



GRASS VALLEY

City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

Tuesday, January 24, 2023 at 7:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

AGENDA

Any person with a disability who requires accommodations to participate in this meeting should telephone the City Clerk's office at (530)274-4390, at least 48 hours prior to the meeting to make a request for a disability related modification or accommodation.

**Mayor Jan Arbuckle, Vice Mayor Hilary Hodge, Councilmember Bob Branstrom,
Councilmember Haven Caravelli, Councilmember Tom Ivy**

MEETING NOTICE

City Council welcomes you to attend the meetings electronically or in person at the City Hall Council Chambers, located at 125 E. Main St., Grass Valley, CA 95945. Regular Meetings are scheduled at 7:00 p.m. on the 2nd and 4th Tuesday of each month. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 by Nevada County Media, on the internet at www.cityofgrassvalley.com, or on the City of Grass Valley YouTube channel at <https://www.youtube.com/channel/UCdAaL-uwdN8iTz8bI7SCuPQ>.

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after that will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item.

Agenda materials, staff reports, and background information related to regular agenda items are available on the City's website: www.cityofgrassvalley.com. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Grass Valley website at www.cityofgrassvalley.com, subject to City staff's ability to post the documents before the meeting.

Council Chambers are wheelchair accessible and listening devices are available. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting by calling (530) 274-4390, we are happy to accommodate.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL - *The City Council reserves the right to hear items in a different order to accomplish business in the most efficient manner.*

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Overview of the Holiday festivities with our Police & Fire Departments.

PUBLIC COMMENT - *Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after 5pm will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item. There is a time limitation of three minutes per person for all emailed, voicemail, or in person comments, and only one type of public comment per person. For any items not on the agenda, and within the jurisdiction or interest of the City, please come to the podium at this time. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item is announced. When recognized, please begin by providing your name and address for the record (optional).*

CONSENT ITEMS - *All matters listed under the Consent Calendar are to be considered routine by the City Council and/or Grass Valley Redevelopment Agency and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council and/or Grass Valley Redevelopment Agency votes on the motion to adopt, members of the Council and/or Agency, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action but Council action is required to do so (roll call vote). Unless the Council removes an item from the Consent Calendar for separate discussion, public comments are invited as to the consent calendar as a whole and limited to three minutes per person.*

2. Approval of the Regular Meeting Minutes of January 10, 2023.

Recommendation: Council approve minutes as submitted.

3. Assembly Bill 361 Resolution

CEQA: Not a project

Recommendation: Adopt resolution R2023-02 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

4. Local Emergency Proclamation (COVID-19)

CEQA: Not a project

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

5. Local Emergency Proclamation (Drought Conditions)

CEQA: Not a project

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

6. Authorization to enter into an agreement to provide supplemental plan review, inspection, and other related services for the Building Department and the Fire Department.

CEQA: Not a project

Recommendation: That Council authorize the Community Development Director to enter into a contract, subject to legal review, for supplemental Building Department and Fire Department services.

7. Sewer System Management Plan

CEQA: Not a project

Recommendation: Council to adopt a revised Grass Valley Sewer System Management Plan (SSMP), subject to legal review.

8. Laboratory Testing and Analytical Services - Authorization to Award Contract

CEQA: Not a project

Recommendation: That Council 1) authorize the City Engineer to execute a contract with Cranmer Engineering, Inc., not to exceed \$150,000 plus contingency for the initial three year term of the agreement pending legal review, for Laboratory Testing and Analytical Services

9. On-Call Striping, Marking and Signing - Authorization to Award Contract

CEQA: Exempt - Existing Facilities 15301(c)

Recommendation: That Council 1) authorize the City Engineer to execute a contract with Sierra Traffic Markings Inc., not to exceed \$300,000 plus contingency for the initial term of the project, pending legal review, for on-call striping, marking and signing services.

10. Purchase of Two 2023 Toyota RAV 4 Hybrid SUVs for use by City Staff as part of the City Motor Pool.

CEQA: Not a project.

Recommendation: That Council 1) approve the Fire Chief to enter into an agreement with Freeway Toyota using the California State Contract to purchase two 2023 Toyota RAV 4 Hybrid SUVs not to exceed \$69,000 and 2) authorize Administrative Services Director to make any needed budget adjustments and/or budget transfers to complete this procurement.

11. Grant writing services for Assistance to Firefighter Grant (AFG) and Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

CEQA: Not a project

Recommendation: That Council 1) approve the Fire Chief to enter into an agreement with BKF Engineering for grant writing services not to exceed \$15,000 2) authorize Administrative Services Director to make any needed budget adjustments and/or budget transfers to complete this procurement.

12. Public Works and Administrative Departments Restructuring

CEQA: Not a project

Recommendation: That Council 1) Review and approve the job description and associated salary schedule for the Deputy Public Works Director; 2) review the proposed employment agreement (including Appendix A) for City Clerk position, subject to legal review; 3) approve adding the Deputy Public Works Director and City Clerk positions to the allotted/authorized City positions; 4) authorize the City Manager to execute the agreement and associated promotions; and 5) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete this action.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

[13.](#) Schedule a Special Meeting to discuss potential significant Capital Projects

CEQA: Not a project.

Recommendation: That Council schedule a Special Meeting to discuss and provide direction on potential future capital projects.

BRIEF REPORTS BY COUNCIL MEMBERS

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, January 24, 2023 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, January 20, 2023.

Taylor Day, Deputy City Clerk



GRASS VALLEY

City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

Tuesday, January 10, 2023 at 7:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

MINUTES

CALL TO ORDER

Meeting called to order at 7:03 pm.

PLEDGE OF ALLEGIANCE

Mayor Arbuckle led the pledge of allegiance.

ROLL CALL

PRESENT

Councilmember Bob Branstrom

Councilmember Haven Caravelli

Councilmember Tom Ivy

Vice Mayor Hilary Hodge

Mayor Jan Arbuckle

AGENDA APPROVAL -

Tim Kiser, City Manager, requested that Item #6, appointment of Justin Gross to Planning Commission be moved for discussion.

Motion made to approve agenda with noted change by Councilmember Branstrom, Seconded by Councilmember Caravelli.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

REPORT OUT OF CLOSED SESSION

Nothing to report.

INTRODUCTIONS AND PRESENTATIONS

PUBLIC COMMENT -

In person public comment: Hilary Hodge, Brenda English, Matthew Coulter

Virtual Public comment attached.

CONSENT ITEMS -

Public Comment: Brenda English, Matthew Coulter

Motion made to approve consent with the removal for discussion of item number 6 by Vice Mayor Hodge, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

1. Approval of the Regular Meeting Minutes of December 13, 2022

CEQA: Not a Project

Recommendation: Council approve minutes as submitted.

2. Assembly Bill 361 Resolution

CEQA: Not a Project

Recommendation: Adopt resolution R2023-01 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

3. Local Emergency Proclamation (COVID-19)

CEQA: Not a Project

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

4. Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

5. Appointment of City Councilmembers and Staff to Boards and Commission

CEQA: Not a Project

Recommendation: Approve Mayor Arbuckle's recommended appointments of Councilmembers and Staff to various Boards and Commissions.

6. Appointment of Councilmember Caravelli's Nominee, Ben Aguilar, for the Measure E Oversight Committee

CEQA: Not a Project

Recommendation: That the City Council appoint Measure E Oversight Committee member Aguilar to a term ending December 2026.

7. Memorial and Minnie Park Landscaping and Grounds Maintenance Services

CEQA: Exempt

Recommendation: The Council 1) approves the City Manager to execute a Professional Services Agreement with Weiss Landscaping to preform landscape and grounds maintenance services at Memorial and Minnie Park for five years and not to exceed contract amount of \$124,115.34 subject to legal review; 2) allowing City Manager to

approve a 5% contingency for additional work; and 3) approve Finance Director to make any necessary budget adjustments and transfers to implement this agreement.

8. Professional services agreement amendment for City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project

CEQA: Exempt

Recommendation: The Council 1) approve City Manager to execute a Professional Services Agreement Amendment No. 1 up to \$9,801.62 for the City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project, subject to legal review; and 2) approve the Finance Director to make any necessary budget adjustments and transfers.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

9. Appointment of Planning Commissioner

CEQA: Not a Project

Recommendation: That Council approve the appointment of Justin Gross as Planning Commissioner for Councilmember Caravelli.

Councilmember Caravelli introduced her selection of Planning Commissioner Justin Gross, and Justin Gross introduced himself and is excited to serve on the commission.

Motion made to approve the appointment of Justin Gross as Planning Commissioner for Councilmember Caravelli by Vice Mayor Hodge, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

10. Recognized Obligation Payment Schedule (ROPS 23-24) for July 2023 through June 2024

CEQA: Not a Project

Recommendation: It is recommended that the Successor Agency adopt Resolution No. SA 2023-01 approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the time period July 1, 2023 through June 30, 2024

Andy Heath, Finance Director, gave overview to the council.

Motion to adopt Resolution No. SA 2023-01 approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the time period July 1, 2023 through June 30, 2024 by Vice Mayor Hodge, Seconded by Councilmember Ivy.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

11. Discussion of implementation concerns with SB 1383, AB 341, and AB 1826 (State Mandated Recycling and Organic Waste programs)

CEQA:

Recommendation: Informational only, no action required.

Tom Last, Community Development Director, gave a overview presentation to the council.

Council had discussion on the pros and cons of having a 4th bin for organic waste and the increased cost of the new services. Council would like to have another conversation with Waste Management prior to signing an agreement for the SB 1383 services.

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Branstrom happy to have made it through the holidays, attended the swearing in for the County office holders, ERC board meeting, saw a production of "Into the woods". Councilmember Caravelli excited to join the Council and serve the community. Councilmember Ivy wants to let everyone know that solar rates are changing in California. Vice Mayor Hodge is enjoying all of our trails but wants to remind to check in with Bear Yuba Land Trust to see the status of the trails. Mayor Arbuckle attended Wreaths Across America, and a call with CalOES regarding the impacts of these storms.

ADJOURN

Meeting adjourned at 8:19 pm.

Jan Arbuckle, Mayor

Taylor Day, Deputy City Clerk

Taylor Day

From: JackCandyKehn [REDACTED]
Sent: Tuesday, January 10, 2023 6:17 PM
To: Public Comments
Subject: Hilary Hodges DUI

You don't often get email from [REDACTED] [Learn why this is important](#)

My name is Jack Kehn, and on the night of December 16th, I was downtown Grass Valley during Cornish Christmas. One of my close friends, Kaylee Lunsford, had just won her basketball game. I met Isabelle Zimmerman, the 2-year-old daughter of Jason Zimmerman, who's birthday is coming this February. I saw many people, young and old, laughing, talking with friends, meeting new ones, and enjoying a night that this little town holds so dearly. On that same night City Councilwoman Hilary Hodge decided while looking for her dog after a car had caught on fire, to get into her car after drinking that night. In the United States, there is one death per 45 minutes by drunk driver. City Councilwoman Hilary Hodge took a risk that night that could've resulted in a devastating yet all too common statistic. She has since said it was a mistake, and that she is sorry, and I am not writing this to shame her or to create any unnecessary hatred. I am writing this to bring to light what some may think is a harmless choice. The choice that so many have made, could end in irreparable damage, causing pain throughout so many innocent people. This choice is unexceptable. This choice does not represent Grass Valley. Thank you.



City of Grass Valley City Council Agenda Action Sheet

Title: Assembly Bill 361 Resolution

CEQA: Not a Project

Recommendation: Adopt resolution R2023-02 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 1/24/2023

Date Prepared: 1/20/2023

Agenda: Consent

Background Information: On March 4, 2020, the Governor of California proclaimed a state of emergency pursuant to government code section 8625. Assembly Bill 361 went into effect October 1st, 2021, it allows legislative bodies to hold public meetings by teleconference without reference to otherwise applicable requirements in the Government Code section 54953(b)(3). The option for teleconferencing is allowed so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met: 1) State or local officials have imposed or recommended measures to promote social distancing. 2) The legislative body (City Council) is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees. 3) The legislative body (City Council) has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees. This action will allow City Council and all other legislative bodies to continue with virtual meetings as has been done throughout the COVID-19 pandemic. Live streamed meetings will continue to be available via the City's website, as will the option to leave public comments in real time via voicemail or email.

Council Goals/Objectives: Approval of AB 361 Resolution executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: R2023-02

RESOLUTION NO. 2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL
AND OTHER LEGISLATIVE BODIES OF THE CITY PURSUANT TO GOVERNMENT
CODE SECTION 54953(e)

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the City Council previously adopted Resolution No. 59 on October 26, 2021 finding that the requisite conditions exist for the City Council and other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the City Council desires to continue holding its public meetings by teleconference consistent with Government Code section 54953(e), and to authorize other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to do the same.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The City Council hereby finds and declares the following, as required by Government Code section 54953(e)(3):

1. The City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625; and
2. The state of emergency continues to directly impact the ability of members of the City Council and other legislative bodies of the City to meet safely in person.

Section 3. Meeting Requirements. All meetings held pursuant to Government Code section 54953(e) shall comply with the requirements of that section and all other applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4. Regular Findings. Pursuant to Government Code section 54953(e)(3), if the Town Council desires to continue holding its public meetings by teleconference consistently with Government Code section 54953(e), it shall make findings not later than 30 days after the meeting at which this Resolution was adopted, and every 30 days thereafter, as required by that section.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of City of Grass Valley, this 24th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, Deputy City Clerk

Michael Colantuono, City Attorney



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (COVID-19)

CEQA: Not a Project

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 1/24/2023

Date Prepared: 1/20/2023

Agenda: Consent

Background Information: On March 5, 2020 the City Manager, acting as the Director of Emergency Services for the City of Grass Valley and the Disaster Council (Vice Mayor Aguilar and Councilmember Arbuckle), declared a local State of Emergency to ensure emergency personnel can obtain equipment and resources in the most timely and effective manner. In accordance with the Emergency Services Act Section 8630 (b) the governing body must ratify the declared emergency within 7 days for it to remain in effect. On March 10, 2020, at the Grass Valley City Council Meeting, the City Council approved Resolution 2020-09, Proclamation of Local Emergency. The City Council shall review, at its regularly scheduled meeting until the local emergency is terminated, the need for continuing the local emergency.

Council Goals/Objectives: Continuance of the proclamation declaring a Local State of Emergency due to prepare against coronavirus COVID-19 executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: The changing variants of COVID19 make it very difficult to anticipate the Fiscal Impact moving forward. For FY 2022/23, it appears the impacts will be minimal compared to previous years, but due to the constantly changing impacts of COVID-19 the actual fiscal impact may change.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 1/24/2023

Date Prepared: 1/20/2023

Agenda: Consent

Background Information: On May 10, 2021, Governor Newsom modified a State of Emergency Proclamation that declared that a State of Emergency to exist in California due to severe drought conditions to include 41 counties, including Nevada County. The Proclamation directed state agencies to partner with local water suppliers to promote conservation through the Save Our Water campaign, a critical resource used by Californians during the 2012-2016 drought. Some municipalities have already adopted mandatory local water-saving requirements, and many more have called for voluntary water use reductions.

Nevada Irrigation District (NID) declared a drought emergency throughout the District's service area on April 28, 2021, which includes portions of the City of Grass Valley, and requested that customers conserve 10 percent of their normal water usage. Both NID and Nevada City have now mandated at least 20% conservation requirements.

On June 22, 2021, City Council approved Resolutions No. 2021-41 declaring a local emergency due to drought conditions and No.2021-42 mandating water conservation. All treated Water Customers are required to reduce water use by 20%.

Council Goals/Objectives: This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Water and Wastewater Systems and Underground Infrastructure. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: The Fiscal Impact to the Water Fund should be minor, but if the drought continues for several years the impact could be more significant.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Authorization to enter into an agreement to provide supplemental plan review, inspection, and other related services for the Building Department and the Fire Department.

CEQA: Not a project

Recommendation: That Council authorize the Community Development Director to enter into a contract, subject to legal review, for supplemental Building Department and Fire Department services.

Prepared by: Jon May, Building Official

Council Meeting Date: January 24, 2023

Date Prepared: January 17, 2023

Agenda: Consent

Background Information: In March of 2019 the City entered into a three-year contract with a consultant company to provide supplemental building plan check and inspection services. In March of 2021, the City and the consultant company agreed to amend that contract to include supplemental Fire Department services. These supplemental building and fire department services are on an as needed basis dictated by the amount of building and fire department activity. City staff foresees a continued need for supplemental services because of amount of projected building activity. Therefore, staff prepared Request for Proposals in October of 2022. Eight firms submitted proposals and staff members of the Building, Planning, and Fire Department have reviewed and graded the responses received. Grading was based on rates charged, turnaround time, municipal experience, and the responsiveness of the proposals. Based on that grading, the City has selected the top firm and is negotiating the contract details. Attached is the City's standard agreement that will serve as the base for the final contract. Based on past usage of backup services and anticipated need, the City is proposing a two-year contract not to exceed \$175,000 per year.

Council Goals/Objectives: Goal 6: Provide a safe place to live, work, and play.

Fiscal Impact: Building services are paid from account 100-302-51110. These funds are budgeted from year to year and paid through fees collected from building permits. Fire Services are paid from account 100-203-51110.

Funds Available: Yes

Account #: 100-302-51110 and 100-203-51110

Reviewed by: _____ City Manager _____ Community Dev. Director

Attachments: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / Bureau Veritas)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Bureau Veritas North America, Inc., (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: building inspection and plan review services, building code enforcement, and building administrative services as needed.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the 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.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s November 30th, 2022 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Jon May. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Seventy-Five Thousand Dollars annually (\$175,000).
- 3.5. “Commencement Date”: April 1, 2023.
- 3.6. “Termination Date”: April 1, 2025

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal

- laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
 - 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Craig Baptista shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
 - 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
 - 5.9. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
 - 5.10. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made reasonably available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and 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 City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by

the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is reasonably satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the good-faith right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. In the event of any re-use or alteration of the documents, such re-use or alteration shall be the responsibility of City.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any

benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS 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.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other reasonable costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Reserved**
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act.

- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Grass Valley Building Services
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$1,000,000 per claim
 \$2,000,000 aggregate
 - General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:

• Workers' Compensation	Statutory Limits
• EL Each Accident	\$1,000,000
• EL Disease - Policy Limit	\$1,000,000
• EL Disease - Each Employee	\$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (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.

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$250,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective

date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of the City of Grass Valley must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right after providing five (5) days written notice, but not the duty, to obtain the required insurance and deduct the reasonable and necessary premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Andreas Theisen, 125 East Main Street, Grass Valley, CA 95945.
- 12.12. **Consultant’s Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Thomas Last
 City of Grass Valley
 Community Development Dept.
 125 E Main Street
 Grass Valley, CA 95945
 Telephone: (530) 274-4711
 Facsimile: (530) 274-4399

If to Consultant

Craig Baptista
 Bureau Veritas North America, Inc.
 180 Promenade Circle, Suite 150
 Sacramento, CA 95834
 Telephone: (916) 514-4516
 Facsimile: (916) 725-8242

With courtesy copy to:

Michael G. Colantuono, Esq.
 Grass Valley City Attorney
 Colantuono, Highsmith & Whatley, PC
 420 Sierra College Drive, Suite 140
 Grass Valley, CA 95945
 Telephone: (530) 432-7357
 Facsimile: (530) 432-7356

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have

the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement. Notwithstanding the foregoing, the Consultant may retain copies of the City's Confidential Information: (i) as part of the Consultant's archival records (including backup systems) that Consultant keeps in the ordinary course of its business, but only as required by the Consultant's records retention policies, (ii) as required by law, (iii) if and only to the extent they are relevant to an active dispute between the parties, or (iv) may be reasonably necessary to carry out any surviving obligations under this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement. Consultant is not responsible for delays caused by the City or beyond the reasonable control of Consultant.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment

actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Non-solicitation of employees.** The Parties agrees in good faith not to directly employ any employee or any person employed by the other Party within the prior six month period without the prior written consent of the Party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Parties further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a Party should breach this provision and without limiting any other remedy that may be available the breaching Party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a party shall not be considered solicitation of an employee of the other party.

18.14. Force Majeure. Neither Party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing Party shall use reasonable efforts to remedy its inability to perform.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Grass Valley

“Consultant”
Bureau Veritas North America, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: Community Development Director

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____



**BUREAU
VERITAS**

RESPONSE TO THE RFP FOR **CITY OF GRASS VALLEY** PROFESSIONAL PLAN REVIEW & BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS

November 30, 2022

CITY OF GRASS VALLEY

Jon May, Building Official
125 E. Main Street
Grass Valley, CA 95945
P: 530.274.4715
E: jonm@cityofgrassvalley.com

CONTACT REGARDING THIS PROPOSAL

Craig Baptista, MBA, Vice President – Facilities Division, West Region
Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento, CA 95834
P. 916.514.4516 | C. 916.291.9151
E. craig.baptista@bureauveritas.com



TABLE OF CONTENTS

Cover Letter2

TAB A: Firm’s Qualifications.....5

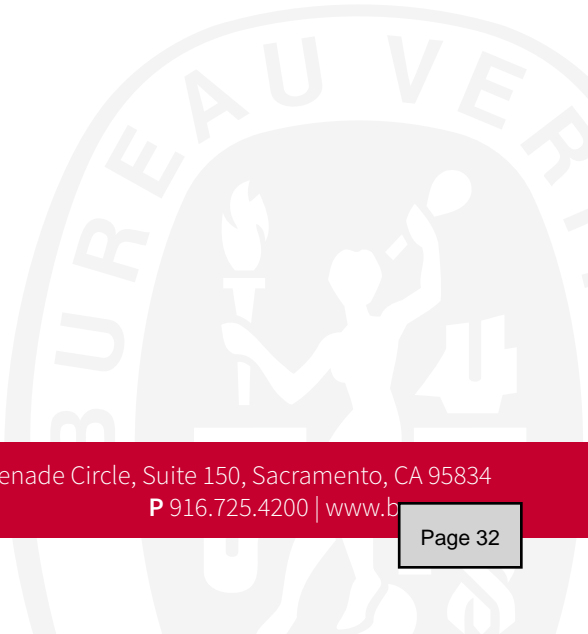
TAB B: Services11

TAB C: Experience and References.....20

TAB D: Qualifications of Team25

Attachment A: Cost Proposal Form29

Appendix: Resumes31



COVER LETTER

November 30, 2022

Jon May, Building Official
125 E. Main Street
Grass Valley, CA 95945
P: 530.274.4715
E: jonm@cityofgrassvalley.com

RE: Response to RFP to Provide Professional Plan Review and Building Inspection Services on an As-Needed Basis

Dear Mr. May,

Bureau Veritas North America, Inc. (BV) is pleased to submit our qualifications to deliver **Professional Plan Review and Building Inspection Services** to the City of Grass Valley (the City). We take great pride in our ability to provide exemplary services to our clients.

