

# PROFESSIONAL SERVICES AGREEMENT

## AGREEMENT

This Agreement is made and entered into this 26th day of September, 2016 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and SHN Consulting Engineers & Geologists, Inc., 335 S. Main Street, Willits, California, 95490-3977, a California corporation ("Consultant").

## RECITALS

**WHEREAS**, City has determined that it requires the following professional services from a consultant: to provide construction management services for the Chestnut Street Corridor Project (Project 2015-04); and

**WHEREAS**, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the legislative body of the City on September 26, 2016, by Resolution No. \_\_\_\_\_-2016 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

### 1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: provide construction management services for the Chestnut Street Corridor Project (Project 2015-04) including: project management, grants administration, inspection, materials testing, and construction staking. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

### 2. TERM

The Agreement term will commence on October 1, 2016 and expire on July 31, 2017 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

### 3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$120,500.00) (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

### 4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by April 30, 2017 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

### 5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

### 6. SUBCONTRACTING

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

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor

further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

## 7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

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

## 8. OTHER GOVERNMENTAL REGULATIONS

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

## 9. USE OF RECYCLED PRODUCTS

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

## 10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings,

regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## 11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

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

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall

not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

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

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

k. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

## 12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

## 13. LICENSES & PERMITS

a. BUSINESS LICENSE

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

b. OTHER LICENSES AND PERMITS

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

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

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

15. TERMINATION AND REMEDIES

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

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

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that



would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

## 16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

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

## 17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Public Works Director Tom Varga. Consultant representative for purposes of this Agreement will be Jason Island or Tom Herman. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Jason Island  
Tom Herman  
SHN Consulting Engineers & Geologists  
335 S. Main Street  
Willits, CA 95490-3977

Any written notice to City shall be sent to:

Tom Varga, Director of Public Works  
City of Fort Bragg  
416 N. Franklin Street  
Fort Bragg, CA 95437

## 18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof.

This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

## 19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

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

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

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

## 20. APPLICABLE LAW AND VENUE

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

action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

## 21. RECOVERY OF ATTORNEYS' FEES

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

## 22. SEVERABILITY

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

## 23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: \_\_\_\_\_  
Linda Ruffing  
Its: City Manager

CONSULTANT

By: Tom Herman  
Tom Herman  
Its: Principal

ATTEST:

[Attach Notary Acknowledgment Page]

By: \_\_\_\_\_  
June Lemos  
City Clerk

APPROVED AS TO FORM:

By: Samantha W. Zutler  
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal



# CONSULTING ENGINEERS & GEOLOGISTS, INC.

335 S. Main St. • Willits, CA 95490 • 707/459-4518 • FAX: 707/459-1884 • willitsinfo@shn-engr.com

## Transmittal

To:	<b>Tom Varga</b>	Reference No:	416000.072
Company:	<b>City of Fort Bragg</b>	Date:	August 2, 2016
Address:	416 N. Franklin St.	From:	<b>Tom Herman</b>
	Fort Bragg, CA 95437		
Subject:	<b>Proposal Letter - Chestnut Street Corridor &amp; 2016 Streets and Alleys Projects</b>		

### We are sending you:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Change Order  | <input type="checkbox"/> Correspondence | <input type="checkbox"/> Report/Specifications             | <input type="checkbox"/> Samples       |
| <input type="checkbox"/> Computer File | <input type="checkbox"/> Plans          | <input type="checkbox"/> Reproducibles                     | <input type="checkbox"/> Shop Drawings |
| <input type="checkbox"/> Contract      | <input type="checkbox"/> Prints         | <input checked="" type="checkbox"/> Other: <u>Proposal</u> |  |

Copies	Date	No.	Description
10	8/2/16		Proposal Letter - Quote for Inspection and Construction Management
			Services for the Chestnut Street Corridor Project and the 2016 Streets
			And Alleys Project

### These are transmitted as checked below:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Approved as Noted                  | <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> Resubmittal Not Required |
| <input type="checkbox"/> As Requested                       | <input type="checkbox"/> For Your Approval      | <input type="checkbox"/> Returned for Corrections |
| <input checked="" type="checkbox"/> Copies for Distribution | <input type="checkbox"/> For Your Use           | <input type="checkbox"/> Other: _____             |
| <input type="checkbox"/> Corrected Prints                   | <input type="checkbox"/> Resubmit               |   |

