

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: December 16, 2025

To: Honorable Mayor and City Councilmembers **From:** Toni Bertolero, Public Works Engineer

Subject: Construction Management Services with GHD Inc. for the Bodega Avenue Bike Lanes and

Pavement Rehabilitation Phase 2 Project

RECOMMENDATION:

That the City Council adopt a resolution to approve Task Order 5 with GHD Inc. for construction management services for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 Project and authorize the Interim City Manager to sign the Task Order and authorize amendments to up to 10% of the approved Task Order amount (if needed).

EXECUTIVE SUMMARY:

Council awarded the construction contract to Team Ghilotti for Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 ("Project") on November 18, 2025. The Project consists of installing bike lanes and repaving Bodega Avenue from Nelson Way to Pleasant Hill Road, and adjusting utility boxes to new elevation grade, removal and reconstruction of accessible ramps, sidewalk, curb and gutter, restriping and remarking the finished paved surface, and other associated work and includes two alternate bid items for paving approximately 500 feet of Bodega Avenue near the Atascadero Creek bridge and a new retaining wall near the cemetery.

Due to the size and complexity of the Project, the construction management and inspection services are recommended to be performed by a consultant. A Request for Proposals (RFP) was released on October 2, 2025 and proposals were due on October 27, 2025.

The City received two proposals: one from Green Valley Consulting and one from GHD Inc. The Proposals were reviewed and both were "shortlisted" for interviews. Interviews were held on November 13, 2025 and the panel consisted of three Public Works staff members, Erik Billing, Elissa Overton, and Toni Bertolero.

While both firms were highly qualified to perform the work, GHD was selected as the most qualified for the Project construction management services.

BACKGROUND AND DISCUSSION:

The Bodega Avenue Bike Lanes and Rehabilitation Phase 2 Project was approved by Council in the Fiscal Year 2025-26 Capital Improvement Plan (CIP #0514-22.06) with a total project budget of \$2,576,000 for the construction and related engineering and inspection costs during construction. The Project is largely funded with a \$2.2 million Go Sonoma grant.

The RFP was released to five (5) engineering firms in the City's Prequalified Consultants List with expertise in construction management of infrastructure projects. Of the five firms, two submitted a Proposal: Green Valley Consulting and GHD Inc. The City has previously contracted with both firms for construction management services for City projects and both have performed well for the City.



STAFF ANALYSIS:

Public Works staff, consisting of the Public Works Supervisor, the Engineering Technician II, and the Public Works Engineer reviewed the two proposals and based on their ratings, "shortlisted" both firms to move forward to the interview stage of the selection process. Based on the interviews, GHD Inc. was selected as the most qualified. In particular, their proposed Team was well versed in inspecting paving projects and raised key issues to look out for during the construction project.

After staff selection and during the contract negotiation stage, staff asked that GHD include materials testing services under their contract rather than the City contracting separately with a materials testing firm This will allow for easier scheduling during construction and less administrative oversight by the City.

The fee was reviewed and deemed by staff to be reasonable and within the City's adopted CIP budget. The services will continue for the duration of the Project, estimated to be completed by July 2026.

CITY COUNCIL GOALS/PRIORITIES/ AND OR GENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

 Goal 3 – Infrastructure. Maintaining high quality infrastructure, facilities and services includes repairing/ replacing outdated city facilities, improving streets, stormwater and wastewater infrastructure.

This agenda item represents the City Council General Plan Consistency (if applicable):

• Circulation CIR 1-11: Provide high quality regular maintenance for existing and future transportation facilities including streets, sidewalk, and paths.

FISCAL IMPACT:

There is no fiscal impact with this approval; Cost for this contract is not to exceed \$288,405.00 and is within the adopted CIP budget. The cost of the services would come from Go Sonoma grant with the required 15% local match coming from SB 1 Fund 217.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date. The City has also used social media to promote and advertise the City Council Meeting Agenda Items.

As of the writing of this agenda item report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this agenda item report, such comments will be provided to the City Council as supplemental materials before or at the meeting.

RESTATED RECOMMENDATION:

That the City Council adopt a resolution to approve Task Order 5 with GHD Inc. for construction management services for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 Project and authorize the Interim City Manager to sign the Task Order and authorize amendments to up to 10% of the approved Task Order amount (if needed).

CITY COUNCIL OPTION(S):

City Council could choose not to approve Task Order 5 and provide direction to staff.

ATTACHMENTS:

1-Resolution

2-Task Order 5

3-Request for Proposals (RFP)

4-MSA with GHD dated 7/14/25

APPROVALS:

Department Head Responsible for Agenda Item: Approval Date: 9/2/25 CEQA Determination (Community Development/Planning): Approval Date: 6/21/22

This project is Categorically Exempt pursuant to CEQA Guidelines Section 15301 (c). The NOE was filed

with the Bodega Ave Bike Lanes Phase 1 Project on 6/21/22 and posted on 6/27/22.

Administrative Services (Financial): Approval Date: N/A

Costs authorized in City Approved Budget: $\ \ \, \square \ \,$ Yes $\ \ \, \square \ \,$ N/A

Funds: Go Sonoma grant Fund 211 and SB1 Fund 217

City Attorney Approval Approval Date: 12/8/25 City Manager Approval: Approval Date: 12/8/25

RESOLUTION NO. ####-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING TASK ORDER 5 WITH GHD INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR BODEGA AVENUE BIKE LANES AND PAVEMENT REHABILITATION PHASE 2 PROJECT

WHEREAS, the City Council approved the Capital Improvement Project for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 Project in the adopted Fiscal Year 2025-26 Capital Improvement Plan; and

WEHREAS, on November 18, 2025, the City Council awarded the construction contract for the Project to Team Ghilotti and construction management and inspection services are needed to provide construction observation of the work; and

WHEREAS, the City released a Request for Proposals to their Prequalified List of Consultants on October 2, 2025 and Proposals were due on October 27, 2025; and

WHEREAS, the City received two Proposals and GHD Inc. was selected as the most qualified firm for the service and determined to be responsive, fair and reasonable; and

WHEREAS, GHD Inc. has a Master Services Agreement with the City for on-call engineering services dated July 14, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby approve Task Order 5 to the Master Services Agreement dated July 14, 2025 with GHD Inc. for the construction management services for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 Project (CIP#0514-22.06) for amount not to exceed \$288,405.00. and authorizes the Interim City Manager to sign the Task Order and amendments to Task Order 5 of up to 10% of the approved amount (if needed).

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 16^{th} day of December 2025 by the following vote:

<u>VOTE:</u>			
Ayes:			
Noes:			
Abstain:			
Absent:			
	4 DDD 01/5D		
	APPROVED:		
		Mayor Jill McLewis	
ATTEST:			
Mary Gou	rley, Interim City M	anager/City Clerk, MMC	
APPROVED AS TO FORM:			
APPROVED AS TO FORIVI:			
	Alex Mog, Cit	ty Attorney	

TASK ORDER 5 BETWEEN THE

CITY OF SEBASTOPOL AND GHD INC. CONSTRUCTION MANAGEMENT SERVICES for BODEGA AVENUE BIKE LANES AND PAVEMENT REHAB PHASE 2

This Task Order is entered into under the terms and provisions of the On-Call Professional Services Agreement ("Master Agreement") dated July 14, 2025 2025 between the City of Sebastopol and GHD Inc. ("Consultant") for construction management services for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 ("Project"). The Scope, Fee Estimate and Schedule are summarized below and detailed on the Proposal dated October 24, 2025 and attached as Exhibit A.

SCOPE

The general scope is to provide construction management services as detailed in Exhibit A. In addition, GHD will provide materials testing for the Project provided by their subconsultant, RGH Consultants.

FEE ESTIMATE

Amount of this Task Order is not to exceed **\$288,405.00**. A copy of the Consultant's Fee Estimate, including materials testing, is attached to the Proposal in Exhibit A.

SCHEDULE

This Task Order assignment is for services for the duration of the Project construction through the Project Notice of Completion currently estimated to be July 31, 2026, or as may be extended by mutual agreement.

Prior to incurring any costs in excess of this "Not to Exceed" amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and in accordance with the Master Agreement.

All other terms and conditions of the Master Agreement are hereby incorporated by reference and made a part of this Contract.

APPROVED:	
CITY OF SEBASTOPOL	GHD Chart
Mary Gourley	Emma Del Vento
Interim City Manager	Business Group Lead
Date:	Date: 12/02/2025



Construction Management Services for Bodega Avenue Bike Lanes and Pavement Rehab Phase 2 Proposal

City of Sebastopol October 24, 2025

→ The Power of Commitment



Contents

1	C	าง	er	٠L	Θ.	tt	6	r

	1
2. Relevant Experience	2
About GHD	2
Construction Management Experience	2
Repeat Business	2
Project Experience	2
Project Descriptions	3
3. Key Personnel	5
GHD Team Structure and Members	5
Team Qualifications	6
Key Personnel	6
Continuity of Personnel	7
4. Projects Understanding & Approach	8
Projects Understanding	8
Project Approach	9
5. Scope of Work	11
6. General Billing Information	12

Appendices

Appendix A Resumes

Appendix B Rates and Policies



1. Cover Letter

October 27, 2025

Attention: Elissa Overton
Engineering Technician II
City of Sebastopol – Public Works
714 Johnson Street
Sebastopol, CA 95472

RE: Proposal for Construction Management and Inspection Services – Bodega Avenue Bike Lanes and Pavement Rehab Phase 2 (CIP# 0514-22.06)

Dear Ms. Overton,

GHD is pleased to submit our proposal for construction management and inspection services for the Bodega Avenue Bike Lanes and Pavement Rehab Phase 2 Project. As a firm included in the City's Pre-Qualified Consultants List, we are excited about the opportunity to support the City of Sebastopol in delivering this important infrastructure improvement.

Our team brings extensive experience managing similar projects throughout Northern California, including bike lane installations, pavement rehabilitation, and coordination with multiple stakeholders. We understand the City's expectations for quality, responsiveness, and collaboration, and we are confident in our ability to meet and exceed those standards.

Key strengths of our team include proven expertise in construction management and inspection for public agency projects, including federally and non-federally funded work. The GHD team has a long history of working with the City of Sebastopol, on projects involving all markets.

We will deliver all services in accordance with City standards and industry best practices, ensuring timely communication, accurate documentation, and proactive issue resolution throughout the project lifecycle.

We appreciate the opportunity to continue supporting the City of Sebastopol and look forward to contributing to the success of the Bodega Avenue Phase 2 Project. Please feel free to contact us with any questions or requests for additional information.

Regards,

Emma Del Vento, AICP, PMP

PMCM Business Group Lead

2235 Mercury Way, Suite 150, Santa Rosa, CA 95407

T: 206.580.8112 | E: emma.delvento@ghd.com

Tim Dillenburg, CCM, QSD/P Project Manager

707-970-8662

Tim.Dillenburg@ghd.com

Emma Del Vento is authorized to negotiate and contractually bind the company. This proposal is a firm offer for a period of 120 days from the date submitted.

2. Relevant Experience

About GHD

GHD is one of the world's leading professional services companies operating in the global markets of water, energy and resources, environment, property and buildings, and transportation. We provide engineering, environmental, and construction managment services to private and public sector clients.

Construction Management Experience

GHD specializes in construction management and inspection projects

throughout Northern California. More importantly, we have ample experience managing capital improvement projects in residential and high traffic areas, working with numerous regulatory stakeholders and engaged concerned citizens.

This specific expertise has brought us a unique understanding of the key management requirements and responsibilities associated with helping the City implement this project. We are sensitive to the public and the City's priorities of schedule and budget, and we offer strong project management to keep projects on track. GHD's "total project" expertise and service-oriented approach will be vital to the construction management and inspection services for the proposed project.

Repeat Business

The cornerstone of our business is our client-centered culture and teamwork-based approach known as "One GHD". We are proud of our long tradition of repeat, local government clients. A full 90% of our clients are municipal agencies or government entities, and 75% of our work comes from repeat clients. We believe this illustrates not only our knowledge of specialized engineering disciplines, but also our willingness to listen and respond to individual client needs.

Project Experience

GHD's extensive experience in transportation planning, design and construction management, coupled with our team's environmental and permitting services and local expertise, makes us ideally suited to provide Sebastopol with the specific services requested as well as any additional professional services needed for this project. Many of GHD's past and current projects include related services:

Staff AugmentationProject Management

Transportation Planning/Design
 Construction Management

- Civil Engineering – Resident Engineer

Construction Inspection
 Public Outreach and Interagency Coordination

Project Descriptions

The project summaries that follow demonstrate the technical capabilities and experience of our project team on projects similar to the projects desribed in the Request for Proposals.

90+ years in operation

Project Descriptions

Bodega Avenue Phase 1

Sebastopol, CA

Services Provided

- » Construction Management
- » Construction Inspection
- » Labor Compliance
- » QA Materials Testing

Key Staff

- » Tim Dillenburg
- » Crystal Prairie





Description

The City of Sebastopol undertook the Bodega Avenue Pavement Rehabilitation Project to restore roadway conditions, extend pavement life, and enhance safety for motorists, cyclists, and pedestrians along this key corridor. The project included digout and patching of deteriorated pavement areas, utility potholing, full-width repaving, and new pavement striping to improve lane visibility and traffic flow.

