PROFESSIONAL SERVICES AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND 4LEAF, Inc.

THIS AGREEMENT made and entered into at Menlo Park, California, this 30th day of August, 2017, by
and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and
4LEAF, Inc., hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: On-Call Inspection & Management Services

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will
be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work
by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall
hold the other responsible for damages or delay in performance caused by acts of God, strikes,
lockouts, accidents or other events beyond the control of the other, or the other's employees and
agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used
herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
to CITY all project related files, records, and materials within one month after completion of all of
FIRST PARTY’s activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and
continuously and will complete the work in accordance with the schedule of work approved by the
CITY. (See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed project budgeted amount as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quality or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-8740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Gene Barry
4LEAF, Inc.
2100 Rheem Drive, Suite A
Pleasanton, CA 94588
925-462-5959
gbarry@4leafinc.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker’s Compensation and Employer’s Liability Insurance:
   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker’s Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:
   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, but not for the Professional Liability and Worker’s Compensation, which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
## 12. Payment of Permits/Licenses

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

## 13. Responsibility and Liability for Sub-Consultants and/or Subcontractors

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

## 14. Ownership of Work Product

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

## 15. Representation of Work

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

## 16. Termination of Agreement

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of August 30, 2017 through August 30, 2020 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature

Gene Barry

Name

94-3393574

Tax ID#

9/6/17

Date

Vice President

Title

APPROVED AS TO FORM:

William L. McClure, City Attorney

9/18/17

Date

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

City Manager

Title

ATTEST:

Jeneen Boren, DEPUTY

City Clerk, City of Menlo Park

9/21/17

Date

CC Rev 20161010
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
QUALIFICATIONS TO PROVIDE
ON-CALL CONSTRUCTION INSPECTION AND MANAGEMENT SERVICES

FOR THE
CITY OF MENLO PARK
701 LAUREL ST.
MENLO PARK, CA 94025

JUNE 14, 2017
SUBMITTED BY:

4LEAF, INC.
ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK
SECTION 1

Letter of Interest
Staff Expertise

4LEAF staff have specific experience that is specific to the City’s needs:

- Experience monitoring construction activities for compliance with design plans.
- Experience inspecting public works improvements projects.
- Experience inspecting underground utility projects.
- Experience inspecting buildings and facilities.
- Experience inspecting projects with mechanical systems.
- Awareness of ADA requirements and the ability to enforce them.

Availability

4LEAF maintains a large database of experienced staff with varied qualifications. Our staff vary from current full-time staff, idle staff (temporarily between assignments), and pre-qualified staff which include engineers, construction managers, and inspectors who are available subject to client demand. Our staff can work any day, night, part-time and full-time shifts, and we have staff available to meet the City’s needs.

Large Array of Services

We believe that if we are to be successful, we must be able to exceed our client’s expectations. We routinely examine our business practices in order to continuously improve our services. Our philosophy is not to do things the way they’ve always been done, instead, we work with our clients to continually innovate and improve our services.

Basic Services Provided by 4LEAF:

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<tr>
<th>Building Department Services</th>
<th>Construction Management and Public Works Inspection</th>
<th>Engineering / Environmental Services</th>
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<td>- Jurisdiction Inspections:</td>
<td>- Constructability Reviews</td>
<td>- Phase I &amp; II Environmental Assessments</td>
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<tr>
<td>- Residential</td>
<td>- Baseline Schedule Review</td>
<td>- Soil Characterization &amp; Waste Profiling</td>
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<tr>
<td>- Commercial</td>
<td>- Schedule Management</td>
<td>- Health &amp; Safety Plans</td>
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<td>- Complete Building Department Services:</td>
<td>- Traffic Control Monitoring &amp; Compliance</td>
<td>- Storm Water Pollution Prevention Plans &amp; Compliance Monitoring</td>
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<td>- ICC-Certified Building Officials</td>
<td>- Stakeholder Coordination</td>
<td>- Engineering Cost Estimates</td>
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<tr>
<td>- In-House &amp; Off-Site Plan Reviews</td>
<td>- RFI &amp; Submittal Reviews</td>
<td>- Feasibility Studies</td>
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<tr>
<td>- Permit Technician</td>
<td>- Budget Tracking</td>
<td>- Geotechnical Engineering</td>
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<tr>
<td>- California Certified Accessibility (CASp) Inspections and Surveys</td>
<td>- Claims Analysis</td>
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<td>- Property Condition Surveys</td>
<td>- Public Works Inspection</td>
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<td>- Leed Accredited Professionals</td>
<td>- Construction Monitoring &amp; Reporting</td>
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<td>- Inspector of Record Services</td>
<td>- Project Management</td>
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<td>- California Division of State Architect (DSA)</td>
<td>- Project Closeout and Commissioning</td>
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<tr>
<td>- California Office of Statewide Health Planning &amp; Development (OSHPD)</td>
<td>- Administrative Support</td>
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SECTION 2

Firm Organization
Construction Management and Engineering Services

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

We are very proud of our capabilities to provide a broad array of CM and inspection talent throughout the industry. **4LEAF staff wear “multiple hats”** and are qualified to perform a wide variety of services for a wide range of projects. Our construction managers and inspectors come from diverse backgrounds and possess varying formal education degrees and certifications and on-the-job training. Whether its small or large projects for private clients or large municipal jurisdictions, **4LEAF has the depth of resources** to provide the right staff to fit the needs of the project.

4LEAF maintains a **large database of experienced staff with varied qualifications**. Our staff vary from current full-time staff, idle staff (temporarily between assignments), and pre-qualified staff which include engineers, construction managers, and inspectors who are available subject to client demand.

