RFQ rating criteria and recommended the City Council approve a new agreement for On-Call Construction Management and Inspection Services with Pakpour Consulting Group, Inc.; and

WHEREAS, the agreement and new agreement have repetitive scopes of services pertaining to On-call Construction Management and Inspection Services; and

WHEREAS, the City and Consultant now wish to amend the agreement to remove On-call Construction Management and Inspection Services from the scope of services; and

WHEREAS, the City and Consultant now wish to amend the agreement to add performance measures; and

WHEREAS, the City desires to further amend the Agreement to increase the not-to-exceed compensation limit to $3,500,000 and update billing rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the third Amendment to the Consulting Services Agreement with Pakpour Consulting Group, Inc., attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the amendment to the agreement, attached hereto as **Exhibit A**, and make any necessary, non-substantive changes to **Exhibit A** to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PAKPOUR CONSULTING GROUP, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and Pakpour Consulting Group, Inc. (hereinafter referred to as " CONSULTANT ") entered into a Consulting Services Agreement for On-Call Development Review and On-Call Construction Management and Inspection services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on December 16, 2021, a First Amendment to the AGREEMENT was entered into to add Emergency Operations Assistance to the scope; and

WHEREAS, on June 10, 2024, a Secord Amendment to the AGREEMENT was entered into to extend the term through June 30, 2026, and increase the not to exceed compensation amount to $3,000,000; and

WHEREAS, on July 2, 2025, the CITY issued a request for qualifications (RFQ) for Construction Management and Inspection Services and CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, Staff reviewed and evaluated CONSULTANT's qualifications in accordance with the RFQ rating criteria and recommended that the City Council of the City of Dublin approve a new agreement (NEW AGREEMENT) for On-call Construction Management and Inspection Services with CONSULTANT; and

WHEREAS, the AGREEMENT and NEW AGREEMENT have repetitive scopes of services pertaining to On-call Construction Management and Inspection Services; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to remove On-call Construction Management and Inspection Services from the AGREEMENT scope of services; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to add performance measures to Exhibit A – Scope of Services, Development Review; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to modify Section 2 of the Agreement to increase the not to exceed compensation by $500,000, to $3,500,000; and

WHEREAS, the CITY and CONSULTANT now wish to update the Scope of Services by replacing Exhibit A of the AGREEMENT; and

WHEREAS, the CITY and CONSULTANT now wish to update the Compensation Schedule & Reimbursable Expenses by replacing Exhibit B of the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) The compensation amount set forth in section 2 of the AGREEMENT shall be increased to a sum not to exceed $3,500,000.

2) Exhibit A shall be rescinded in its entirety and replaced with the attached revised exhibit.

3) Exhibit B shall be rescinded in its entirety and replaced with the attached revised exhibit.

4) Except to the extent inconsistent with this Third Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

5) All requisite insurance policies to be maintained by the CONSULTANT pursuant to the AGREEMENT, as may have been amended from time to time, shall include coverage for the amended term, as described above.

6) The individuals executing this Amendment and the instruments referenced in it on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

Dated: _____

PAKPOUR CONSULTING GROUP, INC.

By: DocuSigned by: Joubin Pakpour FD1650F8C0904EA... _____
Joubin Pakpour, P.E.

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Development Review

- Provide staff augmentation services.
- Serve as engineering project manager and primary engineering reviewer for a wide variety of land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications.
- Review and manage multiple land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications from initial planning application or entitlement through issuance of permit for construction or improvement plan and final map approval, construction, to final sign-off of improvements, turnover for maintenance, and warranty release.
- Review, analyze, and develop conditions of approval for various planning entitlement applications such as Tentative Maps, Site Development Reviews and Conditional Use Permits.
- Review various encroachment permit applications, including small cell site applications, and building permit applications.
- Review parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with City and State regulations and engineering standards of practice, including ADA and accessibility requirements.
- Review plans and documents for conformance with the requirements of the RWQCB NDPES Municipal Regional Permit (MRP), including but not limited to:
    - Low impact development.
    - Source control.
    - Design of storm water treatment measures and sizing calculations.
    - Hydromodification standards and the use of BAHM software to both design and review detention and metering devices.
    - Trash capture.
    - Stormwater Management Maintenance Agreements.
- Work collaboratively with Public Works Staff and other City departments such as Planning, Building, Economic Development, Fire and Environmental Services during the review process.
- Coordinate the review and approval process with outside agencies such as Dublin San Ramon Services District, Zone 7 and Alameda County.
- Correspond directly with applicants and their design teams.
- Attend meetings with applicants and Staff and conduct various other duties in order to efficiently coordinate project reviews with City Staff.

- Write memorandums summarizing plan review comments for transmittal to applicants and other departments/agencies.
- Write staff reports for City Council meetings.
- Prepare agreements including long-term encroachment agreements, stormwater operations & maintenance agreements and subdivision improvement agreements.
- Administer surety bonds associated with various agreements.
- Prepare grant deeds, grants of easement or certificates of acceptance documents and review of associated plat maps and legal descriptions.
- Perform field observations and walk-throughs of projects under construction, in support of Public Works inspection staff/consultants.

Performance Measures:

1. Plan Review - As assigned by the Public Works Director, City Engineer, or designee:
    a. Review development applications, including, but not limited to, application forms, plans, specifications, reports, and calculations, for compliance with applicable federal, state, and local laws, regulations, and standards.
    b. Complete review of development applications in accordance with the schedules established by the Public Works Department and Community Development Department.
    c. Notify the Public Works Department within three business days of receipt of an incomplete plan review application package, so that the applicant can be notified that the submittal is incomplete.
    d. Ninety percent (90%) of the time, be available for an online or teleconference meeting within three business days of a meeting request from the Public Works Department.
    e. Ninety percent (90%) of the time, be available within two business days for a field observation or project walk-through of projects in construction.
    f. Maintain records of performance and make those records available to the Public Works Department upon request.
2. Other Duties. Consultant shall perform other related work within the scope of development review, permitting, and inspection, as mutually agreed upon between the Consultant and the Public Works Director, City Engineer, or designee. Fees for such as needed services shall be based upon Exhibit B and the related work schedule will be negotiated and mutually agreed upon by the Consultant and the Public Works Director, City Engineer, or designee.

    If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in

good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Billing Rate Adjustment FY 2025-2026

Position	July 1, 2025 Current
Principal Engineer	$280
Senior Engineer	$248
Senior Designer	$237
Associate Engineer	$220
Associate Designer	$210
Project Engineer	$199
Project Designer	$189
Assistant Engineer	$173
Assistant Designer	$162
Engineering Technician	$134
Administrative Assistant	$87
Public Works Inspector	$194

All CPI increases shall be calculated by Consultant and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
PAKPOUR CONSULTING GROUP, INC.
FOR
ON-CALL DEVELOPMENT REVIEW AND
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Pakpour Consulting Group, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works

within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000 for Development Review and $1,000,000 for Construction Management and Inspection, for a total of $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all

insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, 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 shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. 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 work to be performed under this Agreement 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.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount

not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this

Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is

customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color,

creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to

the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 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 shall 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.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Pakpour Consulting Group, Inc.
Attn: Joubin Pakpour, P.E.
5776 Stoneridge Mall Road, Suite 320
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Attn : City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification
Exhibit D	California Labor Code Section 1720 Information

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

DocuSigned by:
Linda Smith
E33836CEEC044E0...

Linda Smith, City Manager

Attest:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7F38873DC484...

City Attorney

Pakpour Consulting Group, Inc.

6A52E332D449452
Joubin Pakpour
DocuSigned By: Joubin Pakpour

Joubin Pakpour, P.E.

1000054152

Consultant's DIR Registration Number
(if applicable)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Development Review

- Provide staff augmentation services.
- Serve as engineering project manager and primary engineering reviewer for a wide variety of land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications.
- Review and manage multiple land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications from initial planning application or entitlement through issuance of permit for construction or improvement plan and final map approval, construction, to final sign-off of improvements, turnover for maintenance, and warranty release.
- Review, analyze, and develop conditions of approval for various planning entitlement applications such as Tentative Maps, Site Development Reviews and Conditional Use Permits.
- Review various encroachment permit applications, including small cell site applications, and building permit applications.
- Review parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with City and State regulations and engineering standards of practice, including ADA and accessibility requirements.
- Review plans and documents for conformance with the requirements of the RWQCB NDPES Municipal Regional Permit (MRP), including but not limited to:
    - Low impact development.
    - Source control.
    - Design of storm water treatment measures and sizing calculations.
    - Hydromodification standards and the use of BAHM software to both design and review detention and metering devices.
    - Trash capture.
    - Stormwater Management Maintenance Agreements.
- Work collaboratively with Public Works Staff and other City departments such as Planning, Building, Economic Development, Fire and Environmental Services during the review process.
- Coordinate the review and approval process with outside agencies such as Dublin San Ramon Services District, Zone 7 and Alameda County.
- Correspond directly with applicants and their design teams.
- Attend meetings with applicants and Staff and conduct various other duties in order to efficiently coordinate project reviews with City Staff.
- Write memorandums summarizing plan review comments for transmittal to applicants and other departments/agencies.
- Write staff reports for City Council meetings.

- Prepare agreements including long term encroachment agreements, stormwater operations & maintenance agreements and subdivision improvement agreements.
- Administer surety bonds associated with various agreements.
- Prepare grant deeds, grants of easement or certificates of acceptance documents and review of associated plat maps and legal descriptions.
- Perform field observations and walk-throughs of projects under construction, in support of Public Works inspection staff/consultants.

Construction Management and Inspection Services

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Consultant Construction Management Team will provide professional and technical services to manage the construction, and inspection, for the assigned project under the supervision of the City of Dublin. The Consultant shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction*:*

The Construction Manager will assist City Staff in the following:

1. Perform a review of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact to the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the Owner and their consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow staff to gain Council approval of award.
4. Maintain an electronic project management filing system on the City's network using the Microsoft office suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comment on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.

2. Schedule, direct and supervise the Project Inspector or work with the City's Sr. Inspector in assignment of inspection staff.

3. Coordinate all required testing services and review testing reports and materials testing personnel.

4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.

5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule and any other matters related to compliance with the contract.

6. Provide a daily log of events and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract.

7. Review, track and assist in the preparation of responses to Contractor RFI's.

8. Review, track and assist in the review of Contractor submittals.

9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.

10. Provide a monthly update outlining project status, schedule, submittals, RFI's, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.

11. Issue Weekly Statement of Days Charged.

12. Review and furnish contract correspondence, minutes of meetings and directives to be issued to secure the interests of the City.

13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.

14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.

15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.

16. Assist the Design Consultants Team to ensure compliance with the project's various environmental requirements and permits

17. Assist with providing any information to the City Departments as required.

18. Monitor contractor's construction activities to ensure the General Contractor is providing proper planning and coordination of work crews and of subcontractors for the execution of the project work.

19. Identify potential claims and make recommendations to resolve them.

20. Upon completion of the project work, provide a punch list review and recommendation of Project Acceptance.

21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.

22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.

2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project.

3. Provide inspectors daily report of events, manpower, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.

4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.

5. Collect material tags and verify materials on site meet project specifications and project submittals.

6. Maintain a redline set of as-built plans and specifications.

7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.

8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.

9. Track and document Time and Materials work issued to the Contractor.

10. Working with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

January 1, 2021 through
December 31, 2021

Principal Engineer	$220 per hour
Senior Engineer	$190 per hour
Associate Engineer	$170 per hour
Project Engineer	$155 per hour
Assistant Engineer	$140 per hour
Public Works Inspector	$150 per hour
Engineering Technician	$110 per hour
Administrative Assistant	$80 per hour
Sub-Consultant Mark Up	10%

All rates are inclusive of direct costs such as mileage, copies, plots, postage, shipping, telephone and cell phone charges. A 1.3 multiplier will be applied to the hourly rate of Project Inspectors working more than 8 hours per day and / or 40 hours per week.

EXHIBIT C

INDEMNIFICATION

PROFESSIONAL

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT C

INDEMNIFICATION

TECHNICAL CONSULTANT

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 called for 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 City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the

Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3070368.1

AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PAKPOUR CONSULTING GROUP, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and Pakpour Consulting Group, Inc. (hereinafter referred to as "CONSULTANT ") entered into a Consulting Services Agreement for On-Call Construction Management, Inspection, and Development Review services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the CITY would like to expand the services provided by CONSULTANT; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to add a new section for Emergency Operations Assistance to the Public Works Department in the event of an emergency.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 11.0 shall be added in its entirety as follows:

EMERGENCY OPERATIONS ASSISTANCE. The following terms and conditions are hereby agreed to by CONSULTANT in the event of a local or regional emergency:

a. Report into the City of Dublin Emergency Operations Center (E.O.C.). Contract personnel assigned to the CITY will make a reasonable effort to report to the City of Dublin E.O.C. as soon as possible following a local or regional emergency.

b. CONSULTANT shall provide emergency preparedness training at its own expense. All contract personnel assigned to the CITY shall maintain appropriate emergency training and certification at all times, such as ATC-20 Damage Assessment Training and Certification, within 12 months of the execution of this FIRST AMENDMENT.

c. CONSULTANT shall make contract personnel and resources available for emergency response at the same hourly rates and conditions specified in this AGREEMENT.

d. CONSULTANT acknowledges that emergency response work may require variations in the work hours and assignments.

2) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all the terms and conditions of the AGREEMENT.

3) All requisite insurance policies to be maintained by the CONSULTANT pursuant to the AGREEMENT, as may be amended from time to time, shall include coverage for the original term.

4) The individuals executing this FIRST AMENDMENT and the instruments referenced in it on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions of this FIRST AMENDMENT.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: DocuSigned by: Linda Smith
E33836CFEC044ED...
Linda Smith, City Manager

Dated: 12/16/2021

PAKPOUR CONSULTING GROUP, INC.

By: 6A52E332D449452 Joubin Pakpour
DocuSigned By: Joubin Pakpour
Joubin Pakpour, P.E.

ATTEST:

By: DocuSigned by: Marsha Moore
9BB70815D22E40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by:
4D33BDE7E6D8453...
City Attorney

DocuSign Envelope ID: AFDDE56E-4FCF-4A57-9EFE-90FC4283B82E

AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PAKPOUR CONSULTING GROUP, INC.

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and **Pakpour Consulting Group, Inc.** (hereinafter referred to as (" **CONSULTANT**") entered into a **Consulting** Services Agreement for **On-Call Development Review and On-Call Construction Management and Inspection** (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on December 16, 2021 the City Manager approved Amendment No. 1 to the Consulting Services Agreement for Emergency Operations Assistance; and

WHEREAS, the existing AGREEMENT will expire on June 30, 2024; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement, and to increase the not to exceed compensation amount to $3,000,000 by modifying Section 2 of the Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $3,000,000, notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under his Agreement. In the event of a conflict between this Agreement and the Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Consultant shall submit all invoices to City

DocuSign Envelope ID: AFDDE56E-4FCF-4A57-9EFE-90FC4283B82E

in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

3) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

4) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

5) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: DocuSigned by: E33836CFFC044E0...
Linda Smith D'Ambrosio, City Manager

Dated: 6/10/2024

PAKPOUR CONSULTING GROUP, INC.

By: 6A52E332D449452 Joubin Pakpour DocuSigned By: Joubin Pakpour
Joubin Pakpour, P.E.

ATTEST:

By: DocuSigned by: 9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: 655086CE219A45A...
City Attorney

Agenda Item 5.4

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Notice of City Engineer's Receipt of Final Map for Review for Tract 8663, Dublin Fallon 580
Prepared by: Oscar Rivera, Associate Civil Engineer

EXECUTIVE SUMMARY:

The City Council will receive notification of the City Engineer's receipt of the Final Map for review for Tract 8663, Dublin Fallon 580 Large Lot Map.

STAFF RECOMMENDATION:

Receive the notification.

FINANCIAL IMPACT:

None.

DESCRIPTION:

In accordance with Chapter 9.24.080 of the City of Dublin Municipal Code, this is notice of the City Engineer's receipt of the following Final Map for review:

Tract	Location	Developer	Number of Units/Lots	Type
8663	Dublin Fallon 580, Large Lot Map	GH PacVest, LLC	11 Lots	Large Lots

The Dublin Fallon 580 development is located north of Interstate 580, east of Fallon Road, south of the Francis Ranch and Jordan Ranch developments, and west of the Righetti property. The developer has prepared a Large Lot Final Map Tract 8663 for the entire development area for review by Staff.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Draft Tract 8663 Final Map

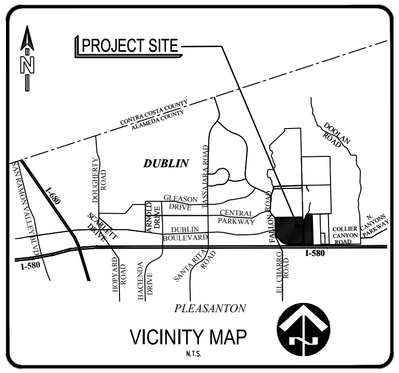
TRACT 8663

GH PACVEST PROPERTY

A SUBDIVISION OF THE LANDS OF GH PACVEST AS RECORDED IN DOCUMENT NO. 2017049324 AND 2017130933, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JULY 2025



OWNER'S STATEMENT:

THE UNDERSIGNED DOES HEREBY STATE THAT HE/SHE/THEY IS/ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE TRACT BOUNDARY LINE OF THIS FINAL MAP ENTITLED: "TRACT 8663, GH PACVEST PROPERTY", CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT HE/SHE/THEY CONSENT(S) TO THE PREPARATION AND FILING OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBER AND PRECISE WIDTH AND LENGTH; AND THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARIES, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE CITY OF DUBLIN FOR PUBLIC PURPOSES:

1. THE REAL PROPERTY DESIGNATED AS PANDORA WAY, CENTRAL PARKWAY, FALLON ROAD, DUBLIN BOULEVARD AND CROAK ROAD FOR PUBLIC RIGHT OF WAY PURPOSES.