GHD provided comprehensive construction management and inspection services to ensure the project was delivered efficiently, safely, and in compliance with applicable standards. Services included construction management oversight, daily construction inspection, labor compliance monitoring, and quality assurance (QA) materials testing. GHD also supported the City with project scheduling and coordination among contractors, utilities, and stakeholders to maintain access and minimize construction impacts.

Through diligent field oversight and proactive communication, GHD ensured the project met design intent, maintained schedule, and adhered to quality and safety requirements. The rehabilitated Bodega Avenue now provides smoother travel, improved safety, and enhanced roadway performance for the Sebastopol community.

The project was successfully completed in the late spring of 2023.

Client

City of Sebastopol 714 Johnson Street Sebastopol, CA 95472

Service Dates
April 2023 – May 2023

Client Reference

Dante Del Prete, Public Works Superintendent T: 707.823.5331 E:ddelprete@cityofsebastopol.org GHD's Fee \$22,800 Construction Estimate \$198,788

Funding Source: Local Funding Actual Construction Cost

Page 10 of 61

\$207,073

Southwest Blvd Complete Streets

Rohnert Park, CA



Description

The City of Rohnert Park implemented the Complete Streets Improvement Project to enhance safety, accessibility, and multimodal connectivity for all roadway users. The project transformed a key corridor by removing one travel lane in each direction to accommodate new buffered bike lanes, upgrading street lighting, constructing a landscaped center median, and replacing sidewalks to improve pedestrian access and ADA compliance. The corridor enhancements also included new landscaping features to beautify the streetscape and promote a more comfortable environment for walking and biking. GHD provided comprehensive construction management, inspection, labor compliance, and quality assurance (QA) materials testing services throughout the project. The GHD team coordinated closely with City staff, contractors, and subcontractors to ensure smooth project delivery, adherence to design intent, and compliance with safety and environmental standards.

Client	GHD's Fee
City of Rohnert Park	\$315,193
Service Dates	Construction Estimate
06/202 - 06/2025	\$2,955,524
Client Reference	Actual Construction Cos
Jason Sampietro, Transportation Engineer	\$2,980,000

Services Provided

E: jsampietro@rpcity.org

» Construction Management

T: 707.588.2235

- » Construction Inspection
- » Labor Compliance QA Materials Testing

Key Staff

- » Tim Dillenburg
- » Crystal Prairie
- » Nick Magliulo
- » Turner O'Brien
- » Karl Meyers

Downtown Civic Center Connectivity and Safety

Cotati, CA



Description

GHD provided comprehensive construction management services for this important bicycle safety and street rehabilitation project for the City of Cotati. Those services included project management, resident engineer, inspection, public outreach, and materials testing.

The project transformed the corridor to downtown by improving pedestrian access and bicycle safety, while reconstructing the roadway surface to ensure a smooth ride for decades to come.

Through diligent field oversight and proactive communication, GHD ensured the project met design intent, maintained schedule, and adhered to quality and safety requirements. GHD's close coordination with the City, Caltrans, and project stakeholders, ensured the Downtown Civic Center Connectivity and Safety Project advanced smoothly through construction and the project was delivered in alignment with City goals for improved safety, accessibility, and connectivity in the heart of Cotati.

Client	GHD's Fee		
City of Cotati	\$313,685		
Service Dates	Construction		
04/2023 - 08/2023	Estimate		
Client Reference	\$1,910,296.75		
Craig Scott, Public Works Director	Actual		
T: 707.665.3620	Construction Cost		
E: cscott@cotaticity.org	\$1,814,781.91		
E. CSCOIL@COLATICITY.Org	Federally Funded		

Services Provided

- » Project Management
- » Construction Management
- » Construction Inspection
- » Materials Testing
- » Public Outreach

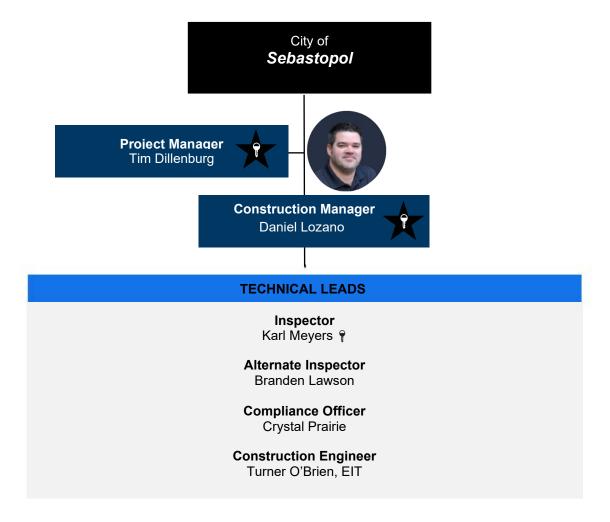
Key Staff

- » Jane Rozga
- » Tim Dillenburg
- » Karl Meyers
- » Crystal Prairie

3. Key Personnel

GHD Team Structure and Members

GHD has assembled a talented team of experts with experience working with the City, demonstrated technical ability, construction knowledge, project management success, and proven track records. Our key personnel have the valuable skills needed to efficiently complete high visibility projects in residential and high traffic areas by integrating seamlessly and operating as an extension of City staff.



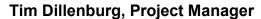
GHD's success at exceeding our clients' needs is evidenced by the high percentage of repeat business that GHD has experienced and the results of more than 7,000 client responses received since February 1999 under our ISO 9001:2015



Team Qualifications

GHD is excited to present our team of local and experienced professionals dedicated to providing project timing. We anticipate that a single inspector will handle the bulk of the work, depending on the sequencing of the projects and the number of concurrent activities. The proximity of the work to our office will facilitate strong, consistent coverage of construction activities.

Key Personnel





Demonstrated Experience: With over 25 years in construction management, resident engineering, and inspection, Tim is a seasoned construction professional. Tim began his career with a prominent local general engineering contractor, gaining invaluable insights into project execution from the contractor's perspective. This hands-on experience has equipped him with the skills to effectively collaborate with contractors, ensuring smooth project progression and minimizing costly disputes. Tim applies a thorough understanding of regulatory standards to ensure contract compliance and project integrity, making him a vital asset in managing operational requirements for various projects. The combination of strong management skills and 25 years of road rehabilitation, ADA improvements, and utility infrastructure upgrades, make Tim an asset to the team. Tim is Caltrans-certified as a Local Agency Resident Engineer, and through many Caltrans audits, Tim has demonstrated his ability to produce a complete and thorough set of federally compliant project files.

Why Tim?

- Strong leadership to guide and motivate his team.
- ▼ Exemplary communication skills to clearly convey information to diverse stakeholders.
- ☑ Technical proficiency in construction methods, materials, and regulations.
- Adaptability to adjust to changing requirements and unforeseen challenges with flexibility and resilience
- Risk management strategist to minimize safety, financial, environmental, regulatory, and constructability risks
- ▼ Knowledgeable of federal funding compliant documentation.



Daniel Lozano, Construction Manager / Inspector

Demonstrated Experience: Daniel brings nearly a decade of experience, managing field paving operations across a wide range of municipal and private infrastructure projects. He has successfully led all phases of execution, including asphalt production coordination, trucking logistics, equipment mobilization, and daily crew oversight. Known for delivering projects on time and within budget, Daniel thrives under pressure and consistently adapts to challenging site conditions. His proactive communication, attention to detail, and field-driven problem-solving ensure efficient, high-quality results. A certified CPR responder, Daniel prioritizes safety while maintaining productivity. His "go-getter" mentality and hands-on leadership style make him a reliable asset on any paving project



Karl Meyers, Inspector

Demonstrated Experience: With 40 years of experience in the transportation Industry, Karl Meyers has a long history of working on street resurfacing projects, from the most sensitive and quiet residential neighborhoods to the busiest of freeways. His various roles in the paving business over the years has left him with a strong understanding of Caltrans' Standard Specifications, materials production, and quality control testing requirements and procedures. As a former paving contractor himself, he know the "tricks of the trade", and is able to coordinate the best quality project capable in any given situation.

Continuity of Personnel

We are committed to keeping the same project team we are proposing. Should an unexpected change result in a team member being unavailable to serve the City on this project, we are backed with the resources of a global network.

		Proje	ect Ele	ement	s		Key	Staff	f
Project Name	Client	Construction Management & Inspection	Construction	Bike Lanes	Signage	Traffic Control & Management	Tim Dillenburg	Daniel Lozano	Karl Meyers
Bodega Ave Rehab Phase I	City of Sebastopol	✓	✓	✓	✓	✓	✓		
Rohnert Park Complete Streets	City of Rohnert Park	✓	✓	✓	✓	✓	✓		✓
Downtown Civic Center Connectivity and Safety Project	City of Cotati	✓	✓	✓	✓	✓	✓		✓

Page 14 of 61

4. Project Understanding & Approach

Project Understanding

GHD understands that the City of Sebastopol requires comprehensive construction management and inspection services to ensure the successful delivery of the Bodega Avenue Bike Lanes and Pavement Rehab Phase 2 Project (CIP# 0514-22.06). GHD will assign a qualified and experienced Construction Manager with a proven record of managing similar public infrastructure projects. This individual will serve as the primary point of contact and will oversee all aspects of construction administration, coordination, and compliance.

Key responsibilities will include:

Pre-Construction Coordination:

The Construction Manager will schedule and lead a pre-construction meeting at the City offices to establish project expectations, communication protocols, and roles and responsibilities. Pre-construction photos of the site and adjacent properties will be taken to document existing conditions.

Project Documentation and Compliance:

All services and deliverables will adhere to City standards and the industry standard of care. A Labor Compliance Officer will be designated to ensure all labor-related requirements are met. The Construction Manager will maintain detailed records including meeting agendas and minutes, weekly status reports, Statements of Working Days, and a field set of Record Drawings updated weekly.

Stakeholder Engagement and Coordination:

The Construction Manager will coordinate with City staff, contractors, agencies, and stakeholders to facilitate smooth project execution. Public outreach will be supported through a dedicated phone line and written responses to public complaints.

Construction Oversight and Reporting:

Weekly or bi-weekly construction meetings will be conducted to monitor progress, resolve issues, and document decisions. The Construction Manager will prepare and maintain a comprehensive Project Schedule, monitor contractor schedules, and provide monthly updates to the City's Project Manager.

Technical Review and Cost Management:

The Construction Manager will review and approve submittals, shop drawings, and materials. They will also manage RFIs, RFCs, CCOs, FDs, NOPCs, NCRs, and Traffic Control Plans. Contract Change Orders and Progress Payment Summaries will be prepared in City format, with careful tracking of construction costs and approved changes.

Quality Assurance and Claims Prevention:

The Construction Manager will monitor materials testing and documentation, enforce corrective actions, and proactively address potential claims to minimize cost impacts and reduce City staff involvement.

The Consultant is committed to delivering a high level of service, ensuring that the project is completed on time, within budget, and to the satisfaction of all stakeholders. We understand the work consists of installing bike lanes and repaving Bodega Avenue from Nelson Way to Pleasant Hill Road, with potential alternate bid items including a retaining wall and additional paving near Atascadero Creek. Our team is familiar with the project design and has a strong working relationship with the City and its contractors, positioning us to respond quickly and effectively to any issues that arise during construction.

Project Approach

Construction Management Philosophy: A Healthy Project is a Successful Project!

Our approach to construction management for the City of Sebastopol is rooted in proactive planning, clear communication, and collaborative problemsolving. We understand that the success of this project depends on our ability to anticipate challenges, respond quickly, and maintain transparency with all stakeholders.

Project Communication and Tracking

Effective communication is the cornerstone of successful construction management. We will foster strong relationships between the contractor, design team, field staff, and the City to ensure alignment on priorities and expectations.

We will utilize construction management software such as CMIS or Procore to organize project documentation and track performance metrics. These platforms offer:

- A dashboard for real-time project status
- Drill-down access to detailed data
- Automated alerts and notifications
- Performance reporting tools
- Seamless information sharing across the project team

This digital infrastructure supports transparency and accountability throughout the project lifecycle.

Task Planning / Problem Avoidance

Before initiating any new activity or introducing a new crew, we will conduct pre-task planning sessions modeled after OSHA's Job Hazard Analysis. These sessions will evaluate:

- The relationship between workers, tasks, tools, and the environment
- Quality control requirements and expectations
- Availability of approved submittals, materials, and equipment

Scheduling of inspections and testing

This proactive approach ensures that crews are well-prepared and that quality is built into the project from the outset.

Problem Solving

Challenges are inevitable in construction, but our team is trained to respond swiftly and collaboratively. We will:

- Diagnose issues early
- Evaluate practical alternatives
- Work with the Contractor, City, and design team to implement solutions

By initiating discussions promptly and maintaining a team-oriented mindset, we aim to resolve potential claims before they escalate and preserve positive working relationships.