<table>
<thead>
<tr>
<th>Title</th>
<th># of Staff</th>
<th>Title</th>
<th># of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Engineers (PE, SE)</td>
<td>20</td>
<td>ICC Permit Technicians</td>
<td>8</td>
</tr>
<tr>
<td>Code Enforcement Staff (PC832)</td>
<td>8</td>
<td>CASp</td>
<td>8</td>
</tr>
<tr>
<td>Construction Managers/Inspectors</td>
<td>18</td>
<td>QSD/QSP</td>
<td>3</td>
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<tr>
<td>ICC Certified Building Officials</td>
<td>10</td>
<td>Registered Architects</td>
<td>3</td>
</tr>
<tr>
<td>ICC Certified Plans Examiners</td>
<td>26</td>
<td>ICC Certified Inspectors &amp; Inspectors of Record</td>
<td>90+</td>
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</tbody>
</table>
Section 3 - Personnel

The ultimate success of any project depends on providing highly qualified staff that can work effectively in a team environment or individually. 4LEAF is proposing Gene Barry, P.E as our Principal-in-Charge and Greg Ow, P.E., as our Project Manager. Below are brief descriptions for Gene and Greg. 4LEAF has provided an organizational chart at the end of this section, and full resumes for Gene, Greg and our proposed construction managers and inspectors are provided immediately following this section.

Principal-in-Charge
Gene Barry, P.E. is a Vice President of 4LEAF and is a registered Civil Engineer in California and Nevada. Gene has more than 24 years of construction, engineering, and project management experience. He has experience as a project manager, construction manager, environmental engineer, field engineer, construction surveyor, soils tester, quality assurance inspector, and design engineer. Gene is a California Qualified SWPPP Developer (QSD) and has extensive experience preparing storm water pollution prevention plans (SWPPP). He is also very knowledgeable regarding the State of California’s new General Construction Permit for storm water discharges. He has extensive project management experience including reviewing plans and specifications and their conformance to the project scope of work, developing and monitoring project schedules, establishing a project scope of work, performing bid evaluation and cost-benefit analyses, preparing and evaluating detailed cost estimates, and monitoring project budgets.

Project Manager
Greg Ow, P.E. is a registered Civil Engineer in California with more than 33 years of civil engineering experience ranging from design through program/construction management of complex infrastructure projects including but not limited to underground utilities; pump stations; water/wastewater treatment plants; roadway rehabilitation, grading, excavation, and installation; erosion control; and bridges and retaining structures. Greg brings practical knowledge from his professional experiences as both the wastewater and water treatment plant operator. Drawing from his civil engineering design experience, Greg has well rounded experience in providing valuable input into constructability reviews, cost estimating, schedule reviews, and construction management services.
Gene Barry, P.E.
Principal-in-Charge

Experience Summary
Gene has more than 24 years of engineering and project management experience. He has experience as a project manager, construction manager, environmental engineer, field engineer, construction surveyor, soils tester, quality assurance inspector, and design engineer. He has extensive project management experience including reviewing plans and specifications and their conformance to the project scope of work, developing and monitoring project schedules, establishing a project scope of work, performing bid evaluation and cost-benefit analyses, preparing and evaluating detailed cost estimates, and monitoring project budgets. Gene is a California Qualified SWPPP Developer (QSD), has extensive experience preparing storm-water pollution prevention plans (SWPPP), and is very knowledgeable regarding the State of California's new General Construction Permit for stormwater discharges.

Select Project Experience

City of Pacifica
Wet Weather Equalization Basin
Project Manager
Gene is 4LEAF’s Principal-in-Charge and Project Manager for this project in which 4LEAF provided project management services during the design phase and is providing CM and inspection services for the construction phase. The project includes a new 2.1 million gallon wet weather equalization basin that will be constructed to prevent discharge of untreated stormwater and sanitary sewer from the sanitary sewer collection and conveyance system during peak storm events.

Manager for the City of Walnut Creek Geary Road Improvement Project, which connects Pleasant Hill Road with Treat Boulevard, and serves as the only arterial connection between northwestern Walnut Creek and the Pleasant Hill BART station. The intent of the project was to improve overall transportation efficiency and pedestrian/bicycle safety through the construction of continuous dual left-turn lanes, an on-street exclusive bike lane, a pedestrian sidewalk, street parking, and landscaping. Most of the 18-in. to 30-in. PVC storm drain installation had to be redesigned due to multiple
Greg Ow, P.E.
Project Manager

Experience
33 years

Registrations
Registered Civil Engineer, California, No. 37002.

Education
B.S. Civil Engineering, 1979, University of California, Berkeley
M.S., Environmental Management, 1987, University of San Francisco

Certifications
30-hour OSHA 2014

Affiliations
American Water Works Association (AWWA)
American Council of Engineering Companies (ACEC)
California Water Environment Association (CWEA)
American Public Works Association (APWA)
American Society of Civil Engineers (ASCE)

Experience Summary
Greg has more than 30 years of civil engineering experience including design and construction management of public infrastructure projects throughout northern California. These projects have included managing highway construction projects for Caltrans and streets and roads for local agencies. Projects have included major bridges, new freeways, major local arterial widenings, including new streetscapes with major underground and overhead utility relocation coordination issues.

Greg has also worked on eight water and wastewater treatment plant projects throughout northern California. His roles on these projects have progressed from Project Design Engineer, Inspector, Resident Engineer to Project Manager.