2. THE REAL PROPERTY DESIGNATED AS PARCELS 4, 5, AND 6 ARE FOR THE PURPOSE OF PUBLIC PARKS. MAINTENANCE OF SAID PUBLIC PARKS TO BE THE RESPONSIBILITY OF THE CITY OF DUBLIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE CITY OF DUBLIN FOR PUBLIC PURPOSES:

1. THE AREAS IN, UNDER, ALONG, AND ACROSS ANY AREA OR STRIP OF LAND DESIGNATED AS PUBLIC SERVICE EASEMENTS (PSE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, DEDICATED TO THE CITY OF DUBLIN FOREVER FOR THE "PURPOSES OF PUBLIC SERVICES" (AS HEREIN DEFINED). THE "PURPOSES OF PUBLIC SERVICES" SHALL INCLUDE THE CONSTRUCTION, RECONSTRUCTION, REMOVING, REPLACING, REPAIRING, MAINTAINING, OPERATING, AND USING "PUBLIC SERVICE FACILITIES" (AS DEFINED HEREIN), AND ACCESS THROUGH THE PUBLIC SERVICE EASEMENT FOR THESE PURPOSES. "PUBLIC SERVICE FACILITIES" SHALL INCLUDE PUBLIC UTILITIES, FIRE HYDRANTS, ELECTROLIERS, IRRIGATION SYSTEMS, SIGNS AND TRAFFIC SIGNALS, AND ALL NECESSARY APPURTENANCES THERETO SUCH AS BRACES, CONNECTIONS, FASTENINGS, APPLIANCES, AND FIXTURES FOR USE IN CONNECTION THEREWITH. ALL PUBLIC SERVICE EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS OR STRUCTURES OF ANY KIND, WITH THE SOLE EXCEPTION OF PUBLIC SERVICE FACILITIES. ALL PUBLIC SERVICE EASEMENTS SHALL BE CONSIDERED PUBLIC "WAYS" AS THAT TERM IS USED IN CALIFORNIA PUBLIC UTILITIES CODE SECTION 6202, AND ALL PUBLIC UTILITIES HOLDING A VALID FRANCHISE FROM THE CITY SHALL HAVE THE RIGHT TO USE THE PUBLIC SERVICE EASEMENTS IN ACCORDANCE WITH THE TERMS OF THE FRANCHISE.

2. THE REAL PROPERTY DESCRIBED AS PUBLIC ACCESS EASEMENT (PAE), FOR THE PURPOSE OF PUBLIC INGRESS AND EGRESS OF THE GENERAL PUBLIC.

3. THE REAL PROPERTY DESCRIBED AS MAINTENANCE EASEMENT (ME), INCLUDING ACCESS THERETO, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND IMPROVEMENT OF THE PARKS.

THE REAL PROPERTY DESIGNATED AS PRIVATE ACCESS EASEMENT (PRAE) IS FOR THE THE PURPOSE OF PRIVATE VEHICLE AND PEDESTRIAN INGRESS AND EGRESS AND PRIVATE UTILITIES. SAID EASEMENT IS NOT OFFERED FOR DEDICATION TO THE PUBLIC.

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE HOME OWNER'S ASSOCIATION OF TRACT 8663, GH PACVEST PROPERTY, THE AREA DESIGNATED AS PRIVATE ACCESS EASEMENT, FOR THE PURPOSES OF INGRESS AND EGRESS.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES AND/OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2025.

AS OWNERS: GH PACVEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY
GH PACVEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____)

ON _____, 2025, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED_____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

_____
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(3) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. PACIFIC GAS & ELECTRIC COMPANY
   a. INSTRUMENT NUMBER AZ65320, ALAMEDA COUNTY RECORDS
2. THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY
   a. INSTRUMENT NUMBER AZ65317, ALAMEDA COUNTY RECORDS
3. GTE SPRINT COMMUNICATIONS CORPORATION
   a. INSTRUMENT NUMBER 87-114569, ALAMEDA COUNTY RECORDS
4. STATE OF CALIFORNIA
   a. INSTRUMENT NUMBER AF-28671, ALAMEDA COUNTY RECORDS
   b. INSTRUMENT NUMBER AF-28672, ALAMEDA COUNTY RECORDS
   c. REEL 2279, IMAGE 110, ALAMEDA COUNTY RECORDS
   d. BOOK 6021, PAGE 575, ALAMEDA COUNTY RECORDS
   e. BOOK 3475 PAGE 374, ALAMEDA COUNTY RECORDS
   f. BOOK 4115, PAGE 57, ALAMEDA COUNTY RECORDS
   g. BOOK 1995, PAGE 343, ALAMEDA COUNTY RECORDS
   h. BOOK 1995, PAGE 347, ALAMEDA COUNTY RECORDS
   i. BOOK 3403, PAGE 506, ALAMEDA COUNTY RECORDS

SOILS REPORT NOTE:

A GEOTECHNICAL REPORT, DATED _____, HAS BEEN PREPARED BY ENGEO INCORPORATED, JOB NO. _____ "GEOTECHNICAL EXPLORATION", FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF DUBLIN.

CITY ENGINEER'S STATEMENT:

I, LAURIE L. SUCGANG, CITY ENGINEER OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8663, GH PACVEST PROPERTY", CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF, AND THAT THE FINAL MAP WAS PRESENTED TO ME AS PROVIDED BY LOCAL ORDINANCE THIS _____ DAY OF _____, 20__, AND THAT THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT I APPROVE SAID MAP AND ACCEPT, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE CITY OF DUBLIN, PANDORA WAY, CENTRAL PARKWAY, FALLON ROAD, DUBLIN BOULEVARD, CROAK ROAD, PARCELS 4, 5, AND 6, AND PUBLIC SERVICE EASEMENT (PSE), OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION .

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP ARE APPROVED AND ARE FILED WITH THE CITY.

_____ DATED: _____, 2025
LAURIE L. SUCGANG, RCE 73022
CITY ENGINEER
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
LAURIE L. SUCGANG
R.C.E. 73022
CIVIL
STATE OF CALIFORNIA

ACTING CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "TRACT 8663, GH PACVEST PROPERTY", AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

_____ DATED: _____, 2025
JONATHON J. CORREA, PLS 8950, ACTING CITY SURVEYOR
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GH PACVEST, LLC IN JANUARY OF 2025. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY FOUR MONTHS FROM RECORDATION OF THIS FINAL MAP, AND THE COMPLETION OF IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____ DATED: _____, 2025
IAN BRUCE MACDONALD
LS NO. 8817

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

☐ AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2025.

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, 2025 AT _____M., IN BOOK _____ OF MAPS AT PAGES _____ THROUGH __, UNDER SERIES NO. 2025_____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEE: $_____

MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY

FALLON VILLAGE GEOLOGICAL HAZARD ABATEMENT DISTRICT DOC. NO. 2016238297

DR ACQUISITIONS H LLC DOC. NO. 2021273071

CENTRAL PARKWAY

CITY OF DUBLIN DOC. NO. 2016177505

BASIS OF BEARINGS N88°30'52"W 620.00' M-M (R-5)

TRACT 8197 (R-5)

92'

111.22'

N88°30'52"W 339.15'

227.93'

N64°14'49"W 183.96' M-M

(WEST 435.70' R-8) N89°03'50"W 432.85' BNDY

BOLT PER (R-14)

N89°03'50"W 4424.43'

N89°03'50"W 398.70'

SNF

1522.22' (1522.2' (R-2))

1422.18' (1421.56' (R-14))

1449.12' (1449.21' (R-14))

30.46' (30.40' (R-14))

0.45' (R-14)

DOOLAN ROAD

N64°42'33"E(R)

SNF

366.27'

(R-1) N88°30'52"W 2538.04' BNDY

287.00'

415.25'

SEE DETAIL C SHEET 3

SEE DETAIL D SHEET 3

TRACT 8563 371 M 12

SEE DETAIL G SHEET 8

TEMPORARY CONSTRUCTION EASEMENT DOC. NO. 2023111603

3/4" IP NO CAP (R-14)

N24°18'04"E 834.49' M-M

N24°18'04"E 912.09' BNDY

(N23°20'E 901.40' R-8)

R=4579.94' Δ=27°22'48" L=2205.17' (R-1) BNDY

N15°44'21"W 93.94' (R-1)

STANDARD U.S.C.&G.S. 4" BRAS DISC MON BURIED 0.8' STAMPED "FALLON" 1946 U.S.C.&G.S. 2ND ORDER TRIANGULATION 442,789.03 1,610047.54 CCS 27, ZONE 3

AIRPORT PROTECTION ZONE (APA) LINE

389.51'

N87°52'39"W 162.51' CALC. (R-12)

TEMPORARY CONSTRUCTION EASEMENT DOC. NO. 2023111605

SEE DETAIL B SHEET 3

CROAK ROAD

RIGHETTI PARTNERS, LP DOC. NO. 1992075343

(R-12) N0°26'33"E 91.30' M-M

30'

FALLON ROAD (WIDTH VARIES) (PUBLIC STREET)

N2°07'21"E 1457.26' BNDY (R-1)

(R-12) N0°26'33"E 1150.00' M-M (R-12)

N2°07'21"E 1711.48' BNDY

N0°20'37"E 2273.94' BNDY

N0°20'37"E 1711.48' BNDY

(N00°31'W 2855.00' R-8 & R-2) N0°25'45"E 2833.13' BNDY

GH PACVEST LLC DOC. NO. 2017049324

EASTERLY LINE OF FALLON ROAD PER (R-1)

N76°27'29"W 2287.27' (R-1))

EXISTING UTILITY LINE, NO EASEMENT OF RECORD

N87°53'11"W 131.20' CALC. (R-12)

43'

L2 (R-1)

EX. PG&E EASEMENT IN AZ-65317 IN AZ-65320

L1

173.08' CALC. (R-12)

C2

C1

EX. DRAINAGE EASEMENT GRANTED TO THE COUNTY OF ALAMEDA RE 3505 IM 240

GH PACVEST LLC DOC. NO. 2017130933

(N39°59'55"W 369.85' (R-1))

N40°00'15"W 369.87' BNDY

GREGORY & JULIA ALAMEDA DOC. NO. 201415525

3/4" IP LS 6441 (R-1)

R=972.16' Δ=45°00'00" L=763.53' BNDY

(R=972.10' L=763.48' (R-1))

3/4" IP TAG ILLEGIBLE LAYING ON SIDE DESTROYED

3/4" IP TAG ILLEGIBLE LAYING ON SIDE DESTROYED

3/4" IP LS 6441 (R-1)

(R=4972.48' L=308.45' (R-1))

CROAK ROAD

N85°00'15"W 556.96' BNDY

(N84°59'55"W 556.93'(R-1))

R=4972.77' Δ=3°33'15" L=308.47' BNDY

3/4" IP NO CAP (R-1)

N78°25'15"W 249.53'

(N78°28'35"W 249.44' (R-1)

N78°28'26"W 249.37' (R-6)(R-7))

3/4" IP NO CAP (R-1)

SNF

N88°33'30"W 302.50' BNDY

(302.48' (R-1))

N01°24'29"W(R)

N89°59'16"W 266.39' BNDY

L3

N85°34'02"E(R)

SNF

SEE DETAIL E SHEET 3

N87°14'16"W(R)

R=270.03' Δ=85°49'47" L=404.50' BNDY

ABANDONED PER DOC. NO.

EX. SDE DOC. NO.

C3

SEE DETAIL A SHEET 3

N88°33'15"W 809.68' BNDY

(N88°33'15"W 809.91' R-6)

SEE DETAIL F SHEET 3

RELINQUISHMENT OF ACCESS RIGHTS TO FREEWAY RE 2279 IM 110 BK 6021 PG 575 BK 3475 PG 374 BK 4115 PG 57 IN AF-28671 IN AF-28672 BK 1995 PG 343 BK 1995 PG 347 BK 3403 PG 506

10' UTILITY EASEMENT RE 2279 IM 110 BK 3403 PG 506 IN 87-114569

40' ROW GRANTED TO ALAMEDA COUNTY FROM HENRIETTA FARRELLY BK 2612, PG 352

Line Table

Line #	Bearing	Length	
L1	N2°06'49"E	91.99'	(92.02' (R-1))
L2	N87°53'11"W	12.00'	
L3	N88°33'10"W	8.51'	

Curve Table

CURVE #	RADIUS	DELTA	LENGTH	
C1	278.05'	47°30'19"	230.54'	(R=278.03' Δ=47°30'56" L=230.57' (R-1))
C2	30.00'	89°37'24"	46.93'	(Δ=89°37'40" L=46.93' (R-1))
C3	222.03'	95°52'27"	371.53'	

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- ● FOUND IP UNLESS OTHERWISE NOTED
- ◎ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
- ○ SET IP WITH CAP STAMPED "LS 8817"
- ◉ FOUND STANDARD STREET MONUMENT
- ⊗ MONUMENT OF RECORD SET PER (R-11)
- ■ FOUND POST (AS NOTED)
- ⊳ ANGLE POINT (NO MONUMENT SET)

BNDY	BOUNDARY
DOC. NO.	DOCUMENT NUMBER
IN	INSTRUMENT NUMBER
IP	IRON PIPE
M	MONUMENT
M.D.M.	MOUNT DIABLO BASE AND MERIDIAN
ME	MAINTENANCE ACCESS EASEMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
(5)	INDICATES SHEET NUMBER

REFERENCES:

(R-1) RECORD OF SURVEY 1013, 16 ROS 68
(R-2) MANCINI SURVEY 344-A SEPTEMBER 1936.
(R-3) RECORD OF SURVEY 1005, 16 ROS 37
(R-4) RECORD OF SURVEY 1675, 25 ROS 31
(R-5) TRACT 8197, 329 M 95
(R-6) CALTRANS RIGHT OF WAY RECORD MAPS R-60.17-60.22
(R-7) CALTRANS MONUMENT MAPS S-168.07-60.09
(R-8) DOC. NO. 2005-451558
(R-9) DOC. NO. 1998-396153
(R-10) DOC. NO. 1995-223918 & 1996-003167
(R-11) TRACT 8563, 371 M 12
(R-12) PARCEL MAP 8734, 294 PM 19
(R-13) TRACT 8100, 325 M 24
(R-14) RECORD OF SURVEY 279, 6 ROS 24

0 100 200 400

SCALE: 1"=200'

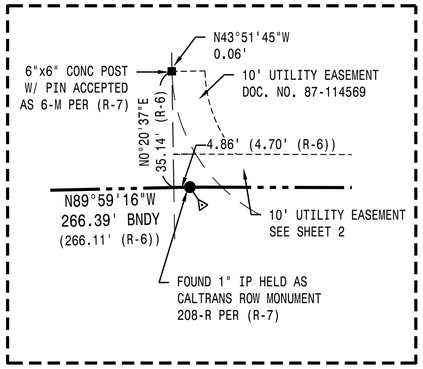
TRACT 8663

GH PACVEST PROPERTY

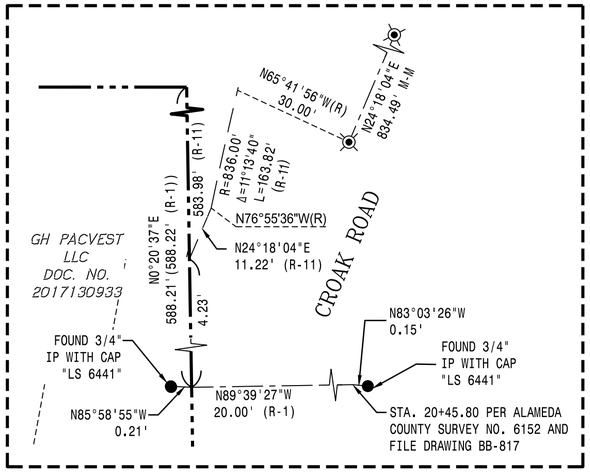
A SUBDIVISION OF THE LANDS OF GH PACVEST AS RECORDED IN DOCUMENT NO. 2017049324 AND 2017130933, ALAMEDA COUNTY RECORDS CITY OF DUBLIN ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

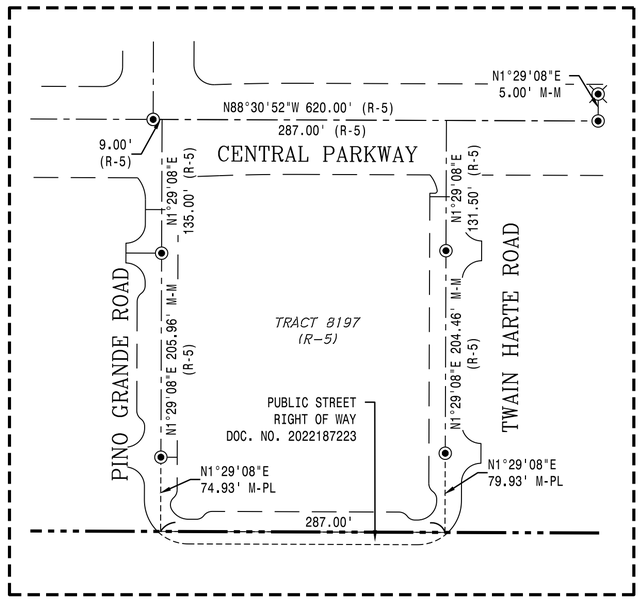
JULY 2025



DETAIL A
NOT TO SCALE



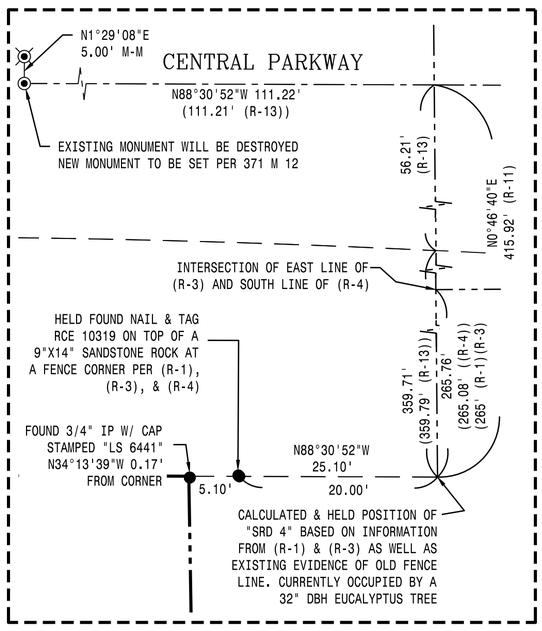
DETAIL B
NOT TO SCALE



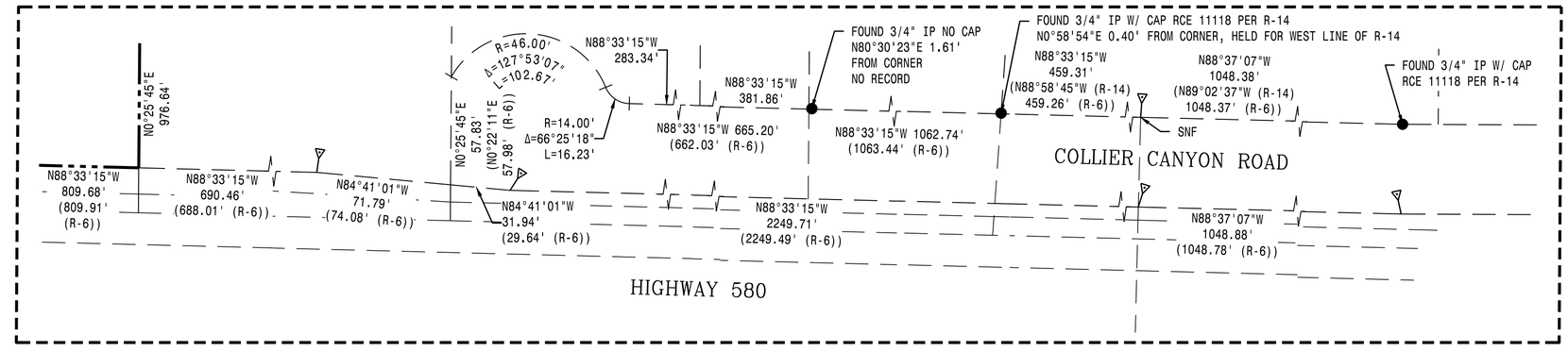
DETAIL C
NOT TO SCALE

LEGEND

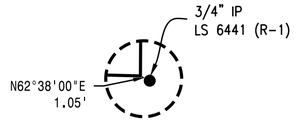
	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	MONUMENT LINE
●	FOUND IP UNLESS OTHERWISE NOTED
◎	SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
○	SET IP WITH CAP STAMPED "LS 8817"
◉	FOUND STANDARD STREET MONUMENT
⊗	MONUMENT OF RECORD SET PER (R-11)
■	FOUND POST (AS NOTED)
⊳	ANGLE POINT (NO MONUMENT SET)
BNDY	BOUNDARY
DOC. NO.	DOCUMENT NUMBER
IN	INSTRUMENT NUMBER
IP	IRON PIPE
M	MONUMENT
M.D.M.	MOUNT DIABLO BASE AND MERIDIAN
ME	MAINTENANCE ACCESS EASEMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
(5)	INDICATES SHEET NUMBER