Our proposal will highlight our previous experience providing similar services for cities and other nearby building, land development and fire marshal offices. We have the breadth and depth of resources, skills and expertise needed to provide excellent plan review and building inspection services for the City of Grass Valley.

BV has provided similar plan review and building inspection services for over 100 agencies in California and throughout the western United States. We are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions. Our commitment to provide accurate and appropriate solutions to our clients and our ability to quickly and efficiently meet the needs of the communities we serve makes BV an ideal partner for the City.

We offer optimal solutions to deliver quality services:

- Unparalleled plan review and inspection expertise
- Established relationships to ensure timely reviews, transparency and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals
- Electronic review and web-based document control best practices to consistently meet turnaround schedules and streamline communication

BV is committed to meeting and exceeding agreed upon turn-around times. We have a designated plan review team and inspectors to support the City's needs.

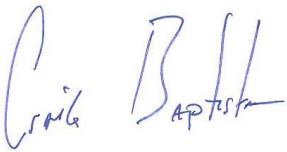
Our partnership with the City of Grass Valley will be managed through our regional headquarters in Sacramento, CA (**180 Promenade Circle, Suite 150 Sacramento, CA 95834**) enabling quick and efficient responses.

Craig Baptista, Vice President, has full authority to negotiate on behalf of and to contractually bind the company. His contact information is provided below. Gene Paolini, Client Liason, will be the company representative who will be responsible for any questions during the proposal and selection. His contact information is also provided on the following page.

COVER LETTER

BV looks forward to continuing a successful, professional relationship with the City of Grass Valley by augmenting the department's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations. Our wide array of professional services, backed by many years of combined experience with public sector clients, allows BV to bring the City of Grass Valley one integrated source to meet its needs. We strive to build long-term partnerships with agencies which expect and require quality, accuracy, efficiency, and integrity in all aspects of community services. We do this by offering the City demonstrated expertise in plan review and inspection, a commitment to reducing the City's plan review turnaround times and accurate corrections based on the current adopted codes. Thank you for your time and consideration of our background and qualifications.

Sincerely,



Craig Baptista, Vice President - Facilities Division, West Region
180 Promenade Circle, Suite 150
Sacramento, CA 95834
P: 916.514.4516
E: craig.baptista@bureauveritas.com



Gene Paolini, Client Liaison
180 Promenade Circle, Suite 150
Sacramento, CA 95834
T: 916.382.6774
E: gene.paolini@bureauveritas.com

TAB A: **FIRM'S QUALIFICATIONS**

B U R E A U

V E R I T A S

TAB A: FIRM'S QUALIFICATIONS

FIRM BACKGROUND

For the past 47 years, BV has provided code compliance services through its 7 offices in California. BV has over 300 professionals dedicated to code compliance in the state of California and more than 4,000 associates nationwide. Currently our company provides comprehensive municipal consulting services throughout California and the United States. BV is a “one-stop shop” providing an unparalleled depth of resources for services.

Bureau Veritas is a multi-national corporation with a history which includes 194 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 80,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. Our firm is consistent in our approach in giving clients a close-knit presence found in smaller firms while possessing the support of a national firm.

BV will always strive to deliver excellent service and work hard to exceed the City's expectations regarding all agreed upon turnaround times. We will provide the City with services with the objective of verifying compliance with the City's adopted building codes, zoning ordinances, drainage regulations and other adopted ordinances, policies and standards, as well as other relevant program standards and requirements.



BV EXCELLENCE

BV will consistently provide excellent customer service and qualified staff for all project types.

Customer/Client Services offered by BV include:

- Architectural, structural, mechanical, electrical, plumbing plans and residential and commercial construction documents review
- Civil engineering plan review
- Preliminary building plan review
- Construction management and field inspections
- ICC-certified building plan review, inspection, and permitting
- Transportation/traffic plan review
- Fire and life safety plan review and inspection
- Planning and consultation services
- Code interpretation and code enforcement
- Code adoption and ordinance preparation
- Building Official duties
- Permit tracking and record keeping
- Budget and staffing planning
- Pre-design, pre-construction, and planning and zoning meeting attendance
- Fee schedule evaluation and updates
- Staff augmentation and city council meeting attendance as required
- Green building, ADA and accessibility, LEED services
- Electronic and digital plan review services

Putting The Right People to Work for You

As the largest plan review and inspections firm in the United States, we have a large breadth of personnel available and immediately accessible to provide the City. Located throughout California, we have more than 50 licensed and certified engineers, as well as plans examiners, and inspection staff who are equipped to handle all of the City's needs. Our local presence allows us to provide timely delivery and exceptional customer service in the most cost-effective manner. Our longtime presence in California, allow us to tailor solutions specifically to the City of Grass Valley's needs. We bring a cooperative and creative problem solving approach to plan review. We fully understand our role as a team member committed to achieving successful projects for the City and its customers.

BV is committed to the provision of services of the very highest quality. This means the firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled. In addition to our local staff, the firm is supported by hundreds of professionals in our offices throughout California, making it possible for it to have highly qualified plans examiners and inspectors available expeditiously for virtually any project.

TAB A: FIRM'S QUALIFICATIONS

Strong municipal Focus

BV has assisted more than 20 newly incorporated cities and provided building department head positions for more than 50 cities.

Stability, Capacity, and Resources

BV is in good financial standings and committed to the provision of services of the very highest quality. The firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled. The firm's more than 300 professionals in the state of California make it possible to have highly qualified plans examiners, engineers, and planners available expeditiously for virtually any project.

The firm will provide all necessary resources, materials, equipment, tools, and technology to its staff. Each office has a substantial library which is continually updated with the most current code books and reference materials. BV professionals are capable of handling the scope of services requested from the City.

Knowledge and Expertise

BV and our proposed, locally-based staff for this contract have a long-established history working for the nearby municipalities to perform in-house and outside plan check, inspections, civil and other building department services. Consequently, we can leverage a breadth of code compliance and permit processing expertise to meet the needs of the City, and offer highly qualified engineers and ICC certified staff who are in close proximity and can quickly respond to the City's needs.

Active Participation and Proficiency in the Code Industry

As demonstrated through our ICC Certifications, BV's staff is proficient in the application of the International Family of Codes. Additionally, the team is proficient in the application of the California Building and Fire Codes, National Electrical Code, NFPA codes, Green Building Program/Energy Code, and Accessibility Standards. Our staff has participated in the development of the codes on the local and national level. The staff attends code development hearings at the ICC meetings and are active members of national and regional professional associations.

Certified and Accredited to High Standards

Bureau Veritas is recognized and accredited by major national and international organizations. More than any other company, Bureau Veritas must be exemplary in Quality, Health, Safety and Environment (QHSE). Being a recognized leader in these fields and thus having these competencies in its DNA, Bureau Veritas is continuously improving internal processes to better protect the health and safety of its employees, while also minimizing its impact on the environment and delivering added-value services to its clients.

To demonstrate its commitment to high standards, Bureau Veritas was audited by independent third parties to achieve the ISO 9001:2015 Certification and IAS AC251 Accreditation.



ISO 9001:2015 Quality Management System Certified

ISO 9001:2015 specifies requirements for a quality management system where an organization:

- Needs to demonstrate its ability to consistently provide service that meets customer and applicable statutory and regulatory requirements, and
- Aims to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements
- Bureau Veritas achieved ISO 9001 in 2007 and is audited annually.

IAS AC251 Accreditation

In 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 251). AC251 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role that private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of



TAB A: FIRM'S QUALIFICATIONS

building department services based on quality management principles and best practices, to ensure that the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained.

Proposed Consultants

BV will perform the entirety of this scope of work and no subcontractors will be utilized.

WHY CHOOSE US?

- Unparalleled Building and Fire Safety Code Consulting Expertise
- Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules
- Project Management and Staff Augmentation Expertise
- We Put the Right People to Work for You
- Collaborative and Solution Oriented Philosophy and Culture

DEPTH OF RESOURCES & PROXIMITY TO MEET PEAK WORKLOADS

- 200+ Offices Throughout the United States with 7 in the State of California
- Registered Engineers and ICC-Certified Staff Dedicated to Code Compliance with Extensive Plan Check Expertise and Experience
- USGBC LEED review certifying body

UNPARALLELED EXPERTISE

- Proven Track Record Nationally (500+ Agencies)
- Civil, Building, Safety and Fire Life Safety Consulting to Agencies throughout the United States
- Municipal Management and Staff Augmentation Expertise
- Key Staff That Have Helped Establish and Implement the Latest Codes
- No private sector work = No conflict of interest

BEST PRACTICES AND STATE-OF-THE-ART PROCESSES

- First U.S. Firm to Achieve IAS Certification for Third Party Accreditation (Plano, TX)
- Comprehensive, Formalized Plan Check Procedures
- Award-Winning Web-Based Project Tracking and Controls
- Electronic Plan Check to Save Time, Money and Paper – A **GREEN** solution
- 99% Success Rate in Meeting Review Turnaround Schedules

TAB A: FIRM'S QUALIFICATIONS

COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

Building plan review and inspections depend on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements. ICC certification ensures competent plan examiners and engineers are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing qualified plan review, building permitting, and inspection staff to the firm's clients.

- | | | | |
|--|---|--|--|
| ✓ Accessibility Inspector/
Plans Examiner | ✓ Combination Inspector | ✓ Electrical Inspector | ✓ Plumbing Plans Examiner |
| ✓ Building Inspector | ✓ Combination
Inspector - Legacy | ✓ Electrical Plans Examiner | ✓ Residential Building
Inspector |
| ✓ Building Plans Examiner | ✓ Combination Plans
Examiner | ✓ Energy Code Specialist | ✓ Residential Combination
Inspector |
| ✓ Certified Building
Code Official | ✓ Commercial Building
Inspector | ✓ Fire Inspector I | ✓ Residential Electrical
Inspector |
| ✓ Certified Building Official | ✓ Commercial
Combination Inspector | ✓ Fire Inspector II | ✓ Residential Energy
Inspector/Plans Examiner |
| ✓ Certified Electrical
Code Official | ✓ Commercial Electrical
Inspector | ✓ Fire Plans Examiner | ✓ Residential Fire Sprinkler
Inspector/Plans |
| ✓ Certified Fire Code
Official Inspector | ✓ Commercial Energy
Inspector | ✓ Green Building
Residential Examiner | ✓ Residential Mechanical
Inspector |
| ✓ Certified Fire Marshal | ✓ Commercial Energy
Plans Examiner | ✓ ICC/AACE Property
Maintenance and Housing | ✓ Residential Plans
Examiner |
| ✓ Certified Housing
Code Official | ✓ Commercial Mechanical
Inspector Examiner | ✓ ICC/AACE Zoning
Inspector | ✓ Residential Plumbing
Inspector |
| ✓ Certified Mechanical
Code Official | ✓ Commercial Plumbing
Inspector | ✓ Master Code Professional | ✓ Spray-applied
Fireproofing Special
Inspector |
| ✓ Certified Plumbing
Code Official | ✓ Disaster Response
Inspector | ✓ Mechanical Inspector | |
| ✓ Coastal and Floodplain
Construction Inspector | | ✓ Mechanical
Inspector UMC | |
| | | ✓ Mechanical Plans
Examiner | |
| | | ✓ Plumbing Inspector | |
| | | ✓ Plumbing Inspector UPC | |

Coupled with our extensive ICC certifications, our group also holds the following licenses and certifications:

- | | | | |
|-----------------------------------|----------------------------|---|----------------------------|
| ✓ Professional Engineer | ✓ Electrical Engineer | ✓ Professional Geologist | ✓ Master Electrician |
| ✓ Registered Architect | ✓ Mechanical Engineer | ✓ Asbestos and Mold Analyst
Specialist | ✓ Journeyman Electrician |
| ✓ Master Plumber | ✓ Structural Engineer | ✓ Elevator Inspector | ✓ Registered Sanitarian |
| ✓ Master Electrician | ✓ LEED AP | ✓ Master Plumber | ✓ Registered Accessibility |
| ✓ Certified Floodplain
Manager | ✓ Fire Protection Engineer | ✓ Journeyman Plumber | ✓ Code Enforcement Officer |
| | ✓ Environmental Engineer | | |

TAB A: FIRM'S QUALIFICATIONS

“

WHAT THEY'RE SAYING

Thank you as always for providing such a thorough review to fit with our increasingly tight project schedules. We appreciate the hard work BV puts into every project, especially when our teams push to get everything done in an expedited manner.

Amanda Scheidlinger, AIA, DBIA, LEED AP BD+C,
San Diego State University

”



WHY CHOOSE BUREAU VERITAS?

Knowledge and Expertise

Certified by the International Code Council and licensed by applicable state agencies, BV plans examiners and engineers are proficient in the application of design and testing standards and have participated in the development of design standards on many different levels.

BV inspection staff is also certified by the International Code Council and many are multi-disciplined. Having a multi-disciplined inspector ensures consistent inspections by the same inspector for all trades. Multi-disciplined inspectors also provide the construction teams with a single point of contact throughout the duration of the project.

Reputation

BV has become the leader in construction code compliance services throughout the United States. The growth of BV's construction code compliance division is the result of repeat clients and client referrals.

Regional and Local Expertise

BV provides depth of resources to maximize flexibility and deliver quality services with personal attention.

“

WHAT THEY'RE SAYING

BV really came through. They expedited the review in order to allow us to get this out to OSFM today.

Richard E. King, AIA, LEED AP BD+C

”

TAB B: **SERVICES**



B U R E A

V E R I T A

TAB B: SERVICES

LIST OF SERVICES TO BE PROVIDED

BV's extensive experience providing Plan Check and Inspection Services to other public agencies enables the firm to evaluate items which are essential to providing effective services to the City of Grass Valley.

BV offers services which range from reviewing a single, complex or unique project to handling all plan check and inspection needs for an entire jurisdiction. BV's staff is dedicated to providing the highest level of customer service and ensuring all work is in conformance with all requirements. The firm's resources can be adjusted on fast-track projects to meet demanding schedules, as needed.

We are able to offer the following plan review and inspection services to the City of Grass Valley:

- Architectural, fire and life safety plans examination
- Structural plans examination
- Energy code plans examination
- Accessibility requirements including:
 - » Barrier free plans examination requirements
 - » Disabled access
 - » CASp
 - » ADA
- Mechanical, plumbing and electrical code plans examination
- Review and approval of alternative materials, alternative design and methods of construction
 - » Fire plan review including:
 - » Fire sprinkler
 - » Fire alarm
 - » Smoke detection & dampers
 - » Underground
- Green building and LEED consulting including:
 - » LEED submittal consultation
 - » Green building consulting
 - » ENERGY STAR verification
- Inspection Services:
 - » Building

- » Fire
- » Construction

Additional Services Exceeding the Scope of This RFP

- Civil plans examination including:
 - » Grading and drainage
 - » NPDES/SWPPP
 - » Development
 - » Infrastructure
 - » Water and wastewater
 - » Sewer

Plan Review Services

BV is the largest plan review firm in the United States, providing full service code consulting and plan review services. The firm's personnel have performed and managed plan review for thousands of projects. BV staff have considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Geotechnical, lab testing, and other reports are considered in the plan review process. The firm is well positioned to meet the needs of the City and deliver discipline-specific plan reviews (e.g., architectural, structural, mechanical, access, street, drainage, map, civil infrastructure, etc.).

BV has specific experience working through a variety of challenges including infill commercial development, adaptive reuse and change of occupancies of existing buildings, retrofit of un-reinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multi-family developments, live-work projects, and high tech, research and development facilities.

BV's plan review services for the City shall adhere to current California Building Code, City Ordinances, Design Standards, Policies, General Specifications of Grass Valley; and the terms and conditions of any individual agreement which may be negotiated between the BV and the City, with detailed plan review letter comments, reference plan sheets numbers and code sections, and two copies (one electronic) of the plan review corrections list are provided for each reviewed project. Services include recheck of plans after the applicant has made corrections, review and recheck of field changes, and deferred submittals and review and recheck of additional work on the project as needed.

TAB B: SERVICES

Architectural Review

BV blends the knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all building department needs. The firm is able to tailor its solutions specific to the City as a result of having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 46 years.

Structural Review

BV is uniquely qualified and experienced in structural review and inspection. The firm has plan review and inspection personnel which have specialized experience with multi-family residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle the City's most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the California Building Code structural provisions.

Mechanical Review

The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the City. BV's staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the City, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.

Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

Plumbing Review

The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the City. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

CASp / Disabled Access Review

BV has CASp certified individuals who are able to respond to the needs of the City quickly. The firm currently provides CASp certified individuals to jurisdictions throughout California to meet the requirements of SB 1608. Additionally, the team includes ICC Certified accessibility plans examiners and inspectors who routinely conduct accessibility reviews of projects throughout the state from minor restroom upgrades to significant ADA compliance improvements.

Green Building Review

BV has plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Firm staff have been involved at various levels of energy code development in California and are certified to review and inspect for energy codes. BV staff have reviewed plans, and inspected projects, which incorporate new technology, and complex energy code compliance. The firm has staff available to the City who are CAL Green Certified.

Civil Engineering Review

BV's professional staff will familiarize themselves with all City, state, and federal requirements applicable to the project before beginning a review. Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements including ADA and NPDES, state requirements, and the requirements of any affected utilities, districts, or agencies.

Fire Plan Review

BV staff have the capacity to consult closely with the local Fire Department Chief or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. The firm's proposed fire plan check engineers have specific experience

TAB B: SERVICES

working with multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health and Safety Codes, CSFM, and U.L. BV's experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures. BV has reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others.

Example projects in which our reviewers have worked include The Village at Bella Terra in Huntington Beach, Lifetime Fitness in Roseville, and Sysco Food Services Expansion in Sutter City. All personnel assigned to your project will have the necessary materials, resources, and training available to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

BV's fire plan reviews include, but are not limited to, the following:

- Fire sprinkler systems with hydraulic calculations
- Fire alarm systems, including pre-recorded voice evacuation systems
- Flow and Tamper Alarm Systems
- Smoke detection and dampers
- Fire pumps
- Standpipe systems
- New Building Plans
- Tenant Improvements
- Underground water systems for fire suppression systems
- Architectural, fire and life safety plans examination Mechanical, plumbing, and electrical code plans examination applicable to fire construction and requirements
- Review and approval of alternative materials/alternative design methods of construction
- Fire plan reviews for the City's entitlement and development process

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional cost to the City. Upon completion of each plan review, we will forward a copy of the correction list to both the City and the applicant, by email. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to go over any corrections in person. When plans are completed they are stamped, signed and forwarded by BV personnel. Our transmittal forms will be customized for the City of Grass Valley.

Plan Review Turnaround Times

At your request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm utilizes electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has built long-term partnerships with numerous agencies. The firm understands accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to BV's professional excellence is the fact it has provided services to many of its municipal clients since their incorporation. Because of the BV's large pool of accessible resources, the firm can assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team maintains efficient turnaround times on all reviews as a key measurement of performance for the provision of plan review services.

BV will also accommodate preliminary reviews to facilitate fast-tracked or accelerated projects. This aids with timely turnaround and enhances client and public relations. If designers include construction drawings which do not conform to the prescriptive requirements of the codes, the City's designee will have final approval over the plan being reviewed. If requested, BV's staff will make recommendations for resolution. The firm is also available to meet with architects/engineers/designers, City of Grass Valley representatives, or others as needed to discuss findings.

TAB B: SERVICES

Type of Plan Check	Turnaround Times	
Standard*	Initial	Recheck
Residential	# OF BUSINESS DAYS	
New Construction	7	5
Large Projects	10	7
Commercial	# OF BUSINESS DAYS	
New Construction	10	7
Large Projects	15	10

Type of Plan Check	Turnaround Times	
Fast Track*	Initial	Recheck
Residential	# OF BUSINESS DAYS	
New Construction	5	3
Large Projects	7	5
Commercial	# OF BUSINESS DAYS	
New Construction	7	5
Large Projects	10	7

*Complex / Large project schedules may be negotiated

For more than four decades BV has served hundreds of clients throughout the Western United States and can boast a 97% success rate with regards to meeting schedules and turnaround times.

Prompt delivery of quality plan checks is the hallmark of BV's service. To achieve this, it is important for the plan examiner to see the "big picture" during the approval process and to expedite the review while assuring adherence to all City standards and requirements.

At the completion of each review, comments noting any deficiencies are prepared for the applicant. Review comments may be distributed by the City staff or directly to the applicant by BV depending on the City's preference. Copies of review letters are always forwarded to the City for its records and files. The firm's customary practice is to provide comments in narrative form in a memorandum. BV finds this method to be more precise than just marking the submittal alone. Additionally, this method facilitates the transmission and preservation of comments in an electronic format.

Electronic Plan Review

Electronic plan review uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. This modern solution has become especially valuable as municipalities seek to continue service delivery to their communities while focusing on their health and safety during the COVID-19 crisis.

The proposed personnel have extensive experience using many commonly used platforms such as Accela (the City's current system), CityTech, ProjectDox, Bluebeam, Central Square, and Cityworks.

By utilizing Adobe Acrobat with electronic plan submittal and commenting, as well as Bluebeam and other software, the firm's plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the City of Grass Valley also has access. BV's staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures.

Electronic plan submittal and commenting allows for economical movement of plans and quick turnaround. Plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

TAB B: SERVICES

BUILDING INSPECTION

BV can provide inspection services for a single project that presents unique complexities due to its construction or size, or we can provide enough staff to handle all inspection services for an entire jurisdiction. Our building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. Our inspectors are ICC certified and have extensive experience in the construction trades as well. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also provide on-call building inspection services to cover staff vacation time, peak work loads, specialized inspection activities, and any other situations that may arise. These activities may include next-day inspections and same-day response to important or urgent requests. BV will provide the client with ICC certified personnel to provide the following services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements including known local, city, state, and federal requirements.
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Upon request, we will inspect existing buildings for substandard, unsafe conditions.