Select Project Experience

City of Mill Valley
Miller Avenue Streetscape Project

Project Manager
Greg is the Project Manager for the $13.5 Million Miller Avenue Streetscape Project, which is one of the largest Public Works project ever undertaken by the City of Mill Valley. The project will dramatically improve multi-modal movements for pedestrians, bicyclists, and motor vehicles. It will install new underground utilities, recycle and rehabilitate over 8 lane-miles of asphalt pavement, replace sidewalks, utility boxes, streetlights, hardscaping and landscaping to beautify over 2 miles of Miller Avenue, one of two major thoroughfares into downtown Mill Valley. The project includes sewer rehabilitation using a combination of pipe bursting, cured-in-place lining, and open trench pipe removal and replacement, and recycled asphalt processes including Full Depth Asphalt Reclamation (FDR) and Cold In-Place Recycling.

Caltrans District 1
Highway 101 Laytonville Pavement Rehabilitation Project

Project Manager
Greg provided construction management support to Caltrans supervising three construction inspectors, an office engineer, as well as materials testing and construction staking services. Highway 101 through Laytonville (approximately 25 north of Willits) becomes a local arterial with one travel lane in each
Ryan Perry, PE, CPESC (QSD)

Construction Manager / Inspector

Experience
18+ years

Education
BS, Mechanical Engineering, U.S. Naval Academy, 1997

Certifications
Defense Acquisition Certification Level I (Warranted Contracting Officer)
Certified Professional in Erosion and Sediment Control
California Stormwater Quality Association (CASQA), Qualified SWPPP Developer/Practitioner (QSD/QSP)

Registrations
Professional Mechanical Engineer, CA (Reg. #M32574)

Training
Lorman Education Services
- Nuts and Bolts of Mechanic’s Liens, Bonds, Stop Notices and Claims: Getting Paid from the Project Without a False Claim (2/15/05)
- California Land Use, Development and CEQA Practice (9/30/05)
- Building Codes (3/16/06)

APWA
- Construction Inspection: A Review Workshop (9/9/07)

U.S. Army Corps of Engineers
- Construction Quality Management for Contractors (4/5/13)

Compliance Solutions
- 40-hour Hazardous Waste Operations and Emergency Response (Dec-08)
- Annual 8-hour Refresher Hazardous Waste Operations and Emergency Response (Dec13)

Experience Summary

Ryan is a California-registered Professional Engineer with more than 18 years of experiences, including over four years with the U.S. Navy Civil Engineer Corps, as an inspector and resident engineer/construction manager for a wide variety of projects ranging from evaluations of existing facilities to new construction of sanitary sewer lines, storm drain lines, water lines, utility trenches, sidewalks, curbs, gutters, driveways, ADA ramps, streets & roadways, streetlights, sound walls, landscaping, traffic signals, EBRPD trails, and transportation facilities.

Select Project Experience

City of Cupertino
Public Works Improvement Projects

Resident Engineer
Ryan is performing inspections and oversight as a Resident Engineer for the City of Cupertino on numerous Public Works improvements being performed in the City associated with the construction of a new campus for a South Bay-based technology company. Improvements include installing new storm drain lines, sanitary sewer lines, potable and recycled water lines, relocation of existing underground utilities, intersection improvements, curb and gutter improvements, and paving.

Mountain House Community Services District (MHCSID)

Resident Engineer
Ryan oversaw the inspection services for the development of the new community of Mountain House, CA for six years, with the last three years in an on-call capacity. He was responsible for the quality construction of the public infrastructure for the residential areas of this new development which includes over 25 miles of sewer, storm, & water lines; recycled water, curb, gutter, & sidewalk; all arterial and in-tract roadway paving; landscaping, street lights, traffic signals, sound walls, entry structures, parks, and bridges. At the request of the MHCSID, he also oversaw the construction of the Mountain House Parkway/Byron Rd. improvements, the Pulte Homes Private apartment infrastructure at Cambridge Place, and the Central Community Park (Phase 1) Improvements. Ryan coordinated the contractors’ construction while ensuring that they are building the improvements to the plans &
Experience
14+ years

Education
University of California, Berkeley BS Civil and Environmental Engineering (Construction Management).

Registrations
Registered Civil Engineer, CA, No. 81721.

Experience Summary
James has more than 14 years of experience performing inspections, construction management, and office engineering on major public works projects. This experience includes performing inspections on underground utility installation projects, multiple Caltrans roadway projects, and levee/drainage projects including the Sacramento River East Levee Project. James has worked on behalf of cities and towns as a construction representative and as a liaison interfacing with local residents and business owners.

James experience includes working on all phases of construction management including estimating, preconstruction, scheduling, budgeting, engineering, change orders, and project close-out. He has performed project control responsibilities for transportation agencies including Valley Transportation Authority and Central Puget Sound Regional Transit Authority. James is well versed in Caltrans policies and procedures.

Select Project Experience

City of Hayward
Construction Inspector
4LEAF recently provided supplemental construction inspection services to augment the City of Hayward’s inspection staff. James provided inspection services for the AC overlay and pavement rehabilitation of nearly 100 residential roadways throughout the City. Various methods of pavement rehabilitation were used including Full Depth (Asphalt) Reclamation (FDR), Cold In-Place Recycling (CIR), and Hot-in-Place Recycling (HIR). The $14 Million project also included concrete flatwork to update sidewalks and more than 300 curb ramps to current ADA standards.

City of Roseville – PG&E Pipeline 123 Replacement
Public Works Inspector
James provided inspection services on behalf of the City of Roseville on this Pacific Gas and Electric pipeline replacement project. As part of its Pipeline Safety and Enhancement Plan, PG&E replaced approximately 3.1 linear miles of natural gas line 123 extending between Blue Oaks Boulevard on the north and Baseline Road on the south of Roseville. The new 16-inch steel pipeline more than doubles the current capacity of the previous 12-inch-diameter steel pipeline. The project was constructed with horizontal directional drilling, jack-and-bore, and open-trench construction techniques.