Critical Response

Urgent issues—whether internal or external require decisive action. Our team is equipped to respond quickly, leveraging subject matter experts when needed to minimize schedule and cost impacts. We prioritize:

- Professional relationships
- Clear communication
- Commitment to project success

Approach to Project Management and **Documentation**

Our CM team will act as a reliable and responsive partner to the City of Sebastopol. We will maintain organized and accessible project documentation to support decision-making and issue resolution.

We will document construction activities through:

- On-site field observation
- Daily and test reports
- Photo and video documentation
- Field changes recorded on plans/specs

Routine quality assurance audits will help detect vulnerabilities early and ensure the integrity of the project record.

	Top Ten Keys to Effective, Efficient Quality Assurance		
1	Dedication to Project Success		
2	Apply practical knowledge from related experience		
3	Know contract documents		
4	Recognize potential issues inherent in Work		
5	Understand construction crew skills, limitations & challenges		
6	Understand site conditions		
7	Prioritize based on risk and timing		
8	Proactive contingency plan		
9	Make use of resources - personnel & technology		
10	Clear & timely communication		

Dispute Resolution Process

We will follow the claim resolution procedure outlined in Public Contract Code Section 9204, while striving to avoid disputes through collaboration and transparency.

Communication Strategy:

- Daily interactions
- Weekly coordination meetings
- Monthly progress meetings
- Public outreach support

Issue Escalation:

- Empower staff to resolve issues at the lowest level
- Escalate promptly when needed
- Maintain current and relevant information for decision-making

Decision-Making Support:

- Routine progress reports
- Regular meetings
- Periodic site visits

Our team's positive attitude and collaborative culture are key to maintaining project momentum and minimizing conflict

5. Scope of Work

GHD will deliver full Construction Management and Inspection (CM&I) services for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Phase 2 Project, covering Nelson Way to Pleasant Hill Road, and including alternate bid items for a retaining wall and additional paving near Atascadero Creek. Our team will ensure quality construction, cost and schedule control, compliance with regulations, and active stakeholder coordination—all in alignment with City of Sebastopol standards and industry best practices.

Task 1 - Construction Management Services

GHD will oversee all aspects of construction delivery, coordination, and documentation. The Construction Manager will serve as the City's primary point of contact and ensure contract compliance, schedule adherence, and stakeholder coordination.

Task 1.1 – Preconstruction and General Oversight

Schedule and conduct the preconstruction meeting at City offices.

Identify and assign a qualified Labor Compliance Officer.

Prepare a comprehensive Project Schedule based on the Contractor's schedule.

Take preconstruction photos of the project site and adjacent properties.

Provide leadership and technical oversight throughout construction.

Task 1.2 - Coordination and Communication

Conduct weekly/bi-weekly construction meetings with contractors, City staff, and stakeholders.

Prepare and distribute meeting agendas and minutes.

Coordinate with City staff, utilities, agencies, and the public.

Participate in field meetings and document findings, issues, and resolutions.

Respond to public inquiries; provide a dedicated phone line. If written complaints are in submitted, respond in kind.

Coordinate design changes and ensure timely resolution of field issues.

Task 1.3 - Reporting and Documentation

Prepare weekly status reports and Statements of Working Days in City format.

Monitor and update the construction schedule monthly.

Maintain accounting of construction costs, including approved Contract Change Orders (CCOs).

Review and recommend approval of Progress Payment Requests; prepare summaries in City format.

Maintain field Record Drawings with weekly updates and incorporate changes as they occur.

Task 1.4 - Submittals and Reviews

Provide the contractor with a list of required submittals and due dates.

Review and coordinate approval of shop drawings with the Design Consultant.

Review and approve materials submittals for compliance with project specifications.

Task 1.5 – Change Management and Claims Avoidance

Prepare Contract Change Orders (CCOs) in City format.

Log, track, and process RFIs, RFCs, FDs, NOPCs, NCRs, and Traffic Control Plans.

Proactively resolve conflicts and minimize claims and City staff involvement.

Task 2 - Construction Inspection Services

GHD will provide field inspection services to verify contractor compliance with plans, specifications, and City standards. Our inspectors will serve as the City's representatives in the field.

Task 2.1 – Inspection and Quality Assurance

Monitor materials documentation and testing results; enforce corrections as needed.

Document daily field activities, safety compliance, and contractor performance., maintaining accurate redlines and as-built markups for final Record Drawings.

Support the City in verifying quantities and preparing payment recommendations.

6. General Billing Information

In keeping with a qualifications-based selection, our rate schedule, travel-time and vehicle charge policy, and proposed markup for reimbursable expenses are attached as Appendix B in a separate envelope/file.



Appendix A

Resumes



Emma Del Vento AICP, PMP, LEED AP Regional Business Development Lead

LocationSeattle, WA

Experience

23 years

Qualifications/Accreditations

- MA, Architecture, University Institute of Architecture, Venice, Italy, 1999
- American Institute of Certified Planners, #276197, 2015
- Project Management Professional, Project Management Institute, 2023
- Leadership in Energy and Environmental Design, US Green Building Associate, 2011
- Architecture Registration Exams, Italy, 2000

Key technical skills

- Program Management
- Urban Planning
- Project Delivery
- Capital Program Delivery
- Aviation and Maritime
- Defense and Sustainability
- Asset Management
- Disaster Preparedness

Memberships

- MentorPOS Everyone Program, 2023-2024
- American Planning Association Puget Sound Section Treasurer, 2021-2023
- Port of Seattle Development and Diversity Council, Leadership Team, 2021-2023
- Future Cities Essay and Regional Judge, 2015-2021
- Federal Planning Division Awards Committee, Vice-Chair, 2018/Chair, 2019
- Jacobs Inclusion and Diversity Ambassador, 2018
- CH2M Ethics Ambassador, 2016-2017
- CH2M Women's Network Chapter Lead & External Engagement Committee, 2017

Relevant experience summary

Emma Del Vento is a program manager, architect, and urban planner with 23 years of experience in project delivery on major engineering programs over \$100 million. She brings a proven ability to deliver challenging and sensitive defense and public works projects in multifaceted environments. Specialties: capital program delivery, aviation, maritime, defense, sustainability, asset management, disaster preparedness, installation, space, and resilience planning across the US, Europe, Asia, and Middle East. I have 20 years of leadership and supervisory experience and have worked with Public and commercial agencies, Federal clients, and foreign governments. I am active in organizational initiatives related to transforming the workplace into a more equitable environment, program delivery process improvements, and increasing integration of resilient and sustainable approaches to enhance project outcomes.

Joint Area Development Plans (JADPs)

Planning Design Quality Control (QC)
Naval Facilities Engineering Systems Command
(NAVFAC) Pacific | Philippines | Ongoing

Serving as Planning Design QC for two JADPs. The JADPs work is based in detailed operational plans agreement between multiple US Department of Defense agencies and the Philippines host nation military staff for

two installations to determine the optimal integration of operations, environment, infrastructure needs over a mid-range timeline. Alternatives analysis looks how to maximize resources and limit impacts to key objectives.

Yap and Palau Wharf Design

Design Phase QC Manager NAVFAC Southwest | Micronesia/Pacific | 2019 Served as Design Phase QC Manager for DD1391development and finalization during design of the port and infrastructure upgrade in ap and Palau. The project strengthens the coastal infrastructure and reviews construction and lifecycle costs for upgrade versus new construction to make determinations for vulnerable critical infrastructure in areas impacted by changing climate conditions.

California State Transportation Agency (CalSTA) Grant Management

Program Manager Port of Hueneme | Oxnard, CA | Ongoing

Serving as Program Manager responsible for overall program management of 13 projects totaling \$80 million, during CalSTA grant implementation at the Port of Hueneme. The Port Action, Climate, and Environment Development project scope includes removal of dilapidated and obsolete buildings, installation of zero-emission plug-in units for containers, and support shoreside power and emission control systems.

Professional Experience Prior to GHD

Port of Seattle Waterfront Project Management

Capital Program Leader Port of Seattle | Seattle, WA | 2019-2024

Served as Capital Program Leader - Waterfront Project Management. Served as Supervisor and Program Lead responsible for Northwest Seaport Alliance (NWSA) North Harbor Capital Program, and Program Manager for the multiyear rehabilitation program at Terminal 5 Modernization Program (\$450 million budget). Partnered with directors and Finance to develop and prioritize annual business plans to support NWSA business objectives. Communicate to Commission project delivery status, program risks and mitigation plans, identify and work through competing priorities. Contribute to the WPM Leadership Team to improve project delivery processes and timely implementation of multiple POS initiatives. Monitor and manage performance of capital program managers and consultants. Development and Diversity Council Member and Leadership Team: 2021-2023. Mentoring Program: 2023-2024.

Port of Seattle Multiple Task Orders

Project Manager, Advanced Planner Port of Seattle | Seattle, WA | 2017-2019

While employed by Jacobs Engineering (Now CH2M), coordinated aviation stakeholders to deliver multiple simultaneous task orders for an average annual construction value of \$6 million.

Port Authority of New York and New Jersey (PANYNJ), United States Postal Service

CH2M Assistant Program Manager PANYNJ United States Postal Service (USPS) | New York; New Jersey | 2016-2017

USPS Operations and Maintenance Program for facility upgrades as the Architecture and Engineering of Record in the New York metropolitan region. Track design, construction process to ensure on-time, quality completion.

Capital and Expense Investment Programs

CH2M Senior Planning Technologist, Asset and Project Manager

US Government Entities | Atlanta, GA | 2010-2016

Responsible for the formulation, adoption and approval of Capital and Expense Investment Programs for Department of Defense, Bureau of Reclamation, and FEMA. (Examples: Sustainable Infrastructure Assessment – Space Utilization and Condition Assessment (10 million square feet) at eight US Air Force installations; Grand Coulee Power Authority, Capital Improvements Strategy; Defense Logistics Agency, Area Plans and Requirements at 21 installations; Camp Buehring Strategic Development Plan, Kuwait; Camp Arifjan Net Zero Plan; UN Refugee Base Camp Design; United States Forces Afghanistan Base Camp Master Plans six installations in Afghanistan).

US Construction Management

CH2M Planning Department Head and Project Manager

US Amy Corps of Engineers | South Korea | 2007-2010 | \$12 billion program

Responsible for \$12 billion program, design, and construction management for US – Korean military transformation and relocation throughout the Korean peninsula. Managed multi-disciplined, multi-cultural planning group to deliver capital and expense investment plan during operations.

Capital and Expense Investment Plans

CH2M Planner and Task Manager Department of Defense | Italy | 2003-2007

Develop and deliver capital and expense investment plans on a fast track while ensuring continuity of operations for the Department of Defense. (Examples: Multi-National Corps – Iraq and Army Forces Central Command Master Plans for seven bases in Iraq; USAG Kaiserslautern Stationing Plan, Germany; General & Area Plans, 2004 & 2007, Al Udeid AB, Qatar).

Freelance Architect and Urban Planner Italy | 2000-2003

Presentations and Recognitions

- 2022, Speaker PORTS '22. What does it take to deliver a Mega program?. Honolulu
- 2019, Speaker Federal Planning Division (FPD) National Workshop, Resiliency and Emergency Management for Federal Programs and Installations, San Francisco
- 2018, Speaker FPD National Workshop, Stormwater and Resiliency, New Orleans
- 2017, Speaker FPD National Workshop, NY Region Climate Change Adaptation, NY
- 2013, CH2M CEO Excellence Award, Project Award Category, U.S. Forces Korea
- 2012, Speaker FPD National Workshop the Value of Planners in Implementing Sustainability Mandates and Goals, Los Angeles
- 2012, Co-Author Camp Arifjan Net Zero Plan the Military Engineer, June 2012
- 2011, Award Outstanding Federal Planning Program for Planning for the Iraqi Air Force
- 2010, Award Best Federal Area Development Plan, Al Udeid Air Base, Qatar
- 2008, Letter of Appreciation of Korean Ministry of National Defense USFK Base Relocation Program (MURO), Seoul, Korea
- 2007, Speaker Society of American Military Engineers (SAME) Hampton Regional Conference

Career history

GHD, Regional Business Development Lead Project Management/Construction Management Services
Port of Seattle, Capital Program Lead
Jacobs Engineering (Now CH2M), Project Manager/Advanced Planner
CH2M, Assistant Program Manager
CH2M, Planning Department Head/Project Manager
CH2M, Planner and Task Manager
Self-Employed Freelancer, Architect and Urban Planner



Tim Dillenburg ccm, QSD/P Construction Manager

Location

Santa Rosa, CA

Experience

25 years



Qualifications/Accreditations

- Certified Construction Manager
- Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer/Practitioner #7859
- Certificate, Caltrans Local Agency Resident Engineer
- Certificate, Professional of Erosion and Sediment Control, EnviroCert International, Inc., 2014

Key technical skills

- Construction Inspection
- Construction Management
- Federal Funding Compliant Documentation

Memberships

- Construction Management Association of America
- Northern California Engineering Contractors Association

Relevant experience summary

With over 25 years of experience as a construction manager, resident engineer, and inspector, Tim Dillenburg possesses considerable knowledge of street resurfacing and utility projects. Beginning his career working for a large local general engineering contractor, Tim has seen what it takes first-hand to build projects from the contractor's perspective. He knows how to partner with contractors to keep projects moving and avoid costly disputes. Now, as a Caltrans-Certified Local Agency Resident Engineer, he has built hundreds of capital improvement projects for various agencies all over Northern California and is well-versed in federal project requirements and documentation. Tim's experience with numerous Caltrans audits has honed his ability to produce comprehensive and federally compliant project files.