FIRE INSPECTIONS

BV can place an experienced fire inspector for a single project or to augment existing staff to cover staff vacations and other leaves of absence. We can even provide all fire inspection on a daily basis. Systems and components we inspect include (but are not limited to):

- Fire sprinklers, including systems beginning at property line, as directed
- Fire pumps
- Fire alarm systems
- Automatic suppression systems, including Halon, FM200, and CO2
- Hoods
- Duct extinguishing systems
- Exits
- Emergency lighting
- Voice evacuation systems
- Fire permit inspections

Additionally, we can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

Fire Marshal Services

BV provides the depth of experience needed to administer programs aimed at delivering high caliber fire prevention services at the community level. In alignment with the National Fire Protection Association (NFPA) 1037, Standard on Fire Marshal Professional Qualifications, the following fire prevention program management elements are supported:

- Administration and professional development
- Community relations and fire & life safety education
- Fire investigation program management
- Community risk reduction program management
- Regulatory program management
- Fiscal management (fee schedules)

TAB B: SERVICES

BV can provide fire marshal services, general management guidance and mentorship opportunities for current and future fire prevention program managers.

Firm Management And Organization Capabilities

As an ISO-certified consulting services firm, BV has been at the forefront of establishing proven and award-winning best practices and tools to streamline service delivery, enhance communication, and promote transparency.

Quality Control

To ensure that the work assignment is being performed at the highest professional level, BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all the work performed under this contract meets client approval. BV has developed and implements corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures that the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

Quality Assurance Program

BV associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City of Grass Valley. In doing so, the firm will establish itself as City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

The firm's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, BV's quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.

Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to the City of Grass Valley. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX, a software developed by J.D. Edwards World Solution Company. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This state of the art system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

Project Management and Schedule Controls - Quickbase Protrack

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City of Grass Valley's manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work. This allows ample time for editorial and technical review, changes, and assurance in schedule compliance.

In order to efficiently and effectively track project workflow BV employs Protrack, a quality assurance software solution created by Quickbase. This custom-built program was developed specifically to meet the needs of the firm and enhance its project management capabilities in service to its clients. Protrack monitors numerous pieces of project data

TAB B: SERVICES

in real time including, but not limited to, project schedule status, active projects by office, project type, number of active projects per client, weekly number of new projects initiated, and much more. The program's dashboard allows users to generate reports which can provide an overall snapshot of BV's current activities or can be filtered to present precise details regarding a specific project or client. The crucial information monitored in Protrack not only aids in maintaining schedules and project turnaround times but also gives the firm the capacity to make decisive course corrections which ensure deliverables of the highest caliber and complete customer satisfaction. Furthermore, Protrack is designed to work collaboratively with BV's billing and invoicing software, FLEX, to enable the consistent completion of projects on-time and on-budget.

Special Issues/Problems

When deficiencies or out-of-control situations exist, the QC Program provides systematic procedures, called corrective actions, to resolve problems and restore proper functioning to the sampling and /or analytical system or field operations. Periodically, a QC System audit is performed to review the procedures implemented in the field for consistency with the established protocols. When issues arise, the BV project manager will immediately notify the City's manager so that they may be resolved at once.

Methodology & Approach

BV provides full service building and fire department administration including plan review, inspection, and permit technician services for numerous agencies. We offer services which range from reviewing a single, complex, or unique project to handling all plan review needs for the City. The firm's personnel are dedicated to providing the highest level of customer service and ensuring all work is in conformance with the requirements of the City and all other applicable codes. Resources can be adjusted on fast-track projects, as needed, to meet demanding schedules. Personnel assigned to City projects are available to attend meetings at the City to address questions or discuss issues with the City staff, design team, and/or construction team which may arise on a project and provide guidance for City staff, applicants, designers, and contractors. Consistency, responsiveness, efficiency, and a positive attitude are key components of the firm's approach.

As an ISO 9001 certified firm, BV undergoes systematic, independent audits of its management systems to meet rigorous objectives and provide continuous improvement in key areas. The firm consistently incorporates proven best

practices and protocols as part of its quality management system to meet and exceed ever-increasing customer requirements. These tools include implementation of an established quality assurance/quality control program using the BV CARE program for the intake, tracking, and review of plans to enhance quality and streamline processing/approval; electronic plan check to expedite turnaround times which save time and money; and the utilization of web-based document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication.

BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all work performed under this contract meets City approval. BV has developed and implemented corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

Identify Client Needs: BV actively listens and maintains sensitivity to unique issues, priorities, and organizational culture to work in partnership to assess diverse needs and special initiatives.

Strategic Planning: BV establishes a clear plan of action to institute priorities, identify stakeholders/processing agencies, formulate communication protocols, and align services with mutually-defined needs and objectives.

Concise Scoping/Implementation: BV assigns expertise which mirrors the clients' needs and implements best practices to maintain project momentum.

Project Management: BV uses appropriate best practice tools to effectively and efficiently deliver the City's assignment within budget and schedule. No matter what the need, the firm's goal is to deliver integrity, impartiality, accountability, efficiency, quality, and transparency.

TAB B: SERVICES

CARE PROGRAM – A PROVEN, FORMALIZED & INTEGRATED PLAN REVIEW PROCESS

The plan review process we follow for efficient completion of concurrent task management is shown in the flowchart below and managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The specific roles of each of our CARE elements include:

Coordinator:

Our clerical personnel will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

Analyst:

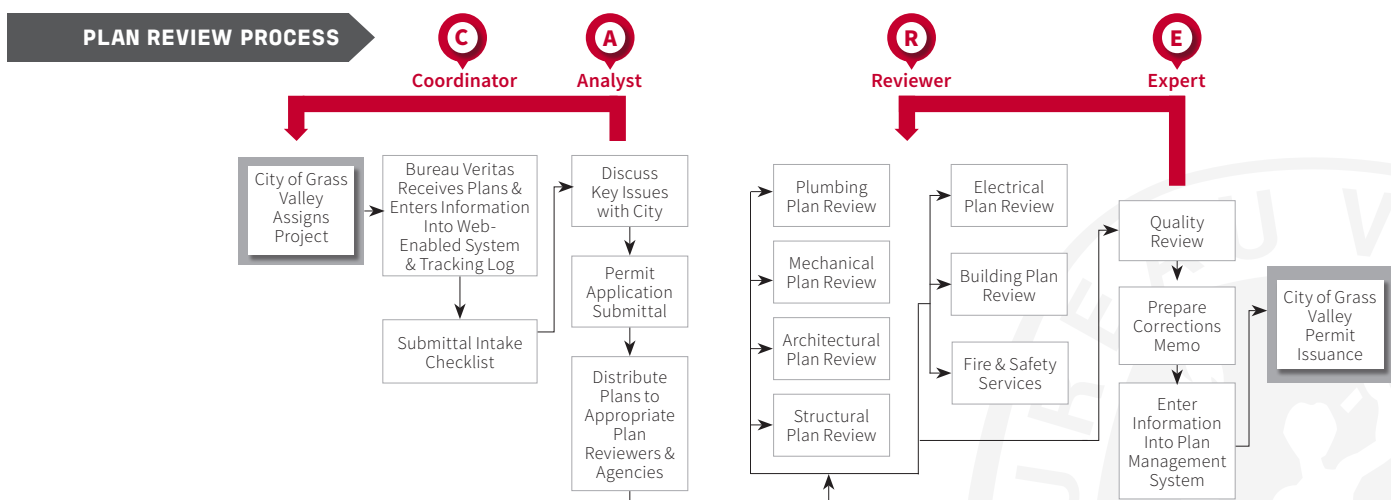
Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and “right place” personnel resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

Reviewer:

Our experienced building plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Expert:

BV experts will provide the final quality assurance review of applicable plans, studies, and reports in accordance with all accepted engineering, building codes of different disciplines, and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Additionally, experts provide quality assurance reviews to each project which minimizes the number of resubmittals.



TAB C: **EXPERIENCE &** REFERENCES



B U R E A

V E R I T A

TAB C: EXPERIENCE & REFERENCES

RELAVENT EXPERIENCE

The most important selection criteria for clients who choose Bureau Veritas North America, Inc., is expertise. Having provided building and safety services for 47 years, BV is a foremost expert in the field. The firm's greatest asset is its reputation. This comes from the best experts in the industry, all acting with the utmost integrity and ethics. The following are representative projects demonstrating BV's experience providing similar on-call services to local government clients.

BUILDING AND ENGINEERING PLAN REVIEW AND INSPECTION / HOUSING INSPECTION

CITY OF ROSEVILLE

City Contact: Jim Mangino, Building Official
Address: 311 Vernon Street
 Roseville, CA 95678
Email: buildingdivision@roseville.ca.us
Phone: 916.774.5332
Dates of Service: 2011 - Present



Since 2011, BV has performed inspection services, as well as building and engineering plan review for over 850 projects. In addition to public works staffing, BV provides outside plan review services for building projects such as master plans, commercial, and industrial projects. Previously, we provided an in-house permit technician to assist the public counter as well as an in-house building plans examiner and public works plan reviewer. We have also provided housing inspection services for the Owner Occupied Housing Rehabilitation program (OOR) and the Housing Choice Voucher (HCV) program. Select project references:

BV has provided services for 10 years on Westfield Galleria at Roseville projects, including expedited review of tenant improvement projects to rebuild 250,000 SF of damage to one wing, with final review of all tenant plans for Landlord requirements in accordance with Westfield's Retail Tenant Criteria Manual and Tenant Improvement Permit Application Manual. A recent Westfield Mall project is a new bowling, cinema and amusement center tenant improvement. Other new projects for the City include a 5-story Kaiser Medical Office Building & Pavilion, Main Street Plaza Apartments and Retail Offices, and Lifetime Fitness Center.

BUILDING AND SAFETY ADMINISTRATION

TOWN OF LOOMIS

City Contact: Sean Rabe, Town Manager
Email: srabe@loomis.ca.gov
Phone: 916.652.1840

City Contact: Carol Parker, Deputy Town Clerk,
 Administrative Services Manager
Address: 3665 Taylor Road, Loomis CA 95650
Email: cparker@loomis.ca.gov
Phone: 916.824.1509
Dates of Service: 2011 - Present



BV was selected to provide in house building inspections as well as building and civil plan review. As the town of Loomis is a small community, since 2012 BV has been acting as their building department providing many needed services to the community.

TAB C: EXPERIENCE & REFERENCES

PLAN REVIEW, INSPECTION AND PERMIT TECHNICIAN SERVICES

CITY OF COLFAX, CA

City Contact: Chris Clardy, Community Service Director
Address: 33 S. Main Street
 Colfax, CA 95713
Email: chris.clardy@colfax-ca.gov
Phone: 530.346.2313

Plan Review & Site Inspection Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BV) performs plan review and site inspection services. Plan review and site inspection services performed consist of the review of plans and documents for compliance with jurisdiction adopted or enforced codes and regulations. Plan review and site inspection services are provided in accordance with accepted standards of practice for governmental plan review and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Plan review services may include the review of:

- Non-structural fire and life safety plans examination
- Structural plans examination
- Electrical, mechanical, & plumbing code plans examination
- Disabled access code plans examination
- Green building code plans examination
- Energy code plans examination
- Fire sprinkler and alarm plans examination
- Fire code compliance

Inspection services may include the following elements:

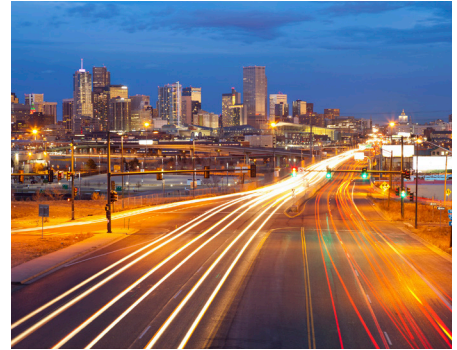
- Non-structural fire and life safety
- Structural
- Electrical, mechanical, & plumbing
- Disabled access
- Green building
- Energy
- Fire sprinkler and alarm
- Fire code compliance

Permit Technician Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BV) provides on-sit permit technician services. Permit technician services are provided in accordance with the policies, procedures, and practices of the jurisdiction.

Permit technician services may include:

- Interface with the public, internal staff, and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software, where applicable



TAB C: EXPERIENCE & REFERENCES

BUILDING PLAN REVIEW AND INSPECTION SERVICES

CITY OF ROCKLIN

City Contact: Russ Sneed, Chief Building Official (Acting)
Address: 3970 Rocklin Road, Rocklin, Ca 95677
Email: Russ.sneed@Rocklin.ca.us
Phone: 916.625.5139
Dates of Service: 2011 - Present



BV was selected to provide outside plan review and inspection services for the City of Rocklin on a variety of both residential and commercial projects.

- **Rocklin Self Storage Office / Apartment & Buildings A through F (2013, Construction Valuation: \$4.3M):** This project consisted of 6 buildings which included a total of 1,630 sq. ft. of residential and 106,400 sq. ft. of commercial office space. Bureau Veritas provided a complete review of this S-1/B/R-2/U occupancy projects. All buildings were story, Type V-B construction, and included fire sprinklers.
- **Stanford Ranch (2013):** BV reviewed master plan documents for the Stanford Ranch development. The reviews included structural, mechanical, plumbing, electrical, and energy.

FIRE PLAN REVIEW AND INSPECTION SERVICES

CITY OF ROCKLIN, CA

City Contact: Fire Chief Reginald Williams
Address: 4080 Rocklin Rd., Rocklin, CA 95677
Email: reginald.williams@rocklin.ca.us
Phone: 916.625.5300

BV provides an in house fire plan reviewer and inspector for the City of Rocklin Fire Department.



TAB C: EXPERIENCE & REFERENCES

LITIGATION INFORMATION

Please understand in the course of our business merit-less claims arise from time to time. It is the Company's policy not to comment on any current claims or pending litigation. However, without waiving its policy, the Company has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of the Company. As one of the largest firms providing professional testing, inspection and code compliance services, Bureau Veritas is the recognized leader in its field worldwide.

TAB D: **QUALIFICATIONS OF** TEAM



B U R E A

V E R I T A

TAB D: QUALIFICATIONS OF TEAM

BV has assembled a team of experts who are equipped to handle the workload of providing plan review and inspection services for the City of Grass Valley. Each individual brings a wealth of knowledge unmatched by any other company. Our organizational chart depicts lines of communications and areas of work for each of our team members. Each project team member has been specifically chosen for their experience in performing the required scope of work detailed in the request, as well as their extensive list of certifications and licenses.

Our proposed key building and safety team members are in red. Resumes with detailed histories of the number of years of experience, education, professional registration/certifications, and qualified work experience relevant to the services requested are provided in the Appendix beginning on page 31.

BV assures that all designated key staff will be used for the duration of this contract and any departure, reassignment or substitution will not be made without the written approval of the City.



GRASS VALLEY
A PLACE TO LIVE AND THRIVE

Craig Baptista, M.B.A.
Vice President / Contract Liaison

Project Management Team

Lisa M. Beaver, P.E., F.P.E.
Director of Risk, Fire & Life Safety

Gene Paolini, C.B.O.
Client Liaison

Andrea Coley
Inspection Manager

Building Safety Staff

PLAN REVIEW ENGINEERS AND ARCHITECTS

Troy Schmidt, S.E.
Ashkan Delsim, P.E.
Cristian Son, P.E.
Wendy Haggard, P.E.
Brian Lee, AIA, CASp
Henry Hadidi, Ph.D., S.E.
Sunai Kim, S.E.

PERMIT TECHNICIANS

Debbie Galli

PLANS EXAMINERS

Salvador Gonzalez, C.B.O., CASp
David Gavranich
Gary Eide, C.B.O.
Sameh Zaki
Murray McCool
Marc Underwood
Joe Sweet

ADMINISTRATION

Liszet Burgueno
Jamie Enriquez
Barbara Tomjic
Caroline Foster

INSPECTORS

Jeffrey Wise
Jim Scovill
Christopher Gales, CASp
John Brownlee, C.B.O.
Ed Puchetti
Phil Albert
Marc Underwood
Joe Sweet
Michael Pinola

FIRE

Andrew Reiwitch
Rob Arnett
Bryan Gray
Dennis Moss
Greg Ledesma

TAB D: QUALIFICATIONS OF TEAM

CALIFORNIA JURISDICTIONS SERVED

Over the past 47 years, Bureau Veritas North America, Inc. has served nearly 200 jurisdictions throughout California. Below is a partial list of the clients to which we have provided services in California.

Northern and Central California Cities

City of Alameda
City of American Canyon
City of Anderson
City of Atascadero
City of Bakersfield
City of Benicia
City of Brawley
City of Burlingame
City of Citrus Heights
City of Coalinga
City of Colfax
City of Dublin
City of East Palo Alto
City of Elk Grove
City of Eureka
City of Fairfield
City of Folsom
City of Galt
City of Lake County
City of Lathrop
City of Lincoln
City of Manteca
City of Menlo Park
City of Merced
City of Modesto
City of Monterey
City of Morro Bay
City of Mountain View
City of Napa
City of Newark
City of Paso Robles
City of Patterson
City of Pismo Beach
City of Pittsburg
City of Rocklin
City of Roseville
City of Sacramento
City of San Jose
City of San Luis Obispo
City of San Marcos
City of San Mateo
City of San Pablo
City of Santa Cruz

City of Santa Maria
City of Santa Rosa
City of Soledad
City of South Lake Tahoe
City of Stockton
City of Susanville
City of Taft
City of Town of Loomis
City of Tracy
City of Truckee
City of Turlock
City of Vacaville
City of Vallejo
City of West Sacramento
City of Williams

Northern and Central California Counties

County of Fresno
County of San Luis Obispo
County of Tuolumne
County of Monterey
County of Butte
County of Calaveras
County of Marin
County of Solano
County of Stanislaus
County of Sutter
County of Yolo

Southern California Cities

City of Agoura Hills
City of Aliso Viejo
City of Alpine
City of Anaheim
City of Anza
City of Beverly Hills
City of Blythe
City of Brea
City of Burbank
City of Carson
City of Cathedral City
City of Chino
City of Chino Hills
City of Chula Vista

City of Commerce
City of Corona
City of Costa Mesa
City of Covina
City of Culver City
City of Desert Hot Springs
City of El Centro
City of Escondido
City of Fillmore
City of Fontana
City of Fullerton
City of Garden Grove
City of Glendale
City of Hesperia
City of Huntington Beach
City of Imperial County
City of Indio
City of Irvine
City of Irwindale
City of Jurupa Valley
City of La Mesa
City of La Quinta
City of Laguna Hills
City of Laguna Niguel
City of Lake Elsinore
City of Lancaster
City of Lawndale
City of Lompoc
City of Long Beach
City of Los Alamitos
City of Malibu
City of Manhattan Beach
City of Mojave Desert
City of Moreno Valley
City of Murrieta
City of Needles
City of Newport Beach
City of Norco
City of Oceanside
City of Ojai
City of Ontario
City of Orange
City of Oxnard
City of Palm Desert
City of Pico Rivera
City of Placentia

City of Pomona
City of Port Hueneme
City of Poway
City of Rancho Cordova
City of Rancho Cucamonga
City of Rancho Mirage
City of Rancho Palos Verdes
City of Rancho Santa Margarita
City of San Bernardino
City of San Clemente
City of San Diego
City of Santa Ana
City of Santa Barbara
City of Santa Clarita
City of Santa Maria
City of Santa Monica
City of Santa Paula
City of Simi Valley
City of Solvang
City of South El Monte
City of Southgate
City of Thousand Oaks
City of Torrance
City of West Covina
City of West Hollywood
City of West Sacramento
City of Whittier
City of Ventura
City of Yorba Linda

Southern California Counties

County of Alpine
County of Los Angeles
County of Riverside
County of San Diego
County of San Bernardino
County of San Luis Obispo
County of Santa Barbara
County of Orange
County of Riverside
County of Ventura

TAB D: QUALIFICATIONS OF TEAM

CONSULTANT CAPACITY

Bureau Veritas is committed to the provision of services of the very highest quality. This means the firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled. The firm's more than 4,000 professionals are spread throughout the United States, making it possible for it to have highly qualified plans examiners and inspectors available expeditiously even for the most remote project.

Hiring and retaining exceptional talent is critical to BV's success and growth. That's why it's a customary practice for the firm's Human Resources department to treat hiring as a year-round business process. In addition to using outside recruiting consultants, the BV team also employs full-time recruiters to constantly identify technical and managerial talent which possess the credentials, background, and cultural fit for the firm's clients. BV has an established planning, recruiting, and selection process for hiring new talent. BV offers competitive salaries and benefits including professional development and personal growth initiatives which serve to attract and retain the best and the brightest in the industry.

It is BV's goal to exceed client expectations by being present, punctual, and professional in all interactions with the Client's staff as well as with any and all contractors and stakeholders involved in a project.



ATTACHMENT A: COST PROPOSAL FORM

B U R E A

V E R I T A

ATTACHMENT A: COST PROPOSAL FORM

Item # 6.

Attachment A COST PROPOSAL FORM

INSTRUCTIONS: Using this form, provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

All cost proposals shall be signed and dated per Section 7.2 of this RFP and shall be submitted in a separate sealed envelope or package.

Fee structure for plan review	COST
Indicate the fee as a percentage of the City's collected plan review fee of a first-time review and on one recheck. This fee should include shipping and courier service unless your assigned inspector will deliver and return plans.	65%
Indicate the fee as a percentage of the City's collected plan review separated into a full review (architectural, utilities, grading, accessibility, structural, etc.) and a "structural only" review.	Full review - 65% Structural Only - 40%
Indicate fee to provide expedited plan review processing, consisting of a first-time review and on one recheck with a turn-around time of not more than five (5) working days.	1.25x
FEE SCHEDULE: Provide the hourly billing rates for each of the following personnel categories. If an additional charge will be assessed for mileage, indicate the charge per mile. Otherwise, this rate should be all inclusive for each of the respective job classifications:	COST
Building Official	\$145
Certified Building Inspector	\$85 - \$105
Plans Examiner (if conducted at City Hall)	\$125
Certified Access Specialist (CASp) Plan Review / Transition Planning & Inspection	\$130 / \$145
Permit Technician	\$65 - \$85
Fire Plans Examiner- Fire Protection Systems	\$130
Fire Plans Examiner- Fire/Life Safety	\$120
Fire Inspector- Fire Protection Systems and Fire/Life Safety required	\$110 - \$130

Name of Firm: Bureau Veritas North America, Inc.