James’ responsibilities included performing quality assurance inspections, monitoring the contractor’s work, ensuring the Traffic Control Plan was enforced and working as needed, monitoring measures for
Experience
37 years

Training / Classes
30-hour OSHA Construction.
DM 385-1-1 40-hr Construction Hazard Awareness.
Subcontractor Management.
Construction Safety Coordinator
Safety Coordinator / Hazardous Waste.

Affiliations
Member, Construction Management Association of America

Experience Summary

Norman is a senior construction manager and inspector with 37 years of experience in the construction industry including 13 as a construction manager. He began his career as a union carpenter and is now a seasoned construction manager with construction management experience on projects that include underground utilities (storm drain, sanitary sewer, and water mains), water treatment and wastewater facilities, environmental cleanup sites including U.S. EPA-funded sites. He has also managed habitat restoration projects, pipelines, facilities, and roadway improvement projects. He has a substantial quality assurance inspection background. Much of his experience has been in the western United States with the majority of the work performed throughout California.

Norman’s experience as a construction manager and inspector allows him to “wear multiple hats” and perform multiple roles on a project that results in major cost savings to clients. He has extensive expertise in the geotechnical aspects of construction, including inspecting engineered fill, landfills, roadway embankments, and trench excavation and backfill. He interprets plans and specifications, administers construction contracts, inspects for safety and contract compliance, coordinates permitting compliance activities, performs construction surveying, implements traffic control plans, and coordinates all construction inspection and engineering reviews. His many years as a carpenter and a general superintendent have given him the knowledge of what it takes to perform certain tasks as well as the capabilities of all types of equipment and tools.

Select Project Experience

Sacramento Regional County Sanitation District
EchoWater Project
Commissioning Agent

Norman Akana is providing Commissioning Services for the EchoWater Project. The EchoWater Project is among the largest public works projects in Sacramento’s history. To meet the requirements of new State mandates issued in 2010, the treatment plant needs a major upgrade. The mandate requires new processes, including nutrient removal, filtration, additional disinfection, and more. This new system, will produce cleaner water for discharge to the Sacramento River, as well as for potential reuse as recycled water (e.g., for landscape and agricultural irrigation).

4LEAF’s scope includes clean water commissioning work, Site Integration Testing, Vendor training, Start Up Reliability Acceptance Testing, and other tasks thru final acceptance, and Norman’s responsibilities include preoperational testing for pre-commissioning and coordinating all scheduling, operations, maintenance, inspections, tests, adjustments, and measurements for the EchoWater Project.
Experience
33 + years

Education
University of Texas at Austin, Austin, TX
Master of Science in Civil Engineering
1981 to 1983

National Cheng-Kung University Bachelor of Science in Civil Engineering
1977 to 1981

Registrations
Registered P.E. in California and Texas

Experience Summary
Steve has more than 33 years of extensive experience in engineering, design, and construction management of road, bridge, drainage, bike/pedestrian facility, and infrastructure projects. He has a sound engineering background and technical knowledge and excellent skills in project planning, budgeting, and execution. Extensive experience.

Steve brings strong leadership skills in project management and team building.

Select Project Experience

Palmetto Ave. Streetscape Project, Pacifica, CA
Construction Manager
Construction Manager for this $3.5 Million streetscape project to enhance safety and visual appearance of Palmetto Ave. Improvements include planter area bulb-outs, crosswalks, ADA accessible ramps, streetlights, landscaping, bicycle racks, bicycle lanes, recycled water irrigation system, and pavement resurfacing.

Transportation and Natural Resources Department, Travis County, Austin, TX
Transportation CIP Manager
2012 - 2017
Directed Capital Improvements Program, field survey and construction inspection for County’s transportation systems and public facilities. Planned and developed long range CIP program. Secured funding through bond referendum, annual budget, grant applications or public-private partnership. Prepared operating and capital budgets. Managed engineering consultant selection and professional service agreement development. Implemented QA/QC program. Developed policies and procedures for compliance with federal, state and local ordinances, regulations, and laws. Prepared and presented program report to County Executives and Commissioners. County Liaison with TxDOT, rail authority, and Metropolitan Planning Organization (MPO) on regional planning. Reviewed program activities, evaluated outputs and provided performance enhancement recommendations.

Transportation and Natural Resources Department, Travis County, Austin, TX
Engineering Manager
2007 - 2012
Lead engineering services for various functions including long range transportation system planning, bridge system enhancement, road and arterial design, traffic signals improvements, drainage/flooding
A.E. “Drew” Gidlof III
Construction Manager / Inspector

Experience
20 years

Education and Training
Cal Trans Resident Engineer (RE)
Academy Graduate
Storm Water Pollution Prevention
Program (SWPPP), General Permit
and MS4 Training
Bachelor of Science, Management &
Computer Science, Park College,
Parkville, Missouri
Associate of Science, Management
Park College, Parkville, Missouri
Associate of Science, Community
College of the Air Force (CCAF)
Training and System development

Experience Summary
Drew is an experienced Construction Manager, Project Manager, and Inspector with more than 20 years of field and management experience directing, organizing, coordinating and administrating roadway projects and other public works construction projects for public entities including the City of West Sacramento. As a graduate of the Caltrans Resident Engineer Academy, Drew has an in-depth understanding of the project tracking and reporting requirements for Caltrans and Federally-funded projects.