County of Sonoma 2024 Roads to Restoration Project

Construction Manager County of Sonoma | Sonoma County, CA | 4/1/2024 - 1/2025 | \$7.5 million

GHD provided full construction management and inspection services for this project, which reconstructed County roads damaged during the recent fires. The work involved culvert replacement, headwall construction, vegetation removal, and ditch grading in California Department of Fish and Wildlife jurisdiction. The roads were reconstructed by Full Depth Reclamation (FDR) method and re-paved with Hot Mix Asphalt (HMA) surfacing. Guard rail, striping, and shoulder backing improvements were also included in the work. Despite logistical challenges, overcame the obstacles to deliver this fast-paced project on budget for the County of Sonoma.

Napa South County Paving Project

Construction Manager County of Napa | Napa County, CA | 8/2024 - 12/2024 | \$2.5 million

This project involved the reconstruction of roads by FDR recycling, and street resurfacing by HMA overlay. A new box culvert and junction structure was constructed with wing walls, drainage channel modifications, and armouring. A mixed-use path was also resurfaced, and new striping and markers were installed at all locations, with green bike lane conflict markings. Provided the construction management for the County of Napa to keep this project on track and on budget.

Southwest Boulevard Complete Streets Project

Construction Manager/Resident Engineer City of Rohnert Park | Rohnert Park, CA | 6/2024 -Present | \$2.9 million GHD provided the construction management and inspection for this City of Rohnert Park Capital Improvement Plan project aimed to provide a muchneeded facelift to an underserved community. A sound wall facade improvement, new sidewalks and Americans with Disability Act (ADA) compliant pedestrian ramps, a new street lighting system, irrigation and landscaping, a full street reconstruction and striping improvements were among some of the improvements. Served as Construction Manager/Resident Engineer and worked as extended City staff to bring this state-funded project to a successful completion.

County of Sonoma 2023 Fire Damage Recovery Paving Project

Construction Manager County of Sonoma | Sonoma County, CA | 6/2023 - 11/2023 | \$11 million

Served as Construction Manager for this project, which repaired County roads damaged during fire events. Work at the 12 project sites scattered across the County, included clearing and grubbing, shoulder backing, fog seal, slurry seal, and complete asphalt concrete pavement resurfacing. Work also included installation of new metal guardrail, striping, and signage. Challenges included maintaining traffic and concurrent work at six or more locations, including some remote sites without reliable cell service.

Cotati Downtown Civic Center Project

Construction Manager City of Cotati | Cotati, CA | 4/2023 - 10/2023 | \$1.9 million

Provided the construction management and resident engineering services for this City of Cotati federally funded street resurfacing project. The various improvements included new ADA compliant pedestrian ramps, stamped decorative asphalt and increased visibility crosswalks, a full street rehabilitation, and new signs and striping to provide buffered bike lanes throughout the corridor from to Hwy 101 to the heart of Downtown Cotati. This project was successfully delivered on time and under budget for the client.

2021 Pavement Preservation Program - FDR & Overlays

Construction Manager County of Sonoma | Sonoma County, CA | 7/2021 -4/2022 | \$13 million

Provided construction management for this \$13 million project which rehabilitated 28 miles of County roads, including 7.0 miles of FDR. Work at the 10 project sites scattered across the County also included sections requiring removal and replacement of the road section and asphalt concrete overlay pavement treatments.

Other contract work includes culvert replacements, ADA sidewalk and curb ramp installation, traffic striping and markings, and associated roadway work. Challenges included concurrent work at six or more locations, including some remote sites without reliable cell service. Traffic control was a priority everywhere but was especially challenging on narrow, windy roadways in proximity to schools.

Airport Boulevard Rehabilitation

Construction Manager County of Napa | Napa County, CA | 11/2019 - 12/2021 | \$3.2 million

Provided construction management for this first task order under the Napa County On-Call Contract. The project required full depth reclamation pavement rehabilitation of Airport Boulevard, including adding in complete street components by adding bicycle lanes, updating all curb ramps to meet ADA requirements, and modifying and upgrading a traffic signal. The work included utility relocation and coordination, as well as coordination with various other adjacent construction projects.

Maple Street Storm Drain and Alley Project

Construction Manager City of Fort Bragg | Fort Bragg, CA

Provided construction management for this project, which included replacement of storm drains and alley paving.

Chicken Ranch Rancheria Access Road Project

Construction Manager Chicken Ranch Rancheria of Me-Wuk Indians of California | Jamestown, CA

Provided construction management for this project, which included a new access road to the Chicken Ranch Rancheria.

East Cotati Rehabilitation

Construction Manager City of Cotati | Cotati, CA | 2/2018 - 2/2020 | \$885,000

Provided construction management for this project, which included rehabilitation of East Cotati Avenue.

Windsor River Road-Windsor Road Utilities Improvement Project

Construction Manager Town of Windsor | Windsor, CA | 3/2018 - 10/2018 | \$1.4 million

Served as Construction Manager for replacement of approximately 400 feet of sanitary sewer pipe and 300 feet of water main needed to meet Sonoma Marin Area Rail Transit (SMART) requirements for railroad crossings, provide capacity for the future, and avoid utility construction in the busy intersection after construction of the roundabout intersection improvements. The project team coordinated with SMART so that the existing tracks could be removed to allow open cut construction of the pipelines. After the portions of the pipelines within the SMART right of way were installed, SMART's contractor reconstructed the tracks to meet current standards. Work included coordination with SMART and the intersection design team to minimize conflicts with the future construction.

State Farm Drive Rehabilitation

Resident Engineer City of Rohnert Park | Rohnert Park, CA | 8/2020 -10/2020 | \$1.23 million

Provided resident engineer and construction inspection services for the reconstruction by FDR of State Farm Drive. Approximately 20,000 square yards of roadway was reconstructed with a 16-inch-deep FDR-C section and then repayed with three inches of HMA. Other improvements include the reconstruction of the various curb ramps to meet current ADA standards, the installation of rectangular rapid flash beacons to improve pedestrian visibility, and the re-striping of the roadway. This section of road has a very high traffic volume, creating a challenging environment to re-construct a road with an FDR method. That coupled with local fire evacuations, the COVID-19 pandemic, and material shortages, GHD worked closely with the Contractor, County of Sonoma Materials Lab, and City staff to expedite the work and provide claims prevention strategies to bring the project to a successful completion. GHD performed all resident engineer and inspection services as required by the Local Agency Procedures Manual (LAPM), including administration support to handle all the invoicing and document compliance with the California Department of Transportation (Caltrans).

Healdsburg Five-Way Roundabout Intersection

Project Inspector City of Healdsburg | Healdsburg, CA | 8/2015 - 4/2020 | \$10.3 million

Served as Project Inspector for this \$10.3 million project located right in the middle of downtown Healdsburg that includes installing a five-way roundabout, replacing aging underground water and sewer lines, utilities, at grade railroad crossing, surface improvements and adding landscaping and other aesthetic improvements. Duties include observation of construction, communication and coordination with City staff and the contractor, responding to submittals and Requests for Information (RFIs), reviewing daily extra work reports, and reviewing monthly billings.

Keiser Avenue Reconstruction, Snyder Lane to Kerry Road Phase 1

Construction Manager, Project Inspector City of Rohnert Park | Rohnert Park, CA | 8/2017 -1/2022 | \$6.8 million

Worked as the City of Rohnert Park's extended staff by providing the Construction Management and Inspection to install 3,200 linear feet of 12-inch water line. This project provided a new water source for future developments, as well as replaced segments of the City's aging infrastructure. One challenging aspect of this project was hanging new 12-inch ductile iron pipe on structural hangers to the side of a box culvert drainage crossing to replace the old transit water main. This project also involved a recycled-in-place road reconstruction treatment.

Snyder Lane Rehabilitation (Keiser Avenue to Moura Lane)

Construction Manager, Project Inspector City of Rohnert Park | Rohnert Park, CA

This street rehabilitation project was built by using a cold-in-place recycle method, which saved the City money by reusing materials and treating the existing deficient structural section in place. Approximately 5,500 tons was then paved in two nights to help minimize the impact to the public on this heavily traveled road. Worked with the City of Rohnert Park as the Construction Manager and onsite Inspector to successfully complete this project on time and under budget. Typical duties included the processing of submittals and RFIs, as well as the preparation of field directives, Contract Change Orders (CCOs), progress payments, daily inspection reports, etc.

Redwood Drive and Commerce Boulevard Rehabilitation

Construction Manager, Project Inspector City of Rohnert Park | Rohnert Park, CA

This street maintenance project resurfaced two of the main arteries through town with a combination of R&R asphalt concrete surfacing, cape seal, asphalt overlay, and microsurfacing treatments. Additional improvements were metal beam guard rail upgrades, pavement, and signage improvements, etc. Served as the City's Construction Manager concurrently while performing the onsite inspection. Performing both duties was a cost-effective way to reduce the overall construction cost for the City of Rohnert Park.

Comstock/Quaker Hill SMART/North Coast Rail Authority Railroad Crossing Improvements

Project Inspector City of Healdsburg | Healdsburg, CA | 10/2018 -12/2018 | \$600,000

Provided the construction inspection for the City of Healdsburg on this challenging railroad crossing project. The reconstruction of the SMART/North Coast Rail Authority railroad crossing was made very challenging thanks to groundwater, unstable soils, and existing utility crossings including a 48-inch-high pressure reclaimed water aqua duct, and three fiber optic lines. Worker safety and trench shoring were heavily monitored during this work, which also involved the installation of 8 - 90 linear feet casings ranging from 12 inches to 42 inches, down to a depth of 15 feet. Two 12-inch water lines, a 12-inch sewer, and a variety of joint trench conduits were installed prior to building the new railroad crossing and appurtenances.

County of Sonoma Transportation and Public Works Road Improvements*

Resident Engineer City of Sonoma | Sonoma, CA

Served as the Resident Engineer on a \$7 million bonded wearing course and overlay project at various locations within the County. Provided all facets of construction management during the project including, but not limited to, communication and coordination with County staff (various departments), documentation of day-to-day activities, document preparation and/or processing such as submittals, RFIs, field directives, CCOs, progress payments, etc. Also provided construction inspection as needed for multiple crews and claims prevention and resolution as required.

Green Valley Consulting Engineers Road Improvements*

Construction Manager/Inspector Various Clients | Various Locations | 11/2009 -4/2016

Tim provided the overall management of projects. His daily tasks included communication and coordination with client's staff and contractors, documentation of day-to-day activities, document preparation and/or processing such as submittals, RFIs, field directives, CCOs, and progress payments. Duties also included managing inspection personnel to provide construction inspection services on several concurrent projects.

City of Fort Bragg Various Projects*

Construction Inspector City of Fort Bragg | Fort Bragg, CA | 3/2009 - 11/2009

Performed construction management and inspection on several concurrent projects for the City of Fort Bragg. The downtown streetscape project included a one-milelong streetscape which utilized cold-foam asphalt base stabilization and recycling. Project scope included installation of 12-inch and 15-inch storm drainpipes, several drainage structures, fire hydrant relocations, rehabilitation of two existing sewer mains and the cost saving method of slip lining. Observed the daily operations and enforced the contractor's compliance with the project plans, specifications, and all other applicable laws and regulations. Generated the necessary paperwork and assisted the construction engineer with ensuring compliance with federal project requirements. Provided on the spot problem solving and some required field engineering to help bring the projects to successful completion. When required, relayed the needed data and information to the engineer/designer so that they could make an informed decision without visiting the project site. In addition, measured and calculated the quantities installed in preparation for periodic monthly pay estimates. Duties also included the preparation of daily reports, weekly statements of working days, punch lists, weekly project schedule updates, and many other project requirements.

Various Transportation Projects: 2010 American Recovery and Reinvestment Act (ARRA) Overlay, and 2010 & 2013 Overlay and Bonded Wearing Course Projects*

Construction Manager, Resident Engineer, On-Site Inspector

County of Sonoma, Transportation and Public Works | Sonoma County, CA | 6/2023 - 11/2023 | \$11 million

Served as the Local Agency Resident Engineer on several federally funded street resurfacing projects all over Sonoma County. The projects typically involved ADA improvements, localized digout repairs and/or leveling course, pavement reinforcing fabric, HMA overlays or a thin lift Bonded Wearing Course treatment, as well as new striping improvements, etc. Was responsible for the day-to-day communication and activities for the Agency, including but not limited to: Submittal and RFI review and processing, progress schedules, daily inspection reports, Weekly Statement of Working Days, as well as the contract management items like extra work bills, CCOs, and progress payments. Also filled in as On-Site Inspector, as well as providing supervision and coordination of other Inspection staff.