DETAIL D
NOT TO SCALE



DETAIL F
1" = 50'



DETAIL E
NOT TO SCALE

REFERENCES:

(R-1) RECORD OF SURVEY 1013, 16 ROS 68
(R-2) MANCINI SURVEY 344-A SEPTEMBER 1936.
(R-3) RECORD OF SURVEY 1005, 16 ROS 37
(R-4) RECORD OF SURVEY 1675, 25 ROS 31
(R-5) TRACT 8197, 329 M 95
(R-6) CALTRANS RIGHT OF WAY RECORD MAPS R-60.17-60.22
(R-7) CALTRANS MONUMENT MAPS S-168.07-60.09
(R-8) DOC. NO. 2005-451558
(R-9) DOC. NO. 1998-396153
(R-10) DOC. NO. 1995-223918 & 1996-003167
(R-11) TRACT 8563, 371 M 12
(R-12) PARCEL MAP 8734, 294 PM 19
(R-13) TRACT 8100, 325 M 24
(R-14) RECORD OF SURVEY 279, 6 ROS 24

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

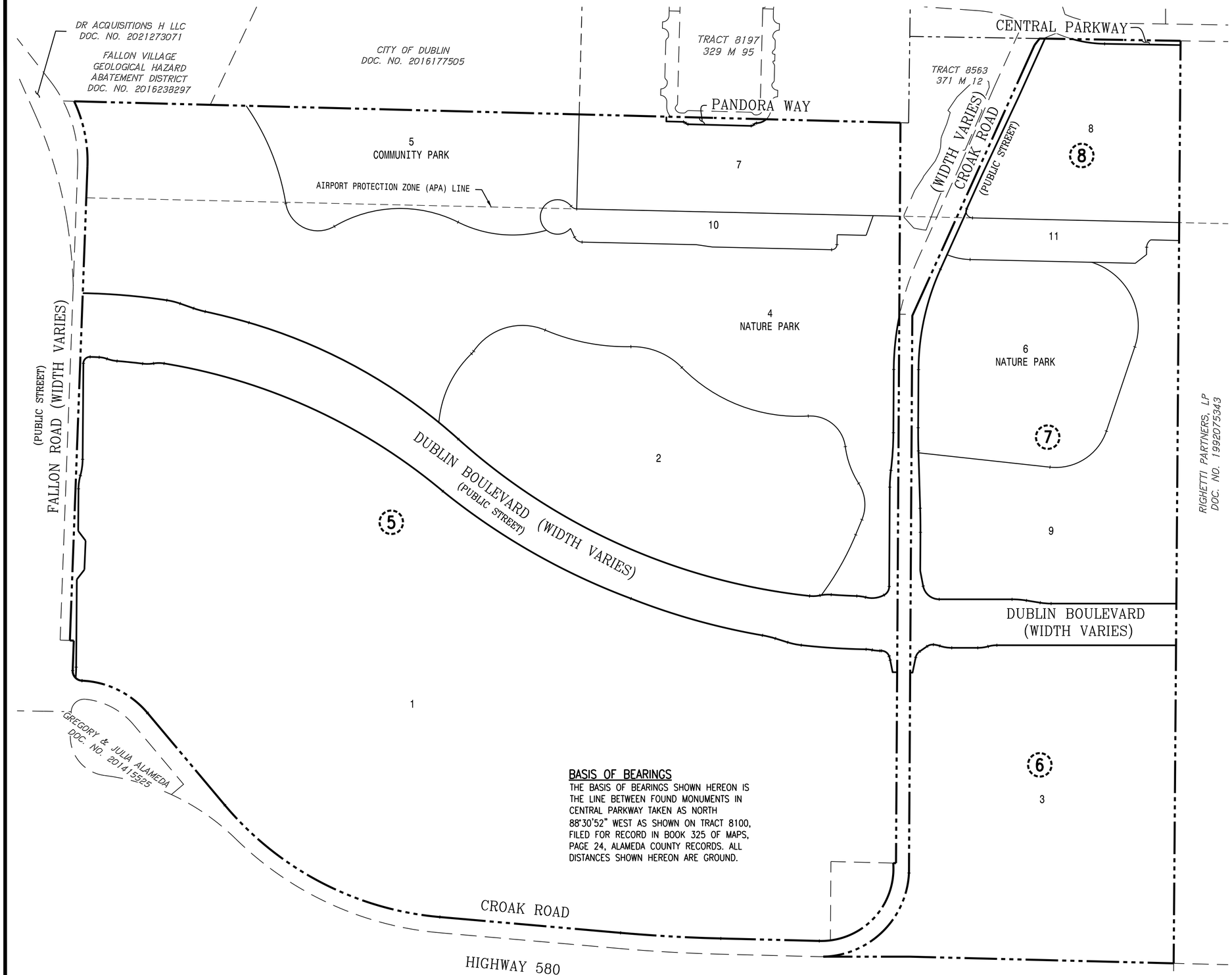
TRACT 8663

GH PACVEST PROPERTY

A SUBDIVISION OF THE LANDS OF GH PACVEST AS RECORDED IN DOCUMENT NO. 2017049324 AND 2017130933, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

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JULY 2025



BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	MONUMENT LINE
●	FOUND IP UNLESS OTHERWISE NOTED
◎	SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
○	SET IP WITH CAP STAMPED "LS 8817"
⊙	FOUND STANDARD STREET MONUMENT
⊗	MONUMENT OF RECORD SET PER (R-11)
■	FOUND POST (AS NOTED)
▷	ANGLE POINT (NO MONUMENT SET)
BNDY	BOUNDARY
DOC. NO.	DOCUMENT NUMBER
IN	INSTRUMENT NUMBER
IP	IRON PIPE
M	MONUMENT
M.D.M.	MOUNT DIABLO BASE AND MERIDIAN
ME	MAINTENANCE ACCESS EASEMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
(5)	INDICATES SHEET NUMBER

REFERENCES:

(R-1) RECORD OF SURVEY 1013, 16 ROS 68
(R-2) MANCINI SURVEY 344-A SEPTEMBER 1936.
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(R-5) TRACT 8197, 329 M 95
(R-6) CALTRANS RIGHT OF WAY RECORD MAPS R-60.17-60.22
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(R-8) DOC. NO. 2005-451558
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(R-12) PARCEL MAP 8734, 294 PM 19
(R-13) TRACT 8100, 325 M 24
(R-14) RECORD OF SURVEY 279, 6 ROS 24

0 100 200 400
SCALE: 1"=200'

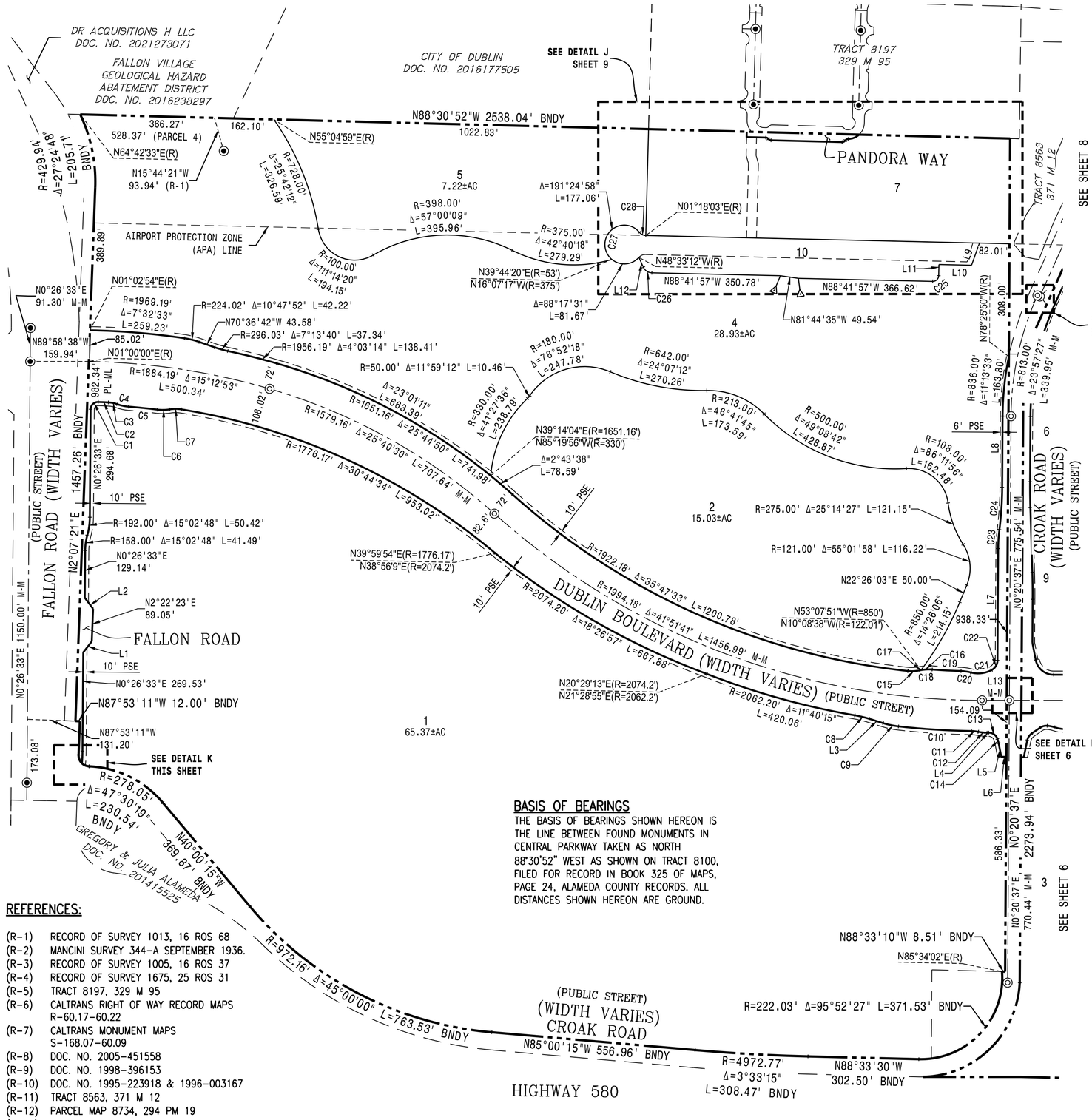
TRACT 8663

GH PACVEST PROPERTY

A SUBDIVISION OF THE LANDS OF GH PACVEST AS RECORDED IN DOCUMENT NO. 2017049324 AND 2017130933, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JULY 2025



DETAIL K
SCALE: 1"=30'

LEGEND

———	BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE/PARCEL LINE
— — —	EXISTING PROPERTY LINE
- - - -	EASEMENT LINE
——·——	MONUMENT LINE
●	FOUND IP UNLESS OTHERWISE NOTED
◎	SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
○	SET IP WITH CAP STAMPED "LS 8817"
◉	FOUND STANDARD STREET MONUMENT
⊗	MONUMENT OF RECORD SET PER (R-11)
■	FOUND POST (AS NOTED)
⊳	ANGLE POINT (NO MONUMENT SET)
BNDY	BOUNDARY
DOC. NO.	DOCUMENT NUMBER
IN	INSTRUMENT NUMBER
IP	IRON PIPE
M	MONUMENT
M.D.M.	MOUNT DIABLO BASE AND MERIDIAN
ME	MAINTENANCE ACCESS EASEMENT
ML	MONUMENT LINE
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PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
(5)	INDICATES SHEET NUMBER

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

REFERENCES:

(R-1) RECORD OF SURVEY 1013, 16 ROS 68
(R-2) MANCINI SURVEY 344-A SEPTEMBER 1936.
(R-3) RECORD OF SURVEY 1005, 16 ROS 37
(R-4) RECORD OF SURVEY 1675, 25 ROS 31
(R-5) TRACT 8197, 329 M 95
(R-6) CALTRANS RIGHT OF WAY RECORD MAPS R-60.17-60.22
(R-7) CALTRANS MONUMENT MAPS S-168.07-60.09
(R-8) DOC. NO. 2005-451558
(R-9) DOC. NO. 1998-396153
(R-10) DOC. NO. 1995-223918 & 1996-003167
(R-11) TRACT 8563, 371 M 12
(R-12) PARCEL MAP 8734, 294 PM 19
(R-13) TRACT 8100, 325 M 24
(R-14) RECORD OF SURVEY 279, 6 ROS 24

Line Table		
Line #	Bearing	Length
L1	N37°55'07"E	37.80'
L2	N37°02'01"W	37.80'
L3	N72°39'55"W	39.48'
L4	N89°58'18"W	4.64'
L5	N11°13'33"W	37.82'
L6	N89°39'23"W	13.96'
L7	N0°20'37"E	305.15'
L8	N0°20'37"E	194.27'
L9	N19°36'12"E	64.25'
L10	N88°41'57"W	89.00'
L11	N1°18'03"E	30.50'
L12	N24°39'52"W	29.71'
L13	N89°58'18"W	74.45'

Curve Table			
CURVE #	RADIUS	DELTA	LENGTH
C1	20.00'	91°27'00"	31.92'
C2	1774.17'	0°54'00"	27.87'
C3	82.01'	17°10'59"	24.59'
C4	118.01'	15°23'09"	31.69'
C5	1766.17'	2°33'41"	78.96'
C6	118.01'	16°24'00"	33.78'
C7	100.01'	18°30'16"	32.30'
C8	310.03'	7°31'26"	40.71'
C9	225.02'	10°54'27"	42.84'
C10	2075.20'	5°30'38"	199.59'
C11	100.01'	10°44'24"	18.75'
C12	119.01'	11°37'43"	24.15'
C13	25.00'	70°37'25"	30.82'
C14	87.51'	8°07'20"	12.41'

Curve Table			
CURVE #	RADIUS	DELTA	LENGTH
C15	100.01'	18°16'12"	31.89'
C16	122.01'	14°21'09"	30.56'
C17	122.01'	1°57'24"	4.17'
C18	122.01'	16°18'33"	34.73'
C19	1912.18'	2°21'39"	78.79'
C20	122.01'	12°47'51"	27.25'
C21	78.01'	42°58'59"	58.52'
C22	30.00'	61°19'07"	32.11'
C23	434.00'	6°50'50"	51.87'
C24	968.00'	6°50'50"	115.68'
C25	16.00'	90°00'00"	25.13'
C26	26.00'	64°02'05"	29.06'
C27	53.00'	279°42'29"	258.74'
C28	23.00'	49°51'15"	20.01'

0 100 200 400
SCALE: 1"=200'