Drew’s skills and expertise include construction inspection, project management, documentation, budgeting, scheduling, grant compliance reporting, and labor and SWPPP compliance tracking and reporting.

Drew recently managed two large roadway projects for the City of West Sacramento that included streetscape and pedestrian improvement projects, utility relocation, excavation, grading, drainage systems, water and sewer systems, and ADA pedestrian paths. He has experience on environmentally sensitive projects handling issues such as contaminated soil and other hazardous materials.

Affiliations
Member - West Sacramento Rotary
Club since 2007; currently serves on
the Club Board of Directors
District 5180 Assistant Governor (2010-
2013)

Select Project Experience

City of Mill Valley - Miller Avenue Streetscape Project
Construction Manager
Drew is the Construction Manager for this $13.5 Million project where 4LEAF is providing the CM and Inspection services. The Miller Avenue Streetscape Project is one of the largest Public Works project ever undertaken by the City of Mill Valley and will dramatically improve multi-modal movements for pedestrians, bicyclists, and motor vehicles. It will install new underground utilities, recycle and rehabilitate over 8 lane-miles of asphalt pavement, replace sidewalks, utility boxes, streetlights, hardscaping and landscaping to beautify over 2 miles of Miller Avenue, one of two major thoroughfares into downtown Mill Valley. This major capital improvement project has garnered a large amount of attention from local residents, business owners, City elected officials, and all City staff.
Steve Cozad
Construction Manager / Inspector

Experience
30 years

Education
Bachelor of Science,
Oceanography, Humboldt State
University

Licenses:
California Contractors License
Classification: A, B, C-10

Training
AGC Project Manager's Training

Experience Summary
Steve has more than 30 years of experience successfully managing and inspecting public works construction projects. His duties have included all aspects of contract management, such as estimating and scheduling, tracking submittals, equipment and materials, and directing field operations.

Steve has provided project management and inspection services on numerous public works projects including civil improvements, underground utility installations and relocations, Caltrans drainage systems, and excavation and grading, as well as large diameter mechanical piping associated with pump stations and treatment plants.

Steve brings a strong background in administrative management including developing and maintaining cost accounting systems, accounting, capital investment, payroll, negotiating contracts, negotiating extra-work and change orders, and preparing and negotiating settlements and personnel administration.

Select Project Experience

SR89 Mousehole Pedestrian Improvement Project
Truckee
Construction Manager
Steve was a Construction Manager for this long awaited federally-funded project that constructed a multi-use path and pedestrian tunnel along the east side of State Route 89 Highway 80. The tunnel was a UPRR underpass and was constructed under UPRR, Caltrans, and FHWA oversight. The new multi-use path is 10-feet wide concrete surfaced shared-use path that supports safe walking or bicycling and is separated from motor vehicle traffic.

California Department of Parks and Recreation
Core Area ADA Improvements Big Basin Redwoods State Park
Construction Inspector
Steve served as the construction inspector on this State Parks project that provided ADA improvements including two new restroom buildings, parking areas, walkways, and associated flatwork at Big Basins Park in Santa Cruz County, California. Steve was responsible for performing daily construction inspections, providing detailed daily reports, processing submittals, and other tasks.
John Rebenstorff
Construction Manager / Inspector

Experience
30 years

Education
B.S. Mechanical Engineering
Brentwick University

Certifications
General Contractor (B)/C20/with HIC
CA License No. 783544
Certified Commercial Inspector

Training/Teaching Experience
Developed and taught classes and seminars on:
- Inspecting Commercial Properties
- Inspection Report Writing
- Inspecting Residential Properties
- Testing and Inspecting Heating, Ventilating, Air Conditioning, Boilers and Solar Systems

Experience Summary
John has more than 30 years of construction management and inspection experience in both the public and private sectors. He has experience in observing, monitoring, and reporting on all phases of construction including architectural, electrical, mechanical, HVAC, lift stations, paving, underground utilities, and plumbing systems, and ADA compliance.

His construction management services have included enforcing compliance with plans and specifications, documenting the Contractor's work, identifying deficiencies, quality assurance, daily inspection reports, ordering and coordinating specialized testing, quantity verification, documenting force account work, recording manpower, progress monitoring, as-built drawings records, maintenance of construction records, and daily digital pictorial logbook.

John has provided individual and classroom training on Construction Inspection for the American Institute of Inspectors. He has also provided training classes and seminars on inspecting at National and State Inspection Association Conferences. John has written and published articles on inspection issues.

Select Project Experience

City of Stockton Department of Public Works
Civic Auditorium HVAC Upgrade
Inspector/Co-Construction Representative
4LEAF's John Rebenstorff is currently working on the HVAC System Upgrade for the City of Stockton Civic Auditorium, which is nearing completion. The project upgrades the entire HVAC system for the facility, which involves the replacement of the boiler, chiller, cooling tower and air handling units; conversion to a hot water system for heating; installation of electronic controls; and an energy management system.

John developed and observed the installation, start up, and verification checklists (ISV's) and functional performance tests (FPT's), which make up the validation portion of the LEED commissioning prerequisite. John worked with the factory rep to commission the boiler, and completed functional tests of the HVAC and BAS systems. He conducted weekly meetings to schedule ISV's/FPT's and resolve issues, and developed the orientation and training plan for the related Mechanical/Electrical/Plumbing system, and set up and provided the inspection duties, commissioning, and project management support to the City of Stockton.