### Comments:

Copy To:	Signed: 
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Civil • Environmental • Geotechnical • Surveying  
Waste Management • Construction Monitoring • Materials Testing  
Economic Development • Planning & Permitting • Botanical Surveys

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EXHIBIT A



# CONSULTING ENGINEERS & GEOLOGISTS, INC.

335 S. Main St. • Willits, CA 95490-3977 • 707/459-4518 • FAX: 707/459-1884 • willitsinfo@shn-engr.com

Reference: 416000.072

August 2, 2016

Tom Varga  
Director of Public Works  
City of Fort Bragg  
416 N. Franklin Street  
Fort Bragg, CA 95437

**Subject: Quote for Inspection and Construction Management Services for the Chestnut Street Corridor Project and the 2016 Streets and Alleys Project**

Dear Mr. Varga:

Thank you for the opportunity to provide this quote for inspection, construction management and administration, construction surveying and materials testing services for the above referenced projects. We offer this quote as a starting point to negotiate final scope and cost for these services. You will find our daily rate slightly revised from the quote that I sent via email several weeks ago. We have expanded the scope of our daily tasks to include Resident Engineer services to address construction management/administration responsibilities such as RFI's, Submittals, Change Orders, and weekly construction meetings, etc. Our combined daily rate for inspection, construction management/administration work is based on an eight hour day, plus two hours of travel time. The daily inspection work will be provided by a certified construction inspector/materials testing technician or the Resident Engineer (consistent with current prevailing wage requirements). Inspection work will be scheduled so that the inspector will also provide necessary materials testing. The Resident Engineer services will be performed by a licensed Civil Engineer. Labor compliance, documentation and correspondence with the funding agencies and regulators will be performed by one of our administrative staff. Our daily rate for these services is estimated to be \$1,150. This rate is applicable to both projects and is not dependent on the number of construction days associated with each.

Based on the project-specific information that you provided, our estimated costs for the above described services are as follows:

## Chestnut Street Corridor Improvement Project:

Inspection and Construction Management	\$1,150/day @ 90 DA	\$103,500
Materials Testing	\$2,200	2,200
Construction Surveying	\$14,800	14,800
		<u>\$120,500</u>

## 2016 Streets and Alleys Project:

Inspection and Construction Management	\$1,150/day @ 50 DA	\$57,500
Materials Testing	\$4,200	4,200
Construction Staking	\$26,600	26,600
		<u>\$88,300</u>



Tom Varga

**Quote for Inspection and Construction Management Services for the Chestnut Street Corridor Project and the 2016 Streets and Alleys Project**

August 2, 2016

Page 2

Our quotes are based the project descriptions that you provided, estimated total project costs, and previous experience with similar projects. Our project total quotes for the two projects can be calculated by using our estimated daily rate of \$1,150 for the project duration plus the estimated costs for materials testing and construction surveying. We trust that our understanding of the scope and requested services for these projects is consistent with your needs. We are committed to providing the breadth of services necessary to successfully complete the projects and will adjust our approach as necessary to comply with project requirements and budget. Our work will be billed on a time and expenses basis with a negotiated cost not to exceed for the agreed to scope. We will make every effort to provide only the services necessary and to contain costs.

We have appreciated the opportunity to serve the City of Fort Bragg providing field inspection and materials testing on the Summers Lane reservoir project. Attached is our Firm Description and examples of several recent projects demonstrating our experience in providing similar services to other municipalities. Thank you for this opportunity to again be of service to you and the City of Fort Bragg and please do not hesitate to call me at (707) 459-4518 with any questions or to discuss our quotes.

Sincerely,

**SHN Consulting Engineers & Geologists, Inc.**



Jason Island  
Professional Engineer RCE 64809

JGI: amg

## Firm Description

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SHN Consulting Engineers & Geologists, Inc. (SHN) was founded in 1979 to meet the engineering needs of both the public and private sectors in Northern California. SHN merged in 2003 with T.M. Herman and Associates, a full service engineering and surveying company serving Lake and Mendocino Counties. SHN has grown in concert with progressive technologies, positioning itself for innovation and expansion, while remaining committed to its founding philosophy. SHN is dedicated to contributing to a socially responsible, dynamic, and rewarding environment for its clients, employees, and community. SHN produces high quality work products for its clients, while providing a professional and challenging work experience for its employees. SHN's staff includes over 80 employees of diverse talents, education, training and cultural backgrounds, thus enabling SHN to offer a broad range of services. SHN's professionals and technicians provide project services including geotechnical investigations, conceptual planning, permitting, environmental analysis, surveying, final design, construction materials testing and construction management.