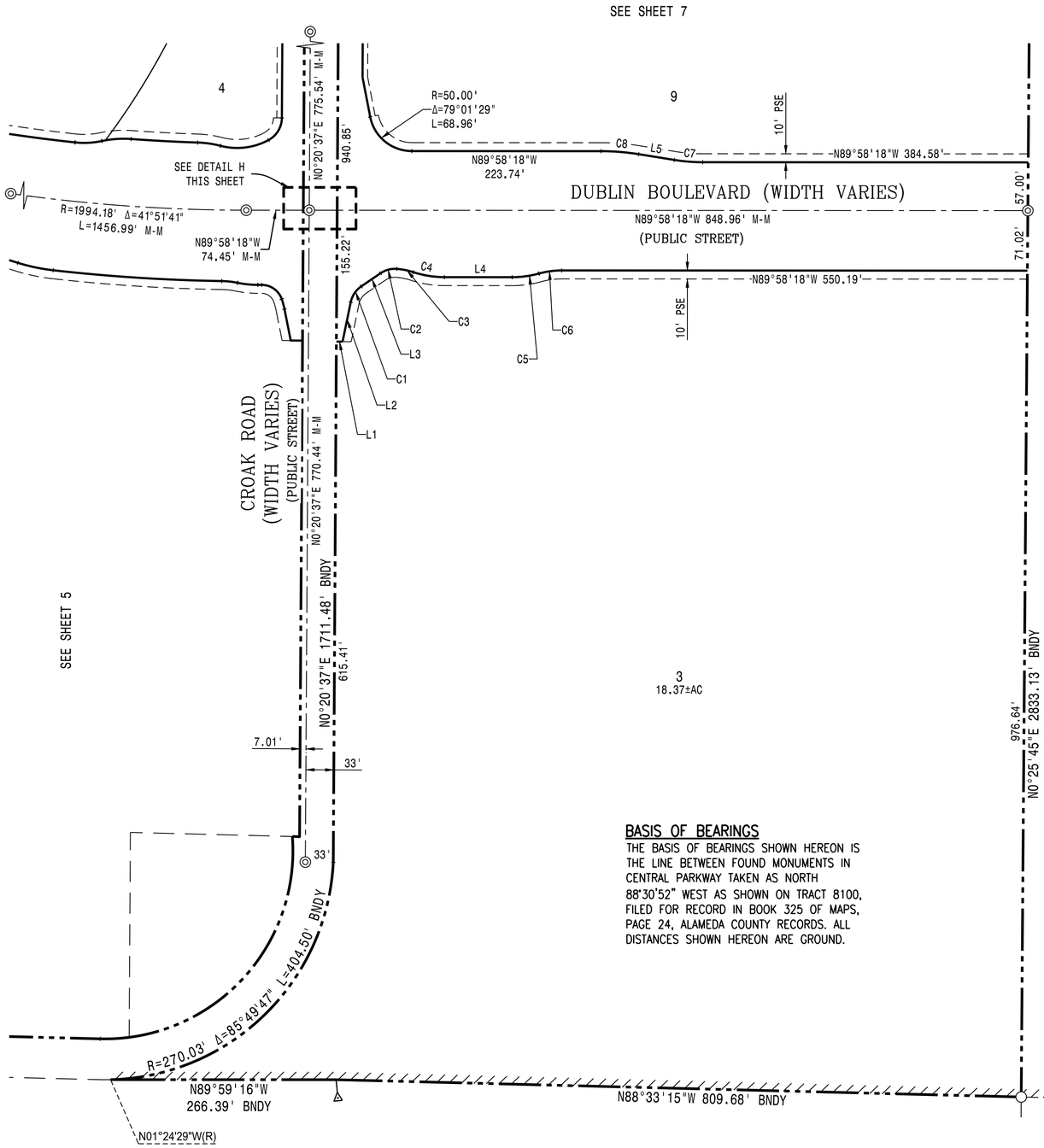
TRACT 8663

GH PACVEST PROPERTY

A SUBDIVISION OF THE LANDS OF GH PACVEST AS RECORDED IN DOCUMENT NO. 2017049324 AND 2017130933, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

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JULY 2025

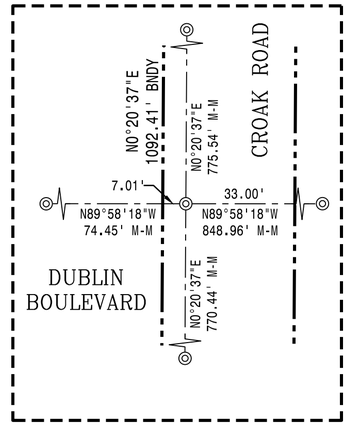


BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

Line Table		
Line #	Bearing	Length
L1	N89°39'23"W	7.31'
L2	N11°40'22"E	47.57'
L3	N55°38'50"E	27.56'
L4	N89°58'18"W	80.01'
L5	N80°50'20"W	42.77'

Curve Table			
CURVE #	RADIUS	DELTA	LENGTH
C1	30.00'	43°58'28"	23.03'
C2	30.00'	38°40'36"	20.25'
C3	82.01'	13°53'57"	19.89'
C4	118.01'	18°11'42"	37.48'
C5	118.01'	15°34'13"	32.07'
C6	100.01'	15°34'13"	27.18'
C7	211.02'	9°07'58"	33.64'
C8	279.03'	9°07'58"	44.48'



DETAIL H
SCALE: 1"=30'

0 50 100 200
SCALE: 1"=100'

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- ● FOUND IP UNLESS OTHERWISE NOTED
- ◎ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
- ○ SET IP WITH CAP STAMPED "LS 8817"
- ◉ FOUND STANDARD STREET MONUMENT
- ⊗ MONUMENT OF RECORD SET PER (R-11)
- ■ FOUND POST (AS NOTED)
- ▷— ANGLE POINT (NO MONUMENT SET)

BNDY	BOUNDARY
DOC. NO.	DOCUMENT NUMBER
IN	INSTRUMENT NUMBER
IP	IRON PIPE
M	MONUMENT
M.D.M.	MOUNT DIABLO BASE AND MERIDIAN
ME	MAINTENANCE ACCESS EASEMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
(5)	INDICATES SHEET NUMBER

REFERENCES:

(R-1) RECORD OF SURVEY 1013, 16 ROS 68
(R-2) MANCINI SURVEY 344-A SEPTEMBER 1936.
(R-3) RECORD OF SURVEY 1005, 16 ROS 37
(R-4) RECORD OF SURVEY 1675, 25 ROS 31
(R-5) TRACT 8197, 329 M 95
(R-6) CALTRANS RIGHT OF WAY RECORD MAPS R-60.17-60.22
(R-7) CALTRANS MONUMENT MAPS S-168.07-60.09
(R-8) DOC. NO. 2005-451558
(R-9) DOC. NO. 1998-396153
(R-10) DOC. NO. 1995-223918 & 1996-003167
(R-11) TRACT 8563, 371 M 12
(R-12) PARCEL MAP 8734, 294 PM 19
(R-13) TRACT 8100, 325 M 24
(R-14) RECORD OF SURVEY 279, 6 ROS 24

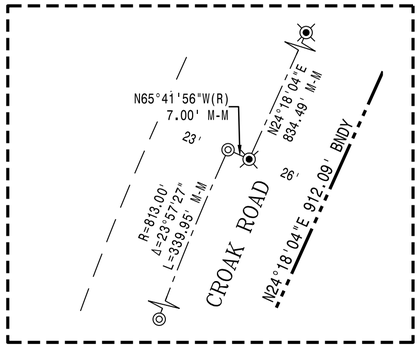
TRACT 8663

GH PACVEST PROPERTY

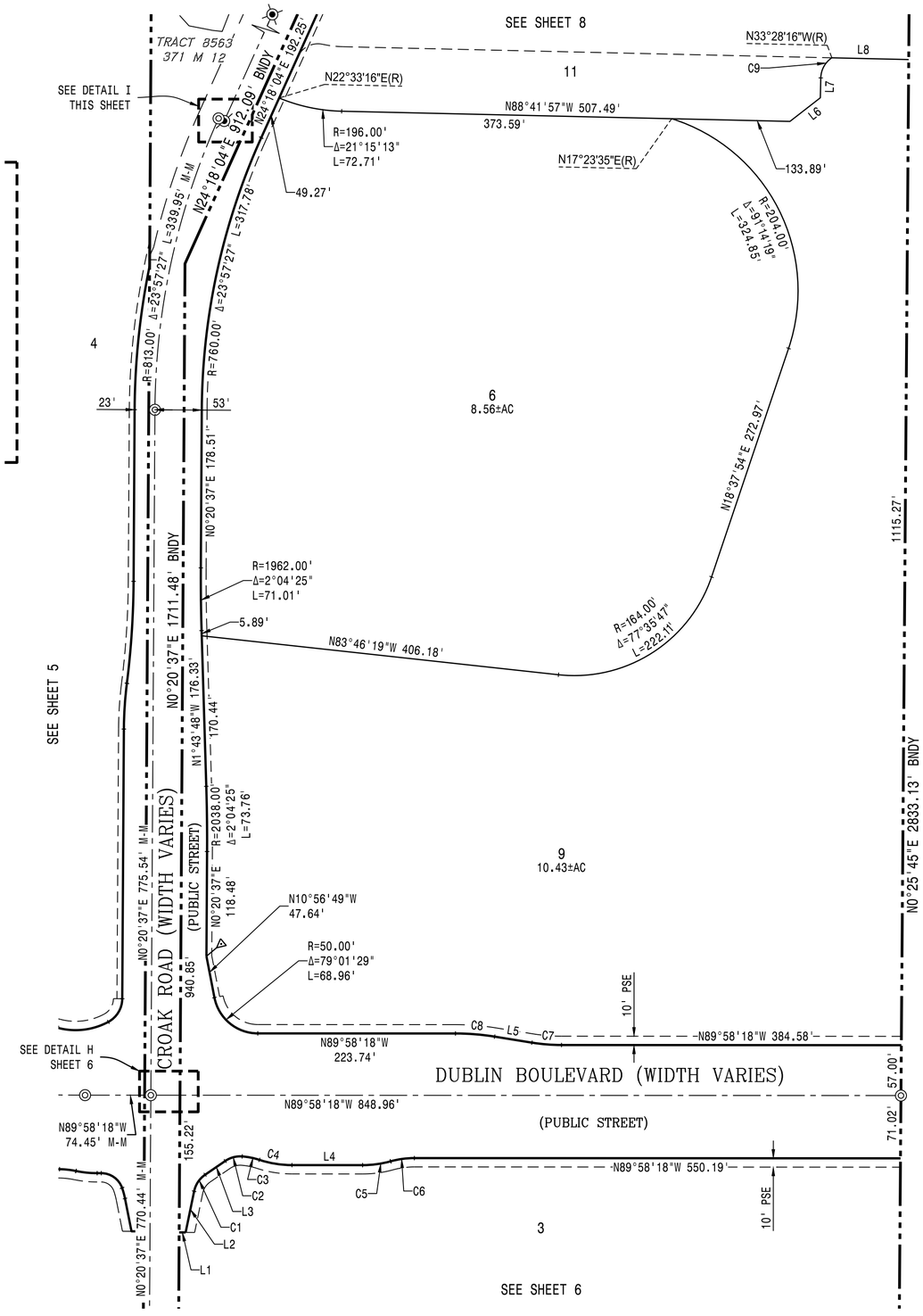
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CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JULY 2025



DETAIL I
SCALE: 1"=30'



RIGHETTI PARTNERS, LP
DOC. NO. 1992075343

Line Table		
Line #	Bearing	Length
L1	N89°39'23"W	7.31'
L2	N11°40'22"E	47.57'
L3	N55°38'50"E	27.56'
L4	N89°58'18"W	80.01'
L5	N80°50'20"W	42.77'
L6	N52°08'47"E	43.55'
L7	N1°18'03"E	22.50'
L8	N88°41'57"W	86.98'

Curve Table			
CURVE #	RADIUS	DELTA	LENGTH
C1	30.00'	43°58'28"	23.03'
C2	30.00'	38°40'36"	20.25'
C3	82.01'	13°53'57"	19.89'
C4	118.01'	18°11'42"	37.48'
C5	118.01'	15°34'13"	32.07'
C6	100.01'	15°34'13"	27.18'
C7	211.02'	9°07'58"	33.64'
C8	279.03'	9°07'58"	44.48'
C9	28.00'	55°13'41"	26.99'

LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	MONUMENT LINE
●	FOUND IP UNLESS OTHERWISE NOTED
◎	SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
○	SET IP WITH CAP STAMPED "LS 8817"
◉	FOUND STANDARD STREET MONUMENT
⊗	MONUMENT OF RECORD SET PER (R-11)
■	FOUND POST (AS NOTED)
▷—	ANGLE POINT (NO MONUMENT SET)
BNDY	BOUNDARY
DOC. NO.	DOCUMENT NUMBER
IN	INSTRUMENT NUMBER
IP	IRON PIPE
M	MONUMENT
M.D.M.	MOUNT DIABLO BASE AND MERIDIAN
ME	MAINTENANCE ACCESS EASEMENT
ML	MONUMENT LINE
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
(5)	INDICATES SHEET NUMBER

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

0 50 100 200
SCALE: 1"=100'

REFERENCES:

(R-1) RECORD OF SURVEY 1013, 16 ROS 68
(R-2) MANCINI SURVEY 344-A SEPTEMBER 1936.
(R-3) RECORD OF SURVEY 1005, 16 ROS 37
(R-4) RECORD OF SURVEY 1675, 25 ROS 31
(R-5) TRACT 8197, 329 M 95
(R-6) CALTRANS RIGHT OF WAY RECORD MAPS R-60.17-60.22
(R-7) CALTRANS MONUMENT MAPS S-168.07-60.09
(R-8) DOC. NO. 2005-451558
(R-9) DOC. NO. 1998-396153
(R-10) DOC. NO. 1995-223918 & 1996-003167
(R-11) TRACT 8563, 371 M 12
(R-12) PARCEL MAP 8734, 294 PM 19
(R-13) TRACT 8100, 325 M 24
(R-14) RECORD OF SURVEY 279, 6 ROS 24

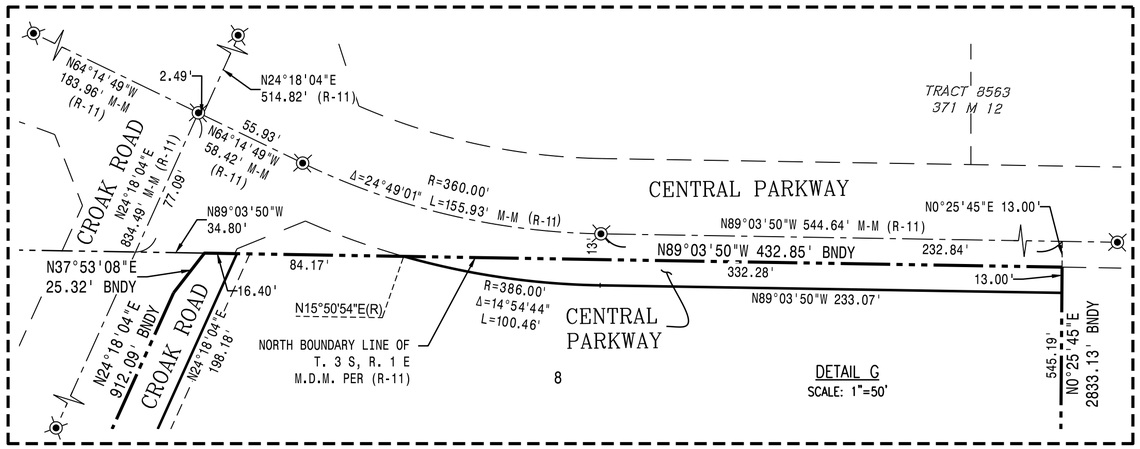
TRACT 8663

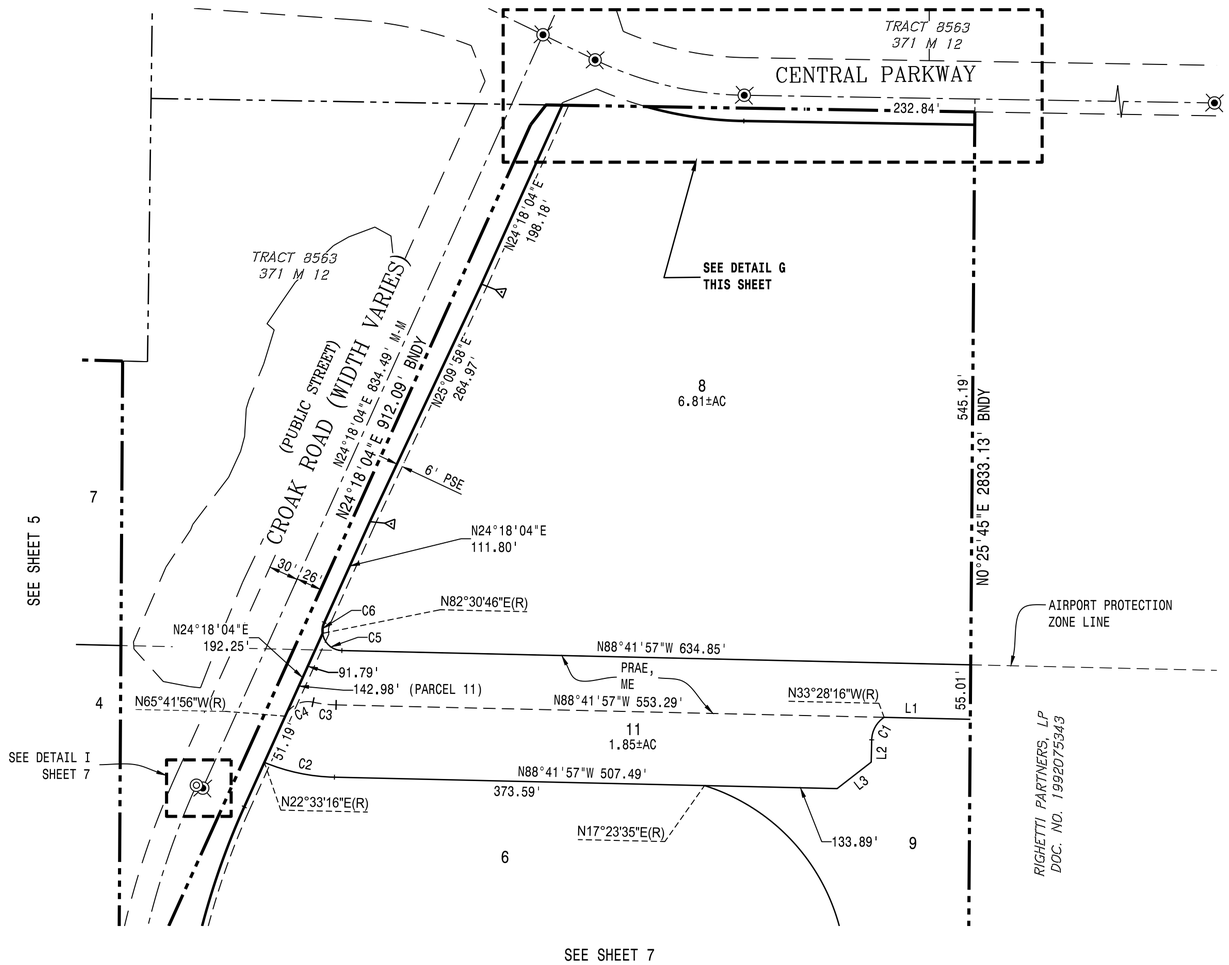
GH PACVEST PROPERTY

A SUBDIVISION OF THE LANDS OF GH PACVEST AS RECORDED IN DOCUMENT NO. 2017049324 AND 2017130933, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JULY 2025





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Line Table		
Line #	Bearing	Length
L1	N88°41'57"W	86.98'
L2	N1°18'03"E	22.50'
L3	N52°08'47"E	43.55'

Curve Table			
CURVE #	RADIUS	DELTA	LENGTH
C1	28.00'	55°13'41"	26.99'
C2	196.00'	21°15'13"	72.71'
C3	123.00'	10°55'12"	23.44'
C4	25.00'	77°55'11"	34.00'
C5	20.00'	81°12'43"	28.35'
C6	20.00'	31°47'18"	11.10'

LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	MONUMENT LINE
●	FOUND IP UNLESS OTHERWISE NOTED
◎	SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
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SDE	STORM DRAIN EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
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(R-14) RECORD OF SURVEY 279, 6 ROS 24

0 50 100 200
SCALE: 1"=100'

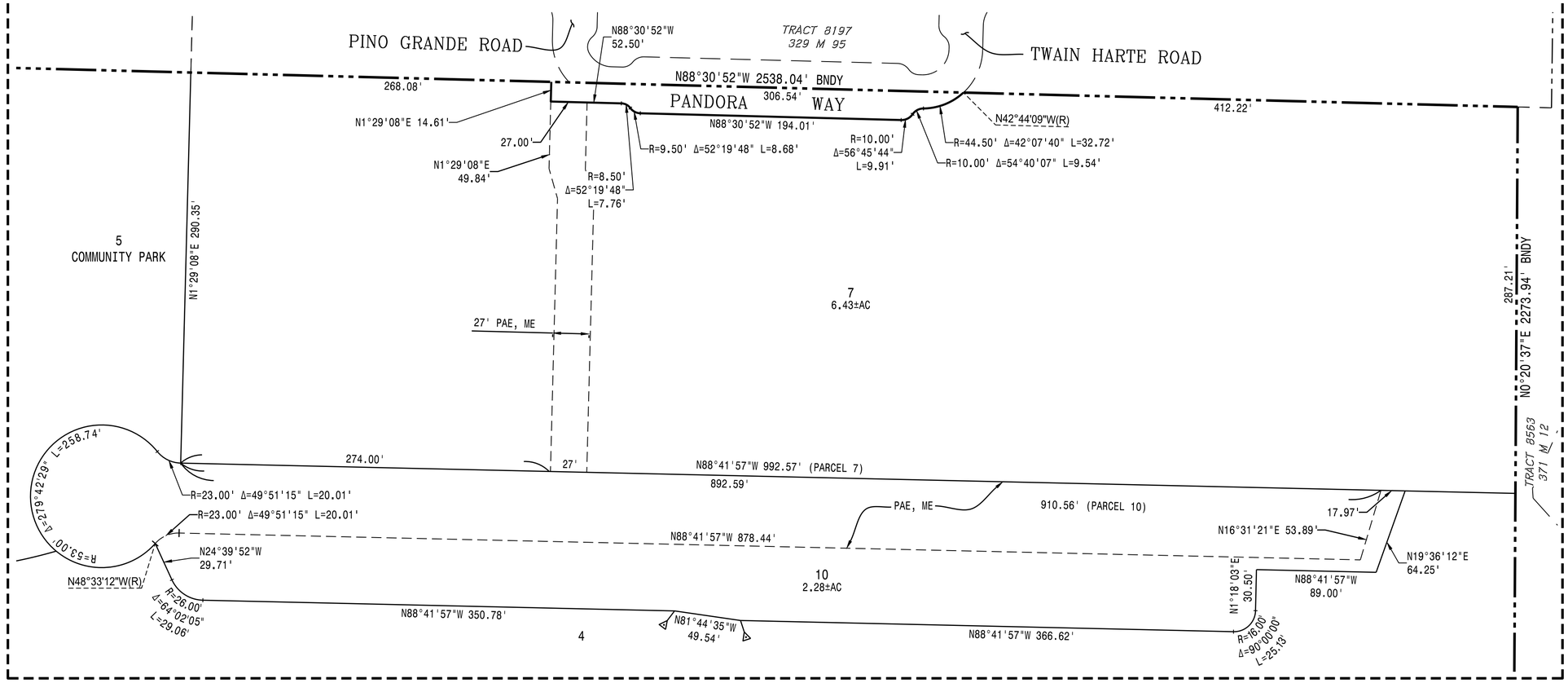
TRACT 8663

GH PACVEST PROPERTY

A SUBDIVISION OF THE LANDS OF GH PACVEST AS RECORDED IN DOCUMENT NO. 2017049324 AND 2017130933, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

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5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

JULY 2025



DETAIL J
SCALE: 1"=60'

LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	MONUMENT LINE
●	FOUND IP UNLESS OTHERWISE NOTED
◎	SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
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0 30 60 120
SCALE: 1"=60'

BASIS OF BEARINGS

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JULY 2025

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Introduction of an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) of the Dublin Municipal Code
Prepared by: Jordan Foss, Senior Management Analyst and Chief Victor Fox, Dublin Police Services

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code regarding the use of Electric Bicycles, Electric Scooters, Electric Personal Assistive Mobility Devices, and Electric Motorized Boards operating within the City and making clarifications to enhance public safety.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
At the September 3, 2024 meeting, the City Council requested that Staff explore an electric bicycle (e-bike) and electric scooter (e-scooter) education program. In response, Staff provided a report and presentation at the May 6, 2025 City Council Meeting (Attachment 3). The presentation covered current state laws and efforts by Dublin Police Services to conduct education and enforcement in the community related to the use of e-bikes and e-scooters. The City Council directed Staff to create an ordinance to better regulate the use of e-bikes, e-scooters, and other personal electric vehicles within the City.

Analysis
Due to the increasing popularity and usage of Personal Electric Vehicles (PEVs) in the Dublin community, there is a need to codify definitions and regulations on their use. This will provide clear guidance for the community on how and where to operate these micro-mobility devices safely.

Staff is proposing to amend Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and to add chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code (DMC) related to e-bikes, e-scooters, electric personal assistive mobility devices, and electric motorized boards (e-skateboards). The proposed amendments include updated definitions for "Bicycles" and "Micro-mobility device" (Section 5.100.020) and adding "micro-mobility device" to the prohibited acts in parks (Section 5.100.140).

The proposed addition of Chapter 6.73 consolidates applicable provisions of the California Vehicle Code for use of micro-mobility devices with locally tailored regulations to ensure safe use within the City of Dublin and on City sidewalks.

Key components of the proposed Ordinance include:

- **Definitions and Classifications**
    - The designations provided in the ordinance align with state law definitions for e-bikes, e-scooters, e-skateboards, electric personal assistive mobility devices, and micro-mobility devices. The Ordinance also distinguishes between which vehicles are street-legal, and which are non-street-legal for use, according to the California Vehicle Code.
- **Use in Public Spaces**
    - Provisions in the Ordinance establish rules prohibiting operation of certain vehicles on sidewalks and prohibiting e-bike, e-scooter, e-skateboard, electric personal assistive mobility device, and micro-mobility device usage in City parks unless used in a safe manner on designated pathways.
- **Enforcement and Penalties**
    - The Ordinance provides law enforcement with the authority to issue citations, warnings, or impound PEVs where public safety is at risk. Violations are treated as infractions pursuant to Government Code Section 36900(b) or as administrative infractions pursuant to the Dublin Municipal Code Section 1.04.030.
- **Liability and Parental Responsibility**
    - The Ordinance clarifies that the City is not liable for injuries or damages arising from PEV use and establishes parental/guardian responsibility for minors.

The amendments to Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) along with the addition of Chapter 6.73 (Micro-Mobility Devices) are intended to improve public safety, provide consistency with state regulations, and proactively address the growing use of personal electric vehicles in the community. Attachment 1 is the draft Ordinance amending the Parks and Recreation Areas and Facilities and adding Micro-Mobility Devices regulations. A redline version of the proposed changes to Section 5.100.020 and

5.100.140 is included as Attachment 2 where underlined text is proposed to be added and text with a ~~strikethrough~~ is proposed to be deleted.

Next Steps
If the proposed Ordinance is introduced and subsequently adopted, Dublin Police Services will incorporate the requirements into their operating procedures, implement administrative citations for infractions to this Ordinance, and will conduct outreach to educate residents of the changes. Updated information will also be published on Dublin Police Services e-bike and e-scooter webpage.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Public Safety
Objective B: Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) of and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code
2) Redline Amendments to Sections 5.100.020 and 5.100.140
3) City Council Staff Report dated May 6, 2025

ORDINANCE NO. XX–25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING SECTIONS 5.100.020 AND 5.100.140 (PARKS AND RECREATION AREAS AND FACILITIES) OF AND ADDING CHAPTER 6.73 (MICRO-MOBILITY) TO THE DUBLIN MUNICIPAL CODE

WHEREAS, the California Vehicle Code (CVC), as a general matter and as a means of establishing statewide uniformity, prevents the City from regulating the matters that the CVC covers, such as the operation of vehicles on public streets, unless otherwise expressly provided in the CVC.

WHEREAS, the CVC also prevents the City from enforcing ordinances that impose fines, penalties, assessments, and fees for violations of "matters covered by the" CVC.

WHEREAS, the CVC authorizes local regulations relating to the operation of micro-mobility devices, including e-bikes and e-scooters, in certain areas such as parks and sidewalks, and further authorizes local jurisdictions to establish reasonable rules and regulations governing the operation of such devices within City boundaries.

NOW, THEREFORE, The Dublin City Council does ordain as follows:

Section 1. **Amending Chapter 5.100 (Parks and Recreation Areas and Facilities) to Include Micro-Mobility Devices in Prohibitions.**

a. Section 5.100.020 of the Dublin Municipal Code is amended to read as follows:

5.100.020 Definitions.

For the purpose of this chapter the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein:

"Bicycle" has the meaning ascribed to it in California Vehicle Code section 231, which, it is noted for completeness, includes an "electric bicycle" as that term is defined in California Vehicle Code section 312.5.

"City" means the city of Dublin.

"Director" means the City Manager or the City Manager's authorized representative.

"Micro-mobility device" has the meaning ascribed to it in section 6.73.010 of this code.

"Park" means and includes all grounds, buildings, improvements and areas dedicated for use by the public for park, recreation or open space purposes, and any part, portion or area thereof, whether developed or undeveloped or over which the city has acquired right of use for such purposes.

"Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

"Vehicle" means any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages, strollers, wheelchairs and vehicles in the service of the city of Dublin.

b. Section 5.100.140 of the Dublin Municipal Code is amended to read as follows:

5.100.140 Operation of bicycles, vehicles, skates, skateboards, nonmotorized scooters and autos—Prohibited acts.

No person while in any park shall:

A. Ride a bicycle, micro-mobility device (as defined in section 6.73.010), or other vehicle except on officially designated routes. Bicycles, micro-mobility devices, and other vehicles shall not be permitted on unpaved trails or roads, or upon any other unpaved surfaces unless specifically permitted by posted sign. Notwithstanding the above, a bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area, bridge, building deck or paved area reserved for pedestrian use;

B. Ride or operate a bicycle, micro-mobility device, or vehicle at any time or at any place within city parks or recreational areas in a negligent, unsafe or reckless manner or in a way that endangers the life, limb or property of any person or in violation of the provisions of California Vehicle Code Section 21201, or at excessive speeds, especially when passing other trail users, or in areas with poor or limited visibility;

C. If under eighteen (18) years of age, operate a bicycle, a nonmotorized scooter, a skateboard, roller or in-line skates, or ride on a bicycle, a nonmotorized scooter, or a skateboard as a passenger, upon any park property unless wearing a properly fitted and fastened bicycle helmet. This requirement also applies to a person who rides upon a bicycle while in a restraining seat that is attached to the bicycle or in a trailer towed by the bicycle;

D. Leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available;

E. Ride, drive or park any automobile, truck, motorcycle, motor scooter or any other motor-powered, whether gas, electric, or other energy source, vehicle, other than a micro-mobility device, except upon the roads, driveways and parking lots provided and designated for such use;

F. Skate over any grassy area, bridge, building deck or paved area reserved for pedestrian use;

G. Ride or propel skates, a skateboard or any other vehicle while holding or using any kite (also known as kiteskating);

H. Ride or propel a skateboard except on areas designated by the Council by ordinance or resolution and properly noticed, and performed in a manner as to provide for reasonable protection to both individuals and property; or

I. Park any vehicle in a park or city recreational area or facility unless actually visiting or engaged in a recreational activity at the park, recreational area or facility in question unless authorized by the Director.

Section 2. **Adding Chapter 6.73 to the Dublin Municipal Code**. Chapter 6.73 is hereby added to the Dublin Municipal Code to read as follows:

Chapter 6.73
MICRO-MOBILITY DEVICES.

6.73.010 Definitions

For purposes of this Chapter, the following words and phrases shall have the meanings specified in this section:

"E-bike" or "Electric bicycle" has the meaning ascribed to it in CVC section 312.5.

"E-Scooter" or "Motorized scooter" has the meaning ascribed to a motorized scooter in CVC section 407.5.

"Electric personal assistive mobility device" (or "EPAMD") has the meaning ascribed to it in CVC section 313.

"Electrically motorized board" has the meaning ascribed to it in CVC section 313.5.

"Micro-mobility device" means electric bicycles, motorized scooters, electric personal assistive mobility devices, and electrically motorized boards.

6.73.020 Use of Micro-Mobility Devices Prohibited on Sidewalks.

Except as may be necessary to enter or leave adjacent property, no person shall ride, drive, or operate a micro-mobility device on a pedestrian sidewalk, unless the sidewalk is designated as a shared use path pursuant to CVC section 21235. (Reference: CVC §§ 213 and 21100 [e-bikes], 21282 [EPAMDs], 21967 [electrically motorized boards].) Notwithstanding the foregoing, a person may ride, drive, or operate an EPAMD on a pedestrian sidewalk, if, by reason of physical disability, s/he is otherwise unable to move about on foot. Although not regulated by this Code, it is noted for completeness that CVC section 21235(g) prohibits the operators of e-scooters and motorized scooters from operating them on sidewalks, except as necessary to enter or leave adjacent property.

Section 3. **Effective Date**. This Ordinance shall take effect and be enforced 30 days following its final adoption.

Section 4. **Posting**. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this __th day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

5.100.020 Definitions.

For the purpose of this chapter the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein:

"Bicycle" has the meaning ascribed to it in California Vehicle Code section 231, which, it is noted for completeness, includes an "electric bicycle" as that term is defined in California Vehicle Code section 312.5.

"City" means the city of Dublin.

"Director" means the City Manager or ~~his~~ the City Manager's authorized representative.

"Micro-mobility device" has the meaning ascribed to it in section 6.73.010 of this code.

"Park" means and includes all grounds, buildings, improvements and areas dedicated for use by the public for park, recreation or open space purposes, and any part, portion or area thereof, whether developed or undeveloped or over which the city has acquired right of use for such purposes.

"Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

"Vehicle" means any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages, strollers, wheelchairs and vehicles in the service of the city of Dublin.

a. Section 5.100.140 of the Dublin Municipal Code is amended to read as follows:

5.100.140 Operation of bicycles, vehicles, skates, skateboards, nonmotorized scooters and autos—Prohibited acts.

No person while in any park shall:

A. Ride a bicycle, micro-mobility device (as defined in section 6.73.010), or other vehicle except on officially designated routes. Bicycles, micro-mobility devices, and other vehicles shall not be permitted on unpaved trails or roads, or upon any other unpaved surfaces unless specifically permitted by posted sign. Notwithstanding the above, a bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area, bridge, building deck or paved area reserved for pedestrian use;

B. Ride or operate a bicycle, micro-mobility device, or vehicle at any time or at any place within city parks or recreational areas in a negligent, unsafe or reckless manner or in a way that endangers the life, limb or property of any person or in violation of the provisions of California Vehicle Code Section 21201, or at excessive speeds, especially when passing other trail users, or in areas with poor or limited visibility;

C. If under eighteen (18) years of age, operate a bicycle, a nonmotorized scooter, a skateboard, roller or in-line skates, or ride on a bicycle, a nonmotorized scooter, or a skateboard as a passenger, upon any park property unless wearing a properly fitted and fastened bicycle helmet. This requirement also applies to a person who rides upon a bicycle while in a restraining seat that is attached to the bicycle or in a trailer towed by the bicycle;

D. Leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available;

E. Ride, drive or park any automobile, truck, motorcycle, motor scooter or any other motor-powered, whether gas, electric, or other energy source, vehicle, other than a micro-mobility device, except upon the roads, driveways and parking lots provided and designated for such use;

F. Skate over any grassy area, bridge, building deck or paved area reserved for pedestrian use;

G. Ride or propel skates, a skateboard or any other vehicle while holding or using any kite (also known as kiteskating);

H. Ride or propel a skateboard except on areas designated by the Council by ordinance or resolution and properly noticed, and performed in a manner as to provide for reasonable protection to both individuals and property; or

I. Park any vehicle in a park or city recreational area or facility unless actually visiting or engaged in a recreational activity at the park, recreational area or facility in question unless authorized by the Director.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **May 6, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Report on Electric Bicycle and Electric Scooter Education and Enforcement
Prepared by: Victor Fox, Chief of Police and Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive a report on current laws and efforts by Dublin Police Services to conduct education and enforcement in the community related to the use of electric bicycles and electric scooters. The report includes recommended action items designed to enhance outreach and ensure compliance with applicable laws and regulations.

STAFF RECOMMENDATION:

Receive the report and provide direction on the creation of a bicycle ordinance and administrative citation program, and enhanced education and enforcement efforts.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
At the September 3, 2024 meeting, the City Council asked that Staff explore an electric bicycle (e-bike) and electric scooter (e-scooter) education program. This request came on the heels of several incidents involving such vehicles, particularly related to their operation by young residents travelling to and from school. Since that time, Staff has collected data on incidents involving e-bikes and e-scooters, evaluated current outreach and educational programs offered, collaborated with the Dublin Unified School District, and conducted research on neighboring cities. With this report, Staff is recommending enhancements to Dublin's policies and procedures that will help reduce incidents involving e-bikes and e-scooters, as well as traditional bicycles.

Definitions
Electric bicycles and electric scooters, commonly referred to as e-bikes and e-scooters, have become a popular and cost-effective mode of transportation. The following is a brief overview of the different classifications of e-bikes and e-scooters seen in the City of Dublin.

E-Bikes
An electric bike, or e-bike, is a bicycle equipped with an electric motor to assist the rider when they are pedaling. The motor receives its power from a rechargeable battery mounted on the bike. California Vehicle Code (CVC) 312.5 and 231 define e-bikes as bicycles. Additionally, CVC 21200a establishes that anyone riding a bicycle has the same rights and responsibilities as a driver of a motor vehicle, meaning that bicyclists are required to obey traffic laws. These include traveling with the flow of traffic, obeying traffic signs and traffic control devices, and traveling in bicycle lanes if available.

E-bikes are generally classified into three classes based on their motor assistance and maximum speed. Class 1 and 3 are pedal-assist only, while Class 2 has both pedal- and throttle-assist options. The maximum assisted speed is 20 miles per hour (mph) for Class 1 and 2, and 28 mph for Class 3, as shown in Table 1.