4LEAF, Inc.
Edwin P. Ekberg  
Construction Manager / Inspector

Experience Summary

Ed has more than 35 years of experience specializing in large-scale construction projects. He has experience as a Construction Manager, Inspector and QA/QC senior manager with a proven record of accomplishing and completing projects on time and under budget in extraordinarily challenging circumstances and under near-impossible delivery schedules. Ed has provided CM and inspection services for the rehabilitation of existing storm drain pipes and manholes and sanitary sewer upgrades for existing gravity and force mains. His pipeline inspection experience includes inspecting various methods of pipeline installation including jack and bore, slippining, directional drilling, and pipe bursting. He also has experience inspecting AC improvements, bridges, waterlines, soundwalls, overhead sign structures, and ensuring sidewalks and curb ramps are ADA Compliant and SWPPP compliance is met, as well as performing public outreach.

Select Project Experience

City of Mill Valley
2016 Street and Sanitary Sewer Improvement Project
Senior Construction Inspector

Ed was the Construction Inspector for sanitary sewer upgrades for existing gravity and force mains including service laterals at various locations throughout the City of Mill Valley. He reviewed CCTV inspections for new mains; and inspected ADA Compliant upgrades of existing ramps and curbs, rehabilitated existing storm drain piping and sanitary sewer manholes, mill and replace HMA on various streets and slurry seal. Ed was responsible for scheduling 3rd party testing services, monthly pay estimate review for contractor payments, as-built drawing updates. He attended and conducted weekly progress meetings and performed SWPPP compliance inspections.

Town of Windsor
Construction Manager / Inspector

Ed provided construction management and inspection duties for this project, which included installing 1,200 linear feet of class 2 – 36-inch storm drain for the Pool Creek Subdivision by the boat method. The storm drain pipe was installed using cut and cover techniques. Ed was responsible for providing utility coordination, preparing daily inspection reports, documenting manpower, equipment, and time for...
Michael LaBonte
Construction Manager/Inspector

Experience
18 years

Education
BS, Construction Management, 1986
California State University, Chico

Certifications/Training
HAZMAT – 40 hours
40 Hour OSHA HAZWOPER, Including 8 hour annual refresher
County of Humboldt – Certificate of Proficiency in Construction Materials Testing (CTM 231, Relative Compaction, Nuclear Gauge)
Caltrans Stormwater Pollution Prevention Plan (SWPPP)
Cal-Osha Trenching and Excavation Standards of California, Competent Person and Confined Space Trained
Nuclear Gauge Operator
Cal Trans Manual of Traffic Control Certified, 1995

Experience Summary
Michael has more than 18 years of experience in the construction industry. He has provided construction management and inspection services on a variety of projects for public agencies and private developers throughout the state of California.

Michael has first-hand knowledge of Caltrans standard plans/specifications, traffic control activities and drainage standards. He has worked with underground, masonry, excavation, structural steel, helical screw, wood framing and finishes, concrete, asphalt and thermoplastic striping. His masonry experience includes repointing, spall repair, crack repair, injection grouting with cementitious grout, mortar classifications and waterproofing. He has expertise with temporary shoring facilities, storm water pollution prevention and lead/asbestos abatement. He has worked with natural/cultural resources. Michael inspires productive relationships with all members of the team.

Select Project Experience

CA State Dept of Parks & Recreation - MacKerricher State Park, Pudding Creek Trestle Reconstruction

Construction Inspector
The Pudding Creek Trestle Bridge is a part of the historic Haul Road that joins different parts of MacKerricher State Park, from Pudding Creek to Ten Mile Bridge. DPR, in conjunction with the Ten Mile Coastal Trail Foundation re-constructed the historic trestle bridge. This was a highly visible and historically important project, as the trestle was not only important to the DPR, but also to the city of Fort Bragg.

This project was particularly challenging due to site sensitive constraints including archaeological site and endangered species monitoring. As project Inspector, Michael was responsible for keeping project documents (electronically and hard copies), including inspection requests, daily reports, RFI’s, correction notices, extra work orders, and back charges to contractors.

Prairie Creek Redwoods State Park, Humboldt County, CA
Public Use Improvements & ADA Modifications

Construction Manager/Inspector
Michael provided construction inspection services for this project that replaced the existing water storage tank, well house building and various components of the water production system at Prairie Creek Redwoods State Park. The existing water delivery system had to be maintained during the course
Mark Thrailkill

Construction Inspector

Experience Summary

Mark has more than 28 years of construction inspection and civil plan review experience. Mark's responsibilities have included performing construction management and inspections for various street and park improvement projects. He also has extensive experience performing inspections on grading and earthwork projects, pedestrian and drainage facilities, traffic signal and utility installations and relocations, installation of erosion control BMPs, AC and PCC pavement construction, and retaining wall construction (CMU's, precast, cast-in-place concrete).

Mark also has experience in preparing quantity calculations, performing materials sampling and control, assuring compliance with plans and specifications, performing construction staking and surveying, coordinating with utility and railroad companies, and performing civil plan review for subdivisions. He is also well versed in Caltrans policies and procedures.

Select Project Experience

City of Mill Valley

Miller Avenue Streetscape Project

Construction Inspector

Construction Inspector for this $13.5 Million Miller Avenue Streetscape Project, which is one of the largest Public Works project ever undertaken by the City of Mill Valley. The project will dramatically improve multi-modal movements for pedestrians, bicyclists, and motor vehicles. It will install new underground utilities, recycle and rehabilitate over 8 lane-miles of asphalt pavement, replace sidewalks, utility boxes, streetlights, hardscaping and landscaping to beautify over 2 miles of Miller Avenue, one of two major thoroughfares into downtown Mill Valley. The project includes sewer rehabilitation using a combination of pipe bursting, cured-in-place lining, and open trench pipe removal and replacement, and recycled asphalt processes including Full Depth Asphalt Reclamation (FDR) and Cold In-Place Recycling.