Highway 12 Corridor Improvement - Phase II, Stage 2*

Construction Manager, Resident Engineer County of Sonoma | Sonoma County, CA

This project included the construction of pedestrian and bicycle facilities, a road widening, realignment, and reconstruction of a State Highway, as well as the installation of new curbs, gutters and sidewalks, box culvert extension, stormwater treatment devices, a completely new street lighting system, and traffic signal modifications on SR 12 between Agua Caliente Road and Boyes Boulevard in the Springs Area of Sonoma Valley. Provided the construction management for the County, including the management of inspection personnel, processing RFIs and submittals, field directive and CCO preparation, etc. Other duties included the coordination and communication with Caltrans oversight engineers, and the relocation of Pacific Gas & Electric (PG&E) gas and electric facilities, as well as AT&T and Comcast utilities.

Fort Bragg Coastal Restoration and Coastal Trail - Phase I*

Construction Manager, Resident Engineer City of Fort Bragg | Fort Bragg, CA

The Fort Bragg Coastal Trail project included the construction of 4.5 miles of mixed-use trail on 82 acres of the old Georgia-Pacific mill site. Over 30 acres of industrial land was regraded and restored to its former natural beauty. A new drainage system was installed as well as three restrooms, two parking lots, interpretive signs, welcome plazas, benches, etc. This project was challenging due to the need to preserve and protect the existing local cultural and environmental conditions. Tim provided the overall management of this project, and his daily tasks included communication and coordination with City staff and its hired contractor, documentation of day-to-day activities, document preparation and/or processing, such as submittals, RFIs, field directives, CCOs, and progress payments. Duties also included managing inspection personnel.

Federally Funded Projects

- Resident Engineer | State Farm Rehabilitation | City of Rohnert Park | Rohnert Park, CA
- Resident Engineer | East Cotati Rehabilitation | City of Cotati, Cotati, CA | 2019
- Resident Engineer | 2010 ARRA Overlay | County of Sonoma | Sonoma County, CA*
- Resident Engineer | West Avenue Safe Routes to School (SRTS) | County of Sonoma | Sonoma County, CA*

- Resident Engineer | Streetsmart Phase 3 | City of Sebastopol | Sebastopol, CA*
- Resident Engineer | Streetscape 3 | City of Fort Bragg
 | Fort Bragg, CA*
- Resident Engineer | 2009 Federal Overlays | City of Fort Bragg | Fort Bragg, CA*
- Resident Engineer | Pudding Creek Road Reconstruction | City of Fort Bragg | Fort Bragg, CA*
- Resident Engineer | Copeland Creek Bike Path | City of Rohnert Park | Rohnert Park, CA*
- Resident Engineer | East Cotati & Arlen Drive
 Resurfacing | City of Rohnert Park | Rohnert Park,
 CA*
- Resident Engineer | Old Redwood Highway/US 101 & Bike Facility Improvement | Town of Windsor | Windsor, CA*

Additional Certifications/Trainings

- Caltrans Local Assistance Resident Engineer Academy, 2012
- Turner School of Construction Management, 2012
- Critical Changes to Section 39, 2011
- "Introduction to Construction Estimating" Course, San Diego State University, San Diego, CA, 2001
- 24-Hour SWPPP Training, 2005
- Microsoft Project, 2-Day Hands-On Workshop, 2007
- "Introduction to Construction Estimating" Course, North Coast Builders Exchange, 2008

Career history

2018 - present	GHD, Construction Manager
2010 - 2017	Green Valley Consulting Engineers, Construction Manager
2009 - 2010	City of Fort Bragg, Construction Inspector/Manager
2002 - 2009	Argonaut Constructors, Project Manager
2000 - 2002	MGE Underground Inc., Project Coordinator

^{* =} Work performed while at another firm



Daniel Lozano

Construction Manager / Inspector

Location

Santa Rosa, California 95407

Experience

10 years

Qualifications/Accreditations

- MBA in Sustainable Enterprise; 2012 Dominican University of California
- BS in Business Administration; 2003 Sonoma State University
- OSHA 10 & 30 Certified; Occupational Safety Health Administration
- CPR & First Aid Certified; American Red Cross Society

Key technical skills

- Paving Operations Manager and Superintendent
- Operations Scheduling and Coordination
- HMA Pavement | Full Depth Reclamation
- QA/QC Measures and onsite Field Inspection

Memberships

- Engineering Contractors Association, ECA

Relevant experience summary

Daniel brings nearly a decade of experience, managing field paving operations across a wide range of municipal and private infrastructure projects. He has successfully led all phases of execution, including asphalt production coordination, trucking logistics, equipment mobilization, and daily crew oversight. Known for delivering projects on time and within budget, Daniel thrives under pressure and consistently adapts to challenging site conditions. His proactive communication, attention to detail, and field-driven problem-solving ensure efficient, high-quality results. A certified CPR responder, Daniel prioritizes safety while maintaining productivity. His "go-getter" mentality and hands-on leadership style make him a reliable asset on any paving project.

CALTRANS – INTERSTATE AND HIGHWAY TRANSPORTATION PROJECTS

Caltrans 04-2640F4 - Highway 101 Petaluma and Novato Corridors

Paving Project Manager | Superintendent Caltrans | Petaluma & Novato, CA

Daniel played an instrumental role in smooth paving operations for the restoration of 2 major sections on Interstate Hwy 101. Caltrans Resident Engineers oversaw construction on both of projects, being Caltrans R/W. The scope on both sections, included Full-Depth Reclamation, Cold Planning, HMA & RHMA paving activities and more. Responsibilities included: managing daily schedules, coordinating asphalt plant deliveries, mobilizing equipment, supervising paving crews, and maintaining traffic control compliance. Daniel oversaw all

quality control measures, including compaction testing, smoothness tolerances, and material sampling per Caltrans Standards & Specifications ultimately led to a well-known successful project delivery. He mitigated risks associated with nightwork, traffic staging, and tight production windows to ensure safe and timely project delivery. Maintained close communication with Caltrans Inspectors and Resident Engineers, resolving field conflicts and adapting to design changes in real time.

Caltrans 010C8104 – Lake County Roundabouts, Route 20 & Route 53

Paving Project Manager | Superintendent Caltrans | Clear Oaks, County of Lake

As Paving Manager on Project 010C8104 near Clearlake Oaks and in between Routes 20 and 53. Daniel oversaw all paving operations in support of roundabout construction. His responsibilities included coordinating asphalt deliveries, managing crew

activities, sequencing paving around staged construction, and ensuring compliance with Caltrans Current Standards and Specifications. Daniel worked closely with Field Engineers and traffic control teams to maintain schedule, and safety during active roadway operations. His leadership abilities set down the groundwork for future Lake County infrastructure improvements projects.

COUNTY OF SONOMA - FIRE RESTORATION PROJECTS

C22101- 2017 Tubbs Fire Damage Roads Paving Rehabilitation Project

Paving Project Manager | Superintendent County of Sonoma | Sonoma County, CA

Serving as both Paving Manager and Superintendent, Daniel led a critical fire-damaged roadway rehabilitation project. The scope of this project aimed at restoring vehicular residential access to remote rural areas severely impacted by wildfires. His ability to lead by example and foster strong collaboration across crews resulted in the exceptional success of the project. Each day began with safety tailgate meetings, reinforcing a culture of safety and supporting the coordination of emergency medical services (EMS) for communities affected by the fires. The fast-paced scope of this project included asphalt removal and replacement, hot mix asphalt (HMA) overlays, and Full-Depth Reclamation (FDR). Daniel directed daily paving operations such as cold planning, structural repairs, shoulder backing, traffic control, guardrail installation, and pavement striping. His hands-on coordination of crews, equipment, and trucking ensured peak productivity while maintaining compliance with County specifications and exceeding both company and municipal safety standards in hazardous environments.

County of Sonoma - Fall 23 Fire Restoration Project

Paving Project Manager | Paving Superintendent County of Sonoma | Sonoma County, CA

Daniel spearheaded Sonoma County's pavement restoration, taking on a complex and logistically demanding scope that included nearly 40,000 tons of HMA spread across numerous street locations throughout the County as digouts and overlays. He led roadway improvements involving asphalt overlays. The reconstruction entailed, precise management of all aspects of daily paving operations such as cold planning, structural section repairs, trucking, shoulder backing, traffic control, guardrail installation, and pavement striping. Daniel's strong technical expertise and collaborative teamwork were critical in coordinating

crews, trucking, and equipment across the scattered project sites. His leadership ensured consistent productivity, strict adherence to County specifications, compliance with safety standards, and timely completion of the work, all of which contributed significantly to the overall success of the PPP program.

CITY OF SANTA ROSA – CAPITAL IMPROVEMENT PROJECT

Roseland Village Subdivision Phase 01 Project

Paving Project Manager | Superintendent City of Santa Rosa | Roseland, CA

On a day-to-day basis Daniel provided essential QA/OC measures and inspection services. His attention to detail along with field and office support made this project instrumental during paving activities for the Roseland Village Subdivision Ph 01. This project is one of first project part of the City of Santa Rosa's pavement rehabilitation program. The scope included asphalt removal and replacement, structural section repairs, cold planning, and traffic control coordination within an active residential neighbourhood. Daniel played a key role in the project's success through his technical expertise and collaborative communication, effectively navigating site constraints and logistical limitations unique to the area. He ensured full compliance with city specifications while maintaining the project schedule and minimizing disruptions to the surrounding community.

Career history

2025	GHD Inc,		
	Construction Manager / Inspector		
2023 - 2025	Pacific Gas &Electric,		
	Business Representative		
2014 - 2023	Ghilotti Construction Company, Paving Project Manager & Paving Superintendent		



Karl Meyers

Site Inspector

Location

Santa Rosa, CA

Experience

25 years



Qualifications/Accreditations

BA, Zoology, Botany, and Outdoor Recreation, San Diego State University, San Diego, CA, 1978

Key technical skills

- Paving and bituminous seals subject matter expert
- Construction Industry Legal Knowledge Multi-Million-Dollar Project Management
- Instils Culture of Safety Consciousness

Memberships

N/A

Relevant experience summary

Karl Meyers is a construction management leader with 30+ years of experience overseeing multi-million-dollar public and private works construction projects. He is a licensed general engineering contractor in seven states (California, Nevada, Arizona, Idaho, Utah, Washington and Oregon) and known industry-wide for delivering high quality projects on time and within budget. He has provided Lead Construction Inspection services on some of GHD's largest and most complex projects over the last several years. He is well-known in the industry for his knowledge of bituminous seals and other pavement preservation treatments. As the former Vice President of Operations of Telfer Oil, Karl possesses an unmatched understanding of the materials that are used, the mix design, and the field application.

County of Sonoma 2024 Roads to Recovery Project

Construction Inspector

County of Sonoma | Sonoma County, CA | 4/1/2024 - Present | \$6.8 million

Provided inspection for this project which involved 76,000 SY of FDR-C and 19,000 tons of asphalt concrete overlays, flagging, traffic signal modification, metal beam guard rail, ditch maintenance, culvert replacement, traffic control, repairing pavement structural section, cold planning, shoulder backing and traffic striping, markings, signage.

County of Sonoma 2023 Fire Damage Recovery Paving Project

Construction Inspector County of Sonoma | Sonoma County, CA | 6/2022 -Present | \$13 million

The goal of this \$11 million project was to repair the roads damaged by fires and subsequent reconstruction efforts and to extend the service life of the streets by 10

to 20 years. Provided construction inspection for this project which included asphalt concrete overlay, cape seals, chip seals, and slurry seals on various county roads. The work also included installing metal beam guardrails, localized pavement repairs, cold planning, shoulder backing, and delineating the new pavement surface through striping and signage.

2021 Pavement Preservation Program – Full Depth Reclamation (FDR) & Overlays

Construction Inspector

County of Sonoma | Sonoma County, CA

Provided inspection for this project which rehabilitated 28 miles of County roads, including 7.0 miles of FDR. Work at the 10 project sites scattered across the County also included sections requiring removal and replacement of the road section and asphalt concrete overlay pavement treatments. Other contract work included culvert replacements, Americans with Disability Act (ADA) sidewalk and curb ramp installation, traffic striping and markings, and associated roadway work. Challenges included concurrent work at six or more

locations, including some remote sites without reliable cell service. Traffic control was a priority everywhere but was especially challenging on narrow, windy roadways in proximity to schools.

Wilfred Avenue Bioretention Rehabilitation Project

Construction Inspector City of Rohnert Park | Rohnert Park, CA

Provided onsite Inspection for the project, which included reconstruction of eroded bioretention facilities, raising of storm drain manholes, installation of subdrains, and replacement of irrigation and plantings.