Because quality is an essential element to our success, SHN's Project Managers, Engineers, Construction Managers, and Field Technicians and Inspectors communicate directly and promptly, enabling them to meet client needs effectively. SHN has worked successfully with government and industry on a wide variety of both public and private projects.

SHN's Construction Management Team is comprised of Registered Civil and Geotechnical Engineers, Professional Geologists, Certified Construction Inspectors and Materials Testing Technicians, and Labor Compliance and Project Funding and Development Specialists. Our team has extensive experience managing construction projects from small road construction projects to complex utility facilities.

SHN staff has worked directly with funding agencies such as Caltrans Local Assistance, local redevelopment agencies, US Department of Agriculture (USDA) Rural Development, Federal Aviation Administration (FAA), Federal Emergency Management Authority, (FEMA), and Housing and Urban Development (HUD).

Our construction managers have established procedures to process submittals, administer contract cost controls and schedule compliance, manage inspections and testing to assure quality, to review and recommend change orders and pay requests, to compile a variety of informative reports for distribution to clients, agencies and others, to coordinate with agencies and client, and to facilitate contract closeout. Staff members are well versed in SHN's internal hard copy and electronic work flow systems and with specialized paperwork utilized by various agencies such as Caltrans Local Assistance.

SHN's construction managers and special inspectors are highly trained in all aspects of materials and compliance testing. Our inspectors are certified by Caltrans, American Concrete Institute, American Association of State Highway and Transportation Officials and



*Confusion Hill Hwy 101 Bypass Bridge*



International Code Council. Because our construction managers and inspectors have these qualifications, they are able to provide expert construction observation and quality control. When requested, our inspectors provide Independent Assurance Testing as identified in the Caltrans Quality Assurance Program. Our inspectors are keenly aware of the importance of their role on a construction site, and they work cooperatively with the contractors, agency inspectors and our clients. If the Project conditions call for it, our inspectors can provide construction materials testing with the accreditations that follow.



*Compressive strength testing in our state of the art lab.*

SHN's Materials Testing and Inspection Division maintains dedicated laboratories in its Eureka and Willits offices for engineering construction materials testing. The lab adheres to a quality system based on criteria and guidelines set forth by California Department of Transportation (Caltrans) Independent Assurance Manual, July 2005 and the Quality Assurance Program, December 2008. Our laboratories hold the following certifications and adhere to the following standards for performance:

- **State of California Department of Transportation (CALTRANS)** - Approved for California testing procedures and annually inspected by Caltrans Inspectors.
- **American Association of State Highway and Transportation Officials (AASHTO)** - Fully accepted in the Accreditation Program (AAP)
- **Office of Statewide Health Planning and Development (OSHPD)** - Approved construction materials laboratory with special inspection experience in hospital construction
- **Division of State Architect/Office of Regulation Services (DSA/ORS)** - Accepted into Laboratory Evaluation and Acceptance (LEA) program for testing and inspection agencies
- **National Institute of Standards and Technology (NIST)** - Enrolled in the Aggregate Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) and participates in Proficiency Sample Programs
- **American Concrete Institute (ACI)** - Certified concrete field-testing, and laboratory testing technicians. Lab capabilities of 400,000 pounds for compressive strength testing of concrete cylinders and masonry blocks
- **International Code Council (ICC)** - Certified special inspectors
- **Technologically-Advanced** - Computerized data acquisition instrumentation for Direct Shear, Consolidation, and Unconfined Compression of soils



## Grace Hudson Nature Education Center

### City of Ukiah, Ukiah, CA

SHN's involvement in the project has been continuous from conceptual plans to implementation of construction and has often required the ability to be flexible and innovative in our design solutions.

SHN employed our expertise in Low Impact Development (LID) techniques to plan and design the parking lots, walkways and trails that surround the Grace Hudson Nature Education Center.

#### Project Design:

SHN's goal with the grading plan was to balance the grading elements of the project, and eliminate the need to import or export soils to achieve final design grades.