City of Walnut Creek

Geary Road Phase 3 Improvements Project

Construction Representative

As 4LEAF's on-site representative, Mark is performing public works inspections for this $10 million project to improve the overall transportation efficiency and pedestrian/bicycle safety through the construction of continuous dual left-turn lanes, an on-street exclusive bike lane, a pedestrian sidewalk,
Anthony Fanucchi
Construction Inspector

Experience
21 years

Certifications
2009 Caltrans Office Procedures
2009 Cal Berkley Resident Engineer Certification Course
2010 Caltrans, CT 125 (4 phases)
2005 Storm Water Pollution Prevention Plan (SWPPP) Fines and Laws
2009 40 HR SWPPP Training
2005 CPESC Certification
2009 Caltrans Office Engineer Certification
97-03 Grade 1 Waste Water Treatment Plant Operator
97-03 Grade 1 Water Treatment Plant Operator
1999 Backflow Tester Certification
2001 Backflow Specialist Certification
2002 Grade 2 2000 Confined Space Cert, Chlorine Certification
93-94 PC 832 Module A & B Police Academy Graduate (Reserve Police Officer Academy)

Experience Summary
Anthony has 21 years of experience in the construction industry. He has provided construction inspection services on a variety of projects for public agencies and Caltrans, as well as owned and operated his own consulting firm specializing in SWPPP compliance. His experience includes public works inspections specializing in roadways, highways, and drainage systems, and various underground utilities.

Anthony is well versed in complying with Cal-OSHA and Caltrans Standard Plans and Specifications. He has strong interpersonal skills that allow him to effectively communicate with fellow employees, working cooperatively with city inspectors, project managers and engineers to find solutions to unforeseen complications that might arise while working on construction improvement projects.

Select Project Experience

City of Cupertino
Public Works Improvement Projects
Construction Inspector
Anthony is part of a team performing inspections and oversight as a Public Works Inspector for the City of Cupertino on numerous Public Works improvements associated with the construction of a new campus for a South Bay-based technology company. Improvements included installing new storm drain lines, sanitary sewer lines, potable and recycled water; the relocation of various existing underground utilities; intersection improvements; curb and gutter improvements; street lighting and traffic signal installation; pavement delineation; and new asphalt paving.

SR89 Mousehole Pedestrian Improvement Project
Truckee
Construction Inspector
Anthony was a Construction Inspector for this long awaited federally-funded project that constructed a multi-use path and pedestrian tunnel along the east side of State Route 89 Highway 80. The tunnel was a UPRR underpass and was constructed under UPRR, Caltrans, and FHWA oversight. The new multi-use
Hassan Alkhatib
Construction Inspector

Experience Summary
Hassan has more than 15 years of experience in the field of inspection and contract administration. He has experience in the transportation industry, freeways and airports for both the State of California (Caltrans) and Arizona (ADOT) as a consultant.

Select Project Experience

2016 and 2017 Concrete Projects, Walnut Creek, CA

Construction Inspector
Hassan is providing inspection services for the installation of more than 100 new ADA curb ramps throughout the City. Other components of this $1.6M project include HMA milling and paving; concrete curb, sidewalk, and valley gutters; traffic striping and signing; pedestrian push buttons; and solar speed radar and flashing pedestrian signage. Many locations are along heavily travelled roadways throughout the City, and extensive traffic control is required. Most of the locations are in residential neighborhoods, and Hassan is providing public outreach services to ensure property owners are satisfied with improvements within the vicinity of their property.

Caltrans District 8—I-40 Rehabilitation Project, 8-SBd-40-R28.1/R51.0, San Bernardino County, CA

Construction Inspector
Hassan conducted construction inspections for asphalt paving, earth work, and drainage to assure that the contractor’s work conformed to the project specifications. Coordinated with contractor on pay requests, traffic closures and safety, and prepared daily diaries. This $50M project involved asphalt cold plane, Hot Mix Asphalt (HMA) replacement and overlay and MBGR installations.

Caltrans District 8—Calimesa and Beaumont Freeway Widening, San Bernardino, CA

Field Inspector
This $50M project included pavement rehabilitation, bridge and concrete barrier construction. Hassan conducted construction inspections on concrete and asphalt paving, earth work, and drainage to assure the contractor’s work conformed to the project specifications. Prepared daily activity records/reports and assisted the RE with administrative duties; maintained files, tracked submittals and RFIs, and prepared Change Orders and weekly meeting minutes.
SECTION 4

Experience
City of Hayward 2016 Pavement Rehabilitation Project

4LEAF provided supplemental construction inspection services to augment the City of Hayward’s (City) inspection staff. The project included AC overlay and pavement rehabilitation using various methods of between 90 and 100 residential roadways throughout the City. The City recently completed the first of three (3) phases for this $14 million project. The project also included concrete flatwork to update sidewalks and more than 300 curb ramps to current ADA standards. In addition to providing inspection services, 4LEAF monitored the contractor’s traffic control. AC pavement methods included; full depth (asphalt) reclamation (FDR), cold in-place recycling (CIR), hot-in-place recycling (HIR).

Project Owner: City of Hayward
Client Contact: Jason Whipple
Client Telephone: (510) 583-4755
Project Status: Completed December 2016

City of Walnut Creek Geary Road Phase 3 Improvement Project

4LEAF provided part-time CM and full-time inspection services to the City of Walnut Creek for the $10 M Geary Road Phase 3 Improvements Project. The project improved the overall transportation efficiency and pedestrian/bicycle safety through the construction of continuous dual left-turn lanes, an on-street exclusive bike lane, and a pedestrian sidewalk. Other components included street parking, landscaping, traffic signals, street lighting, and a new roadway section utilizing the FDR process.