Table 1. E-Bikes Classification

	Class 1	Class 2	Class 3
Pedal Assist	✓	✓	✓
Throttle		✓	
Max Speed	20 mph	20 mph	28 mph

E-Scooters
CVC 407.5(a) defines an electric scooter, or e-scooter, as a two-wheeled device that has handlebars, has either a floorboard that is designed to be stood upon when riding or a seat and footrests in place of the floorboard, and is powered by an electric motor. The motor receives its power from a rechargeable battery mounted on the scooter. CVC 21235 mandates that all scooter riders in California must have a valid driver's license and prohibits the operation of an e-scooter on a sidewalk, except to enter or leave adjacent property. Additionally, pursuant to CVC 22411, no person shall operate a motorized scooter at a speed in excess of 15 mph.

Table 2 outlines the description, safety requirements, and local and state laws applicable to e-bikes and e-scooters.

Table 2. E-Bike and E-Scooter Requirements

Vehicle	Description	License Requirement	Helmet Requirement	Allowable Locations	Other
E-Scooter	A two-wheeled vehicle with a motor, handlebars, and a standing floorboard; may include a seat that allows for standing.	Driver's license or instruction permit.	Bicycle helmet if under 18 years old.	Bike lanes or on a road with 25 mph or less speed limit; sidewalk riding prohibited.	15 mph max speed limit; follow rules that apply to motor vehicles.
Class 1 and 2 E-Bike	An electric bicycle with pedal or throttle assist, providing motor support up to 20 mph.	None.	Bicycle helmet if under 18 years old.	Anywhere traditional bikes may ride.	No minimum age requirement; follow rules that apply to motor vehicles.
Class 3 E-Bike	A pedal-assisted electric bicycle with a speedometer, providing motor assistance only while pedaling, up to 28 mph.	None.	Bicycle helmet for all.	Anywhere traditional bikes may ride.	16 years and older to ride; follow rules that apply to motor vehicles.

Current Education and Enforcement Efforts

The Dublin Police Services (DPS) Patrol Division, Traffic Unit, School Resource Officers, and the Crime Prevention Unit have collectively participated in community education efforts related to e-bikes and e-scooters. The emphasis has been on education to raise awareness among riders regarding current laws. Specifically, DPS has made the following efforts to enforce laws and to provide public education.

- DPS and City staff created social media posts on e-bike and e-scooter safety and produced an educational video that was distributed online.
- DPS worked with the Dublin Unified School District (DUSD) to ban the use of e-scooters at all elementary and middle school campuses. This was in response to several collisions involving e-scooters, as well as laws prohibiting their use for riders without a driver’s license or permit.
- DPS published an e-bike informational flyer.
- DPS continued the Bicycle Rodeo and Safety program to all Dublin elementary schools during the summer months for students in attendance. This program supports safe bicycle riding and builds upon the students’ riding ability in a safe and controlled environment.
- School Resource Officers worked with the schools to provide guidance and education to staff and students.
- DPS issued 24 citations citywide in 2024, compared to none in 2023, and none thus far in 2025. The increase in 2024 was directly related to a targeted enforcement campaign in response to collisions. The citations DPS currently issues are for violations of the

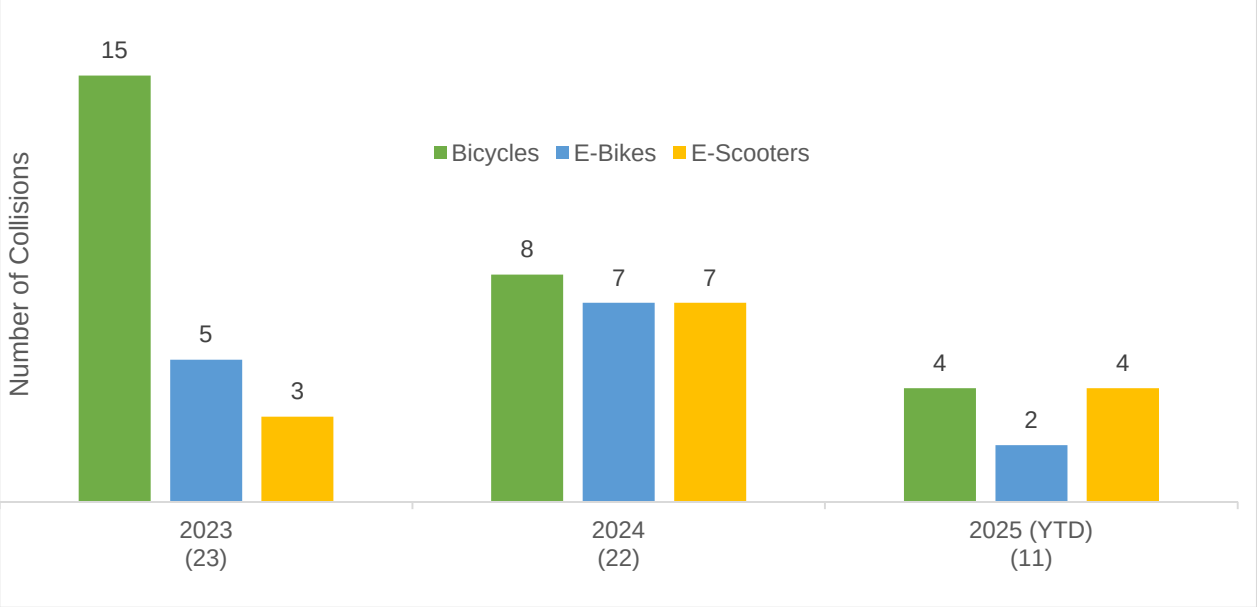
California Vehicle Code, which are handled through the court system like other moving vehicle infractions.

- DPS will host a Community Safety Fair at Emerald Glen Park on May 17, 2025. Staff will be present to provide education on electric transportation laws and proper fitting of safety helmets.

Collision Data

Since January 1, 2023, DPS has taken a total of 56 reports for collisions involving traditional bicycles, e-bikes, and e-scooters (Figure 1 below). There were just over 20 collisions in each of the last two full calendar years, with 11 incidents reported in 2025 to date. Ninety-three percent of these incidents involved a motor vehicle (i.e., bike versus car), and injuries occurred. This data does not reflect the true number of collisions, as some go unreported.

Figure 1. Bicycle and E-bike/E-scooter Collisions



Surrounding Cities Efforts

To help inform Dublin's response to e-bike and e-scooter concerns, Staff conducted research on the policies and procedures in place in the neighboring agencies of Pleasanton, San Ramon, and Danville. The research concluded that, while safety concerns like Dublin's exist in other cities, there are inconsistencies in how each agency regulates e-bikes and e-scooters. Table 3 below illustrates the findings.

Table 3. Comparison of Municipal Safety Measures for E-Bikes and E-Scooters

Municipality	Ordinance Information	Citation Information	Website	Safety Program
Danville	Ordinance that bans e-bikes and e-scooters from sidewalks in business district.	Occasionally cite, but no exact citation data available.	Dedicated webpage to e-bikes and e-scooters. Definitions and safety information included.	Bicycle rodeo in collaboration with San Ramon Valley Unified School District (SRVUSD), San Ramon Valley Fire Protection District (SRVFPD), and City of San Ramon.
Pleasanton	Ordinance that defines prohibited areas for operation of bicycles and e-bikes.	Occasionally cite, but no exact citation data available.	No information on website.	None.
San Ramon	No ordinance.	No citations for violations.	No information on website.	Bicycle rodeo in collaboration with SRVUSD, SRVFPD, and Town of Danville.
Dublin	No ordinance.	Targeted enforcement of the CA Vehicle Code.	Dedicated webpage on Bike Education and Safety.	Bicycle Rodeo and Safety Program offered to all DUSD elementary schools.

Findings and Recommendations Next Steps

The City's social media outreach, inclusion of e-bike/e-scooter safety in the upcoming Community Safety Fair, and collaboration with DUSD are positive steps towards addressing concerns with electric conveyance technology. While there have been 11 incidents in this calendar year to date, Staff is hopeful that the actions already taken will be positively impactful through 2025, particularly as the DUSD e-scooter ban was put in place after the current school year began.

However, due to the increasing popularity of e-bikes and e-scooters in the Dublin community, there is a pressing need to enhance compliance with the laws and regulations regarding their use. Staff recommends the following next steps as part of a coordinated strategy to enhance education, ensure compliance, and support responsible integration of e-bikes and e-scooters in the community.

1. Codification of Bicycle Laws into the Dublin Municipal Code (DMC)

Currently, the DMC only contains Chapter 6.72, which identifies the locations of bicycle lanes but does not include language pertaining to e-bikes or e-scooters. Developing a bicycle ordinance would help establish clear expectations for the use of bicycles, e-bikes, and e-scooters within the community. It would also support enforcement and improve public safety. The proposed bicycle ordinance would be based on best practices and minimally include the following:

- Definitions to clearly define terms and classification of bicycles, e-bikes, and e-scooters.
- Helmet requirements.
- Requirements to obey traffic laws and traffic control devices.
- Restrictions on riding in certain areas, such as sidewalks, parks, and playgrounds.
- Identification of designated usage areas, including locations where devices are prohibited.
- Enforcement provisions and penalties for violations.

2. Create an Administrative Citation Program for Violations
Creating an administrative citation program would allow DPS to cite violations of the Municipal Code, rather than the CA Vehicle Code. This would provide a level of local control that does not currently exist. In addition, instead of routing violations through the court system, which includes creating a vehicle infraction record, the City would administer the penalty – this will speed up the process and allow the City to offset enforcement costs.

The citation process would begin with a warning for the first offense, followed by monetary fines for repeat violations. As outlined in the California Government Code Section 36900, fine amounts are as follows: $100 for a first violation, $200 for a second violation of the same ordinance within one year, and $500 for each additional violation of the same ordinance within one year of the first violation.

It should be noted that DPS staff would reserve the right to issue a “Warning” if the first violation is not egregious in nature. An example of a case that might warrant a Warning is a helmeted minor riding an e-bike briefly on a sidewalk in a residential area where there are no pedestrians.

This program would apply to bicycles, e-scooters, and Class 1-3 e-bikes.

3. Continued Public Education and Outreach
Staff plans to continue and enhance public education and outreach efforts with the addition of public service announcements, targeted social media posts, and additions to the current website to include safety videos, resources, and information on the administrative citation program.

Next Steps
With City Council approval of the coordinated strategy described above, Staff will implement action items, including bringing back a bicycle ordinance for adoption, and report back to the City Council in spring 2026 on their efficacy.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Public Safety.
Objective B: Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Introduction of an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) of the Dublin Municipal Code

October 7, 2025



DUBLIN
CALIFORNIA

Background

- **September 3, 2024** – City Council requested staff explore e-bike and e-scooter program.
- **May 6, 2025** – City Council received a personal electric vehicle report and directed Staff to create an ordinance.
- Staff developed the proposed amendments and addition to the Dublin Municipal Code.

Analysis

- Personal Electric Vehicles (PEVs) are increasing in popularity.
- There is a need to codify definitions and regulations.
- Definitions:
  - E-Bikes
  - E-Scooters
  - Micro-Mobility Devices



Chapter 5 Amendments

- Amended Sections 5.100.020 (Definitions) and Section 5.100.140 (Operation of bicycles, vehicles, skates, skateboards, nonmotorized scooters and autos – Prohibited acts).
  - **Section 5.100.020**
    - Added definitions for “Bicycle” and “Micro-mobility device”.
  - **Section 5.100.140**
    - Addition of micro-mobility devices to prohibited acts in parks and streets.

Proposed Chapter 6.73

- Proposed addition of Chapter 6.73 - Micro-Mobility Devices.
  - Definitions based on the California Vehicle Code for:
    - E-Bikes
    - E-Scooter
    - Electric Personal Assistive Mobility Device
    - Electrically Motorized Board
  - Regulations and prohibitions for use in public spaces.
  - Enforcement authority and penalties.

Next Steps

- If the ordinance is subsequently adopted on October 21, Dublin Police Services (DPS) will:
  - Incorporate the ordinance into operating procedures.
  - Implement administrative citations for infractions to the Ordinance.
  - Conduct outreach to educate residents on the changes.

Recommendation

Staff's recommendation is to waive the reading and introduce an **Ordinance** Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code.

Questions?

Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Introduction of an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
Prepared by: Darlynn Haas, Management Analyst II, Julius Pickney, Management Analyst II, and Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code related to Purchasing Policy thresholds. The proposed updates are intended to create efficiencies in the City's purchasing activities, incorporate recent updates to the California Uniform Public Construction Cost Accounting Act, and align the City's practices with the industry best practices.

STAFF RECOMMENDATION:

Waive the reading and introduce the **Ordinance** Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item; however, efficiencies gained in the purchasing process are expected to result in indirect cost savings through improved staff productivity.

DESCRIPTION:

In April 2025, Staff conducted a review of the City's Purchasing Policy to evaluate how well it aligns with best practices in governmental purchasing, including accounting for inflationary impacts, legislative changes, and evolving operational needs. As part of this effort, Staff analyzed guidance from state purchasing regulators, collected data from neighboring cities, and evaluated internal operations. This report presents the results of the research and includes proposed amendments to the Purchasing Policy to create efficiencies and provide the flexibility Staff requires to respond nimbly to the community's needs.

Background

Cities purchase goods and services through procurement policies and procedures designed to ensure fairness, transparency, and accountability with taxpayer money. Such policies, which are generally included in agency municipal codes, establish things like definitions of the various types of purchases, competitive bidding requirements and exceptions thereof, and levels of authority to make purchases.

While purchasing authority and acquisition methods (i.e., bidding procedures) are two different things, they are almost always aligned. Some acquisition methods are complex and considered high risk, such as those used to award large construction contracts. Thus, it is reasonable that those contract awards would be made at the governing board level. Others are less complex and involve less risk, such as those used to select a mass printing vendor, and therefore those purchases could reasonably be approved at the Purchasing Agent (e.g., City Manager) level. Said simply, the maximum authority of a City Manager is typically limited to purchases that do not involve a formal bidding process.

There are two primary categories into which purchases fall: general services (supplies, equipment, consulting and professional agreements, etc.) and public works contracts, defined as "any agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" by the California Public Contract Code (PCC). The PCC is the body of state law governing how public entities in California award contracts for public projects and services. Cities must comply with the PCC, but they can be more restrictive with their own policies.

Other agencies' practices provide guidance on purchasing practices at the local level. These include the California Department of General Services Procurement Division, which publishes the State Contracting Manual. They also include the California Association of Public Procurement Officials (CAPPO), which provides procurement survey data, including public agency information on purchasing policies, procedures, and regulations to help agencies evaluate their own practices. These agencies all generally align with each other in their guidance on acquisition methods.

Dublin's Purchasing Policy

The City of Dublin's Purchasing Ordinance – also called the Purchasing Policy - was adopted in December 1983 (Ord. No. 16-83), shortly after the City's incorporation. At that time, the City Manager, as Purchasing Agent, was authorized to make purchases of less than $5,000 (for general services as well as public works contracts), with anything above that requiring City Council approval. Purchases over $5,000 also necessitated a formal bidding process, which – at least today - is a lengthy and heavily regulated process.

The Ordinance was amended for the first time in February 2000 (Ord. No. 4-00) to update competitive bidding requirements and increase the City Manager's purchasing authority to $20,000 for all purchases.

The most recent update to the Purchasing Policy was made in August 2012 (Ord. No. 12-12) to increase the City Manager's authority and formal bidding threshold to $45,000 for general

services. The City also “opted in” to the California Uniform Public Construction Cost Accounting Act (CUPCCAA), a voluntary program enacted in 1983 as part of the PCC to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (Section 22001). If a City opts in, its competitive bidding threshold for public works projects can increase above the $5,000 default in Public Contract Code Section 20162. In aligning with the CUPCCAA guidelines at the time, the City Council approved an increase to the competitive bidding trigger and City Manager authority for public works contracts to $100,000.

The CUPCCAA itself was most recently updated by Assembly Bill (AB) 2192 during the 2023-24 legislative session and became effective January 1, 2025. To create efficiencies and flexibility in how governments operate, AB 2192 implemented a new formal bidding threshold of $220,000 for public works contracts.

Despite this change in CUPCCAA guidelines, Dublin has maintained the same purchasing authority and formal bidding thresholds ($45,000 for goods and services and $100,000 for public works contracts) since 2012.

Other Local Agencies

To further inform the evaluation of Dublin’s Purchasing Policy, Staff analyzed survey data from CAPPO and reached out to neighboring cities. Data from 18 Bay Area public agencies, listed below, were reviewed.

> **Cities/Counties:** Berkeley, Contra Costa County, Livermore, Mission Viejo, Mountain View, Oakland, Pleasanton, San Leandro, San Ramon, Santa Rosa
>
> **Other Agencies:** Alameda County Water District, Alameda Municipal Power, Central Contra Costa Sanitary District, Eastern Contra Costa Transit Authority, Golden Gate Bridge Highway and Transportation District, San Mateo County Community College District, Santa Clara Valley Water, Sonoma-Marin Area Rail Transit District

The survey data reflect that other agencies have generally kept pace with industry best practices, with the average City Manager purchasing authorities at $100,000 and $200,000 for the two purchase types, as shown in Table 1. These limits typically align with bidding thresholds as well.

Table 1: Average City Manager Purchasing Authority

Goods and Services		Public Works Projects	
Amounts	**Percentage**	**Amounts**	**Percentage**
$50,000	25%	$50,000	28%
$75,000	16%	$75,000	11%
$100,000	36%	$100,000	11%
$200,000+	23%	$200,000+	50%

Data from the cities of Livermore, Pleasanton, and San Ramon are listed in Table 2, including the period the purchasing limit was last updated.

Table 2: City Manager Purchasing Limit from Livermore, Pleasanton, San Ramon

City	Goods & Services / Professional Services	Public Projects
Livermore (July 2025)	$200,000	$200,000
Pleasanton (June 2025)	$100,000	$200,000
San Ramon (July 2018)	$100,000	$100,000

Operational Considerations in Dublin

It takes an estimated 12 hours of staff time to bring a contract to the City Council if formal bidding is involved. This includes time spent completing and preparing bidding procedures and reviewing responses, drafting and reviewing contract documents, routing the contract for internal approval, preparing City Council agenda materials, and presenting the item. Using an average, fully loaded hourly rate of $137.90 for the Analyst level and up, this equates to a cost of approximately $1,700 per contract or purchase.