State Farm Drive Project

Construction Inspector

City of Rohnert Park | Rohnert Park, CA

Provided onsite Inspection for reconstruction of State Farm Drive from Rohnert Park Expressway to 200 feet north of Professional Center Drive using a "Full Depth Reclamation" (FDR) method, which re-uses materials and treats the existing deficient structural section in place. Work included roadway reconstruction, pavement grinding, adjustment of monuments and utilities, HMA overlay, replacement of pavement markings, striping, and traffic detector loops, sidewalk gap closure, and improvement of existing bus turnout, crosswalk and median improvements, and signage.

Previous Experience

Independent Business Consulting

Independent Business Consultant Santa Rosa, CA | 2019

Provided variety of business consulting services to firms engaged in road construction and general engineering and serves as liaison between select company stakeholders and attorneys on as-needed basis. Consultations included advice on accounting, bookkeeping, real estate, road construction, and asset liquidation.

Private Road Projects

Owner Meyers Contracting Inc. | Santa Rosa, CA | 2019

Performed private road projects for select clients in Sonoma and Napa County.

Telfer Pavement Technologies

Vice President/General Manager | Sacramento, CA | 1996-2019

Oversaw 1,733% growth in revenues – from \$3 million to \$55 million – during tenure through procuring higher

margin public road construction projects and developing dedicated teams of loyal construction professionals. Secured out-of-state government road construction projects through regular screening of journals and postings and creating competitive bids on the most attractive posted jobs. Also obtained seven general engineering contractor licenses in order to gain eligibility in the states of California, Nevada, Arizona, Idaho, Utah, Washington, and Oregon. Averaged 75 public road construction projects annually

In addition, served as point person for all governmental, environmental, and legal concerns and supervised 120 employees, trained and mentored them on construction best practices. Also coordinated overall project budget and money management (payables and receivables).

Career history

2019 - present	GHD, Site Inspector
2019	Self, Independent Business Consultant
2019	Meyers Contracting Inc., Owner
1996 - 2019	Telfer Pavement Technologies, Vice President/General Manager



Crystal Prairie

Office Engineer & Inspector

Location

Santa Rosa, CA

Qualifications/Accreditations

- 20 Years Administrative Experience
- 14 Years Public Sector Projects

Key technical skills

- Project Coordination
- Federal and State Grant Management
- Construction Inspection
- Federal funding compliant documentation

Experience

20 years



Memberships

N/A

Relevant experience summary

Crystal Prairie has been in the Public Works field for 15 years managing multi-million-dollar projects in municipal government as well as the private sector. Much of her experience was acquired through different positions in city government, as a finance technician and as a public works project analyst. Since becoming part of the GHD team five years ago, she has been a successful project coordinator, managing multiple projects simultaneously. Crystal has extensive experience with federal and state grant management from multiple funding sources, budget monitoring, construction management, construction inspection, labor compliance, municipal finance, and reporting. She also possesses strong communication and organizational skills.

County of Sonoma 2024 Roads to Recovery Project

Project Coordinator, Office Engineer, Construction Inspector

County of Sonoma | Sonoma County, CA | 4/1/2024 - Present | \$6.8 million

Handles meeting coordination and documentation, including agendas and minutes, and attends weekly construction meetings. Assists construction manager with project and inspector coordination. Assists with submittal and Request for Information (RFI) routing. Set up and manages the project in CMIS, a cloud-based construction management software. Handles prevailing wage compliance for all contractors and subcontractors on the project. Also provides construction inspection for several months at various locations for this complex project, including clear and grub, full-depth reclamation, shoulder backing, lowering & raising iron, striping, digouts, and paving.

Citywide Traffic Signal Safety Improvements Project

Project Manager, Assistant Construction Manager, Construction Inspector City of Rohnert Park | Rohnert Park, CA | 12/2023 – 11/2024 | \$1.7 million

Handled meeting coordination and documentation, including agendas and minutes, attended weekly construction meetings. Assisted with submittal and Request for Information (RFI) routing. Set up and managed the project in CMIS, a cloud-based construction management software. Processed pay estimates and client invoices. Provided all construction inspection at many locations all over the City.

Southwest Boulevard Waterline Replacement Project

Project Coordinator, Assistant Construction Manager, Construction Inspector City of Rohnert Park | Rohnert Park, CA | 03/2024 -Current | \$1.8 million Handles meeting coordination and documentation, including agendas and minutes, attends weekly construction meetings. Assists with submittal and Request for Information (RFI) routing. Set up and manages the project in CMIS, a cloud-based construction management software. Provides occasional construction inspection on site.

Southwest Boulevard Complete Streets Project

Project Coordinator, Assistant Construction Manager, Construction Inspector City of Rohnert Park | Rohnert Park, CA | 06/2024 -Current | \$2.6 million

Handles meeting coordination and documentation, including agendas and minutes, attends weekly construction meetings. Assists with submittal and Request for Information (RFI) routing. Set up and manages the project in CMIS, a cloud-based construction management software. Provides construction inspection on site.

County of Sonoma 2023 Fire Damage Recovery Paving Project

Project Coordinator, Office Engineer, Construction Inspector

County of Sonoma | Sonoma County, CA | 6/2022 - Present | \$13 million

Handles meeting coordination and documentation, including agendas and minutes, and attends weekly construction meetings. Assisted construction manager with project and inspector coordination. Assists with submittal and RFI routing. Set up and manages the project in CMIS, a cloud-based construction management software. Handled Prevailing Wage Compliance for all contractors & subcontractors on the project. Also provides construction inspection for several months at various locations for this complex project, including clear and grub, slurry seal, shoulder backing, raising iron, striping, digouts, and paving.

OBAG2 Pedestrian Safety Improvement Project

Project Coordinator, Inspector City of Rohnert Park | Rohnert Park, CA | 02/2023 -7/2023 | \$550,000

Assisted with meeting coordination and documentation. Performed on site construction inspection as needed. Assisted with submittal and RFI routing. Set up and managed the project in CMIS, a cloud-based construction management software.

Cotati Downtown Civic Center Project

Project Coordinator City of Cotati | Cotati, CA | 4/2023 - 10/2023 | \$1.9 million

Supported the project team with daily tasks including communication and coordination with City of Cotati staff, the contractor, and subconsultants. During the bid phase, assisted with required Caltrans analysis for this federally funded project. Helped to set up the filing system, consistent with Caltrans standards and maintained the files throughout the life of the project. Assisted with meeting coordination and documentation. Performed on site construction inspection as needed. Assisted with submittal and RFI routing. Set up and managed the project in CMIS, a cloud-based construction management software. Handled Prevailing Wage compliance, and invoice processing.

First Street Water Main Replacement Project

Project Coordinator, Inspector City of Sebastopol | Sebastopol, CA | 6/2022 -09/2022 | \$68,000

Performed on site construction inspection of underground utilities including storm drain and water. Coordinated and scheduled materials testing for project. Assisted with submittal and RFI routing. Set up and managed the project in CMIS, a cloud-based construction management software.

Southwest and Commerce Roundabout Project

Project Coordinator, Inspector City of Rohnert Park | Rohnert Park, CA | 10/2021 -04/2023 | \$265,000

Assisted with meeting coordination and documentation, including agendas and minutes, and attended weekly construction meetings. Performed on site construction inspection as needed. Assisted with submittal and RFI routing. Set up and managed the project in CMIS, a cloud-based construction management software.

Chicken Ranch Rancheria Access Road Project

Project Coordinator

Chicken Ranch Rancheria of Me-Wuk Indians of California | Jamestown, CA | 2/2021 - Ongoing | \$4.8 million

Assists with meeting coordination and documentation, including agendas and minutes, and attends weekly construction meetings. Assists with submittal and RFI routing. Set up and manages the project in CMIS, a cloud-based construction management software.

City of Atwater 1, 2, 3 - TCP Mitigation Project

Project Coordinator City of Atwater | Atwater, CA | 2/2021 - 11/2021 Assisted with meeting coordination and documentation, including agendas and minutes, and attended weekly construction meetings. Assisted with submittal and RFI routing. Set up and managed the project in Procore, a cloud-based construction management software.

Maple Street Storm Drain and Alley Project

Project Coordinator, Inspector City of Fort Bragg | Fort Bragg, CA | 4/2021 - 9/2021 | \$187,000

Assisted with meeting coordination and documentation, including agendas and minutes, and attended weekly construction meetings. Reviewed certified payroll for labor compliance. Performed on site construction inspection including Hot Mix Asphalt (HMA), and underground utilities including storm drain and sanitary sewer. Coordinated and scheduled materials testing for project. Assisted with submittal and RFI routing. Set up and managed the project in CMIS, a cloud-based construction management software.

County of Sonoma 2021 Pavement Preservation Program - Full-Depth Reclamation and Overlays

Project Coordinator, Office Engineer, Construction Inspector

County of Sonoma | Sonoma County, CA | 7/2021 - 04/2022 | \$13 million

Handled meeting coordination and documentation, including agendas and minutes, and attended weekly construction meetings. Assisted construction manager with project and inspector coordination. Assisted with submittal and RFI routing. Set up and managed the project in CMIS, a cloud-based construction management software. Also provided as-needed construction inspection at various locations for this complex project, including clear and grub, potholing, shoulder backing, striping, digouts, and paving.

Windsor River Road Utility Improvements

Project Coordinator, Inspector Town of Windsor | Windsor, CA | 4/2020 - 12/2020 | \$1.4 million

Supported the project team with daily tasks including communication and coordination with Town of Windsor staff, contractor, and sub consultants. Assisted with meeting coordination and documentation. Also attended weekly construction meetings, issued purchase orders, filed submittals, insured Prevailing Wage compliance, and processed invoices. Set up and managed the project in Procore, a cloud-based construction management software.

State Farm Drive

Project Coordinator, Inspector City of Rohnert Park | Rohnert Park, CA | 8/2020 -10/2020 | \$1.23 million

Supported the project team with daily tasks, including communication and coordination with City of Rohnert Park staff. Assisted with meeting coordination and documentation, including agendas and minutes, certified payroll reports, and attended weekly construction meetings. Helped to set up and maintain filing system, consistent with Caltrans standards. Reviewed and filed submittals and was responsible for completing the Federal Award Package, invoicing, reporting, Disadvantaged Business Enterprise (DBE) monitoring, and producing the final invoice package. Set up and manages the project in Procore, a cloud-based construction management software.

Ukiah Downtown Utility and Streetscape Construction

Project Coordinator City of Ukiah | Ukiah, CA | 3/2019 - 7/2022 | \$3,375,280

Supports the project team with daily tasks including communication and coordination with City of Ukiah staff, the contractor, and Caltrans staff. Responsible for completion of the Caltrans Local Assistance Procedures Manual (LAPM) Exhibits for the streetscape portion of project, as well as for completing the award package, invoicing, reporting, DBE monitoring, and producing the final invoice package. Assisted with both client and public meeting coordination, attending public meetings, and completing minutes and agendas, when necessary. Administrative duties include issuing purchase orders, processing invoices, and monthly progress reporting and invoicing to the City. Construction Inspection as necessary. Set up and manages the project in Procore, a cloud-based construction management software.

East Cotati Rehabilitation

Project Coordinator City of Cotati | Cotati, CA | 8/2019 - 2/2020 | \$885,000

Supported the project team with daily tasks including communication and coordination with City of Cotati staff, the contractor, and subconsultants. During the bid phase, assisted with required Caltrans analysis for this Federally funded project. Helped to set up the filing system, consistent with Caltrans standards and maintained the files throughout the life of the project. Assisted with City meeting coordination and documentation. Also attended weekly construction meetings and observed construction progress in addition to administrative duties including issuance of purchase orders, filing of submittals, Prevailing Wage compliance, and invoice processing.

Grant Assistance Projects

FEMA Hazard Mitigation Grant Program Application Assistance for Commonwealth of the Northern Mariana Islands (CNMI)

Project Coordinator CNMI | 11/2019 - 1/2021

Assisted the CNMI with preparation of draft Hazard Mitigation Grant Program applications for several task orders in order to improve emergency power supply reliability on the islands. Worked with staff to document benefits for projects and then ran them through FEMA's benefit-cost analysis software. Worked on final application packages submitted to FEMA on behalf of the CNMI government, as well as requests for information received after submission.

Marin County Flood Control District, Department of Water Resources Grant Reimbursement Assistance

Project Coordinator Marin County Flood Control District, Department of Water Resources Grant Reimbursement Assistance | 11/2019 - Ongoing

Reviews invoices paid by the district on a quarterly basis, calculates reimbursable costs, puts them into invoice format and sends to Department of Water Resources for reimbursement to the District. Assists with coordination and correspondence between Department of Water Resources and Marin County Flood Control District.