Authorized Signature: Craig Baptista

Printed Name and Title: Craig Baptista, Vice President - Facilities Division, West Region

Date: 11/17/2022

APPENDIX: RESUMES



BUREAU

VERITAS

APPENDIX: RESUMES

Manuel “Craig” Baptista Vice President, West Region

EDUCATION

M.B.A.
B.S., Business Management
Registrations/Certifications
Six Sigma Green Belt Certified
OSHA 30
United States Navy: Honorable
Discharge

TOTAL YEARS OF EXPERIENCE

20+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

SELECT PROJECT EXPERIENCE:

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Lone, CA

Vice President, Facilities - West Region Bureau Veritas North America, Inc. 2015 - Present

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BV has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

APPENDIX: RESUMES

Gene Paolini, C.B.O.

Client Liason

REGISTRATIONS/

CERTIFICATIONS

ICC Certified:

Certified Building Official

Building Inspector

Mechanical Inspector

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

California Building Officials 2007 -

2008 President (CALBO)

Sacramento Valley Association of

Building Officials 2000 President

(SVABO)

California Training Institute (CTI)

Building Officials Leadership

Academy (BOLA)

TOTAL YEARS OF EXPERIENCE

38+

Gene is an experienced Building Inspector and Chief Building Official with 38+ years of experience. He has extensive experience in providing technical and administrative support to a variety of construction projects, including commercial and residential structures.

Gene played a pivotal role while working in the City of Roseville's Building Department for nearly 25 years. During this time, the City underwent expansive infrastructure development and substantial population growth (from 30,000 to 110,000 residents). The City's monumental prosperity was facilitated by fastidious planning, which Gene was an integral part of. His efforts also contributed to the City maintaining its small-town community atmosphere while allowing it to progress into its fully built out form.

Gene served as the Director at CTI for 10+ years and previously served as a Chairperson for 4 years. He is a past president of CALBO, served as an instructor, and developed part of the BOLA curriculum, including building department administration as well as Budgeting and Finance for Building Officials. He also developed an introductory class, Building Department 101, for SVABO and CALBO.

Other significant achievements Gene has accomplished include:

- Obtaining accreditation certification from the International Accreditation Service (IAS) for the City of Roseville, making the Building Inspection Division the first California municipality to become nationally accredited
- Instrumental in developing BOLA program for CALBO while serving as part of the CTI team
- Conducted presentations to 22 International Code Council (ICC) chapters in California for CALBO
- Managed an annual construction valuation of \$500 million including projects related to retail, office spaces, and industrial projects
- Participated in the code hearings at the Building Standards Commission for adoption of International Building Code in California
- Served as SVABO President in 2000 and planned the ICBO annual business meeting as a committee chairperson

SELECT PROJECT EXPERIENCE:

Client Liaison/Business Development Manager

Bureau Veritas North America, Inc.

2016 - Present

Serves as client liaison ensuring fluid communication and accessibility between BV and the client under a variety of department specialties. Assignments include:

- In charge of the mentoring and preparation of jurisdictional employees for the role of Building Official for numerous jurisdictions including Grass Valley
- California State University System and Master Enabling Agreement - Ensures projects are on track to be completed on time and correct procedures are being followed

APPENDIX: RESUMES

Gene Paolini, C.B.O.

Client Liason

Chief Building Official City of Roseville 1995 - 2016

Provided building official and technical backup support to the Building Inspection Division of the City of Roseville. Balanced and managed the annual building division budget ranging from \$2 million to \$7 million. Oversaw construction permitting, plan review, and inspection of \$500 million dollars annually. Analyzed costs of operations against incoming funds and recommended budget adjustments. In charge of overseeing department priorities to ensure projects were completed on time and within budget, including fast-tracking certain developments when a greater sense of urgency was required. Responsible for rebuilding the Roseville Galleria Regional Mall after fire incident, ensuring an efficient and streamlined rebuild process allowing the mall to re-open within weeks of the incident. Developed and implemented new procedures to streamline permit application process. Enforced policies and procedures within the department as well as ensured all relevant regulations were applied correctly during projects related to retail, office spaces, and industrial projects for the City of Roseville. Responsible for adopting and implementing new building codes for the City of Roseville tri-annually. Managed reconstruction of 260 stores in the mall in less than 10 months.

Senior Building Inspector City of Roseville 1990 - 1995

Served as senior building inspector and managed enforcement of Uniform Codes as well as state and local regulations. Managed a team of 15 building inspectors and made decisions on hiring new employees. Delegated daily inspection requests for commercial and residential construction projects. Created and enforced new inspection procedures. Implemented annual hotel inspections. Ensured applicable regulations were enforced within other City departments.

Building Inspector City of Roseville 1986 - 1990

Performed inspection for commercial and residential structures. Instrumental in fast-tracking the original construction of the Roseville Galleria Regional Mall, in addition to managing continuous tenant improvement projects. Coordinated with property owners, contractors, and designers to plan and design construction projects. Followed up on complaints during construction and upon project completion. Major construction projects included: Thousands of single-family dwellings; Hundreds of multi-family dwellings; Office complexes; Roseville Energy Center; Hewlett Packard expansion; NEC Corporate of America expansion; Roseville Auto Mall; Major retail centers, such as Roseville Galleria Regional Mall, Creekside Center, Rocky Ridge Town Center, and the Fountains.

APPENDIX: RESUMES

Andrea Coley Inspection Manager

PROFESSIONAL AWARDS

SVABO Outstanding Industry
Member 2010

SVABO Outstanding Industry
Member 2011

SVABO Outstanding Industry
Member 2013

CBOAC Certificate of Appreciation
SVABO Outstanding Industry
Member 2015

CBOAC Industry Person of the Year
2015

SVABO Outstanding Industry
Member 2016

CBOAC Industry Person of the Year
2016

PROFESSIONAL AFFILIATIONS

SVABO Sergeant of Arms
2009 2017

Sacramento Valley Association of
Building Officials (SVABO)

CBOAC Board Member 2014-2017

County Building Officials
Association of California (CBOAC)

Napa/Solano County Chapter of
the ICC

Yosemite Chapter of the ICC

Peninsula Chapter of the ICC

East Bay Chapter of the ICC

International Code Council (ICC)

California Building Officials
(CALBO)

TENURE AT BV

14+

TOTAL YEARS OF EXPERIENCE

15+

Andrea has managed inspection staff for 14+ years and serves as a liaison between BV staff and numerous California jurisdictions. Her responsibilities include supervision of the day-to-day operations of BV inspection staff working in various jurisdictions in California. Andrea is responsible for developing and implementing job assignments at client offices as well as establishing and maintaining client relations with the jurisdictions and agencies to ensure staffing needs are being met. She specializes in ensuring that services provided are high quality and efficient. Andrea received the Sacramento Valley Association of Building Officials' Outstanding Industry Member Awards in 2010, 2011, 2013, 2015 and 2016 as a reward for her outstanding efforts, commitment, and dedication to the industry. She also received the Industry Person of the Year Award for her contributions to CBOAC in 2015 and 2016.

SELECT PROJECT EXPERIENCE

Inspection Services Manager Bureau Veritas North America, Inc. 2005–Present

Provides management and client liaison services for jurisdictions throughout California, Arizona, Washington, Hawaii, and Nevada. Manages local Human Resources Deputy for division. Responsible for recruiting qualified employee candidates. Assignments include:

Building Department Services Manager City of West Sacramento

Monitors the needs of the City to ensure that staff is adequately providing services and exceeding the City's expectations. Assists in the management and coordination of plan review, inspection, and permit technician activities for the City. Attends City staff meetings.

Plan Review Coordinator and Inspection Services Manager Cities of Lincoln, Burlingame, Vallejo, Rancho Cordova, and Folsom

Coordinates with City Building Officials to develop systems for plan delivery, tracking, communication, and project review guidelines. Serves as primary point of contact between BV and the Cities to maintain timely plan reviews and inspections, accurate invoicing, and ensure BV is responsive to their needs.

Inspection Services Manager Band of Pomo Indians, Dry Creek Rancheria

Provided Inspection management for the 1,800,000 square foot casino and resort project. Project included 2,600 slot machines, 2 main card rooms, 4 restaurants, meeting facilities, a 480 room hotel, 2 pools, 2 jacuzzis, and a full service spa. There are also plans for the construction of 2 nightclubs, 2 bars, and a 4 story subterranean parking garage with 1,700 below grade parking stalls.

APPENDIX: RESUMES

Lisa M. Beaver, P.E. Director, Fire and Life Safety Services

EDUCATION

B.S. Applied Science and
Technology–Fire Science
A.S. Building Inspection
Technologies

LICENSES/CERTIFICATIONS

California Registered
Professional
Engineer, Fire Protection
Engineering #1771
Professional Grade Member
Society of Professional
Engineers
(SFPE) #114734
Certificate in Fire Protection -
University of California, Davis
(2003)
Certificate in Building Inspection
Technology
Certified Fire Protection
Specialist,
NFPA #1902 (Renewing)
Certified Engineer Technician
Level
III–N.I.C.E.T. #91772 (Expired)

ICC Certified (#5069766):
Certified Building Official
Certified Fire Marshal Building
Plans Examiner
Building Plans Examiner

UBC ICC:
Certified Fire Plans Examiner I
Certified Fire Plans Examiner II
Certified Nevada State Fire

Lisa Beaver is a leader and trainer in the fire service as well as the fire industry. With over 35 years of experience, she has held positions where the primary concern is for public and fire fighter safety. An instructor/trainer who has lead and delivered department training for firefighting operations including specialized fire brigades and fire/building inspectors. A well-rounded professional with experience in leading and managing teams of diverse professionals in both the public and private sector. Her range of responsibilities include emergency operations, HAZMAT, fire prevention, community risk reduction, fire investigation, fire protection engineering, vegetation management, risk management and loss control. With operational excellence and high level of attention to detail, Lisa has conducted hundreds of property inspections for heavy industrial, special use, and public use occupancies. Author of property loss inspection reports, all-hazard and risk assessments, fire and life safety building analyses, vulnerability and wildland fire risk hazard assessments. Leveraging her thorough understanding of operational risks and situational awareness, prescribe resourcing needs and strategic metrics to successfully develop a response strategy that acknowledges and supports the development of fire and risk mitigation planning, emergency action plans, emergency operation plans, and emergency response procedures and guidelines.

As a community leader and educator, Lisa provided proactive community outreach by delivering and producing presentations and materials to communities, community leaders, and stakeholders in building standards and emergency planning. An expert in the interpretation and application of laws, codes, and standards. Confident in her ability to make difficult decisions with a strong affinity for problem solving, leads in the development and execution of difficult and highly technical projects. A reputation of being consistent in the interpretation of regulations and a person who expertly understands intent and alignment with public and fire fighter safety. In-depth experience in identifying critical needs, deficiencies, and potential opportunities for operational improvements.

SELECT PROJECT EXPERIENCE:

Director, Fire and Life Safety Services Bureau Veritas North America, Inc. 2021–Present

As the Director of Fire and Life Safety, Lisa manages the Fire Plan Review and Inspection Team members and existing accounts. Works to secure new Fire and Life Safety contacts while expanding services into new markets and creating new service lines.

Fire Plans Examiner and Inspector Bureau Veritas North America, Inc. 2019–Present

Provides fire plan review and inspection services for jurisdictions throughout Nevada and California.

APPENDIX: RESUMES

Lisa M. Beaver, P.E. Director, Fire and Life Safety Services

Independent Evaluator Wildfire Mitigation Projects Bureau Veritas North America, Inc. 2021

In May of 2021, Bureau Veritas was tasked with performing an Independent Evaluation to verify that the electrical corporations were following their 2020 Wildfire Mitigation Plan (WPM). As the Independent Evaluator (IE), Bureau Veritas reviewed and verified compliance for all WMP activities that had specific quantifiable or qualitative performance goals/targets set forth in the IOU's 2020 WMP.

- Pacific Gas & Electric
- NextEra Transmission, LLC
- Trans Bay Cable, LLC
- Horzion West

Deputy Fire Chief and Fire Marshal, Prevention Truckee Meadows Fire Protection District 2018–2019

Responsible for the development, command, administration, and coordination of the District's fire prevention division, including fire investigation, fuels management, public information and education, emergency management, and training; Conduct wildland, structural, and vehicle fire investigations; Responsible for processes associated with regulatory compliance that includes a system of plan review, inspection, and permitting; Perform construction plan review, fire investigation, and building inspections; Collaborate with local communities to develop improvements to evacuation planning and emergency preparedness; Interim Fire Chief during Fire Chief absence; Consistently demonstrated effective communication skill as an ambassador for the District with diverse audiences.

Director and Chief, Facility Engineering and Fire Protection Aerojet Rocketdyne 2012–2018

Director, Fire Chief, Fire Marshal, and Building Official of a department comprised of 31 personnel responsible for First Responder all hazard agency and hazmat team for a high hazard 12,000-acre facility; Responsible for the company's first regulatory compliance program that includes a system of plan review, inspection, and permitting; Review multi-discipline engineering designs for building construction, program modifications and project changes ensuring compliance with laws, codes and sound industrial practices; Analyze processes and plans for the effective review, comment, permitting, and inspection of all occupancy classifications, with a focus on group H occupancies primarily those specific to technology-focused custom manufacturing of active pharmaceuticals including commercial-scale production utilizing hazardous/energetic chemistries, chromatographic separations using simulated moving bed (SMB) technology, continuous processing, and specialized chemical capabilities; Conduct multi-agency drills that test operational strategies and lead reviews; Investigate fires, hazardous materials spills and releases, and other incidents; Analyze and approve the storage and use of chemicals and explosives as it relates to the Department of Defense development processes and familiarity with applicable aerospace and military standards, Code of Federal Regulations and OSHA; Excellent written and verbal communication skills, ability to research, analyze, and write detailed technically complex policies, procedures, training material, and guidelines; Develop and manage a multi-department budget of approximately \$55 Million.

Marshal Instructor I

Certified Emergency First

Responder Instructor Primary and

Secondary Care and AED

Certificate Fire Prevention 2C,

Special Hazard Occupancies,

CSFM Accredited Course C090197

Certificate Fire Prevention 2B,

CSFM Accredited Course C052640

Certificate of Completion

Classification of Hazardous

Materials, Fire Chiefs Association

Certificate Fire Investigation 2A,

CSFM Accredited Course

Certificate Fire Investigation 1B,

CSFM Accredited Course C30129

Certificate Fire Investigation 1A,

CSFM Accredited Course 08-1925

Certificate Wildland Fire

Investigation FI210

Certificate Fire Prevention 1A,

CSFM Accredited Course

Certified Hazardous Material

Industrial Technician

Certified Hazardous Material

Specialist

Certified Incident Commander,

FRO, FRA, ICS

PROFESSIONAL AFFILIATIONS

Regional Fire Pump Committee

(2000)

Regional Fire Sprinkler Committee

(2004-2006)

Regional Fire Code Adoption

APPENDIX: RESUMES

Lisa M. Beaver, P.E. Director, Fire and Life Safety Services

Senior Fire Protection and Loss Control Engineer/Fire Marshal Sacramento Municipal Utility District 2005–2012

Subject matter expert in the interpretation, application and enforcement of the California State Laws and Building Standards, National Fire Protection Association standards, International Codes, National Electrical, and Safety Code and the Occupational Safety and Health Administration Standards; Reviewed documentation for construction of power generation and distribution facilities, communication, and building technology operations and support infrastructures; Conduct analyses to identify vulnerabilities to the Districts infrastructure, employees, and customers; District's representative when interacting with surrounding jurisdictions and governmental agencies; Instructed and provided field training to District employees and surrounding governmental agencies focused on operational strategies and tactics for emergency response; Conduct and direct cause and origin fire investigations. Collect and track critical data for vulnerability analyses and develop District policies that related to emergency response and property protection.

Supervisor Fire Plan Review/Assistant to Fire Marshal City of Sacramento Fire and Building Department 1999–2007

Assist the Fire Marshal with research, review, and approval of performance-based designs which ultimately resulted in the approval of Alternate Materials and Methods. Evaluate compliance with performance and testing guidelines and standards such as UL, FM, ASTM, ASME, and NFPA; Develop streamline regulatory compliance programs; Supervising Fire Protection Engineer and code professional for project planning and development stages; Reviewer of department policies and standards which were specific to the agencies emergency response equipment and Standard Operational Guidelines; Evaluated existing process of plan review and inspection, collected and evaluated data to implement process change, trained personnel on proposed changes and implemented new program; Reviewed fee structure for fire permits and assisted in the development of a new fee structure, ensuring recovery of department costs; Official representative of the Fire Marshal on all code adoption and development committees; Review and evaluate proposed buildings and sites for compliance with all state, municipal codes and standards; Provided training to fire prevention and plan check staff that focused on the application and communication of codes and ordinances; Ensured consistency of plan review and inspections by encouraging open communication, education, and by an environment of collaboration.

Committee (1997-2012)

High Rise Standard Development

Committee (2000-2004)

California State Fire Marshal's

Photovoltaic Sub-Committee and

Work Group (2008-2010)

NORCAL Fire Code Committee

(2012-2015)

UL Standards Technical

Panel for Flammable Liquid

Storage Cabinets, STP 1275

(2013-Present)

Northern Nevada Fire Marshals

Code Adoption Group 2018

I-3 Code Committee

2019–Present

TENURE AT BV

2+

TOTAL YEARS OF EXPERIENCE

24+

APPENDIX: RESUMES

Rob Arnett Fire & Life Safety Inspector

EDUCATION

B.S. of Arts - Public Safety
Administration
A.S. in Science Degrees - Social
and Behavioral Science

LICENSES/CERTIFICATIONS

ICC Certified:
Residential Fire Sprinkler
Inspector/Plans Examiner
Fire Inspector II
Fire Inspector I

CSFM Training Program:
Fire Prevention Officer
Plans Examiner
Fire Protection Specialist

PC 832 Arrest and
Fire Arms Course

National Incident Management
System Training:
FEMA 100/200/700/800

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
California State Fire Marshal
Federal Emergency Management
Agency (FEMA)

TENURE AT BV

3+

TOTAL YEARS OF EXPERIENCE

32+

Rob has several decades worth of experience in public safety, including fire inspection and police work. He is educated in matters of public safety and security. His previous experience as a police officer and current experience as a fire inspector have honed his skills for being detail-oriented and a self-starter. Rob's other strong skills include communication, management, discernment, adaptability, and time management.

SELECT PROJECT EXPERIENCE:

Fire & Life Safety Inspector Bureau Veritas 2019-Present

Performs commercial and residential inspections throughout Northern California. Performs NFPA 13, 13R & 13D fire sprinkler inspections and NFPA 72 fire alarm inspections. Performs annual fire and life safety occupancy inspections. Trains operational staff for the company inspection program. Assists with Community Risk Reduction policy and procedures.

Fire & Life Safety Inspector Private Sector 2019-Present

In the area of Grass Valley, CA, perform NFPA 13, 13R & 13D fire sprinkler inspections and NFPA 72 fire alarm inspections.

Fire Inspector/Supervising Fire Inspector City of Roseville Fire Department 2004-2018

Supervises, assigns, and prioritizes the staff assigned to the following: fire inspection, plan review, code enforcement and hazardous material inspection (CUPA). Participate in budget preparation and create Council Communications for review. Manage programs assigned to the Fire & Life Safety Division, Fireworks enforcement, weed abatement, the youth fire setter program, false alarm program, CUPA program. Rob also participates in development and project evaluation meetings. He also provides technical assistance to staff and fire companies.

Police Officer City of Roseville Police Department 1996-2004

Enforced California state laws. Investigated crimes against persons and properties. Interviewed victims and witnesses, collected and evaluated evidence, and interrogated suspects. He also served as a Youth Services Officer.

APPENDIX: RESUMES

Andrew Reiwitch Fire & Life Safety Inspector

EDUCATION

Completed Coursework, Fire Technology

LICENSES/CERTIFICATIONS

Fire Prevention 1A–3A, 1B, 1C, PC 832, DSA Fire Plans Examiner Certification

Sacramento Metropolitan Fire District Fire Inspector Academy Graduate–Fire Inspector II

Passed ICC Fire Inspection II Exam

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

National Fire Protection Association (NFPA)

TENURE AT BV

6+

TOTAL YEARS OF EXPERIENCE

30+

Andrew has over 30 years of experience in the fire & life safety Industry. He is a fire plans examiner and inspector and is experienced in commercial, residential, governmental, and health care facilities. His knowledge and understanding of the code enables him to successfully teach Fire Courses in the Northern California region. He is able to effectively communicate with architects, designers, contractors, and owners to work through issues that arise during the course of a project. Andrew is a team player and works cooperatively to remedy deficiencies.

SELECT PROJECT EXPERIENCE:

Fire Inspector / Plans Examiner Bureau Veritas North America, Inc. 2015–Present

Provides fire plan review and consulting for various jurisdictions in Northern California and throughout the State. Reviews plans for the California State Fire Marshal, California State University System, City of Roseville, Yolo County and other jurisdictions and agencies. Projects include CSU Northridge Parking Structure, New BSCC James A. Musick Jail Facility, Cache Creek Casino New Highrise Hotel, DSA Emma Duncan Polytechnic High School and many others.

Fire Inspector / Plans Examiner Private Consulting (various locations) 2013–2015

Provided fire plan review and inspection services for multiple jurisdictions such as Sacramento Metropolitan Fire District, Roseville Fire, Yuba Fire, Lincoln Fire, etc. Performed preliminary site and building fire plan review, architectural, civil, and specialty fire protection and fire & life safety review. Provided design consultation of all aspects of fire & life safety construction techniques, systems and methods including field inspection for code compliance. Utilized CFC, CBC, NFPA, and CCR Title 19 and 24. Provided plan review and inspection for new and existing commercial businesses, government buildings, health care facilities, privatized military bases and residential dwellings. Responsibilities included project research, detailed plan review and consultation specializing in fire protection and fire & life safety construction, fire inspection, code analysis, record keeping, detailed report writing, computer database management and detailed correspondence with the fire districts, engineers, architects, contractors, and homeowners.

Adjunct Professor Fire Service Code Enforcement Training 2013–Present

Teaches fire service code enforcement training at the Northern California Regional Training Academy.

Subject Matter Expert CPS HR Consulting 2013–Present

Designs tests for fire related licensure and certification across the United States.