Services performed by 4LEAF included:
- Monitoring and documenting the contractor’s work for adherence to contract plans and specifications.
- Maintaining thorough daily inspection reports and providing continual review of plans and specifications.
- Providing daily interface with local residents, businesses, utility providers, and multiple jurisdiction staff.
- Coordinating all special inspections and materials testing and collecting and maintaining digital photographs.
- Documenting information related to manpower, equipment, and time for extra work.
- Continually monitoring the contractor’s traffic control to ensure compliance with the traffic control plan.
- Providing accurate measured quantities and reviewing pay estimates submitted by contractor.
- Meeting with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and maintaining set of "as-builds"

Client Name: City of Walnut Creek
Client Contact: Scott Wikstrom, P.E.
Client Telephone: (925) 943-5899
Client Address: 1666 North Main Street, Walnut Creek
Client Email: Wikstrom@walnut-creek.org
Project Dates: February 2014 – December 2015
Construction Cost: $8.5 M

Key Personnel:
Gene Barry, P.E. PIC
Tricia Baxter, P.E. – Part-time CM
Mark Thrailkill – Project Inspector
City of Mill Valley Miller Avenue Streetscape Project

4LEAF is providing the CM and Inspection services to the City of Mill Valley for this major $13.5M capital improvement project which will dramatically improve multi-modal movements for pedestrians, bicyclists, and motor vehicles. It will install new underground utilities, rehabilitate asphalt pavement; and replace sidewalks, utility boxes, streetlights, and landscaping to beautify more than two miles of Miller Avenue. Project includes the Full-Depth-Reclamation (FDR) and Cold-in-Place Recycling (CIR) asphalt paving methods, as well as various sanitary sewer rehabilitation methods including pipe bursting, cured-in-place lining, and open trench pipe removal and replacement.

This project is broken into two separate projects because of funding sources. 4LEAF is providing separate documentation to accommodate the Federally-Funded project, which is at north end of Miller Avenue and includes concrete sidewalk, curb, gutters and curb ramps.

Services performed by 4LEAF include:

- Close collaboration, led by the CM team, between the City staff, design firm, construction contractor, and 4LEAF’s subconsultants for materials testing/special inspection and schedule management.
- Extensive daily public outreach and communications with downtown business owners concerning issues such as access to their properties; collecting daily photographs of construction activities.
- Managing project documentation according to LAPM requirements as required for federal funds.
- Providing daily inspections and daily report documentation of job related activities.
- Continually monitoring the contractor’s traffic control for compliance with the traffic control plans.
- Monitoring and documenting the contractor’s work for adherence to contract plans and specifications.
- Providing continual review of plans and specifications and monitoring of project schedule and budget.
- Developing “punch list” items and following-up with corrective measures with the City’s staff.

Client Name: City of Mill Valley
Client Contact: Andrew Poster, P.E., T.E. - DPW
Client Address: 26 Corte Madera Avenue, Mill Valley
Client Telephone: (415) 384-4800
Project Dates: June 2016 – October 2017 (estimated)
Construction Cost: $13.5M

Key Personnel:
Gene Barry, P.E. – PIC
Greg Ow, P.E. - Project Manager
Drew Gidlof – Construction Manager
Mark Thrailkill - Construction Inspector
Governor’s Mansion SHP – Governor’s Mansion Interior Improvements

Under our On-Call PM and CM Services Contracts, 4LEAF provided Program Management, Project Management, CM and Inspection Services for this project.

This historic renovation project involved the preservation and remodel work on the 30-room, Second Empire-Italianate Victorian mansion built in 1877. Work included necessary upgrades to aging electrical, plumbing, fire suppression, heating and air conditioning systems. The work was conducted in phases and was completed in 2015.

Infrastructure improvements included the installation of a fire suppression/sprinkler system, electrical and plumbing upgrades, and a new HVAC system throughout the building. The project scope included installation of Data Cat 6 cable throughout the building. Window screening was installed throughout, with select dual pain windows installed, and select area insulation improvements made.

Habitability improvements included the redesign/remodel of the 1st floor kitchen and the design/remodel of 1st floor butler pantry into an additional restroom. The project redesigned/remodeled both of the existing 2nd floor bathrooms, and hardwood floors were installed on the on the 2nd floor.

On the exterior, the project replaced the existing 6-ft-high property fence on the west side with 9-ft-high privacy fence. A privacy fence was installed around the pool area, and a new electric driveway gate was designed and installed. The project also implemented a property security surveillance system and intrusion alarms.

Silver Level LEED items included energy efficient HVAC system, water efficient appliances and fixtures including dishwashers, faucets, toilets, ice maker, showers and tubs, and energy efficient LED lighting fixtures. Gold LEED items included alternative energy vehicle charging station and solar panel electrical supplement.

Client Name: California Dept. of Parks and Recreation
Client Reference: Ron Birkhead, Construction Supervisor III
Client Telephone: (916) 445-8760
Client Address: 1416 9th Street, Sacramento, CA 94296
Email: rbirk@parks.ca.gov
Project Cost: ~$250 Million
Date of Service: 2004 - Present

Key Personnel
Bert Gross, P.E. – Program Manager
Roger Gross, CCM - Construction Manager
Gary Shimotsu, AI–Project Manager
SECTION 5

Hourly Rates
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however, to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
B3.8 The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.