Ukiah Downtown Streetscape and Utility Project Design

Project Coordinator City of Ukiah | Ukiah, CA | 3/2019 - 2/2020

Supported the project team with daily tasks including communication and coordination with City of Ukiah staff, sub consultants, and Caltrans staff. Duties included completing state project allocation documentation and federal authorization documents, Caltrans LAPM exhibits, and calculating project DBE goal. Communicated with the City and Caltrans extensively. Also assisted with both client and public meeting coordination, attending public meetings, and completed minutes and agendas. Administrative duties included issuing purchase orders, processing invoices, completing LAPM exhibits, and monthly progress reporting and invoicing to the City.

Municipal Construction Management

City of Fort Bragg Duties

Public Works Project Analyst City of Fort Bragg | Fort Bragg, CA | 2009-2019

Duties for the City of Fort Bragg included federal and state labor compliance, certified payroll verification, state reporting, and providing assistance to contractors. She processed periodic pay estimates, change orders, and purchase orders, as well as handled file management for Public Works projects. Created and assembled bid documents, and performed occasional fieldwork such as taking photographs, measurements, and observations. Scheduled and attended pre-bid and pre-construction meetings and handled labor compliance for all Public Works projects. Applied for and managed millions of dollars in state, federal, and local grants for the City. Worked with Caltrans, US Department of Agriculture, Federal Highway Administration, California State Water Resources Control Board, Department of Water Resources, and other state and federal agencies on project setup, management, and reimbursement for Public Works projects. Also provided administrative support for the Director of Public Works, as well as assistance with the budget process and monitoring of account balances and expenditures. Attended monthly Public Works Committee Meetings, published agendas, and took minutes.

Municipal Finance Roles

Finance Technician City of Fort Bragg | Fort Bragg, CA | 2005-2009

Set up and maintained City of Fort Bragg utility billing accounts, developer deposit accounts, and business licenses. Processed monthly utility billing, accounts payable, and payroll for over 60 employees in several departments. Handled customer service, and cash receipts, at the counter and over the telephone. Processed journal entries, purchase orders, and budget adjustments. Also requested funding reimbursements for Public Works projects from multiple funding agencies and assisted in production of the annual budget document for the \$10 million City budget.

Certifications/Trainings

- Caltrans Resident Engineer Academy, April 2021
- Caltrans Federal Aid Contract Administration, Project Development, 2019
- Caltrans Federal Aid Series, 2017
- Caltrans Disadvantaged Business Enterprise, 2015
- Project Management, University of California -Berkeley Extension, 2014

Career history

2019 - Present	GHD, Project Coordinator
2005 - 2019	City of Fort Bragg, Public Works Project Analyst



Turner O'Brien EIT Construction Engineer

Location

Santa Rosa, CA

Experience

2.5 years

Qualifications/Accreditations

- BS, Civil Engineering, California State University, Sacramento, CA, 2023
- Engineer-in-Training #183756
- Occupational Health and Safety Administration (OSHA) 30-Hour Training

Key technical skills

- Construction Management | Civil Engineering
- (QA/QC) Onsite Construction Inspector
- Pavement Restoration | Full Depth Reclamation
- Creek Restoration
- Underground Pipeline Infrastructure Utilities

Memberships

- Engineering Contractors Association (ECA)
- America Council Engineering Companies (ACEC)
- "Expand Your Horizons" Local Science, Technology, Engineering and Mathematics (STEM) Programs for Middle Schoolers, Volunteer

Relevant experience summary

Turner O'Brien is a highly collaborative construction engineer and inspector, distinguished by his robust foundation in engineering principles, military discipline, and construction experience. He has managed municipal infrastructure projects of varying scales, ensuring quality standards and contract compliance. Turner excels in cultivating productive relationships with clients and contractors by driving successful project outcomes. His professional endeavours include roadway and pavement rehabilitation, street reconstruction, creek restoration, and underground utility upgrades for agencies including County of Sonoma, County of Lake, California Trout Agency, County of Marin, Golden Gate Bridge Highway Transportation District, City of Rohnert Park, City of Santa Rosa, and more.

Pavement Preservation Program Roadway Rehabilitation Projects

County of Sonoma PPP 2025 – Chip, Slurry & Cape Seal Project (Project No. M25501)

Construction Engineer/Inspector County of Sonoma | Sonoma County, CA

Provided construction management and field inspection for a County of Sonoma PPP project, confirming work consistently exceeded project plans, specifications, and contract standards. Critical scopes of work included culvert replacements, headwall construction, vegetation clearing, ditch grading, and Americans with Disabilities Act (ADA)-compliant curb ramp installation. Pavement preservation methods included chip seal, slurry seal, and cape seal to optimize roadway integrity and lifespan. Maintained an unwavering commitment to safety, regulatory compliance, and operational excellence while monitoring guardrail installation, roadway striping, and shoulder backing improvements. Through proactive field

leadership and timely delivery of critical project documents to the contractor, Turner drove optimal project quality, efficiency, and compliance outcomes.

County of Lake 2024 Pavement Preservation Rehabilitation (Project No. 9206294)

Construction Engineer/Inspector County of Lake | Cobb, CA

Provided construction management and field inspection services for the County of Lake's rural road rehabilitation program, overseeing the restoration of over 12 lane miles of severely degraded roadway. Ensured all work met project plans, specifications, and contract standards through consistent field presence and proactive coordination with contractors. Turner supervised key construction operations: 4-inch asphalt pulverization, moisture conditioning, 95% or greater compaction, and tack emulsion application to seal moisture to improve long-term pavement performance. Proactive communication and attention to detail helped maintain

compliance, safety, and production quality across all phases of construction.

City of Rohnert Park – Southwest Blvd Complete Streets (CIP 2020-23)

Construction Engineer/ Inspector City of Rohnert Park | Sonoma County, CA

Turner played an instrumental role in construction management and QA/QC field inspection for the Southwest Blvd Complete Streets Project, an essential arterial roadway within the City of Rohnert Park. The project revitalized an underserved area through full roadway reconstruction, installation of new ADAcompliant sidewalks and ramps, implementation of lowimpact development (LID) drainage features, upgraded street lighting, and landscaped island medians. Serving as an extension of City staff, ensured full compliance with project plans and specifications through clear communication, field coordination, and proactive problem-solving. His persistence, attention to detail, and commitment to maintaining progress helped streamline construction operations and drive this long-standing project to successful completion. Turner's expertise and leadership contributed to the delivery of a high-quality capital improvement project that enhanced safety, accessibility, and community aesthetics along one of the city's key transportation corridors

Golden Gate Bridge Toll Plaza Pavement Restoration & Concrete Beam Repair Project*

Assistant Project Manager/ Construction Inspector Golden Gate Bridge Highway Transportation District County of San Francisco | San Francisco, CA

Served in a key managerial role on a high-profile, federally funded project involving pavement restoration, concrete beam repairs, spall remediation, and expansion joint replacements on the iconic Golden Gate Bridge. This project required cross-coordination across multiple jurisdictions, including Caltrans (District 4), the Golden Gate Bridge Highway and Transportation District, and the Presidio Trust. Responsibilities included securing paving plans, submitting lane closure requests, developing detailed traffic control plans, and maintaining effective communication among all involved agencies. Demonstrated a proactive, solutions-oriented approach, adapting to evolving project needs while consistently delivering high-quality work. Recognized for contributing to the successful, on-time delivery of the project and for providing strong support both in the field and from the office.

Creek Restoration & Underground Infrastructure Projects

CalTrout - Sunol Valley Fish Passage Project Alameda Creek Restoration (Project No. R-297)

Construction Engineer/ Inspector County of Alameda |Sunol Valley, CA

As the main GHD point of contact for the CalTrout Sunol Valley Fish Passage Project (SVFPP), he supported a multi-agency creek restoration effort to improve fish migration and stream connectivity along Alameda Creek. Working with CalTrout, PG&E, environmental consultants, and multiple contractors, he maintained strong interagency communication and coordination throughout PG&E's installation of a new 36-inch gas transmission line beneath the creek. By leading weekly progress meetings, managed project documentation, and coordinated between design teams, contractors, and regulatory agencies to ensure compliance with project plans and environmental permits. While not performing field inspection, he worked closely with the field inspector to support QA/QC, change management, and information flow between field and office teams. His leadership and organization were key to maintaining project alignment and successfully delivering this complex restoration effort on schedule and within budget.

Career history

2025 - Present	GHD, Construction Engineer & Inspector
2023 - 2025	Argonaut Constructors Inc., Assistant Project Manager & Engineer
2022 Summer	Ghilotti Construction Company, Project Engineer Intern
2020 - present	O'Brien Property(s) Fire Recovery, Family Project Manager & Coordinator

^{* =} Work performed while at another firm



Appendix B

Rates and Policies



Bodega Avenue Bike Lanes and Pavement Rehab Phase II 12682357

Description	Project Director	Project Manager		Office Engineer				Total Hours	Labor Total	Disbursement	Disb. Markup	Disb. Fee	Total Disbursements	Estimated Project Total
	Del Vento		Lozano	O'Brien	Prairie	Meyers \$220	Ramirez							
Task1	\$390 6	\$300	\$280	\$170 76	\$195		\$185	354	\$89.000	\$0	\$0	\$5,340	\$5,340	\$94,340
Subtask 1.1 Preconstruction and General Oversight	6	12	12	8	4	12	0	54	\$14,080	\$0	\$0	\$845	\$845	\$14,925
Subtask 1.2 Coordination and Communication	0	12	72	20	0	0	0	104	\$27,160	\$0	\$0	\$1,630	\$1,630	\$28,790
Subtask 1.3 Reporting and Documentation	0	8	24	32	12	0	12	88	\$19,120	\$0	\$0	\$1,147	\$1,147	\$20,267
Subtask 1.4 Submittals and Reviews	0	0	36	8	0	0	0	44	\$11,440	\$0	\$0	\$686	\$686	\$12,126
Subtask 1.5 Change Management and Claims	0	8	48	8	0	0	0	64	\$17,200	\$0	\$0	\$1,032	\$1,032	\$18,232
Task2	0	4	8	4	0	640	0	656	\$144,920	\$0	\$0	\$8,695	\$8,695	\$153,615
Subtask 2.1 Inspection and Quality Assurance	0	4	8	4	0	640	0	656	\$144,920	\$0	\$0	\$8,695	\$8,695	\$153,615
Task3	0	0	0	0	0	0	0	0	\$0	\$37,650	\$2,800	\$0	\$40,450	\$40,450
Subtask 3.1 Technology (Constrution Management Software)	0	0	0	0	0	0	0	0	\$0	\$650	\$0	\$0	\$650	\$650
Subtask 3.2 Inspection Vehicle (\$100/day)	0	0	0	0	0	0	0	0	\$0	\$9,000	\$0	\$0	\$9,000	\$9,000
Subtask 3.3 Materials Testing	0	0	0	0	0	0	0	0	\$0	\$28,000	\$2,800	\$0	\$30,800	\$30,800
Total Labor Hours	6	44	200	80	16	652	12							
Estimated Project Total	\$2,340	\$13,200	\$56,000	\$13,600	\$3,120	\$143,440	\$2,220	1010	\$233,920	\$37,650	\$2,800	\$14,035	\$54,485	\$288,405

City of Sebastopol

REQUEST FOR STATEMENT OF QUALIFICATIONS / REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES FOR BODEGA AVENUE BIKE LANES AND PAVEMENT REHAB PHASE 2 (CIP# 0514-22.06)

PRE-QUALIFIED CONSULTANTS LIST

Proposals Due Date: October 27, 5:00 P.M.



Approved for Release

Toni Bertolero, Public Works Engineer

a. m. Bertoleri

October 2, 2025

Date

PUBLIC WORKS DEPARTMENT

714 JOHNSON STREET SEBASTOPOL, CA 95472 engineering@cityofsebastopol.gov

Phone: 707-823-2151

I) BACKGROUND

The City of Sebastopol is soliciting proposals from qualified local engineering firms included in the City's Pre-Qualified Consultants (PQC) List to provide professional engineering service for the Bodega Avenue Bike Lanes and Pavement Rehab Phase 2 Project (Project).

The Engineer's Estimate for the construction project is \$2.2 million.

This RFP is for providing construction management and inspection services for the Project described in paragraph II below.

II) DESCRIPTION OF PROJECT

The Project consists of installing bike lanes and repaving Bodega Avenue from Nelson Way to Pleasant Hill Road. Alternate bid items for a retaining wall and additional paving near the city limit at Atascadero Creek may also be included in the Project.

A copy of the Project plans and specifications can be found at the following link: draftech@sonic.net. Plan room Key is **Bodega Ph2**.