Contract Fire Inspector University of California, Davis

Provided fire inspection and fire plan review services for UC Davis.

APPENDIX: RESUMES

Troy Schmidt, S.E. Plan Review Engineer

EDUCATION

M.S. Civil Engineer, Structural
Emphasis

B.S. Civil and Environmental
Engineer

LICENSES/CERTIFICATIONS

Registered Structural Engineer:

CA, #5795

NV, #27963

AZ, #71978

HI, #PE-19417

UT, #12805893-2203

Registered Civil Engineer:

CA, #71078

WA, #20107610

Registered Professional Engineer:

FL, #90619

VA, #63162

MD, # 05 - 59078

PROFESSIONAL AFFILIATIONS

National Council of Examiners
for Engineering and Surveying
(NCEES)

TENURE AT BV

5+

TOTAL YEARS OF EXPERIENCE

21+

Troy has over 21 years of experience as a structural engineer in California. He has extensive experience working on OSHPD and DSA projects throughout Northern California. He is knowledgeable in various design and structural engineering software programs. He is able to conduct plan review services for various building types including residential, commercial and industrial occupancy types.

SELECT PROJECT EXPERIENCE:

Structural Plan Review Engineer Bureau Veritas North America, Inc. 2016 - Present

Conducts structural plan review services for complex projects throughout California. Projects reviewed include Valley Milk in the City of Turlock.

Project Engineer/ Principal Anderson & Doig Structural Engineers 2007 - Present

Delivers innovative, cost effective solutions to meet the aesthetic and functional demands of the building for the client from schematic design to DSA, OSHPD or city approval and through construction. Selects and optimizes structural systems to support lateral and gravity loads for single and multi-story steel, concrete, masonry, wood and light gauge steel structures. Produces structural calculations, design drawings, specifications and provides construction administration services in compliance with the California Building Code. Projects include K-12 public schools, healthcare facilities, private colleges, churches, residential and commercial buildings, structural rehabilitation, seismic retrofit and forensic engineering. Projects utilize design-build, design-bid-build and integrated project delivery methods. Manages client base as well as engineering, drafting and administrative staff.

Design Engineer/ Project Manager Harris & Sloan Consulting Group 2004 - 2007

Analyzed, designed and detailed single and multi-story buildings throughout California using wood, steel, concrete and masonry. Projects included new custom and production residential homes, recreation centers, apartment, condominium and senior housing complexes, renovations, mixed-use, commercial, retail and office buildings. Successfully managed client base providing quality engineering for projects on time and within budget. Responsible for creating project proposals, invoices and schedules, attending value engineering and other client meetings, providing structural observation and construction administration services as well as managing engineering and drafting staff.

APPENDIX: RESUMES

Cristian Son, P.E., Plan Review Engineer

EDUCATION

M.S. Electrical Engineering
Minor in Electro - Mechanical

Applications

REGISTRATIONS/CERTIFICATIONS

Registered Professional Engineer:

CO, #46648

NM, #21188

UT, #7994591-2202

Registered Electrical Engineer:

CA, #16910

AZ, #51091

HI, #14016 (TPR-052 Certified)

ID, #15242

NV, #21663

TX, #111129

WA, #49902

PROFESSIONAL AFFILIATIONS

Institute of Electrical and Electronics
Engineers (IEEE)

National Council of Examiners for
Engineering and Surveying (NCEES)

National Fire Protection Association
(NFPA)

International Association of Electrical
Inspectors (IAEI)

TOTAL YEARS OF EXPERIENCE

22+

Cristian has over 22 years of experience as an electrical engineer performing highly advanced plan review of single and multi-story structures and commercial, industrial facilities, power plants energy storage facilities and has worked on property condition assessments.

His electrical expertise includes design, low and medium voltage, power, lighting, one line diagrams, load calculations, fire alarms, electrical rooms, and electrical specifications using AutoCAD. He performs plan and peer reviews for power plants includes solar, wind and gas. His experience in plan and peer review for commercial and industrial facilities include retail buildings, schools, hospitals, fast food restaurants, hotels, laboratories, storage buildings, temples, tenants improvements, oxidizers, wireless towers, oil refineries, data centers, and casinos for various agencies, organizations and local jurisdictions. Cristian analyzes complex electrical systems for code and ordinance compliance using international, federal, and state regulations, codes, and standards, such as CEC, NEC, CBC, NFPA, NESC, ICC, IEC, BS, GO, and IEEE for his reviews.

SELECT PROJECT EXPERIENCE

San Jose State University Campus Village / Health & Counseling Center San Jose State University, CA

Provided review services to verify that the construction of this new, 192,895 square foot, 10-story structure is completed in substantial compliance with the approved plans and specifications, applicable building codes, and California State University specific standards and regulations.

California State University Cal Poly San Luis Obispo, CA

Provided review services for the Student Housing South project which consists of seven, four and five story residential buildings which will house an additional 1,444 student beds, 29 Resident Advisor spaces, and 2 two bedroom apartments for professional staff. The total square footage is approximately 383,000. In addition to the housing structures, a welcome center and 483 structured parking spaces will be included totaling to approximately 154,000 square feet. The total project budget is approximately \$165 million which includes all site development, site utilities, parking, ramps, sidewalks, curb cuts, landscaping, site lighting, and signage.

City and County of Honolulu

Provides third party electrical plan review services for projects located in the City and County of Honolulu, Hawaii. Projects include Coffee Bean, Tower A Halawa View apartments, Kapiolani Mixed Use Phase 1, GNC Kapiolani, GYU TVA, University Campus Housing duplexes, Hawaiian Airlines, and more.

University of Nevada, Reno

Reviewed the Great Basin Hall project for electrical components. Provided comments to the architect and conduct rechecks of the plans to verify substantial compliance with the applicable building codes.

City of Corona

Conducts as-needed electrical plan review for various projects in the City of Corona. Primarily assists with large or complex projects including residential, mixed use, commercial, and industrial projects.

APPENDIX: RESUMES

Wendy Haggard, P.E. Plan Review Engineer

EDUCATION

M.S., Civil Engineering
B.S., Civil and Environmental
Engineering

LICENSES/CERTIFICATIONS

Registered Professional Engineer:
CA, #66422

PROFESSIONAL AFFILIATIONS

TENURE AT BV

7+

TOTAL YEARS OF EXPERIENCE

10+

Wendy has over 10 years of experience in the engineering field. She is knowledgeable in the areas of infrastructure development, sewer design, and roadway design.

SELECT PROJECT EXPERIENCE:

Plan Review Engineer Bureau Veritas North America, Inc. 2014 - Present

Provides plan review services for projects such as residential, commercial, industrial, infrastructure, development, grading, etc. Specific projects include:

Cities of Lincoln, Roseville, and Sacramento

Provides as-needed structural plan review services for various clients in California. Projects include residential and commercial new and existing structures.

Town of Loomis

Provides civil plan review services on an as-needed basis for the Town. Reviews are typically performed at the Town of Loomis when Town staff is out of the office.

LendLease Military Housing - Nationwide

Provided civil plan review services for multiple projects and military bases throughout the United States.

Civil Engineer Private Sector 2001 - 2010

Provided staff augmentation for the City of Manteca. Duties included acting as project manager for the South Union / Atherton projects. Worked with a design firm and the City to complete the design of a roadway extension and widening project. Coordinated the bidding process, construction, supervised the inspectors, and processed all of the day-to-day activities. Assisted with the right-of-way process and led coordinated with PG&E, Verizon, and Caltrans.

Fire Station Development

Worked with an architectural firm and the City's fire department to design two fire stations; one a remodel of an existing office building involving seismic upgrades and the other is a brand new building. Coordinated with the departments within the City, the architect firm, as well as their sub consultants, and an electrical third party.

County of Sacramento's Sacramento Area Sewer District (SASD) [formerly known as County Sanitation District 1 (CSD-1)], Sacramento, California

Reviewed upcoming developments and determined how to provide service consistent with the SASD master plan. Reviewed all sewer studies for upcoming development. Attended coordination meetings with other agencies. Edited a procedures manual for SASD Development Services Section designed to aid in the transfer of personnel.

APPENDIX: RESUMES

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATIONS

Professional Civil Engineer
CA #80051

TOTAL YEARS OF EXPERIENCE

20+

Ashkan Delsim-Arya, P.E.

Plan Review Engineer

Ashkan has over two decades of experience as a plan review engineer as well as a structural design engineer. He is proficient in CSI software including ETABS, SAP, SAFE, and Auto CAD (Ver.2017, Ebercalc, StruCalc, Retainpro, and Struware). His familiarity with multiple codes and standards includes ASCE, ACI, AISC, IBC, NDS, and CBC. He has worked with several municipalities in the state of California and has proven his reliability, strong customer service, and the depth of his technical knowledge.

SELECT PROJECT EXPERIENCE:

Plan Review Engineer

Bureau Veritas North America, Inc.

2018 - Present

Provides specialized structural engineering plan review for jurisdictions and projects throughout California for compliance with the International and California Building Codes. Has worked on a protracted range of projects from simple commercial projects to complex high rise buildings. Types of buildings reviewed include single and multi-story wood, concrete tilt-up, CMU, steel, and pre-manufactured steel buildings. His expertise has been utilized during the City of Santa Rosa fire recovery effort.

Structural Design Engineer

BHW Structural Engineers, Inc. Larkspur, CA

2017 - 2018

Prepared structural drawings for additions, remodels, retrofits, new construction, and repair projects along with supporting structural lateral and gravity loading calculations.

Structural Design Engineer

Consultant, Self-Employed, San Rafael, CA

2014 - 2017

Prepared structural plans and calculations for a variety of residential and commercial projects.

Structural Design Engineer

SH&B Consulting Engineers, Co. Tehran, Iran

2008 - 2013

Designed low/mid-rise, up to 13 stories, concrete and steel structures consisting of different lateral load resisting systems such as concrete shear wall, moment frames, and different steel bracings and moment frame systems.

APPENDIX: RESUMES

David Gavranich

Plans Examiner

EDUCATION

B.S. Civil Engineer

LICENSES/CERTIFICATIONS

ICC Certified:

Building Plans Examiner

CAL Green Plans Examiner

State of Oregon Certified:

PEA - Plans Examiner A-Level,
#6058PEA

PROFESSIONAL AFFILIATIONS

Structural Engineers

Association of Northern

California (SEAONC)

International Code Council
(ICC)

TENURE AT BV

14+

TOTAL YEARS OF EXPERIENCE

21+

David has over 20 years of experience providing structural reviews to a large number of jurisdictions in Arizona, California and Washington State. He is an Engineer in Training and is an ICC Certified Plans Examiner.

SELECT PROJECT EXPERIENCE:

Plans Examiner

Bureau Veritas North America, Inc.

2007 - Present

Responsible for providing structural plan review for commercial structural building plans and structural calculations for compliance with the International and California Building Codes. Types of buildings reviewed include single and multi-story wood, concrete tilt-up, CMU, steel, and pre-manufactured steel buildings. Conducts plan reviews for power and energy projects for compliance with the California Building Code. Specific projects include:

Winters Hotel

Provided structural plan review of a new hotel in the City of Winters. The structure consisted of three floors with approximately 24,000 square feet of space per floor.

Thunder Valley Casino and Hotel

United Auburn Indian Community

Provides structural plan review services for various projects for the United Auburn Indian Tribe. Projects include the buffet renovation, High Steaks restaurant renovation, events pavilion, summer concert series stage, etc.

(N) Tilt-up Warehouse/Office Building

Yuba City, CA

Provided structural plan review for the new tilt-up warehouse/ office building which is a one story concrete tilt-up structure intended for warehouse and office use. The building contains a 14,249 square foot warehouse space and 4,720 square foot office space constructed of tilt-up concrete panels and open web steel roof joists.

Martis Camp Golf Lodge

Town of Truckee, CA

The Lodge is a three story, 60,388 square feet structure that contains various amenities including men's and women's locker rooms. The challenging foundation was built on a sloping site that consisted of rock. Since the rock was difficult to excavate in multiple areas, many foundations and retaining walls required doweling and pinning into the rock. Review of precast planks, roof and floor trusses, SSI joist premanufactured roof trusses.

Carnegie Arts Center

City of Turlock, CA

Provided structural plan review for the Carnegie Arts Center which is a remodel of an existing concrete building and a two story addition to the existing building. This building contains 19,230 square feet of assembly/office/mercantile and storage areas. The remodel portion of the project included a vertical and seismic upgrade of the existing structure to bring it up to current code standards.

APPENDIX: RESUMES

LICENSES/CERTIFICATIONS

ICC Certified:
 Accessibility Inspector/Plans Examiner
 Building Inspector
 Building Plans Examiner
 CA Building Plans Examiner
 CA Combination Inspector
 CA Commercial Building Inspector
 CA Commercial Electrical Inspector
 CA Commercial Mechanical Inspector
 CA Commercial Plumbing Inspector
 CA Residential Building Inspector
 CA Residential Electrical Inspector
 CA Residential Mechanical Inspector
 CA Residential Plumbing Inspector
 Combination Inspector
 Commercial Building Inspector
 Commercial Electrical Inspector
 Commercial Mechanical Inspector
 Commercial Plumbing Inspector
 Electrical Inspector
 Mechanical Inspector
 Plumbing Inspector
 Residential Building Inspector
 Residential Electrical Inspector
 Residential Mechanical Inspector
 Residential Plumbing Inspector
 IAPMO:
 Plumbing Inspector
 Mechanical Inspector
 DSA:
 Certified Access Specialist #779
 State of California, HCD–Quality Assurance Inspector
 State of Utah, DOPL–Combination Inspector
 State of Oregon Certified:
 SIA Structural Inspector, #5962SIA
 PEA Plans Examiner A-Level, #6057PEA
 MIA Mechanical Inspector A-Level, #5908MIA
 CAS Residential Structural Inspector, #2619CAS

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
 International Association of Plumbing and Mechanical Officials
 Division of the State Architect

TENURE AT BV

10+

TOTAL YEARS OF EXPERIENCE

35+

Rick Mauldin, C.A.Sp. Plans Examiner

Rick is a skilled plans examiner and inspector for major multi-discipline and multi-level building projects, known for providing inclusive plan examinations and support to fellow coworkers and various jurisdictional building staff. As a building official, senior plans examiner and senior inspector, Rick has 37 years of management, inspection, contracting, building inspection, and building code compliance review experience, including experience with both a city agency and the private sector. He has completed complex reviews of a variety of projects including fire stations, indoor and outdoor malls, multi-story parking structures, hotels and motels, various cellular towers, electrical distribution systems, photo voltaic systems, mechanical systems, plumbing systems, multi-level commercial establishments, various restaurants and fast food buildings, medical and dental offices, commercial swimming pools, mixed use occupancy buildings, multi-family buildings, single and multi-level single-family dwellings and site civil review for site accessibility access. He is also extremely organized and professional when managing several large projects and working with clients. Rick also worked on higher education projects, such as Arizona State University.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner Bureau Veritas North America, Inc. 2011–Present

Senior plans examiner responsible for residential, commercial, and industrial plan review of projects throughout California, Washington and Arizona. Specific projects include:

City of West Sacramento

Provides in house plan review services for residential, commercial, and industrial projects in the City of West Sacramento. Works effectively with applicants to explain code requirements. Creates correction letters outlining areas of improvement for plans and referencing the applicable building code sections and locally adopted regulations.

City of Roseville, CA

Provides plan review services to the City of Roseville. Assists with reviewing Roseville Westfield Galleria tenant improvement projects by verifying compliance with the California Building Code as well as Westfield's Tenant Improvement requirements. Other projects include:

- Fiddymment Ranch plans 2,3,4,5,6
- Diamond Creek
- Sierra New Town Homes
- Sammy's Rockin Bar and Grill
- Town Square, tenant improvement
- The Club–Del Webb
- JMC Homes 2010, code updates
- Verrado at Diamond Creek
- Custom Homes at Whispering Canyon
- Civic Plaza revisions

APPENDIX: RESUMES

Salvador Gonzalez

Plans Examiner

EDUCATION

Bachelor's Degree, Construction
Engineering Technology
A.A., Building & Safety Code
Administration

LICENSES/CERTIFICATIONS

ICC Certified:
Accessibility Inspector
Plans Examiner
Certified Building Official
Residential Combination
Inspector
California Building Plans
Examiner
Building Inspector
Mechanical Inspector
Electrical Inspector
Plumbing Inspector
Combination Inspector
CALGreen:
Inspector
Plans Examiner
CA Certified Access Specialist
(CASp), #796

PROFESSIONAL AFFILIATIONS

California Building Officials
(CALBO)
International Code Council (ICC)
CALGreen

TENURE AT BV

<1

TOTAL YEARS OF EXPERIENCE

17+

Salvador Gonzalez has 17+ years of experience within the industry. Salvador has received various certifications throughout his career which have served to demonstrate his knowledge and expertise. He has excelled in various projects within California and has worked in various sectors throughout the industry. Salvador Gonzalez is a well-rounded individual and a team player.

SELECT PROJECT EXPERIENCE:

Business Unit Manager Bureau Veritas North America, Inc. 2021 – Present

Directs the operations for the Northern California region, managing the day to day operations of the office. On a daily basis works closely with clients to meet their needs and provide quality services efficiently. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for the jurisdictions throughout Northern California.

Senior Building Plans Examiner City of West Sacramento, CA 2015 - 2021

Reviewed and approved building construction plans to ensure compliance of plans with pertinent codes, regulations, and ordinances. Organized, assigned, and reviewed the work of assigned consultants engaged in residential, commercial, and industrial building plan reviews. Performed complex accessibility field inspections to ensure compliance with plans and accessibility code requirements.

Senior Building Inspector City of Ventura, CA 2012 - 2015

Inspected commercial and residential buildings and structures to determine compliance with the structural, mechanical, plumbing, electrical, and housing codes and approved plans. Inspected workmanship and materials in building construction plans for conformance with plans and specifications and inspected potentially substandard or dangerous buildings. Prepared and maintained reports, letters, and correction notices on code violations and variations from approved plans.

Building Inspector II Amador County, CA 2006 - 2012

Performed field inspections of residential, commercial, or industrial structures in varying stages of construction, alteration, or repair. Interpreted applicable codes, ordinances, and regulations for builders and homeowners. Investigated violations of building and zoning laws.

Electrician HLK Construction 2005 - 2006

Plan layout and installation of electrical wiring, equipment and fixtures, based on job specifications and local codes.

APPENDIX: RESUMES

Gary L. Eide, C.B.O. Plans Examiner

EDUCATION

Buildng Industry Corses

LICENSES/CERTIFICATIONS

General Contractors License:

CA, #422828

ICC Certified:

Building Official

Accessibility Inspector/Plans
Examiner

Building Inspector UBC

Building Inspector CBC

Building Plans Examiner

Building Plans Examiner CBC

Combination Plans Examiner

Electrical Plans Examiner

Mechanical Inspector UMC

Mechanical Inspector CMC

Mechanical Plans Examiner

Plumbing Plans Examiner

PROFESSIONAL AFFILIATIONS

SACRAMENTO VALLEY

ASSOCIATION OF BUILDING

OFFICIALS (SVABO)

International Code Council (ICC)

TENURE AT BV

3+

TOTAL YEARS OF EXPERIENCE

31+

Gary has more than 30 years of experience in the building safety industry and has served as Chief Building Official, Interim Building Official, ADA Coordinator, Plans Examiner and Building Inspector throughout his career. He started his career in municipal work with the City of Lincoln in 2002 as a Building Inspector I and worked his way up to becoming Chief Building Official in 2014. Prior to his employment with the City of Lincoln, Gary owned a construction company. He has been an active member of the SVABO and has received multiple awards and recognitions including: 2009: Bob Stoddard of the Year; 2010: Outstanding Contributions; and 2011: Bob Stoddard Inspector of the Year. He has been on the SVABO Education Committee since 2008, was the Co-Chairman Education Committee in 2009 and 2010, the Education Chairman in 2011, and currently serves on the committee.

SELECT PROJECT EXPERIENCE:

Plans Examiner/ Inspector Bureau Veritas North America, Inc. 2018–Present

Senior plans examiner responsible for residential, commercial, and industrial plan review of projects throughout California. Works effectively with applicants to explain code requirements. Creates correction letters outlining areas of improvement for plans and referencing the applicable building code sections and locally adopted regulations.

Interim Building Official City of Marysville 2018–2019

Served as Interim Building Official. A working supervisor who planned, oversaw and performed functions of plan review and approval, permit applications, building inspections and code enforcement in support of a growing city. Responsive to inquiries from members of the public, fire district, contractors, developers and co-workers.

Chief Building Official and ADA Coordinator City of Lincoln 2014–2018

Performs the duties of the Building Official as directed by the Development Services Director and the City Managers. Supervises and assigns the daily inspection request lists to the building department inspection staff. Supervises, assigns and performs all types of building plan review submittals. Manages numerous building consultant firms. Manages, notices and investigates all building department and Municipal Code enforcement issues. Participates in Development Service meetings and determinations. Provides a positive customer service experience to the developer, contractor and homeowner. Provides technical support to the permit tech, planning, engineering and inspection staff. Prepares and manages the building department budget. Provides over the counter, email and phone assistance for building code questions or complaints. Provides special inspection services for Fire Department incidents and Police Department actions.

APPENDIX: RESUMES

Sameh Zaki Plans Examiner

EDUCATION

B.S. Architecture Engineering

LICENSES/CERTIFICATIONS

Engineer in Training of California
Board (E.I.T.)

ICC Certified:

Accessibility Inspector/Plans
Examiner

Building Inspector

Building Plans Examiner

California Building Plans Examiner

California Commercial Building
Inspector

California Commercial Mechanical
Inspector

California Commercial Plumbing
Inspector

California Residential Building
Inspector

California Residential Mechanical
Inspector

Commercial Building Inspector

Commercial Mechanical Inspector

Commercial Plumbing Inspector

Mechanical Inspector

Residential Building Inspector

Residential Mechanical Inspector

Residential Plumbing Inspector

Building Inspector Certificate,
Orange County

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

20+

Sameh has over 15 years of experience as a plans examiner complying with all California building codes and regulations covering various areas of construction. He has engineering and architectural experience including design, preparation review and submittal of construction documents. Mr. Zaki has performed plan reviews for various projects including residential, commercial, healthcare, and industrial.