Over the past three fiscal years, 178 contracts were presented to the Dublin City Council, with 153 for goods and services and 25 for public projects. Thirty-nine of the contracts (22%) were for amounts between $45,000 and $100,000, with an estimated total of 468 staffing hours spent on these contracts, or about $65,000 over the three-year period.

Moreover, the rising cost of construction materials and labor has far outpaced the City Manager's purchasing limit and competitive bidding threshold of $100,000 for public works contracts. A simple but needed repair or alteration to one of Dublin's parks, for example, could require Staff to complete formal bidding, prepare and review the agenda item, and obtain City Council approval before the work can begin.

It should also be noted that there are now significant lead times associated with the purchase of specialized equipment, and some items – such as public safety vehicles, which now cost well over $50,000 each – only offer favorable pricing for a specific window of time. With an increase in the purchase authority and formal bidding thresholds, Staff would be able to react and respond more quickly to operational needs and priorities in servicing the community.

Conclusion and Recommendation

The City's purchasing authority thresholds have not had a comprehensive update since 2012. Staff's analysis, pulling from state guidelines and survey data from the other local agencies, shows that the City's current thresholds are significantly below industry standards. In addition, a review of internal operations reveals that the current Purchasing Policy creates an administrative burden on Staff and hinders the City's ability to do business efficiently.

Therefore, Staff recommends amending the Dublin Municipal Code Chapter 2.36 to increase the formal bidding and City Manager purchasing authority limits to current CUPCCAA limits, and tie future increases of such to the formal bidding thresholds provided in: 1) the California

State Contracting Manual (Scope of Purchasing Authority, Section 100.2) for goods and services; and 2) the CUPCCAA for public works contracts. The proposed changes are summarized as follows:

Table 3. Proposed Changes

	Cost (Current)	Cost (Proposed)	CM Can Approve	Bidding Requirement
Goods and Services	< $5,000	< $10,000	yes	Informal quotes
	$5,000 - $45,000	$10,000 - $100,000	yes	3 quotes: verbal/written
	> $45,000	> $100,000	no	Formal bids
Public Works Contracts	< $45,000	< $75,000	yes	Informal quotes
	$45,000 - $100,000	$75,000 - $220,000	yes	Informal procedures
	> $100,000	> $220,000	no	Formal bids

These proposed changes are reflected in the attached Ordinance (Attachment 1). The redlined version is provided as Attachment 2.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
2) Redline Amendments to Chapter 2.36

ORDINANCE NO. XX – 25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 2.36 OF THE CITY OF DUBLIN MUNICIPAL CODE RELATING TO PURCHASING AUTHORITY, APPROVAL LIMITS, AND BIDDING PROCEDURES

WHEREAS, the City Council of the City of Dublin has established Chapter 2.36 of the Dublin Municipal Code to establish efficient procedures for the procurement of services, supplies, equipment, and public projects; and

WHEREAS, the current thresholds for the City Manager (designated as Purchasing Agent) authority and bidding requirements have not been updated since the adoption of Ordinance 12-12, and do not reflect current State guidance, best practices, or regional benchmarks; and

WHEREAS, Staff conducted a data analysis of neighboring cities, and collected information from the California Uniform Public Construction Cost Accounting Act (CUPCCAA), the California Department of General Services Procurement Division, and the California Association of Public Procurement Officials, and found that increasing purchasing authority thresholds and bidding requirements would align the City with State guidance and local best practices; and

WHEREAS, California Public Contract Code Section 22032 permits public projects of two hundred twenty thousand dollars ($220,000) or less to be contracted through informal bidding procedures, and the State's Scope of Purchasing Authority 100.2 provides that goods and services procurement of up to one hundred thousand ($100,000) may be treated at an informal level; and

WHEREAS, the City Council finds that increasing the purchasing authority and bidding levels will enhance efficiency, reduce administrative costs, improve timely acquisition of goods and services, and maintain appropriate financial oversight consistent with State guidance.

NOW, THEREFORE, The City Council of the City of Dublin does ordain the following:

Section 1. Amendment to Section 2.36.020. Section 2.36.020 is amended to read as follows:

For the purposes of this chapter, the words set out in this section shall have the following meanings:

A. "Consultant or professional services" means the services rendered by architects, attorneys, engineers, doctors, financial consultants, planning or environmental consultants, investment advisors, bank or trustee officers, and other professional or specialized consultants.

B. "Contract" means any agreement to do or not do a certain thing. For the purposes of this chapter, "contract" and "agreement" are synonymous. The term "contract" includes, but is not limited to, a purchase order; a contract for services; an addendum or change

order, which means a change or addendum to an executed contract; a letter of agreement; and a memorandum of understanding.

C. “Force account” is a term used by the Uniform Construction Cost Accounting Procedures meaning an account which is used to account for work performed on public projects using internal resources, including but not limited to labor, equipment, materials, supplies, and subcontracts of the public agency.

D. “Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

E. “General services” means and includes any work performed or services rendered by an independent contractor, with or without the furnishing of materials, including, but not limited to, the following:

1. Maintenance or nonstructural repair of city buildings, structures or improvements which does not require engineering plans, specifications or design, including, but not limited to, unscheduled replacement of broken window panes, fire extinguisher maintenance, minor roof repairs, plumbing, elevator maintenance, custodial services and pest control, etc.;

2. Repair, modification and maintenance of city equipment and software;

3. Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of city supplies and equipment;

4. Replanting, care or maintenance of public grounds, including, but not limited to, maintenance of trees, shrubbery, flowers, and lawns;

5. Providing temporary personnel services;

6. Providing other miscellaneous services to facilitate city operations;

7. Performing repair, demolition or other work required to abate nuisances under this code;

8. Licensing software services;

9. Leasing or rental of equipment (personal property) for use by the city;

10. Maintenance of equipment owned or leased by the city.

“General services” does not include consultant or professional services, or work associated with a public project.

F. “Goods of a technical nature” means hardware, software, or communications equipment, or any item that is substantially similar to the foregoing as determined by the Purchasing Agent.

G. “Large contract” means a contract for the purchase of general services or supplies and equipment with a total cost of more than $100,000. Notwithstanding the foregoing, the $100,000 threshold set forth in the previous sentence shall automatically increase if the amount set forth for the “formal level” of contracting in Section 100.2 of the State Contracting Manual or its successor is increased.

H. “Large public project” means a “public project,” as defined in subdivision (c) of Public Contract Code section 22002, with a total cost of $220,000 or more. Notwithstanding the foregoing, the $220,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (b) of Public Contract Code section 22032.

I. “Public project” shall have the meaning given that term by California Public Contract Code Section 22022.

J. “Small public project” means a “public project,” as defined in subdivision (c) of Public Contract Code section 22002, with a total cost of less than $220,000. Notwithstanding the foregoing, the $220,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (b) of Public Contract Code section 22032.

K. “Small contract” means a contract for the purchase of general services or supplies and equipment with a total cost of between $10,000 and $100,000, inclusive. Notwithstanding the foregoing, the $100,000 threshold set forth in the previous sentence shall automatically increase if the amount set forth for the “formal level” of contracting in Section 100.2 of the State Contracting Manual or its successor is increased.

L. “Supplies and equipment” means and includes tangible goods, supplies, equipment, vehicles, printing, materials, and furniture and furnishings purchased on behalf of the city.

M. “Very small contract” means a contract for the purchase of general services or supplies and equipment with a total cost of less than $10,000.

N. “Very small public project” means a “public project,” as defined in subdivision (a) of Public Contract Code section 22002, with a total cost of $75,000 or less. Notwithstanding the foregoing, the $75,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (a) of Public Contract Code section 22032.

Section 2. Amendment to Section 2.36.050. Section 2.36.050 is amended to read as follows:

Purchasing Agent authority for contracts and purchases—Small contracts.

A. The Purchasing Agent is authorized to enter into a small contract on behalf of the city and approve a purchase by the city without the prior approval of the City Council, so long as the contract or purchase satisfies the following conditions:

1. The monies have been appropriated; and

2. The contract or purchase is for consultant or professional services, general services, or supplies and equipment.

B. In an emergency the Purchasing Agent may authorize the expenditure of any unencumbered monies in the emergency reserve fund, notwithstanding the fact that such monies may not have been appropriated for such purpose, to the extent that said emergency funds have not been appropriated or are otherwise unavailable therefor.

Section 3. Amendment to Section 2.36.070. Section 2.36.070 is amended to read as follows:

Contracts and purchases of general services, supplies and equipment—Very small contracts**.**

For very small contracts, informal quotations should be obtained, but are not required. Comparative pricing is expected to secure the lowest price. Negotiated pricing is allowed and departments are strongly encouraged to solicit quotations from city-based businesses.

Section 4. Amendment to Section 2.36.080. Section 2.36.080 is amended to read as follows:

Contracts and purchases of general services, supplies, and equipment—Small contracts**.**

A. The award of any small contract shall, whenever possible, be based on at least three (3) quotations. For small contracts of less than fifty thousand dollars ($50,000), the quotations may be verbal or written. For small contracts greater than fifty thousand dollars ($50,000), the quotations shall be in writing, which writings may include facsimile and electronic mail transmissions. Quotations with the required documentation shall be submitted to the Finance Department for approval by the Purchasing Agent. Negotiated pricing is allowed and departments are strongly encouraged to solicit quotations from city-based businesses. The award of any small contract shall be consistent with the factors stated in Section 2.36.060 and shall be made from the vendor that submits the lowest total cost.

B. At the discretion of the Purchasing Agent, the competitive bidding procedure set forth in Section 2.36.090 may be used for any acquisition of general services, supplies and equipment, regardless of the value.

Section 5. Amendment to Section 2.36.090. Section 2.36.090 is amended to read as follows:

City Council authority for contracts and purchases—Large contracts—Competitive bidding.

City Council approval shall be required to authorize large contracts.

Awards of large contracts shall comply with the competitive bidding procedure set forth in this section, except as provided in Section 2.36.100. Bids should be obtained from one (1) or more vendors located within the city whenever possible.

A. Notices inviting bids shall include a general description of the services and/or articles to be purchased or sold, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether a bid deposit or bond and a faithful performance bond will be required.

B. Notices inviting bids shall be posted in at least three (3) public places in the city that have been designated by ordinance as the place for posting public notices, at least fourteen (14) calendar days before the date of opening the bids.

C. The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications and websites readily accessible to the public.

D. When deemed necessary by the Purchasing Agent or City Council, any bidder may be required to submit a bid deposit or bond in an amount determined by the Purchasing Agent or City Council. A successful bidder (and his surety, if a bond is furnished) shall be liable for any damages upon the bidder's failure to enter into a contract with the city or upon the bidder's failure to perform in accordance with the tenor of his or her bid.

E. When deemed necessary by the Purchasing Agent or City Council, any person or entity entering into a contract with the city may be required to furnish a faithful performance deposit or bond in an amount determined by the Purchasing Agent or City Council.

F. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

G. At its discretion, the City Council may reject all bids presented and re-advertise for bids.

H. Contracts shall be awarded by the City Council to the lowest responsive, responsible bidder, except as otherwise provided herein.

I. If two (2) or more bids received from responsible bidders are for the same total amount or unit price, quality and service being equal, preference shall be given to the local vendor, or the City Council may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

Section 6. Amendment to Subdivision A.1. of Section 2.36.100. Subdivision A.1. of Section 2.36.100 is amended to read as follows:

1. Large contracts involving the acquisition of consultant or professional services will require City Council approval.

Section 7. Amendment to Section 2.36.120. Section 2.36.120 is amended to read as follows:

Purchase orders.

Purchases for small contracts shall be documented by purchase orders prepared by the Purchasing Agent in accordance with adopted administrative policies.

Section 8. Amendment to Section 2.36.160. Section 2.36.160 is amended to read as follows:

Public projects.

Public projects shall follow the purchasing procedures as set forth in Sections 22030–22045 of the Public Contract Code.

A. Contracts for very small public projects may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order (Reference: Public Contract Code Section 22032).

B. Contracts for small public projects may be let to contract by the informal procedures set forth in Sections 22030–22045 of the Public Contract Code.

1. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

2. Where a public project is to be performed, a notice inviting informal bids shall be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified; provided, however:

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3. All mailing of notices to contractors and construction journals pursuant to this section shall be completed not less than fifteen (15) calendar days before bids are due.

4. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and shall state the time and place for the submission of bids.

5. The Purchasing Agent is authorized to award informal contracts pursuant to this section.

C. Contracts for large public projects shall be authorized by City Council and shall comply with the competitive bidding procedures set forth in Section 2.36.090. Contracts

for very small and small public projects may be approved by the Purchasing Agent. (Reference: Public Contract Code section 22034.)

Section 9. **Effective Date.** This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

Section 10. **Posting.** The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this __th day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

2.36.020 Definitions.

For the purposes of this chapter, the words set out in this section shall have the following meanings:

A. “Consultant or professional services” means the services rendered by architects, attorneys, engineers, doctors, financial consultants, planning or environmental consultants, investment advisors, bank or trustee officers, and other professional or specialized consultants.

B. “Contract” means any agreement to do or not do a certain thing. For the purposes of this chapter, “contract” and “agreement” are synonymous. The term “contract” includes, but is not limited to, a purchase order; a contract for services; an addendum or change order, which means a change or addendum to an executed contract; a letter of agreement; and a memorandum of understanding.

C. “Force account” is a term used by the Uniform Construction Cost Accounting Procedures meaning an account which is used to account for work performed on public projects using internal resources, including but not limited to labor, equipment, materials, supplies, and subcontracts of the public agency.

D. “Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

E. “General services” means and includes any work performed or services rendered by an independent contractor, with or without the furnishing of materials, including, but not limited to, the following:

1. Maintenance or nonstructural repair of city buildings, structures or improvements which does not require engineering plans, specifications or design, including, but not limited to, unscheduled replacement of broken window panes, fire extinguisher maintenance, minor roof repairs, plumbing, elevator maintenance, custodial services and pest control, etc.;

2. Repair, modification and maintenance of city equipment and software;

3. Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of city supplies and equipment;

4. Replanting, care or maintenance of public grounds, including, but not limited to, maintenance of trees, shrubbery, flowers, and lawns;

5. Providing temporary personnel services;

6. Providing other miscellaneous services to facilitate city operations;

7. Performing repair, demolition or other work required to abate nuisances under this code;

8. Licensing software services;

9. Leasing or rental of equipment (personal property) for use by the city;

10. Maintenance of equipment owned or leased by the city.

"General services" does not include consultant or professional services, or work associated with a public project.

F. "Goods of a technical nature" means hardware, software, or communications equipment, or any item that is substantially similar to the foregoing as determined by the Purchasing Agent.

G. "Large contract" means a contract for the purchase of general services or supplies and equipment with a total cost of more than $100,000. Notwithstanding the foregoing, the $100,000 threshold set forth in the previous sentence shall automatically increase if the amount set forth for the "formal level" of contracting in Section 100.2 of the State Contracting Manual or its successor is increased.

H. "Large public project" means a "public project," as defined in subdivision (c) of Public Contract Code section 22002, with a total cost of $220,000 or more. Notwithstanding the foregoing, the $220,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (b) of Public Contract Code section 22032.

I. "Public project" shall have the meaning given that term by California Public Contract Code Section ~~20161~~ 22022~~and the Uniform Construction Cost Accounting Procedures ("UCCAP") set forth in the Uniform Public Construction Cost Account Act ("The Act") and referenced in Section 2.36.160~~.

J. "Small public project" means a "public project," as defined in subdivision (c) of Public Contract Code section 22002, with a total cost of less than $220,000. Notwithstanding the foregoing, the $220,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (b) of Public Contract Code section 22032.

K. "Small contract" means a contract for the purchase of general services or supplies and equipment with a total cost of between $10,000 and $100,000, inclusive. Notwithstanding the foregoing, the $100,000 threshold set forth in the

previous sentence shall automatically increase if the amount set forth for the "formal level" of contracting in Section 100.2 of the State Contracting Manual or its successor is increased.

L~~H~~. "Supplies and equipment" means and includes tangible goods, supplies, equipment, vehicles, printing, materials, and furniture and furnishings purchased on behalf of the city.

M. "Very small contract" means a contract for the purchase of general services or supplies and equipment with a total cost of less than $10,000.

N. "Very small public project" means a "public project," as defined in subdivision (a) of Public Contract Code section 22002, with a total cost of $75,000 or less. Notwithstanding the foregoing, the $75,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (a) of Public Contract Code section 22032.

2.36.050 Purchasing Agent authority for contracts and purchases—~~Less than forty-five thousand dollars ($45,000)~~ Small contracts.

A. ~~With the exception of public projects as defined in Section 2.36.020, t~~The Purchasing Agent is authorized to enter into a small contract on behalf of the city and approve a purchase by the city without the prior approval of the City Council, so long as the contract or purchase satisfies the following conditions:

1. ~~The total cost is less than forty-five thousand dollars ($45,000);~~

~~2.~~ The monies have been appropriated; and

~~3~~2. The contract or purchase is for consultant or professional services, general services, or supplies and equipment.

B. In an emergency the Purchasing Agent may authorize the expenditure of any unencumbered monies in the emergency reserve fund, notwithstanding the fact that such monies may not have been appropriated for such purpose, to the extent that said emergency funds have not been appropriated or are otherwise unavailable therefor.

2.36.070 Contracts and purchases of general services, supplies and equipment—~~Less than five thousand dollars ($5,000)~~Very small contracts.

For very small contracts ~~purchases of general services or supplies and equipment of less than five thousand dollars ($5,000)~~, informal quotations should be obtained, but are not required. Comparative pricing is expected to secure the

lowest price. Negotiated pricing is allowed and departments are strongly encouraged to solicit quotations from city-based businesses.

2.36.080 Contracts and purchases of general services, supplies, and equipment—~~Greater than or equal to five thousand dollars ($5,000) and less than forty-five thousand dollars ($45,000)~~Small contracts.

A. ~~Purchases of general services, supplies and equipment greater than or equal to five thousand dollars ($5,000) and less than forty-five thousand dollars ($45,000)~~ The award of any small contract shall, whenever possible, be based on at least three (3) quotations. For ~~purchases greater than or equal to five thousand dollars ($5,000) and~~ small contracts of less than ~~ten~~ fifty thousand dollars ($~~1~~50,000), the quotations may be verbal or written. For small contracts ~~purchases~~ greater than ~~or equal to ten~~ fifty thousand dollars ($~~1~~50,000) ~~and less than forty-five thousand dollars ($45,000)~~, the quotations shall be in writing, which writings may include facsimile and electronic mail transmissions. Quotations with the required documentation shall be submitted to the Finance Department for approval by the Purchasing Agent. Negotiated pricing is allowed and departments are strongly encouraged to solicit quotations from city-based businesses. ~~The purchase of any general services, supplies and equipment greater than or equal to five thousand dollars ($5,000) and less than forty-five thousand dollars ($45,000)~~ The award of any small contract shall be consistent with the factors stated in Section 2.36.060 and shall be made from the vendor that submits the lowest total cost.