III) SCOPE OF WORK

The selected Consultant must provide and identify an experienced Construction Manager who has successfully delivered services on similar projects. The Construction Manager will perform the following services:

Construction management

- Schedule and Conduct a pre-construction meeting to be held at City offices;
- Deliver services and files in accordance with the City Standards and industry standard of care;
- Provide and identify the Labor Compliance Officer;
- Conduct weekly/bi-weekly construction meetings with the contractor, City and other involved parties. Prepare and distribute meeting agendas and minutes;
- Provide Contractor with a list of all required submittals and due dates;
- Coordinate with City Staff, multiple contractors, agencies and project stakeholders;
- Prepare weekly Status reports and Statements of Working Days in City format;
- Coordinate design changes;
- Participate in field meetings and document issues, findings, direction, changes, etc. and develop solutions;
- Participate in public outreach activities including providing a phone number and answering all calls from the public;
- Respond in writing to all written complaints received from the public;
- After receiving the Contractor's schedule prepare a Project Schedule including all items of work;
- Monitor construction schedule including regular monthly updates to be submitted to the City's Project Manager;
- Take pre-construction photos of the project site including adjacent properties;
- Prepare Contract Change Orders (CCOs) in City format;
- Maintain an accounting of construction costs, including approved CCOs;

- Review Progress Payment Requests, make payment recommendations, and prepare Progress Payment Summaries in City format;
- Review and coordinate approval of shop drawings with the Design Consultant;
- Review and approve materials submittals;
- Log, track and process all Requests for Information (RFIs). Requests for Changes (RFCs). Contract Change Orders (CCOs), field directives (FDs), Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed Traffic Control Plan(s);
- Add information to a field set of Record Drawings on a weekly basis and whenever changes occur;
- Attempt to prevent claims from being filed and resolve conflicts during construction in order to keep additional costs down and to minimize City Staff involvement;
- Monitor materials documentation and testing results, as well as enforce corrections.

IV) FEE ESTIMATE

A detailed breakdown of fees, by task, shall be provided in spreadsheet format. The Fee Estimate shall be submitted by the due date in a sealed, separate envelope with the name of the Project and the name of the Consultant submitting the fee. A letter of transmittal should also accompany the fee estimate. See Section IX for information regarding delivery of the Fee Estimate. All Consultants' Fee Estimates are subject to viewing by the City and will not be returned.

V) PRE-QUALIFICATION

Your firm is invited to submit a Proposal because your firm is included in the Pre-Qualified Consultants List and is demonstrated to be qualified to perform construction management and inspection services.

Individual project contracts will be awarded by contract amendment concurrent with the term of the master contract. <u>Only those consultants with fully-executed Master Agreements will be eligible to submit a Proposal</u>.

If your existing Master Agreement term has expired, please call the front desk assistant at the Public Works/Engineering office at (707)823-5331, or email: citypw@cityofsebastopol.gov by no later than 5 business days from the date of the release of this RFP to update your Master Agreement. Please add the words "Master Agreement Extension Request" on the subject line of your email request. If your Master Agreement has expired and you do not submit a request to extend your agreement, your firm will be removed from the Pre-Qualified Consultants List, and you will be deemed non-responsive to this RFP. You may also email your Master Agreement Extension Request and choose to decline this invitation to submit a Proposal but wish to remain on the City's Pre-Qualification List for future opportunities. It is the responsibility of the consultant to confirm that the email request has been received by asking for confirmation that the email has been received. You may also call the front desk assistant at the number listed in the paragraph above to confirm that your extension request has been received.

The City will award contract amendments for projects based upon a scope of services, work schedule, and fee proposal submitted to the City on request and subject to approval by the City.

VI) SCHEDULE

The Request for Proposals (RFP) was released effective on the date shown on the cover of this RFP.

It is the City's intent that this solicitation will be due on the date shown on the cover of this RFP.

Evaluation of proposals by the City will commence within thirty (30) days of receipt. The City reserves the right to conduct follow-up interviews with Proposer(s). A preliminary schedule of administrative milestones are listed below. The Consultant shall include a schedule in the Proposal that includes key milestones from date of the Notice to Proceed with the work through project completion.

Preliminary schedule:

Release of RFP See date on front cover
Proposals Due See date on front cover

Proposal Review/Selection 1-2 weeks from Proposal due date

Council Approval November 18, 2025 (est)

Notice to Proceed Date when fully-signed contract is received

VII) CITY'S RESPONSIBILITIES

City will make available standard plans and details, standard contract documents, and general contract provisions for public works contracts for the consultant's use, upon selection. City will also furnish PDF copies of existing City plans, base maps, and other background materials for consultant's use as needed. If only hard-copy versions of the documents are available, a print copy will be provided, at Consultant's costs.

VIII) GUIDELINES FOR PROPOSALS

- a. Proposals should not exceed 15 pages in length, excluding cover letter, dividers, appendices and resumes.
- b. Proposals must be signed by the individual who is authorized to execute the Master Services Agreement, should your firm be selected for the Pre-Qualified Consultants List, or Task Order if firm has a valid Master Services Agreement.
- c. Proposals shall include documentation demonstrating that the firm has contracted directly with public agencies located in Northern California within the last five (5) years and successfully completed a minimum of three (3) projects of similar scope and size.
- d. Documentation for each referenced project included in your proposal shall include information in the format shown below:
 - 1) Client Name
 - 2) Project Name and Description, including if construction project was funded with federal aid grant funds
 - 3) Project Start and End Dates
 - 4) Client Project Manager Name, Phone Number, and email address
 - 5) Key Consultant team members including assigned construction manager, Lead inspector, and other staff/backup inspectors
- e. Proposals shall include a summary section describing your understanding of and approach to the proposed project assignment identified in this RFP, and a detailed Scope of Work to complete the project.

- f. Proposals shall include your firm's general billing information as follows:
 - 1) Schedule of hourly rates, including any special rates offered to public agencies, and prevailing wage rates as appropriate.
 - 2) Travel-time charge-out policy (please see item #5 below).
 - 3) Vehicle or equipment charge-out policy.
 - 4) Percentage markup for reimbursable expenses.
 - 5) Lodging expenses, meals, air fare, and other travel expenses (excluding vehicle mileage reimbursement) to and from Consultant's Office to the job site are not allowed.

IX) PROCESS FOR SUBMITTING PROPOSALS

- a. Proposals should focus on information requested above; brochures and promotional materials should not be submitted with your proposal.
- b. Submit three (3) paper copies of proposal, one of which is unbound, all in a sealed envelope addressed to:

Attn: Elissa Overton, Engineering Technician II Sebastopol Public Works 714 Johnson Street Sebastopol, CA 95472

RE: RFP for Bodega Avenue Phase 2 Project

Separately sealed Fee Estimate as described in Section IV shall accompany the Proposal. Proposals shall be submitted in person or by mail or delivery service by the due date stated in the front cover of this RFP. In addition to the paper copies, please submit a PDF copy of the Proposal (excluding

the Fee Estimate) to engineering@cityofsebastopol.org. Office hours for receipt of Proposals are:

Monday – Thursday, 7:30 a.m. – 5:00 p.m. Offices are closed on state and federal holidays

A final Cost Proposal/Fee Estimate will be negotiated with the selected consultant.

X) QUESTIONS

Questions regarding this RFP or its requirements, may be submitted, preferably by email, to: engineering@cityofsebastopol.gov. Due to staffing constraints, the City will attempt to respond within two (2) business days of receipt (note Fridays are non-business days for the City). Your email question should include in the Subject Line: "Questions re. RFP for Project.

Questions via phone call may be made to Elissa Overton at (707) 823-2151. Due to staffing constraints, City will attempt to respond within three (3) business days of receipt.

Prior to submitting proposals, consultants should not contact any other City personnel, elected or appointed officials. The City reserves the right to reject any proposal for violation of this provision.

XI) EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon "Qualifications Based Selection" (QBS) for professional services. The following criteria will be used in evaluating the proposals:

- a. Responsiveness to solicitation and understanding of project.
- b. Proposal documentation of demonstrated relevant experience, particularly with construction projects for public agencies.
- c. General qualifications and experience of the firm, construction manager, Lead Inspector, and other key individuals assigned to projects.
- d. Clarity of proposal.
- e. Information obtained from reference checks.

The City may also contact responding firms to clarify information in proposals or to seek and review additional information deemed pertinent to the evaluation process. The evaluation committee shall determine the final Pre-Qualified Consultants "Short-List" in consideration of the best interests of the City. The evaluation committee consists of up to three (3) City staff from one or more of the following departments: Public Works, Planning, City Administration, Building. The final recommendation to Council will be made by the City Manager.

After written proposals have been reviewed, online or in-person interviews with prospective firms may be conducted by the City. If scheduled, oral interviews will be in an informal question/answer format for the purpose of clarifying the proposal. The individuals who represent your firm in any scheduled interview must include the person who would be directly responsible for carrying out the contract, including the Construction Manager and the Lead Inspector.

A Notification of Intent to Award will be sent to the consultant selected. Award is contingent upon the successful negotiation of final contract terms contained in the Master Agreement and subject to approval by the City.

Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached.

XII) STANDARD TERMS AND CONDITIONS

- a. This RFP does not commit the City to award a contract or to pay any costs incurred for any services.
- b. The City, at its sole discretion, reserves the sole right to determine which consultants are ultimately included in the Pre-Oualified Consultants List.
- c. All proposals will become the property of the City of Sebastopol. Any proprietary information contained in the proposal should be clearly identified as such.
- d. The City reserves the right to amend this RFQ/RFP from time to time. The current version will be posted on the City website link: bit.ly/SebEng23
- e. The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.
- f. Prior to award, the apparent successful firm(s) may be required to enter into discussions with the City to resolve any contractual differences. If no resolution is reached, the proposal may be rejected.
- g. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- h. Insurance Requirements: Successful proposers, who are invited to be included on the Shortlisted Pre-Qualified Consultants List, must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix A, Insurance Requirements**

for Consultants, prior to City approval of the Master Agreement and/or its extension. No exceptions will be made to this requirement.

It is the proposer's responsibility to review these requirements carefully prior to submitting a proposal in response to this solicitation. Your response must indicate your familiarity with the insurance requirements and your willingness to comply with them as they are written. If you take any exceptions to the terms of the contract, these must be included in your proposal in writing. The City will consider this in determining responsiveness to the Request for Proposals.



APPENDIX A City of Sebastopol Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (Not required if consultant provides written verification that it has no employees)
 4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
 - If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; <u>and one of the following ISO completed operations</u> Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR ON-CALL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into on July 14, 2625 by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and GHD Inc. (Consultant), a California corporation. This Agreement for On-Call Professional Services is also commonly referred to as a "Master Agreement."

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with on-call engineering services.
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

- A. Consultant agrees to perform the services set and made part of this Agreement.
- B. The Consultant shall perform the services on an on-call basis as assigned, pursuant to a scope of work and fee proposal approved by both the City and Consultant (each a "Task Order"). The terms of this Agreement are incorporated into all such scopes of work. The on-call services may include, but are not necessarily limited to, the following:
 - a) Civil Grading, Drainage, Hydrology
 - b) Civil Streets, Utilities
 - c) Civil Water
 - d) Civil Wastewater
 - e) Civil -Stormwater
 - f) Traffic Engineering, Studies
 - g) Structural Engineering
 - h) Construction Management
 - i) Land Surveyors, Mapping, Construction Staking
 - j) Landscape Architecture, Parks and Recreation, Land Planning, Urban Design, Streetscape
 - k) Bike and Ped Facilities
 - 1) Stormwater Management, Hydrology and SWPPP
 - m) Capital Improvement Projects which may include Preliminary Engineering, Permits, Construction Documents, Bidding Assistance, Construction Support/Construction Management/Project Management.
- C. City may from time-to-time have the need for other services not specifically listed in this Agreement for which Consultant. has the necessary experience and capabilities to provide. City may authorize Consultant to perform such selected services on an as-needed basis.

SECTION 2 – PROJECT ASSIGNMENT

- A. The City will award Task Order for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.
- B. Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in each approved Task Order work.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

- A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in each approved Task Order.
- B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.
- C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 - INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed

to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: Insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

 (Not required if consultant provides written verification that it has no employees)
- 4. **Professional Liability** (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; <u>and</u> one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's

obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 - INDEMNIFICATION

- A. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- B. Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- C. Limitation of Indemnification. Notwithstanding any provision of this [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

- A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.
- C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

- A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.
- B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

- A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.
- B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the

Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 - CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

- A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.
- C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 - SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 - COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

- A. <u>Equal Employment Opportunity</u>. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.
- B. <u>Nondiscrimination Civil Rights Act of 1964</u>. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.
- C. <u>Solicitations for Subcontractors including Procurement of Materials and Equipment</u>. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

- A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.
- B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 - NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City:

City Manager

City of Sebastopol 7120 Bodega Avenue

Sebastopol, California 95472

To Consultant:

Matthew G. Kennedy, P.E. Principal

GHD

2235 Mercury Way, Suite 150

Santa Rosa, CA 95407

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

- A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.
- B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.
- C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

<u>SECTION 27 – SEVERABILITY</u>

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

City:

Consultant:

GHD

Name:

Title:

By: 7/10/2025

Matthew G. Kennedy

P.E. Principal

7/10/2025 By: Date Name: Mary Gowley

Mary Gowley

Mary Gourley

7/14/2025

Date

Title: Interim City Manager

Approved as to Form:

By: Alex Moy 668BB870B672A4EB...

7/10/2025

Date

Name: Alex Mog
Title City Attorney