SELECT PROJECT EXPERIENCE:

Quality Assurance and Quality Control Coordinator University of California, Davis Medical Center, Sacramento

Provided Fire & Life safety, disabled access, OSHPD and related code options to project design team for pre-design, schematic design, design development and construction documents through meetings and plan review. Managed interdisciplinary coordination reviews including mechanical, electrical and plumbing systems and associated bracing and anchorage to assure high quality documents prior to bid to minimize change orders during construction. Provided direction to consulting design firms regarding the Quality Assurance Program. Monitored and reviewed the work of consultants to assure compliance. Coordinated and obtained appropriate reviews for projects by the Office of Statewide Health Planning and Development, State fire Marshal, city jurisdiction and other authorities. Maintained an active tracking and filing system during the course of assigned projects to document all code-related issues and changes through due dates and priority projects selected by Management. Provided FD&C Management with resource to check compliance between actual Field Construction conditions against approved construction documents. Provided project management of major improvement projects including coordinating and directing from pre-design through design and construction to project closeout with governing authorities and the management of special programs as directed. Coordinated multiple discipline inspections and Approvals, i.e. OSHPD, Fire marshal, and inspector of Record. Proactively monitored, investigated, controlled, and mitigated all possible code-related issues throughout the course of assigned construction projects to avoid all possible delays related to code compliance issues.

Senior Plans Examiner Bureau Veritas North America/ LP2A, Sacramento, CA

Examined plans and specifications for residential, commercial, health care facilities and industrial buildings including Fire, Life, Safety, Disabled access and Structural for new buildings, alterations, additions and first time tenant improvements.

Fire and Life Safety Officer I Department of General Services, State Architect, Sacramento, CA

Plans reviewer for schools and higher education projects including fire, life, and safety in accordance with the DSA formal plan review process.

APPENDIX: RESUMES

Jeffrey Wise Building Inspector

EDUCATION

Completed Courses in UBC
Standards and Plan Review

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:

Building Inspector

Mechanical Inspector

Mechanical Inspector UMC

Reinforced Concrete Special
Inspector - Legacy

Structural Steel & Welding
Special Inspector

PROFESSIONAL AFFILIATIONS

International Code Council
(ICC)

TENURE AT BV

3+

TOTAL YEARS OF EXPERIENCE

33+

Jeffrey has 33 years of experience in the building safety industry as a building inspector, construction inspector and plans examiner. While working in coordination with the owner, architect, project management, general contractor and Authority Having Jurisdiction, he has been able to create a unique position to perform all necessary inspections in a timely manner in order to keep a "fast paced" project ahead of schedule. Jeffrey has created power point presentations from his experience as a rapid assessment inspector in New Orleans, post Hurricane Katrina, that was shared by local news station. He is also proficient in using Blue Beam and other software for plan review and inspections. Jeffrey has a high level of knowledge of the California and International Building Codes and can successfully find solutions to code issues that may arise during the course of a project.

SELECT EXPERIENCE:

Building Plans Examiner/Inspector Bureau Veritas North America, Inc. 2017 - Present

Provides plan review and building inspection services for various jurisdictions in Northern California. Outside plan check services based from the Sacramento office. As-needed building inspections for City of Rocklin.

Senior Combination Building Inspector City of Rocklin 2017 - Present

Provides as-needed building inspections services as a combination building inspector for the City of Rocklin. Performed inspections on 2 large assisted living projects that included 3 story approximately 40,000 SF independent care building, 35,000 SF memory care building and 10 independent care townhouses as well as an Oracle multiphase 4 story tenant improvement project. Daily activities regularly include inspections of tenant improvements with SF ranging from 2,000 to 4,500.

Inspector of Record / Building Inspector Allana Buick and Bers., Maui, HI 2016 - 2017

Inspected all plumbing, electrical, mechanical and structural and other components to ensure conformance to code and zoning ordinances on various projects including a \$450 million project with 8 wings, 2 stories, and 2 parking garages. Recorded and reported code violations, notified owners, contractors and issued stop orders for serious violations. Conducted final inspections to ensure compliance. Completed required paperwork and maintained records. Received and investigated complaints regarding code violations and zoning ordinances, answered general inquiries and provided information to the client.

APPENDIX: RESUMES

Jim Scovill Building Inspector

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:

Residential Mechanical
Inspector

Plumbing Inspector UPC

Commercial Building Inspector

Residential Electrical Inspector

Residential Building Inspector

Residential Combination
Inspector

Building Inspector

Accessibility Inspector

Class B Contractors License

PROFESSIONAL AFFILIATIONS

International Code Council
(ICC)

TOTAL YEARS OF EXPERIENCE

24+

Mr. Scovill is a proficient building inspector with over 24 years of experience in code compliance and the construction industry. He holds multiple ICC certifications and has an extensive background in the provision of commercial and residential inspections. Furthermore, throughout his career he has had the opportunity to exhibit strong leadership and supervision competencies and has proven to be customer service oriented on multiple occasions.

SELECT PROJECT EXPERIENCE:

Building Inspector City of Lincoln 2014 - 2018

Mr. Scovill performed a full array of residential and commercial inspections for the City of Lincoln in addition to dispatch, plan checks, and code enforcement. Commercial establishments inspected include strip malls, hair and nail salons, a veterinary hospital, gyms, massage parlors, fast food restaurants, retail stores, and building upgrades and alterations for a Kaiser location. Mr. Scovill also inspected high end homes in the Catta Verdera development as well as numerous tract developments. He also had the opportunity to exhibit his strong customer service skills when the City's Building Official asked for assistance with regards to staffing the public counter and answering code compliance questions via telephone.

Building Inspector Private Sector 2014

Performed various residential and commercial inspections. Examined building plans, specifications, and evaluated technical reports to ensure compliance with the California Building Code, regulations, and bylaws, as required for permit issuance.

General Contractor Self-Employed 2009 - 2014

Executed all phases of construction - mostly additions, remodels, and repairs. Additionally, provided support for projects through the drawing of plans.

Building Inspector City of Lincoln 2003 - 2009

Joined in 2003 as a new inspector and was sent to the Lincoln Del Webb project where he performed all phases of residential inspection. The Building Official would continue to assign Mr. Scovill to different tract projects and eventually to commercial activities as well. Was initially sent to assist with inspections on various retail locations including TJ Maxx, Ross, and Famous Footwear. He excelled during these retail assignments and was eventually given the Lead Inspector position for a new Target location in the City. Mr. Scovill also inspected two fire stations, a Starbucks, a Carl's Jr., and many tenant improvement projects.

APPENDIX: RESUMES

Christopher Gales C.A.Sp., Building Inspector

EDUCATION

Certification in Fire Science
Certification in Building
Inspection Technology
City of Roseville Supervisory
Academy

REGISTRATIONS/ CERTIFICATIONS

ICBO/ICC:
Building, Electrical, Plumbing,
Mechanical, Combination
Commercial and Residential,
Building Plans Examiner,
Building Codes Specialist, and
Certified Building Official
DSA - C.A.Sp. 569
CALBO Building Official
Leadership Academy
Bob Stoddard Inspector of the
Year

TENURE AT BV

2+

TOTAL YEARS OF EXPERIENCE

16+

Christopher has over 16 years of experience in the construction industry providing building inspection services. Christopher is a highly skilled Senior Building Inspector with extensive knowledge of California Building Codes, construction and building methods and ADA and California Accessibility Standards. He holds numerous ICC Certifications and is also experienced in emergency management as well as construction related accessibility. He gained experience, starting as an entry-level Building Inspector I and ultimately becoming a Senior Building Inspector. His inspection capabilities range from simple water heater change outs through complex industrial building construction. Highly experienced and driven to succeed, Christopher is a valuable member to any professional team.

SELECT EXPERIENCE:

Building Inspector Bureau Veritas North America, Inc. 2019 - Present

Provides inspection services and is responsible for residential, commercial, and industrial inspections of projects located throughout Sacramento and all of California. Specific projects include:

Senior Building Inspector County of Sacramento, CA

Provides on-call inspections services for the County of Sacramento Performing commercial and residential building inspections at various stages of construction, alteration and repair for compliance. Recent projects have been inspections of a various number of commercial alterations - tenant Improvements.

Senior Building Inspector City of Roseville, CA

Performed commercial and residential building inspections at various stages of construction, alteration and repair for compliance. Over half a million inspections performed in total. Performed on-site inspections, issued correction notices and citations. Maintained records of building and inspection activity and completed reports daily. Responded to complaints and followed up by telephone or in writing. Complex building projects include maximum security jail, FBI Regional Headquarters, four-story commercial buildings, apartment building, Top Golf complex, tenant improvements.

APPENDIX: RESUMES

Dennis Beglin Building Inspector

CERTIFICATIONS/ REGISTRATIONS

General B License 782235
ICC Certified:
Building Inspector

YEARS OF EXPERIENCE

23+

Dennis has 23+ years of experience in construction and working with building departments. He is an ICC Certified Building Inspector, who will utilize his extensive experience to deliver services of the highest quality. He has a strong background in roofing, framework, carpentry, and hot mopping. Based on his years of applicable experience and knowledge, Dennis is a valued member to any professional team.

SELECT PROJECT EXPERIENCE:

General Contractor Private Sector 2016 - 2021

Worked as a residential custom home builder. Specialized in remodels and rebuilds from fire damage. Worked closely with architects and construction workers on custom floor plans. Provided customer service to contracted clients.

General Contractor Private Sector 1999 - 2016

Worked as residential and commercial builder. Understood building and zoning laws. Worked closely with architects, draftsmen, and construction workers. Knew how to read floor plans and blueprints of developed and undeveloped buildings.

Lead Structural Engineer Caltrans Statewide Inspection Contract

Paramedic American Medical Response 1999 - 2003

Rendered appropriate care as needed for Advanced Life Support (ALS) and Basic Life Support (BLS) patients per local protocols. Exercised critical decision making based on patient severity. Inspected vehicle, medical supplies and equipment at start of shift. Promoted teamwork with other public agencies and care providers. Ran calls with BLS ambulance and render care when ALS was needed.

Emergency Medical Technician Piner Napa Ambulance 1990 - 2004

Responded to dispatched emergency and non-emergency assignments quickly and safely. Performed basic and advanced patient assessments. Interpret limited histories and patient exams to identify critical issues. Monitored patients for any change in conditions. Inspected the vehicle, medical supplies and equipment at start of shift.

APPENDIX: RESUMES

John Brownlee C.B.O., Building Inspector

EDUCATION

B.S., Business Management
A.A., Computer Science

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:
Building Inspector
Building Official
California Licensed General
Contractor

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
Sacramento Valley Association
of Building Officials (SVABO)

TENURE AT BV

4+

TOTAL YEARS OF EXPERIENCE

29+

John has 29+ years of experience in the building industry working as a contractor, building inspector, plans examiner, and building official for jurisdictions in California. He has experience managing building departments and supervising a staff of plan reviewers, building inspectors, and permit technicians. He is able to successfully communicate with permit applicants such as engineers, contractors, architects, owners, and others, to solve code questions and to find fair and reasonable solutions for code issues that may arise.

SELECT PROJECT EXPERIENCE:

Building Official / Senior Inspector Bureau Veritas North America, Inc. 2015 - Present

Conducts inspection and building official services for various jurisdictions throughout Northern California. Assignments include:

City of Colfax

Acts as Building Official and oversees all of the operations of the Building Department, including inspections, plan reviews, and code enforcement. Responds to emergencies and urgent matters with solutions. Prepares fee schedules and city code revisions for the City Council as well as establishes written procedures. Provides plan review, building inspection, construction inspection, and code enforcement services for residential and commercial projects in the City Colfax. Works with property owners, contractors, and applicants to inspect projects timely and effectively. Notes corrections on daily inspection reports.

City of Roseville

Performs inspection for commercial and residential structures, including subdivisions for nine major homebuilders. Utilizes Accela regularly and prepares inspection reports.

City of West Sacramento

Responsible for the daily inspections as well as the supervision and training of new inspectors and code enforcement. Inspected multi-family apartment complexes as high as seven stories; laboratories for animals, biological, chemical and crop genetic research; seven tilt-up residential tract houses; commercial tenant improvements, cold shells, alterations to Raley Field baseball stadium, hydrogen and compressed natural gas fueling stations and cell towers. Utilized Accela and prepared inspection reports.

APPENDIX: RESUMES

Josh Pino C.A.Sp., Building Inspector

EDUCATION

A.S., Construction Technology,
Minor: Building Inspection
Technology

REGISTRATIONS/ CERTIFICATIONS

Building Inspection
Certification (ICC)

Certified Access Specialist
(C.A.Sp.)

California General Contractor's
License

Community College Teaching
Credential

Supervisory Excellence
Certificate

All-Hazards Emergency
Management Certificate

Urban Search & Rescue
Structure Specialist Certificate

P.O.S.T. PC-832 Certified &
Certified Instructor

Regulatory Investigations
Certificate

PROFESSIONAL AFFILIATIONS

International Code Council
(ICC)

TENURE AT BV

1 year

TOTAL YEARS OF EXPERIENCE

38+

Josh has 38+ years of experience with project management, building inspection, and plan check review. His experience extends to emergency management activities, enforcement of local, state, and federal laws, working with design professionals, as well as making presentations in administrative and court hearings. Josh is also a community college instructor and teaches abatement practices and procedures as well as model building codes. He is fluent in English and Spanish.

SELECT PROJECT EXPERIENCE:

Project Manager / Plan Check Lead / C.A.Sp. Inspector Bureau Veritas North America, Inc. 2019 - Present

Conducts project management and plan check services for various jurisdictions throughout California. Provides periodic CASp Inspections, helping our clients meet the need to evaluate accessibility at public accommodations such as retail and hospitality properties. Some of the clients inspections have been done for are CSU Sonoma and a resort in Calistoga.

Building Official Town of Loomis 2019 - Present

Provides Building Official Duties including in house building inspection, over the counter building and civil plan review, and code enforcement services for the Town of Loomis. For large or complex projects, plans are sent to our team of reviewers in Sacramento.

Plan Check Lead / Inspector Placer County 2019 - Present

Provides supervision and complex inspections of the Placer County Coroner's Office Complex along with the WellQuest Senior Housing Facility for the County of Placer.

Principal Building Inspector, C.A.Sp. City of Sacramento 2010 - 2019

Managed personnel engaged in the inspection, mitigation, and investigation of new construction, hazardous and dangerous conditions, as well as disabled access compliances. Other duties included report writing, public presentations, and activity coordination with other agencies. Worked with design professionals in resolving design issues and historic preservation. Coordinated emergency management training and mutual aid support. Worked with vendor and internal team on the implementation and improvement of software used in the issuance of permits, building inspection, and code enforcement.



City of Grass Valley City Council Agenda Action Sheet

Title: Sewer System Management Plan

CEQA: Not a project

Recommendation: Council to adopt a revised Grass Valley Sewer System Management Plan (SSMP), subject to legal review.

Prepared by: Trever Van Noort, Utilities Director

Council Meeting Date: 1/24/2023

Date Prepared: 1/18/2023

Agenda: Consent

Background Information: The Public Works Department (DPW) is constantly looking for better ways to serve the City and to improve the City's response to Public Works issues. Over the last few months, Public Works staff has been evaluating our response to sanitary sewer overflow (SSO) events and the City's Sewer System Management Plan (SSMP). As part of this review, the City consultant Larry Walker Associates reviewed the City's existing SSMP and updated it to ensure the City is complying with all of the regulations set by the State and Regional Water Resources Control Boards. Our consultant also revised the document to reflect current industry best practices. The SSMP covers information regarding the management of the City's sewer system. This information includes procedures and protocols for daily operation and maintenance, as well as emergency response. The State Water Resources Control Board requires the City to maintain an updated the SSMP. Attached for Council consideration is a copy of the updated Sewer System Management Plan (SSMP).

Council Goals/Objectives: This action promotes the goals of Public Safety and Water and Wastewater Systems and Underground Infrastructure.

Fiscal Impact: Funds were allocated within the Wastewater Divisions fiscal budget for this activity.

Funds Available: Yes

Account #: 510-803

Reviewed by: ___ City Manager

Attachments: Grass Valley SSMP Update 2022-12-06 (Pending legal review)

DECEMBER 2022

CITY OF GRASS VALLEY

Sewer System Management Plan

PREPARED BY:



PREPARED FOR:



GRASS VALLEY
A PLACE TO LIVE AND THRIVE



TABLE OF CONTENTS

Section	Page
INTRODUCTION	1
SEWER SYSTEM MANAGEMENT PLAN GOALS	1
PUBLIC WORKS DEPARTMENT ORGANIZATIONAL STRUCTURE	2
LEGAL AUTHORITY	2
OPERATIONS AND MAINTENANCE PROGRAM	2
Sewer Collection System Mapping	2
Operations and Maintenance Activities	3
Rehabilitation and Replacement Plan.....	4
Training	4
Equipment and Replacement Parts	4
DESIGN AND CONSTRUCTION STANDARDS	4
OVERFLOW EMERGENCY RESPONSE PLAN	5
Goals 5	
Notification Process	5
Public Observation	5
Receipt of Lift Station and/or Treatment Plant Alarm.....	6
Staff Observations.....	6
Safety 6	
SSO Response Procedures	7
Dispatch and Initial Assessment of the Situation	7
Restore Flow	8
Initiate Spill Containment Measures	8

Clean-up.....	8
Follow-up Activities.....	9
Water Quality Sampling and Analysis	10
Public Notification.....	11
Estimated Volume of Spilled Sewage	11
Internal SSO Reporting Procedures	12
External SSO Reporting Procedures.....	13
SSO Documentation and Recordkeeping Requirements	15
Post-SSO Event Debriefing and Training.....	21
FATS, OILS, AND GREASE (FOG) PROGRAM	22
SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN	22
MONITORING, MEASURING, AND PLAN MODIFICATION	23
SSMP AUDITS	23
COMMUNICATION PROGRAM	23

INTRODUCTION

The City of Grass Valley (City) owns and operates a sewer collection system that collects wastewater from a total service population of approximately 12,800. The system is comprised of 1,385 manholes and approximately 98,300 feet of sewer collection system pipelines of varying sizes dependent upon the area dynamics of location and number of customers served. The system also has eight (8) lift stations that are maintained by utility operations personnel.

Organizationally, the Utilities Division and its labor allocation is part of the Department of Public Works and under the direction of the Utilities Superintendent or designee.

The City has dedicated funds for both short- and long-term repair and replacement of critical mechanical and non-mechanical infrastructure elements of the sewer collection system contained both in annual operating budgets and within the City's Capital Improvement Plan (CIP). Two funding sources (user rates and impact fees) are reviewed annually during the budget process to ensure that program priorities are consistent with the needs of operating an effective utility.

SEWER SYSTEM MANAGEMENT PLAN GOALS

The goals of the City's Sanitary Sewer System Management Plan (SSMP) are:

- To efficiently and effectively manage, operate, and maintain all parts of the City's sewer collection system
- To provide adequate capacity to convey peak wastewater flows. Adequate capacity, for the purposes of this SSMP, is defined as the capacity to convey peak wastewater flows per the City Improvement Standards
- To prevent and reduce the frequency of sanitary sewer overflows (SSOs)
- To mitigate the impacts that are associated with any SSO that may occur
- To meet all applicable regulatory requirements
- To provide and make available comprehensive staff training on the proper operations and maintenance of the sewer collection system, its infrastructure and equipment

The following are changes and projects to prevent the spills and/or improve SSO responses (three year plan):

- Implement Nexgen software for sewer collection system work order tracking and asset management
- Purchase easement machine to improve efficiency and reach areas with limited access
- Mount a Ring-O-Matic vacuum unit on a truck to provide better response to SSOs.

PUBLIC WORKS DEPARTMENT ORGANIZATIONAL STRUCTURE

This section of the SSMP identifies City staff responsible for implementing this SSMP, responding to SSO events, and meeting the SSO reporting requirements.

The City's authorized representative (Legally Responsible Official [LRO]) in all sewer system matters is the City Manager or his designee. The Utilities Director and the City Engineer have designated authority to submit verbal, electronic, and written reports on behalf of the City to the Central Valley Regional Water Quality Control Board (Central Valley Water Board), State Water Resources Control Board (State Water Board), Nevada County Department of Environmental Health, California, Department of Fish and Game (CDFG), Nevada Irrigation District (NID), and California Emergency Management Agency (CAL-EMA). The Utilities Director and City Engineer are currently enrolled to certify electronic SSO reports submitted to the State Water Board via its electronic reporting system, California Integrated Water Quality System (CIWQS). All management personnel mentioned in this section are authorized to submit CIWQS reports. Ultimately, the Utilities Director is responsible for developing, implementing, and maintaining all elements of the SSMP. Emergency contact information for all personnel, including management staff is readily available to all department staff and on-call personnel.

A copy of the organizational structure is included in **Appendix A**. Further details on the chain of communication for reporting SSOs is provided in the section, Overflow Emergency Response Plan.

LEGAL AUTHORITY

The City of Grass Valley Municipal Code, Title 13, is the legal authority for regulating the sewer collection system. The City's Building Standards Code is also part of the Municipal Code, Title 13. The Municipal Code can be easily accessed at www.cityofgrassvalley.com in a searchable format. Additionally, the City has authority for designing, constructing, installing, testing, and inspecting all public improvements. The Design Standards and Construction Standards and Standard Details, collectively referred to as "Improvement Standards" were revised most recently in May 2016. The Improvement Standards apply to, regulate, and guide the design and construction of all public improvements, and set guidelines for certain private improvements within the City. The Improvement Standards are posted on the City's website at www.cityofgrassvalley.com.

OPERATIONS AND MAINTENANCE PROGRAM

SEWER COLLECTION SYSTEM MAPPING

The City's Engineering Division maintains sewer collection system maps in AutoCAD and record drawings. Sewer collection system maps are available electronically to all field crews, which can submit map change work orders to the Engineering Division if they discover a discrepancy or need to add/remove an element of infrastructure onto the mapping system. The Engineering Division confirms the changes and incorporates the updates into the system through a third-party contractor. The goal is to complete critical revisions within three (3) months and minor revisions annually.