B. At the discretion of the Purchasing Agent, the competitive bidding procedure set forth in Section 2.36.090 may be used for any acquisition of general services, supplies and equipment, regardless of the value.

2.36.090 City Council authority for contracts and purchases—~~Greater than or equal to forty-five thousand dollars ($45,000)~~Large contracts—Competitive bidding.

City Council approval shall be required to authorize ~~the~~ large contract~~s for or purchase of any consultant or professional services, general services or supplies and equipment with a cost greater than or equal to forty-five thousand dollars ($45,000)~~.

Awards of large contracts ~~City Council authorization for purchases of general services and supplies and equipment with a cost greater than or equal to forty-five thousand dollars ($45,000)~~ shall comply with the competitive bidding procedure set forth in this section, except as provided in Section 2.36.100. Bids

should be obtained from one (1) or more vendors located within the city whenever possible.

A. Notices inviting bids shall include a general description of the services and/or articles to be purchased or sold, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether a bid deposit or bond and a faithful performance bond will be required.

B. Notices inviting bids shall be posted in at least three (3) public places in the city that have been designated by ordinance as the place for posting public notices, at least fourteen (14) calendar days before the date of opening the bids.

C. The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications and websites readily accessible to the public.

D. When deemed necessary by the Purchasing Agent or City Council, any bidder may be required to submit a bid deposit or bond in an amount determined by the Purchasing Agent or City Council. A successful bidder (and his surety, if a bond is furnished) shall be liable for any damages upon the bidder's failure to enter into a contract with the city or upon the bidder's failure to perform in accordance with the tenor of his or her bid.

E. When deemed necessary by the Purchasing Agent or City Council, any person or entity entering into a contract with the city may be required to furnish a faithful performance deposit or bond in an amount determined by the Purchasing Agent or City Council.

F. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

G. At its discretion, the City Council may reject all bids presented and re-advertise for bids.

H. Contracts shall be awarded by the City Council to the lowest responsive, responsible bidder, except as otherwise provided herein.

I. If two (2) or more bids received from responsible bidders are for the same total amount or unit price, quality and service being equal, preference shall be given to the local vendor, or the City Council may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

2.36.100 Exceptions to competitive bidding.

A. Contracts or purchases involving the acquisition of consultant or professional services are exempt from competitive bidding; however, the procurement of such services shall be subject to the following:

1. ~~Contracts or purchases~~ Large contracts involving the acquisition of consultant or professional services ~~greater than or equal to forty-five thousand dollars ($45,000)~~ will require City Council approval.

2.36.120 Purchase orders.

Purchases ~~greater than or equal to five thousand dollars ($5,000)~~ for small contracts shall be documented by purchase orders prepared by the Purchasing Agent in accordance with adopted administrative policies.

2.36.160 Public projects.

Public projects ~~as defined by the Uniform Public Construction Cost Accounting Act (Section 22000 et seq. of the California Public Contract Code)~~ shall follow the purchasing procedures as set forth in Sections 2203~~2~~0–22045 ~~et seq.~~ of the Public Contract Code.

A. ~~The purchase or contract for public projects less than forty-five thousand dollars ($45,000)~~Contracts for very small public projects may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order (Reference: Public Contract Code Section 22032).

B. ~~The purchase or contract for public projects less than one hundred thousand dollars ($100,000)~~Contracts for small public projects may be let to contract by the informal procedures ~~as~~ set forth in Sections 2203~~02 et seq.~~–22045 of the Public Contract Code.

1. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

2. Where a public project is to be performed, a notice inviting informal bids shall be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public

Contract Code. Additional contractors and/or construction trade journals may be notified; provided, however:

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3. All mailing of notices to contractors and construction journals pursuant to this section shall be completed not less than ~~fourteen (14)~~ fifteen (15) calendar days before bids are due.

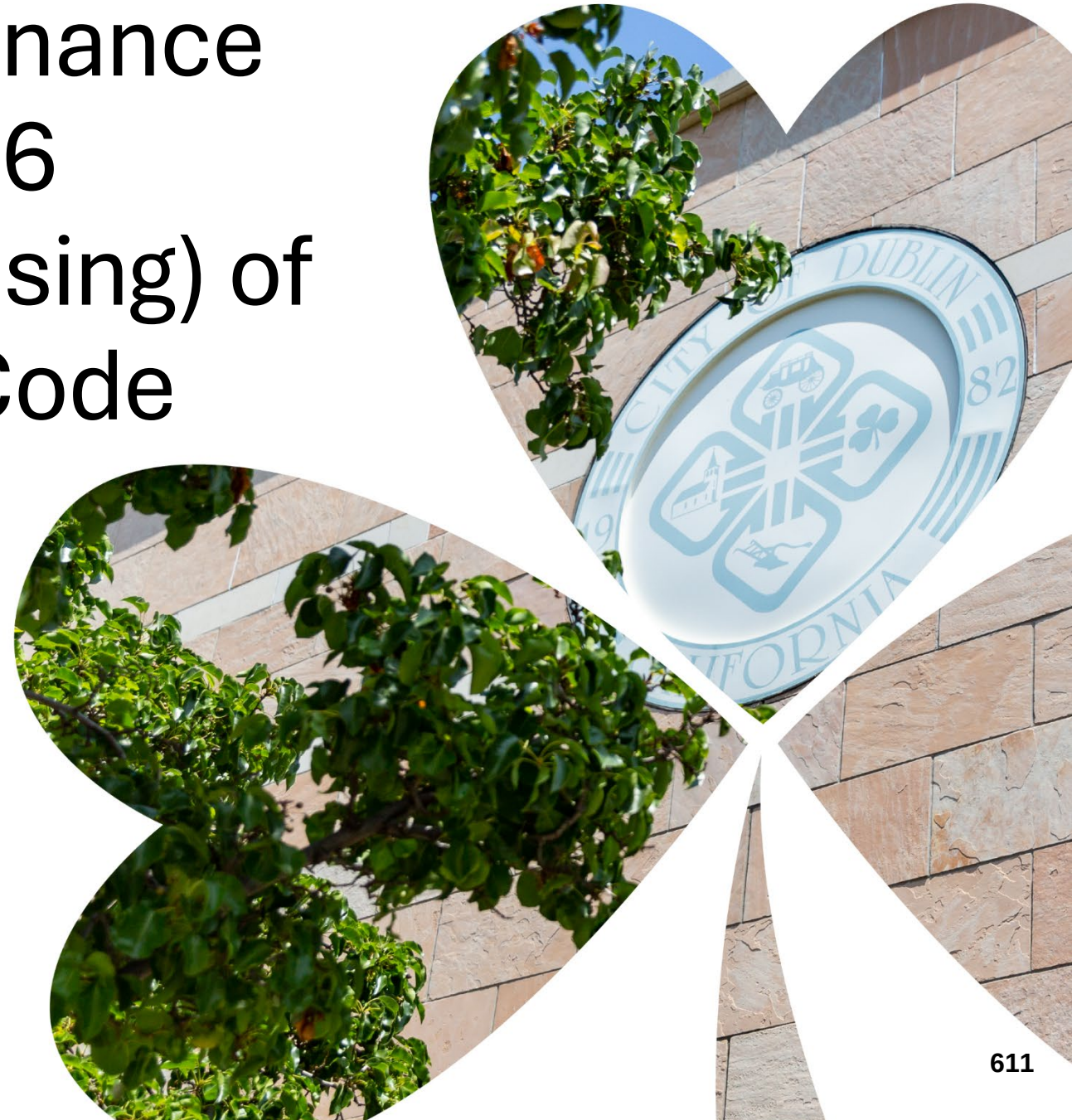
4. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and shall state the time and place for the submission of bids.

5. The Purchasing Agent is authorized to award informal contracts pursuant to this section.

C. ~~The purchase or contract for public projects greater than or equal to one hundred thousand dollars ($100,000)~~Contracts for large public projects shall be authorized by City Council and shall comply with the competitive bidding procedures set forth in Section 2.36.090. Contracts for very small and small public projects may be approved by the Purchasing Agent. (Reference: Public Contract Code section 22034.)

Introduction of an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code

October 7, 2025



DUBLIN
CALIFORNIA

Background

In April of 2025, Staff conducted a review to determine if the City's Purchasing Authority thresholds remain current and align with best practices.

1983 – Ordinance Adopted (Ord.16-83)

- Establishing Procedures for the Purchase of Goods and Services
- City Manager: Purchases < $5,000
- Purchases > $5,000 City Council approval and formal bidding

2000 – First Amendment (Ord. 4-00)

- Increased City Manager authority to < $20,000
- Updated bidding requirements

Background, 2

2012 – Comprehensive Update (Ord. 12-12)

- City Manager authority raised to < $45,000
- City "opted in" to California Uniform Public Construction Cost Accounting Act (CUPCCAA)
- Public Works threshold increased to < $100,000

2025 – Proposed Amendment

- Evaluate thresholds for inflation and operational challenges
- Align with state law, local best practices, and CUPCCAA updates

Purchasing in the City of Dublin is designed to ensure fairness, transparency, accountability, and compliance with state and local laws.

Purchasing Authority and Acquisition Methods

Authority vs. Methods

- Purchasing authority – who can approve
- Acquisition methods – how contacts are awarded

High Risk vs. Low Risk Purchases

- High Risk - Large construction contracts, require formal bidding and City Council approval
- Low Risk – Routine goods/services (e.g, printing vendor), can be approved by City Manager

Purchasing Authority and Acquisition Methods, 2

Two Primary Purchasing Categories

- General Services – supplies, equipment, consulting, professional services
- Public Works – construction, alteration, repair, or improvement of public structures, buildings, roads, etc.
- Governed by the Public Contract Code (PCC)

External Guidance and Peer Agencies

State and Professional Guidance

- California Department of General Services – *State Contracting Manual*
- California Association of Public Procurement Officials (CAPPO) – survey data and best practices
- California Uniform Public Construction Cost Accounting Act (CUPCCAA) – updated by AB 2192 (2025) raised bidding threshold to $220,000 (public projects)

Dublin's Current Limits (since 2012)

- $45,000 for goods and services
- $100,000 for public projects

External Guidance and Peer Agencies, 2

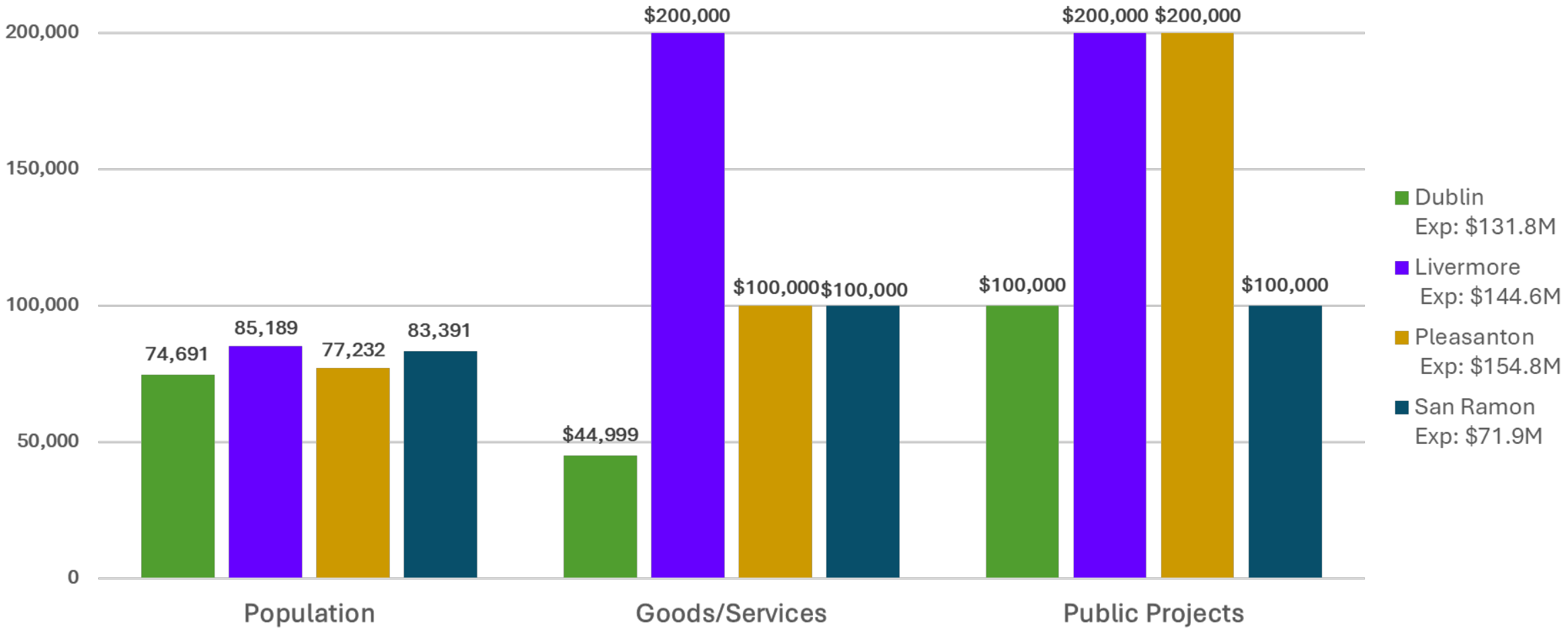
Peer Agency Comparison (18 Cities or Agencies):

- Alameda County Water District
- Alameda Municipal Power
- Central Contra Costa Sanitary District
- City of Berkeley
- City of Livermore
- City of Mission Viejo
- City of Mountain View
- City of Oakland
- City of Pleasanton
- City of San Leandro
- City of San Ramon
- City of Santa Rosa
- Contra Costa County
- Eastern Contra Costa Transit Authority
- Golden Gate Bridge, Highway and Transportation District
- San Mateo County Community College District
- Santa Clara Valley Water*
- Sonoma-Marin Area Rail Transit District

The average purchasing authority threshold for a City Manager:

Goods and Services		Public Projects	
Amounts	Percentage	Amounts	Percentage
$50,000	26%	$50,000	29%
$75,000	12%	$75,000	12%
$100,000	37%	$100,000	12%
$200,000+	25%	$200,000+	53%
City of Dublin (Current)	$45,000	City of Dublin (Current)	$100,000

Neighboring Cities Purchasing Authority



City of Dublin Contracts

Over the past three fiscal years, City Council has reviewed 178 contracts:

- 153 goods and services contracts
- 25 public project contracts

Under the new threshold recommendation:

- 39 contracts (22%) would fall under the new City Manager approval
  - ~12 staff hours per contract x $137.90 fully loaded hourly rate = Approximately $1,700 per contract
  - 39 contracts x $1,700 per contract = Approximately $65,000 Savings over the past three fiscal years

City of Dublin Contracts, 2

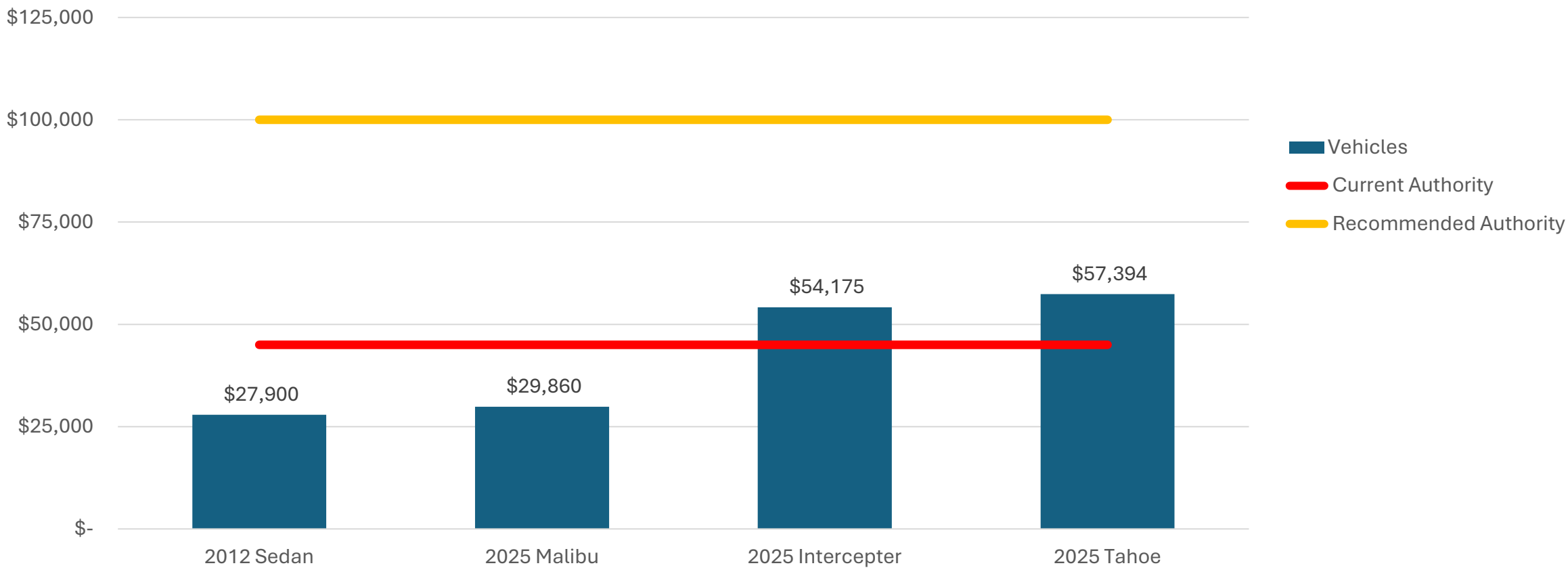
Operational Challenges

- Inflation and rising cost of construction materials and labor
- Inability to act in real-time

Proposed Recommendation

- Real-time efficiency
- Flexibility and favorable pricing

Police Vehicle Costs vs. Purchasing Authority



Recommendation

Waive the reading and introduce the **Ordinance** Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code.

- Increase the formal bidding and City Manager purchasing authority limits to current State limits.
- Tie the City's purchasing authority thresholds to the State.