The drainage plan utilized the natural drainage elements of the site while incorporating new stormwater treatment features. A strong focus on LID techniques maximized opportunities for storm water runoff detention, infiltration, and evaporation.

Existing utilities were utilized as much as possible to reduce costs. SHN investigated opportunities to reduce the extent of underground utilities needed by minimizing utility line distances to new structures.

In addition to providing the design elements necessary for construction of a "green" parking lot, SHN provided additional opportunities to promote alternative modes of transportation in the general Ukiah area by addressing the use of bicycles - providing access along the driveway, bicycle parking and storage areas.

#### Construction Management::

SHN also provided the City of Ukiah with comprehensive construction management services for the project. Our tasks included daily inspections, materials testing, and primary point-of-contact construction management by the project engineer. The design team included many consultants of varying disciplines. We often had to make informed field decisions for the client while insuring appropriate design input from the project team. The project was completed successfully with several challenging deadlines met ahead of schedule. Our success with this project has led to additional work with the City of Ukiah.

#### Project Details:

- Bidding Assistance
- Construction Contract Negotiations
- Engineering Support During Construction
- Daily Construction Inspection

#### Project Contact:

Katie Marsolan  
City of Ukiah  
300 Seminary Ave.  
Ukiah, CA 95482  
707-462-1412

#### Relevance to Chestnut Street:

- Construction Management
- Inspection and Materials Testing
- Construction Surveying



*SHN's approach to the overall engineering elements of the project included a strong emphasis on thoughtful design practices coupled with the goal of resource preservation.*

## **North State Street Sewer Main Improvement Project**

### **City of Ukiah, Ukiah, CA**

SHN contracted with the City of Ukiah to provide Resident Engineering, daily inspection, materials testing and contract management and administration services for the replacement of approximately 2000 feet of sewer main in the busy North State Street corridor. Our Resident Engineer coordinated weekly contractor meetings and reviewed requests of information, change order requests, progress payment submittals and labor compliance. Our field inspector provided daily inspection, monitoring of contractor personnel, oversight of traffic control and site safety plans, attended daily safety meetings and provided daily materials testing of construction materials and placement. For project completion, our Resident Engineer and inspector provided an as-built drawing of the final construction elements, completed daily field reports, compiled final contractor progress and change order payments and ending project construction cost, and coordinated with the City for potential additional future construction to facilitate the completion of the project. SHN and the City are currently exploring a redesign of an intersection impacted by this project utilizing design information acquired during construction.



#### **Project Details:**

- Daily Construction Inspection
- Responded to Requests for Information
- Verification of Contractor's Pay Requests
- Certified Payroll Compliance
- Construction Materials Acceptance Testing
- Special Inspections
- Project Change Negotiation
- Compile As-Built Information

#### **Project Contact:**

Jarod Thiele, Project Analyst  
City of Ukiah  
300 Seminary Avenue.  
Ukiah, CA 95482  
707-463-6755

#### **Relevance to Chestnut Street:**

- Construction Management/ Administration
- Daily Field Inspection
- Construction Materials Testing
- Construction in a Highly Travelled Corridor



## Willits Wastewater Treatment Facilities Upgrade

City of Willits, Willits, CA



The City of Willits wastewater treatment plant produced an acceptable quality effluent for discharge to an adjacent creek and irrigation on local farm lands. However, during non-irrigation discharge periods, the flows in the creek were not sufficient to accept effluent discharge.

SHN's design team developed a solution to the discharge problem which included upgrades to the influent facilities, a new advanced secondary treatment system and a 30 surface acre storage/wetland treatment lagoon.

The City of Willits contracted with SHN to provide construction administration and management during the construction of the new facilities. The construction administration/management team provided the following services for the construction of the Project:

### Project Details:

- Bidding Assistance
- Construction Contract Negotiations
- Engineering Support During Construction
- Labor Compliance
- Funding Compliance
- Environmental Compliance
- Daily Construction Inspection
- Construction Materials Acceptance Testing
- Special Inspections
- Project Change Negotiation
- Project Punch List
- Substantial Completion Determination
- Project Close Out

### Project Contact:

Adrienne Moore, City Manager  
City of Willits  
111 E. Commercial St.  
Willits, CA 95490  
707-459-4601

### Relevance to Chestnut Street:

- Construction Management and Administration
- Daily Field Inspection
- Construction Materials Testing
- Labor and Funding Compliance



SHN