OPERATIONS AND MAINTENANCE ACTIVITIES

Preventative maintenance is a key component in the proper operation of the sewer collection system. The City schedules approximately 30 percent of the sewer collection system for cleaning annually. Maintenance equipment includes a truck-mounted hydraulic sewer cleaner and closed circuit television (CCTV) inspection equipment. Increased maintenance priorities are given to those areas that have demonstrated an ability to potentially experience operational difficulties. The City schedules regular maintenance of certain sewer lines with a higher potential for blockages (e.g., locations with a reduced slope, a history of fats, oils, and grease [FOG] or root problems, customer complaints, odor issues) on a more frequent basis. There are currently 19 segments cleaned on a quarterly basis with another 5 segments being cleaned annually, for a total of approximately 1.5 miles of pipe on an increased cleaning frequency. Other areas are added to the list as needed — based on field observations, SSO frequency, etc. Once a particular system segment is identified as a "Hot Spot", a reoccurring work order is developed, and field crews are assigned to perform required maintenance on an increased frequency.

The City continually learns from deficiency events such as SSOs in order to redefine and possibly expand existing maintenance and frequency of service programs. At team meetings, staff regularly discusses "field findings" such as identification of problem areas requiring repair before potential failures, continued maintenance concerns, and development of future individual CIP program elements. Staff add known or suspected problem areas (e.g., frequent SSOs/stoppages, root intrusion, high flows during storm events) to a tracking spreadsheet. Crews also identify manholes that have high flow during off hours that may indicate inflow and infiltration (I&I).

The City is in the process of converting its entire maintenance system to new work order and mapping software (Nexgen). In the interim, maintenance activities are tracked through a combination of the old work order and new work order systems. All maintenance activities are documented in the new software. Once Nexgen is operational, each asset (e.g., manhole to manhole gravity sewer segments, manholes, lift stations, force mains) will be assigned a unique identifier and all data associated with that asset (e.g., service calls, SSOs, repairs, condition assessment, flows) will be recorded with the assets unique identifier. The City will be able to analyze the performance and cost of each asset over time, which, in turn, will become the basis for maintenance and capital improvement decisions. The City estimates that complete implementation for sewer collection system into Nexgen will occur by 2023.

The City has a goal of conducting CCTV inspections for five miles per year, plus all the segments with a reoccurring work order or where an SSO has recently been observed. All CCTV inspections are conducted to Pipeline Assessment Certification Program (PACP) standards. The City also has a push cable camera system capable of inspecting segments of smaller pipe.

Mechanical elements of the system such as lift stations are checked for operational effectiveness at least two times per week; maintenance records for lift stations are kept at each site and in the Nexgen work order system. Generators at these sites are also tested on a weekly basis. The City is in the process of making improvements at the lift stations to ensure their continued operational reliability:

- Complete rebuild of the Slate Creek lift station by 2024, including wet well, controls, and new Flyght pumps

- Pending future development of the Berriman Ranch housing project, add a new lift station and eliminate the need for the Taylorville lift station
- Schedule emergency generator fuel polishing every two years to prevent bacterial growth in the fuel tank

REHABILITATION AND REPLACEMENT PLAN

Utility system personnel work closely with the Engineering Division to identify and prioritize structural deficiencies within the system as part of the CIP. Segments of pipe at risk of failure are treated with urgency and repaired or replaced either through the deployment of in-house maintenance crews or by external licensed contractors who have extensive experience with the type of system repair that is required. The CIP is re-evaluated as part of the preparation of the City's annual budget with priorities shifting as needed to reflect the urgency of particular system segment rates of deterioration. The City typically plans collection system improvements including manhole and sewer line rehabilitation, lift station upgrades, and improvements need on specific segments annually. The manhole and sewer line rehabilitation projects are mainly intended to reduce and/or eliminate SSO and address I&I issues. Rehabilitation involves slip-lining, cured-in-place lining, and pipe bursting and replacement.

TRAINING

The City implements an SSO training program for first responders that provide training for operation of sewer response equipment (vacuum/jet truck, Ring-O-Matic vacuum, etc.). Standby personnel are required at least 16 hours per year of actual operation of sewer response equipment to increase operational proficiency. Staff are also encouraged to attend trainings, certification seminars, and industry conferences such as those organized by California Water Environment Association (CWEA) on a wide variety of issues, including collection system maintenance and SSO prevention.

EQUIPMENT AND REPLACEMENT PARTS

The City owns two vacuum/jet trucks, a Ring-O-Matic vacuum, lights, pumps, generators, backhoe, Bobcat, dump truck, and miscellaneous service/utility trucks as well as other equipment needed for sewer line repair. The City also has a large inventory of miscellaneous parts that allow crews to handle emergencies. The City maintains a list of contractors and suppliers that are available in emergencies with equipment and personnel. This list is available in the utility system trucks and at the Corporation Yard.

City staff periodically test and rebuild sewer-cleaning equipment (e.g., root cutter, hydro-pressure) to ensure its performance supports field crew effectiveness and productivity.

The equipment on the City's 'initial-response' truck includes traffic control and containment/ cleanup equipment sufficient to respond to a 100 gallon spill. The truck is stocked at all times and a supply list will be kept on the truck for crews to re-stock any time supplies have been used.

DESIGN AND CONSTRUCTION STANDARDS

In May 2016, the City revised its most recent version of the City's Design Standards and Construction Standards and Standard Details, collectively, the "Improvement Standards". The Improvement Standards

apply to, regulate, and guide the design and construction of all public improvements, and set guidelines for certain private improvements within the City.

The Improvement Standards contain inspection and testing methods and acceptance thresholds in order for improvements to achieve acceptance. The Engineering Division has licensed professional engineers and competent construction field inspection staff available to ensure strict adherence to the stated design, construction, and testing standards.

Section 8 of the "Design Standards" and Section 5 of the "Construction Standards" apply specifically to the design and construction standards for the sewer collection system and reflect a collaborative effort between the Utilities Divisions to ensure competent design and construction of utility infrastructure.

The Design and Construction Standards are posted on the City's website at www.cityofgrassvalley.com.

OVERFLOW EMERGENCY RESPONSE PLAN

The purpose of the Overflow Emergency Response Plan is to convey an orderly, consistent, efficient, and effective response to SSO events.

GOALS

The City's goals in responding to SSOs are to:

- Respond quickly to minimize the volume of the SSO
- Eliminate the cause of the SSO and restore flow
- Contain spilled wastewater to the maximum extent feasible
- Minimize public contact with the spilled wastewater
- Mitigate the impact of the SSO
- Meet the regulatory reporting requirements
- Provide effective public notification when a threat to public health exists
- React to SSO events in a manner that instills confidence in the public that the system operators are protecting public health

NOTIFICATION PROCESS

The processes employed to notify the City staff of an SSO include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work. The notification procedures for working hours and after-hours are presented in **Appendix C**.

Public Observation

Public observation is one of the most common ways that the City is notified of blockages and spills.

Contact information for reporting sewer spills and backups are available on the City's website:

www.cityofgrassvalley.com. The business hours telephone number for reporting sewer problems is (530)

274-4350 although additional City personnel are trained to respond to these emergency calls and make appropriate staff notifications. The after-hours telephone number is (530) 265-7880 (Sheriff Dispatch).

Normal Work Hours Response Protocol

The City's regular working hours for its sewer staff is Monday through Friday from 7:00 a.m. to 3:30 p.m., except holidays. When a report of a sewer spill or backup is made, City staff receives the call, takes the information from the caller, and communicates the information immediately to the field crew who provide prompt emergency response to the site. Management staff also respond to SSO events to ensure protocols and reporting requirements are followed.

After-Hours Response Protocol

Reports from the public are initially received by the Nevada County's Emergency Dispatch Call Center. Once a Dispatcher receives the call and the pertinent information from the caller, the dispatcher communicates the information to the Public Works On-Call Standby Person. Public Works On-Call is staffed at all times outside of those identified as regular working hours. The Dispatcher leaves a message on the City's emergency call line and the message immediately relays to all Public Works On-Call staff member(s).

Receipt of Lift Station and/or Treatment Plant Alarm

If a lift station or treatment plant alarm is received, the appropriate City staff or on-call duty staff is notified via the Wastewater Treatment Plant cellular phones. Treatment plant staff monitor the treatment plants and lift stations via the Supervisory Control and Data Acquisition (SCADA) system.

Staff Observations

City staff conducts periodic inspections of the sewer system facilities as part of their routine maintenance activities. Any issues, concerns, or problems observed with the sewer system facilities are reported to appropriate City personnel who, in turn, respond to potentially emergency situations.

SAFETY

All department first responders are generally responsible for the job site safety and following safety procedures and protocols at all times. In conjunction with the City's National Incident Management System (NIMS) Training, the first employee on site is responsible for all safety concerns and considerations of the site until he/she is relieved of these responsibilities formally by a more senior employee or responding management personnel. It is understood by all department staff that specialized and possibly extraordinary safety precautions must be observed when performing sewer system emergency and routine maintenance work. These safety precaution considerations include not only working with the potential contamination aspects of sewage but also the work unique environment hazards such as active traffic lanes, working with high pressure water such as that generated by a sewer jet, and other specialized and sometime excessively noisy equipment.

During non-regular work hours, it is critical that City personnel responding to a sewer system event become fully compliant and recognize potential safety hazards of sewer system work. All On-Call Primary Responders are trained in proper sewer system maintenance protocols. In such cases, it is appropriate to

take the time to discuss safety issues, consider the order of work, and check safety equipment and make duty assignments according to level and knowledge of assignments before beginning the tasks of the job.

SSO RESPONSE PROCEDURES

Sewer service calls and lift station alarms are considered high-priority events that require immediate response to the reported location of the event to minimize or eliminate any SSOs. Crews must respond to the reporting party, lift station, or site of the problem immediately and visually check for potential sewer stoppages or overflows. The goal of each SSO response is to preserve and protect public health, environment, and property and to restore the affected area to normalcy as soon as possible.

Responding personnel will work to contain and control the discharge to the maximum extent possible. They will establish safe perimeters and control zones with traffic cones, barricades, vehicles, or terrain to ensure that spill material exposure is contained to as small an area as possible and to eliminate a potential expansion of contamination by outside forces such as vehicles or pedestrians. Every effort is made to prevent the discharge of sewage into waterways or conveyances to waterways both above and below ground. Staff also promptly identify cause and effect of the SSO event and/or the need for additional resources (e.g., people, equipment). The SSO Response Procedures are summarized in **Appendix D**.

Dispatch and Initial Assessment of the Situation

- Receive a brief description of the nature of the problem from the person making the report. Fill out the SSO Spill Report Form (**Appendix E**).
- Determine appropriate response measures based on the circumstances and information provided by the caller (e.g., location, weather and traffic conditions, small backup vs. sewage flowing on the ground) and begin the emergency mobilization of manpower, equipment, and resources to the site.
- Verify the existence of an SSO or backup upon arrival at the reported location.
- Call the appropriate Public Works Management personnel (during working hours) or the Police Dispatcher or Public Works/Utility Management staff (after-hours) to request additional Public Works/Utility staff to assist in the SSO response as necessary.
- Take detailed job notes including notification and arrival time(s), conditions, and any other required information for purposes of external formal notification.
- Use the SSO Spill Report Form (**Appendix E**).
- Take photos to document the incident.
- Take the necessary measures to contain and/or mitigate spilled sewage to the maximum extent feasible regardless of whether the SSO or backup is caused by a private lateral or another agency sewer system. City staff is relieved of this duty when representatives of the responsible third party arrive and take control of the site/event. Third party spills are considered as incidents and forms detailing the event are required to be completed.

Restore Flow

- In the event of a sewer system failure event, relieve the stoppage or restore the lift station operation as soon as possible through the use and application of the appropriate equipment.
- If addressing a main blockage, set up downstream of the blockage and hydro-clean or rod upstream from a clear manhole. Attempt to remove the blockage from the system and observe the flow to ensure that the blockage does not recur or transition downstream.
- If the blockage cannot be cleared within 15 minutes of arrival or the sewer requires construction repairs to restore flow, or if the lift station operation cannot be restored within the wet well holding time, initiate expanded containment efforts to the degree practical and/or bypass pumping. If assistance is required, immediately contact the Public Works Director/City Engineer, or designee (all hours) and other required employees.

Initiate Spill Containment Measures

The first responder(s) should attempt to the extent possible to contain as much of the spilled sewage as possible using the following steps:

- Keep sewage from entering the storm drain system to the maximum extent practicable by blocking storm drain inlets and catch basins or by containing and diverting the sewage away from open channels and other storm drain facilities using sandbags, inflatable dams, plastic mats, etc. Sandbags and a spill containment kit are standard equipment in the On-Call Vehicle at all times.
- Review sewer maps for possible temporary upstream flow diversion through bypassing.
- Pump around the blockage/pipe failure/lift station.
- Dike/dam (or sandbag) the spill by building a temporary berm to collect and control the spilled sewage.
- If overflowing sewage has contacted the storm drain system, attempt to contain the spilled sewage by plugging the nearest unaffected downstream storm drain.
- Modify these methods as needed to accommodate wet weather conditions where the feasibility of containment may be impacted by the quantity of stormwater runoff.
- If containing spilled sewage in storm drain system methods are used, thoroughly clean, vacuum, wash, and disinfect the storm drain system as part of the recovery and clean-up phase.

Clean-up

The recovery and clean-up phase begins immediately after the flow is restored and the spilled sewage has been contained to the extent possible. Depending on the situation, the SSO recovery and clean up may include:

Recovery of Spilled Sewage

To the extent practicable, crews will vacuum up or pump the spilled sewage and return it back into the sewer collection system.

Clean-up and Disinfection

When disinfecting a sewage-contaminated area, crews will take every effort to ensure that the disinfectant or sewage treated with the disinfectant is not discharged to the storm drain system or surface waters. Methods may include blocking storm drain inlets, containing and diverting disinfectant and sewage away from open channels and other storm drain fixtures, and removing the material with vacuum equipment.

The following clean-up and disinfection procedures should be implemented to reduce the potential for human health issues and adverse environmental impacts that are associated with an SSO event. The following procedures described are for dry weather conditions and should be modified as required for wet weather conditions.

Hard Surface Areas

- Collect all sewage solids and sewage-related material either by gloved hand or with the use of various hand tools such as rakes, brooms, and/or shovels.
- Disinfect all areas that were contaminated from the overflow using the disinfectant solution of household bleach diluted 10:1 with water. Apply minimal amounts of the disinfectant solution using a hand sprayer.
- Flush wash any affected area with clean water until the water runs clear. Take all safe and reasonable steps to contain and vacuum up the wastewater.
- Repeat the process as often as necessary until it is obvious that additional cleaning is not required, and the area is safe again.

Landscaped and Unimproved Natural Vegetation

- Collect all signs or examples of sewage solids and sewage-related material either by gloved hand or with the use of various hand tools such as rakes, brooms, and/or shovels.
- Wash down the affected area with clean water until the water runs clear. The flushing volume should be approximately three times the estimated volume of the spill.
- Either contain or vacuum up the wash water so that none is released.
- Allow the area to dry. Repeat the process if additional cleaning is required.
- Do not apply disinfectant solution to landscaped areas or unimproved natural vegetation.

Wet Weather Modifications

Management staff may decide to omit flushing and or disinfection during heavy storm events with heavy runoff where spill area flushing is determined not to be required.

Follow-up Activities

In situations where sewage has reached the storm drain system, crews will vacuum/pump out the catch basin and any other portion of the storm drain system that may have contacted the sewage. All

vacuumed or pumped material collected is deemed contaminated material and must be returned to the sewer collection system.

During nighttime overflow events, a re-inspection should be conducted at first adequate light the following day. The field crew should look for signs of sewage solids and sewage-related material that may warrant additional clean-up activities. Staff shall always err on the side of caution and reinstitute clean-up activities when any doubt exists regarding public safety and overall public health.

Following any re-inspection, the staff will investigate to identify determine the probable cause of the SSO event and to identify proactive action(s) that will minimize or eliminate future potential for an SSO to reoccur. The investigation should include reviewing all relevant data to determine appropriate positive or corrective action(s), the investigation should include:

- Reviewing and completing the SSO Spill Report Form (**Appendix E**)
- Reviewing past maintenance records
- Reviewing available photographs, where applicable
- Conducting a CCTV inspection within the next two (2) business days after an event, where necessary to determine the line condition
- Interviewing staff who responded to the spill

Water Quality Sampling and Analysis

To determine the extent of any impact of an SSO, the City makes every effort to conduct water quality sampling and testing whenever 1,000 gallons or more of untreated sewage enters a surface water. The sampling procedures are summarized below:

- The first responder collects samples as soon as practical after the discovery of the SSO event. Sampling kits are available in the Utility System trucks, standby trucks, and at the Corporation Yard.
- For discharges into flowing water (e.g., rivers, creeks), water quality samples should be collected from as near as possible to 100 feet upstream of the spill, from the spill area, and at 100 feet downstream of the spill at determined intervals. (Coordinate with Nevada County Environmental Health.)
- For discharges into stationary water (e.g., lakes, ponds), water quality samples should be collected from the spill area, at determined sample collection points on either side of the spill. (Coordinate with Nevada County Environmental Health.)
- A certified laboratory will analyze the samples to determine the nature and impact of the discharge. First responders are responsible for collecting the samples and contacting the contract lab to arrange timely pickup of the samples. Information on the contracted laboratory is kept on file at the Corporation Yard. Additional samples will be taken to determine when posting of warning signs can be discontinued. The basic analyses will include *Escherichia coli* (*E. coli*) and ammonia nitrogen.

Public Notification

The public could be at risk and must be warned to avoid all contact with raw sewage and/or contaminated water resulting from an SSO or other hazardous material or chemical release which may cause a risk of illness. The extent of public notification shall be at the direction of the Public Works Director/City Engineer, or designee, in conjunction with Nevada County Environmental Health. The design of these procedures and the extent of public notification is needed to preserve public health are unique to each event. Procedures may include:

- Local agencies and individuals may need to be contacted as soon as possible, depending on the situation, including:
 - Police Department may be called upon to assist with public notification where determined practical.
 - Public Works staff will determine as the situation demands for managing the SSO to close public areas such as parks and to communicate with local residents and/or businesses who may be impacted by the sewage spill.
 - Posting of warning signs and control of all contaminated areas and or job site(s) with "Yellow Caution Tape" and barricades may be necessary to keep vehicles and pedestrians away from contact with spilled sewage.
- Warning signage, where deemed as a necessary or appropriate means of public notification shall not be removed until such time as directed by the Public Works Director/City Engineer, or designee. In situations where water sampling is required by environmental health authorities, warning sign posting shall remain in place until analytical results demonstrate that the area is safe for human contact and confirmation authority is received from the Nevada County Department of Environmental Health (A sample of the public notification warning sign is included as **Appendix F**).
- Property and creeks that have been contaminated as by an SSO or other hazardous material release should be posted at visible access locations until the risk of contamination has subsided to background levels. The warning signs, once posted, should be checked daily at a minimum to ensure that they are still in place.
- Major spills may warrant broader public notice and possible use of local media. The Public Works Director/City Engineer or designee, in conjunction with Nevada County Environmental Health, will contact local media when deemed appropriate for the preservation of public health. As with any effective use of media as a public communication tool, it is important that there be a single point of contact to disseminate information and in these instances the Public Works Director/City Engineer or designee is the sole responsible person sanctioned for media contact. The Nevada County Department of Environmental Health may also issue media releases when deemed appropriate.

Estimated Volume of Spilled Sewage

Crews will use standardized industry photograph materials or accepted mathematical calculation means to estimate the volume of the spilled sewage. When possible, the volume estimate will be documented

using photos of the SSO site before and during the recovery operation. Initial volume estimates will be recorded using the SSO Spill Report Form. Final spill volumes will be reviewed by the City Engineer.

SSO Categories

The State Water Board established guidelines for classifying and reporting SSOs. Reporting and documentation requirements vary based on the type of SSO. The categories of SSOs are:

- Category 1 – Discharges of sewage, of any volume, that:
 - Reach a drainage channel and/or surface water; or
 - Reach the storm drain system and are not fully captured and returned to the sewer collection system

Any spill volume not recovered from the storm drain system is considered a discharge to surface water unless the storm drain system discharges to a stormwater infiltration basin or facility.
- Category 2 – Discharges of sewage that:
 - Have a volume of 1,000 gallons or more; and
 - Do not reach a surface water
- Category 3 – Discharges of sewage that:
 - Have a volume equal to or greater than 50 gallons and less than 1,000 gallons; and
 - Do not reach a surface water
- Category 4 – Discharges of sewage that:
 - Have a volume less than 50 gallons; and
 - Do not reach a surface water

Internal SSO Reporting Procedures

Flow charts outlining internal SSO reporting procedures are presented in **Appendix C**.

Category 1 SSOs

The first responder will immediately notify, as practical, the Public Works Director/City Engineer or designee. Where deemed appropriate the Public Works Director/City Engineer or appropriate management staff on-call, or designee will meet with field crew(s) at the SSO site to assess the situation and document the conditions or potential hazards, possibly with photos. The first senior management staff member is responsible for documenting the spill event using the SSO Spill Report Form (**Appendix E**) and turning it in to management staff. A second senior management staff member will review the form for completeness and accuracy and complete CIWQS online form within the time limits required by the State Water Board. In the event of a large overflow or one that has increased exposure to diminishing public health, management staff will notify the Public Works Director/City Engineer who may deem it necessary to notify the City Manager and/or City Council.

Other SSOs

The first senior management staff member will complete the SSO Spill Report Form (**Appendix E**) and turn it in to the appropriate management staff and complete the CIWQS form within the time limits required by the State Water Board. Management staff will review the form for completeness and accuracy and will forward it to the Public Works Director/City Engineer or designee for further action where appropriate.

External SSO Reporting Procedures

CIWQS will be used for reporting SSO information to the State Water Board. For any spills 1,000 gallons or greater, the responsible LRO will notify the California Office of Emergency Services (Cal-OES) at 800-852-7550 within two hours of being notified of a spill and obtain a spill number to reference in other reports. The following information must be provided in the notification to Cal-OES:

- Name and phone number of the person notifying Cal-OES
- Estimated spill volume (gallons)
- Estimated spill rate from the system (gallons per minute)
- Estimated discharge rate (gallons per minute) directly to surface waters or into the storm drain system where it is not fully captured
- Spill incident description including a brief narrative of the spill event and location (address, city, zip code, closest cross streets and/or landmarks)
- Contact information for the person on-scene
- Date and time the City was informed of the spill event
- Name of the sanitary sewer system causing the spill
- Spill cause or suspected cause (if known)
- Amount of spill contained (gallons)
- Name of surface water receiving or potential receiving discharge
- Description of surface water impact and/or potential impact to beneficial uses

Following the initial notification to Cal-OES and until the LRO or designee certifies the spill report to CIWQS, the LRO or designee must provide updates to Cal-OES if there are substantial changes to the following information:

- Estimated spill volume (increase or decrease in gallons initially estimated)
- Estimated discharge volume discharged directly to surface waters or into the storm drain system where it is not fully captured (increase or decrease in gallons initially estimated)
- Additional impact(s) to surface waters and beneficial uses

Additionally, the City must notify the Central Valley Water Board of any spills 50 gallons or greater from its sewer collection system within three business days of being notified of a spill.

The following section details the external reporting response requirements based on the type of SSO. Flow charts outlining external SSO reporting procedures are also presented in **Appendix C**.

For **Category 1 SSOs**, the following reporting requirements apply:

- Within 15 calendar days of the conclusion of SSO response and remediation, the LRO or designee will certify the final report in CIWQS. The LRO or designee can update the certified report as new or changed information becomes available up to 90 days after the spill end date. After 90 days, a request must be made directly to the State Water Board at sanitarysewer@waterboards.ca.gov to amend the report. The updates can be submitted at any time and must be certified.
- In addition, for Category 1 SSOs where 50,000 gallons or more of sewage reach a surface water or enter the storm drain system and is not fully captured and returned to the sewer collection system, the LRO will prepare and certify in CIWQS a *Spill Technical Report* within 45 calendar days after the end date of the SSO. The requirements for the *Spill Technical Report* are detailed in the *SSO Documentation and Record Keeping Requirements* section.

For **Category 2 SSOs**, the LRO or designee must submit a Draft Spill Report to CIWQS within three business days of being notified of the spill event. Within 15 calendar days, the LRO or designee must submit the Certified Spill Report to CIWQS. Upon completion of the Certified Spill Report, a final spill event identification number will be issued by CIWQS. The LRO or designee can update the certified report as new or changed information becomes available up to 90 days after the spill end date. After 90 days, a request must be made directly to the State Water Board at sanitarysewer@waterboards.ca.gov to amend the report. The updates can be submitted at any time and must be certified.

For **Category 3 SSOs**, the LRO or designee must submit a certified report to CIWQS within 30 business days after the end of the calendar month for all Category 3 SSOs that occurred in the calendar month (e.g., all Category 3 spills occurring in the month of February must be reported and certified by March 30). The LRO or designee can update the certified report as new or changed information becomes available up to 90 days after the spill end date. After 90 days, a request must be made directly to the State Water Board at sanitarysewer@waterboards.ca.gov to amend the report. The updates can be submitted at any time and must be certified.

For **Category 4 SSOs**, the LRO or designee must submit a certified report to CIWQS within 15 days after the end of a calendar quarter for all Category 4 SSOs that occurred in that calendar quarter (e.g., all Category 4 spills occurring in the January to March quarter must be reported and certified by April 15). The LRO or designee can update the certified report as new or changed information becomes available up to 90 days after the spill end date. After 90 days, a request must be made directly to the State Water Board at sanitarysewer@waterboards.ca.gov to amend the report. The updates can be submitted at any time and must be certified.

For **privately-owned sanitary sewer systems or privately-owned lateral SSOs**, images and documentation shall be filed for the City's own records. This documentation should specify that the sewage discharge was caused by a private lateral and identify the responsible party (other than the City), if known. Reporting private lateral SSOs to the

If CIWQS is not available, the Utilities Superintendent/City Engineer or designee will email all required information to the Central Valley Water Board office (916-464-4660) in accordance with the time

schedules identified above. In such event, the City will submit the appropriate reports using CIWQS as soon as practical.

SSO Documentation and Recordkeeping Requirements

The first management responder will complete an electronic work order and make any final changes to the SSO Spill Report Form.

Category 1 SSOs

The Draft SSO Spill Report for a **Category 1 SSO** must include, at a minimum, the following information:

- Contact information, including the name and telephone number of the City's contact person to respond to SSO-specific questions
- Spill location name
- Date and time the City was notified of, or self-discovered, the SSO
- Arrival time of first responder
- Estimated SSO start date and time
- Date and time the City notified Cal-OES and the assigned control number
- Description, photographs, and global positioning system (GPS) coordinates of the sewer collection system where the SSO originated
 - If a single SSO event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation
- Estimate total SSO volume exiting the sewer collection system
- Description and photographs of the extent of the SSO and its boundaries
- Did the SSO reach the storm drain system? If yes:
 - Description of the storm drain system transporting the SSO
 - Photographs of the storm drain system entry location(s)
 - Estimate SSO volume fully recovered from the storm drain system
 - Estimated SSO volume remaining in the storm drain system
- Description and photographs of all discharge point(s) into the surface water
- Estimated SSO volume discharged to surface water
- Estimated total SSO volume recovered

The Certified SSO Spill Report for a **Category 1 SSO** must include the information in the Draft SSO Spill Report and, at a minimum, the following information:

- Description of the SSO event destination(s), including GPS coordinates, if available, that represent the full spread and reach of the SSO
- SSO end date and time
- Description of how the SSO volume estimations were calculated, including at a minimum:
 - The methodology, assumptions, and type of data, such as SCADA records, flow monitoring, or other telemetry information, used to estimate the volume of the SSO discharged and the volume of the SSO recovered
 - The methodology, assumptions, and type of data used to estimate the SSO start and end times
- SSO cause(s) (e.g., root intrusion, grease deposit)
- System failure location (e.g., main, lateral, lift station)
- Description of the pipe material and estimated age of the pipe material at the failure location
- Description of the impact of the SSO
- Whether or not the SSO was associated with a storm event
- Description of the SSO response activities including description of the immediate SSO containment and clean-up efforts
- Description of SSO corrective action, including steps planned or taken to reduce, eliminate, and prevent recurrence of the SSO, and a schedule for major milestones for those steps
- SSO response completion date
- Detailed narrative of the investigation and investigation findings of cause of SSO
- Reasons for on-going investigation (if applicable) and the expected completion date
- Name and type of receiving water(s)
- Description of the receiving water(s), including, but not limited to:
 - Impacts on aquatic life
 - Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to SSO
 - Responsible entity for closing/restricting use of receiving water
 - Number of days closed/restricted as a result of the SSO
- Whether or not the SSO was located within 1,000 feet of a municipal water intake or municipal groundwater well
- If water quality samples are collected, identify the sample locations and the parameters for which the samples were analyzed. If no samples were taken, it should be reported as N/A

For SSOs where 50,000 gallons or more reach surface water drainage channel or surface water or enter the storm drain system and is not fully captured and returned to the sewer collection system, the LRO will prepare a *Spill Technical Report*. At a minimum, the *Spill Technical Report* will include the following information:

- Causes and circumstances of the SSO
 - Complete and detailed explanation of how and when the SSO was discovered
 - Photographs illustrating the spill origin, the extent and reach of the spill, storm drain system entrance and exit, receiving water, and post-clean-up site conditions
 - Diagram showing the SSO failure point, appearance point(s), spill flow path, and final destination(s)
 - Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered
 - Detailed description of the cause(s) of the SSO
 - Description of the pipe material and the estimated age of the pipe material at the failure location
 - Description of the impact of the SSO
 - Copies of original field crew records used to document the SSO
 - Historical maintenance records for the failure location
- The City's response to SSO
 - Chronological narrative description of all actions taken by enrollee to terminate the spill
 - Explanation of how the Overflow Emergency Response Plan was implemented to respond to and mitigate the SSO
 - Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed
 - Local regulatory enforcement action taken against an illicit discharge in response to this SSO, as applicable
 - Identifiable system modifications and operations and maintenance program modifications needed to prevent recurrence
 - Necessary modifications to the Overflow Emergency Response Plan to incorporate lessons learned in responding to and mitigating the SSO
- Water Quality Monitoring
 - Description of all water quality sampling activities conducted
 - List of pollutants and parameters monitored, sampled, and analyzed
 - Laboratory results, including laboratory reports
 - Detailed location map illustrating all water quality sampling points
 - Other regulatory agencies receiving sample results (if applicable)

- Evaluation of SSO impact(s), including a description of short- and long-term impact(s) to beneficial uses of the surface water

Category 2 SSO Spill Report

The Draft SSO Spill Report for a **Category 2 SSO** must include, at a minimum, the following information:

- Contact information, including the name and telephone number of the City's contact person to respond to SSO-specific questions
- Spill location name
- Date and time the City was notified of, or self-discovered, the SSO
- Arrival time of first responder
- Estimated SSO start date and time
- Date and time the City notified Cal-OES and the assigned control number
- Description, photographs, and GPS coordinates of the sewer collection system where the SSO originated
 - If a single SSO event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation
- Estimate total SSO volume exiting the sewer collection system
- Description and photographs of the extent of the SSO and its boundaries
- Did the SSO reach the storm drain system? If yes:
 - Description of the storm drain system transporting the SSO
 - Photographs of the storm drain system entry location(s)
 - Estimate SSO volume fully recovered from the storm drain system
 - Estimated SSO volume remaining in the storm drain system
- Estimated total SSO volume recovered

The Certified SSO Spill Report for a **Category 2 SSO** must include the information in the Draft SSO Spill Report and, at a minimum, the following information:

- Description of the SSO event destination(s), including GPS coordinates, if available, that represent the full spread and reach of the SSO
- SSO end date and time
- Description of how the SSO volume estimations were calculated, including at a minimum:

- The methodology, assumptions, and type of data, such as SCADA records, flow monitoring, or other telemetry information, used to estimate the volume of the SSO discharged and the volume of the SSO recovered
- The methodology, assumptions, and type of data used to estimate the SSO start and end times
- SSO cause(s) (e.g., root intrusion, grease deposit)
- System failure location (e.g., main, lateral, lift station)
- Description of the pipe/infrastructure material and estimated age of the pipe material at the failure location
- Description of the impact of the SSO
- Whether or not the SSO was associated with a storm event
- Description of the SSO response activities including description of the immediate SSO containment and clean-up efforts
- Description of SSO corrective action, including steps planned or taken to reduce, eliminate, and prevent recurrence of the SSO, and a schedule for major milestones for those steps
- SSO response completion date
- Detailed narrative of the investigation and investigation findings of cause of SSO
- Reasons for on-going investigation (if applicable) and the expected completion date
- Whether or not the SSO was located within 1,000 feet of a municipal water intake or municipal groundwater well

Category 3 SSO Spill Report

The monthly reporting for all **Category 3 SSOs** must include, at a minimum, the following information:

- Contact information, including the name and telephone number of the City's contact person to respond to SSO-specific questions
- Spill location name
- Date and time the City was notified of, or self-discovered, the SSO
- Arrival time of first responder
- Estimated SSO start date and time
- Description, photographs, and GPS coordinates of the sewer collection system where the SSO originated

- If a single SSO event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation
- Estimate total SSO volume exiting the sewer collection system
- Description and photographs of the extent of the SSO and its boundaries
- Did the SSO reach the storm drain system? If yes:
 - Description of the storm drain system transporting the SSO
 - Photographs of the storm drain system entry location(s)
 - Estimate SSO volume fully recovered from the storm drain system
 - Estimated SSO volume discharged to a groundwater infiltration basin or facility (if applicable)
- Estimated total SSO volume recovered
- Description of the SSO event destination(s), including GPS coordinates, if available, that represent the full spread and reach of the SSO
- SSO end date and time
- Description of how the SSO volume estimations were calculated, including at a minimum:
 - The methodology, assumptions, and type of data, such as SCADA records, flow monitoring, or other telemetry information, used to estimate the volume of the SSO discharged and the volume of the SSO recovered
 - The methodology, assumptions, and type of data used to estimate the SSO start and end times
- SSO cause(s) (e.g., root intrusion, grease deposit)
- System failure location (e.g., main, lateral, lift station)
- Description of the pipe/infrastructure material and estimated age of the pipe material at the failure location
- Description of the impact of the SSO
- Whether or not the SSO was associated with a storm event
- Description of the SSO response activities including description of the immediate SSO containment and clean-up efforts
- Description of SSO corrective action, including steps planned or taken to reduce, eliminate, and prevent recurrence of the SSO, and a schedule for major milestones for those steps
- Detailed narrative of the investigation and investigation findings of cause of SSO

Category 4 SSO Spill Report

The quarterly reporting for all **Category 4 SSOs** must include, at a minimum, the following information:

- Contact information, including the name and telephone number of the City's contact person to respond to SSO-specific questions
- Spill location name
- Date and time the City was notified of, or self-discovered, the SSO
- Description and GPS coordinates for the sewer collection system location where the spill originated
- Did the SSO reach the storm drain system? If yes:
 - Description of the storm drain system transporting the SSO
 - Estimate SSO volume fully recovered from the storm drain system
 - Estimated SSO volume remaining in the storm drain system
- Estimated total SSO volume exiting the sewer collection system
- Spill date and start time
- SSO cause(s) (e.g., root intrusion, grease deposit)
- System failure location (e.g., main, lateral, lift station)
- Description of the SSO response activities including description of the immediate SSO containment and clean-up efforts
- Description of how the SSO volume estimations were calculated, including at a minimum:
 - The methodology, assumptions, and type of data, such as SCADA records, flow monitoring, or other telemetry information, used to estimate the volume of the SSO discharged and the volume of the SSO recovered
 - The methodology, assumptions, and type of data used to estimate the SSO start and end times
- Description of the implemented system and/or operations and maintenance modifications

The Sanitary Sewer System Waste Discharge Requirements (SSS WDR) requires that individual SSO records be maintained by the City for a minimum of five (5) years from the date of the SSO. This period may be extended if requested by the Central Valley Water Board Executive Officer. All records are made available upon request from State or Central Valley Water Board staff.

Post-SSO Event Debriefing and Training

Every SSO event is an opportunity to evaluate the response and reporting procedures. Each overflow event is unique, with its own elements and challenges including volume, cause, location, terrain, and other parameters.

Monthly staff meetings include a detail discussion of past SSO events to discuss what worked and where improvements could be made in responding to and mitigating future SSO events. The meetings will

identify corrective actions that could have prevented most recent SSOs from occurring. Participants will also review reports, investigation results, and status of corrective actions for most recent SSO events.

Training related to the Overflow Emergency Response Plan is scheduled annually. All employees are required to attend, and a log of attendees is kept. Other informal training sessions take place throughout the year as needed, but informal training sessions are not logged. Staff are also encouraged to attend trainings, certification seminars, and industry conferences such as those organized by CWEA on a wide variety of issues, including collection system maintenance, SSO prevention, and SSO emergency response.

FATS, OILS, AND GREASE (FOG) PROGRAM

Section 13.12.040 of the City's Municipal Code prohibits discharges of wastes which contain more than 200 mg/L of fats, oils, and grease (FOG) materials. The City has the authority to require installation of grease interceptors at facilities with the potential to discharge FOG. The City maintains a list of potential FOG-producing facilities and of businesses with grease traps and other grease capturing devices. The City inspects commercial user grease traps to ensure operability and monitors monthly grease hauler reports from grease producing facilities.

Collection system personnel are continually on alert during routine system maintenance activities for the existence of grease, identification of new areas of possible concern, and additional maintenance requirement. A source control activity to identify the point of origination of grease is an ongoing component of the City's maintenance activities.

SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

As previously noted, Utility System personnel work closely with the Engineering Division to identify and prioritize structural deficiencies within the system as part of the CIP. The CIP is updated at least annually with priorities shifting as needed to reflect the urgency of system segment rates of deterioration. The City typically budgets annually for collection system improvements, including manhole and sewer line rehabilitation, lift station upgrades, and improvements need on specific segments. The manhole and sewer line rehabilitation projects are mainly intended to reduce and/or eliminate SSO and I&I issues. Rehabilitation involves slip-lining, cured-in-place lining, and pipe bursting and replacement.

In 2017 Stantec completed a Sewer System Master Plan for Grass Valley. The objectives of the Sewer System Master Plan were to determine the capacity and limitations of the existing collection system and physical modifications, renovations, and additions to the existing sewer collection system necessary to meet current and future needs. Analyses indicated that most sewer lines are adequately sized for the anticipated flows and identified sections of the sewer collection system that needed to be upsized to meet future conditions.

The City uses the Sewer System Master Plan to review collection system capacity, assess needed improvements, and as a general planning tool to ensure adequate wastewater collection and treatment to meet future needs.

MONITORING, MEASURING, AND PLAN MODIFICATION

As noted earlier in the Overflow Emergency Response Plan, the City learns from deficiency events such as SSOs in order to redefine and possibly expand existing maintenance and frequency of service programs. Additionally, at team meetings, staff regularly discuss "field findings" such as needs for repair, and increased attention discussions that are fruitful not only in identifying problem areas before potential failure but also for the continued maintenance as well as development of future individual CIP program elements. During these meetings, staff discuss current maintenance methods and how or if they can be improved.

The City also tracks the effectiveness of the SSMP through performance indicators. The City keeps track of the number of SSOs over the past 12 months, total volume of SSOs, SSOs causes (roots, grease, debris, etc.), and miles of sewer lines evaluated using CCTV. Maintenance activities such as ratio of planned sewer cleaning to unplanned sewer cleaning and the backlog of repair, rehabilitation, and replacement projects are also closely monitored to inform any needed SSMP modifications. Based on this information, the Utilities Director, in collaboration with the Engineering Department, will assess and update the SSMP as appropriately.

SSMP AUDITS

The City plans to complete a review of the SSMP every three years or more often if deficiencies are noticed. The audit will evaluate the SSMP effectiveness and identify any deficiencies and steps to correct them. Audit reports will be prepared and kept on file.

COMMUNICATION PROGRAM

The City regularly updates its website with information about City activities as an effective method for providing alerts and news to the public. The main page of the website provides important announcements, public hearings notices, links to agendas and minutes for City Council meetings, and other key information for City residents. The SSMP is certified by the City Council during a public hearing. The SSMP will be updated and re-certified by City Council every five years, or more frequently, depending on the required updates.

The City does not have any tributary or satellite collection systems; there is no need to establish communication protocols for any such agencies.

APPENDICES

Appendix A: Public Works Department Organization Chart

Appendix B: Emergency Contact Numbers

Appendix C: City of Grass Valley Standby Call Flow Chart

Appendix D: Sewer Backup Prevention & Response

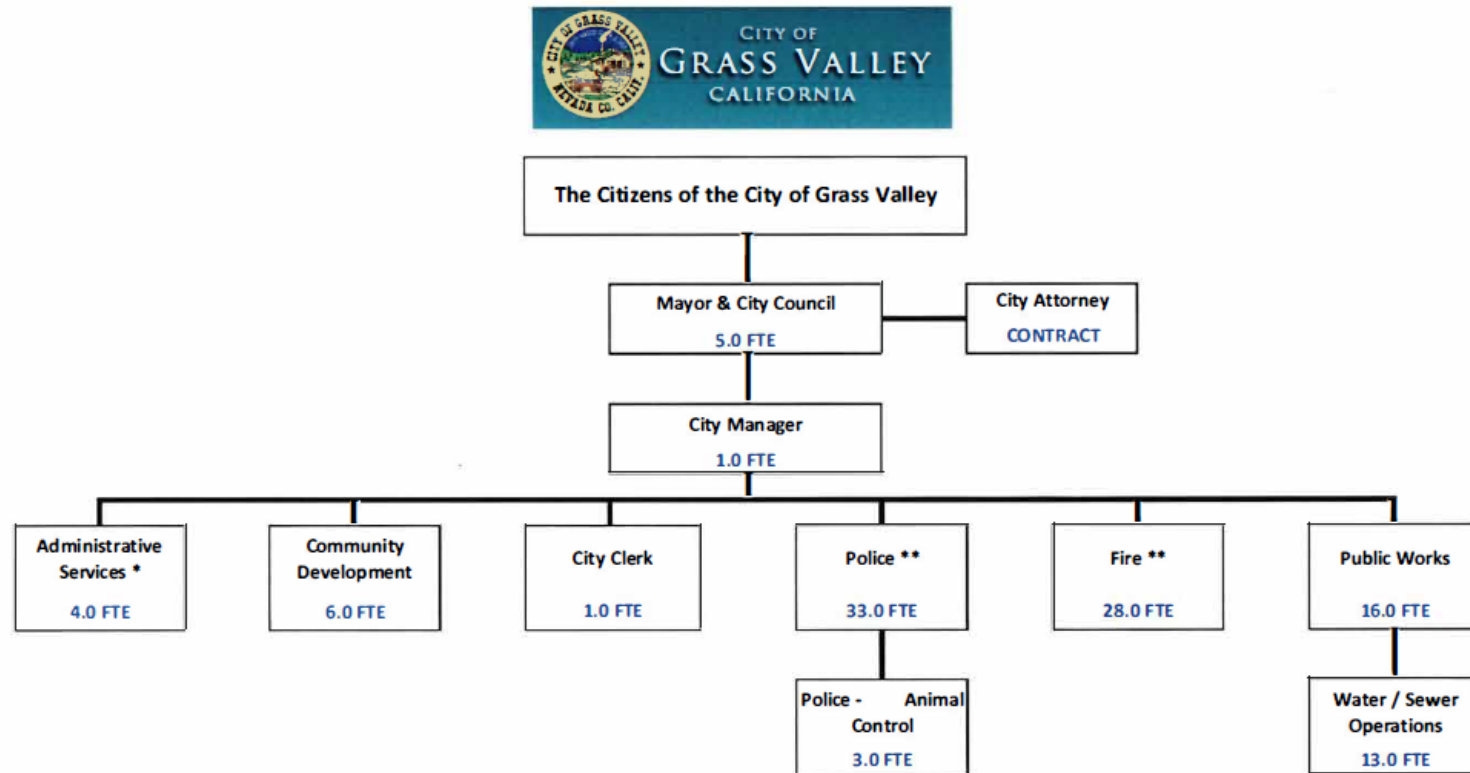
Appendix E: Sanitary System Overflow Initial Assessment Form

Appendix F: Example Spill Warning Sign

Appendix G: Instructions for Handling Sewer and Flooding Losses

APPENDIX A

Public Works Department Organization Chart



Total Full Time Equivalent Positions Funded - FY 2022-23: 110.0 FTE

Frozen / De-Funded Positions (not included in above chart): 0.0 FTE

* Contracted Positions / Functions - Police:

- Information Technology Operations

** Contracted Functions - Police / Fire:

- Dispatching Services

- Includes Nevada City Contracted Services Provided by City of Grass Valley

APPENDIX B

Emergency Contact Numbers

EMERGENCY CONTACT NUMBERS

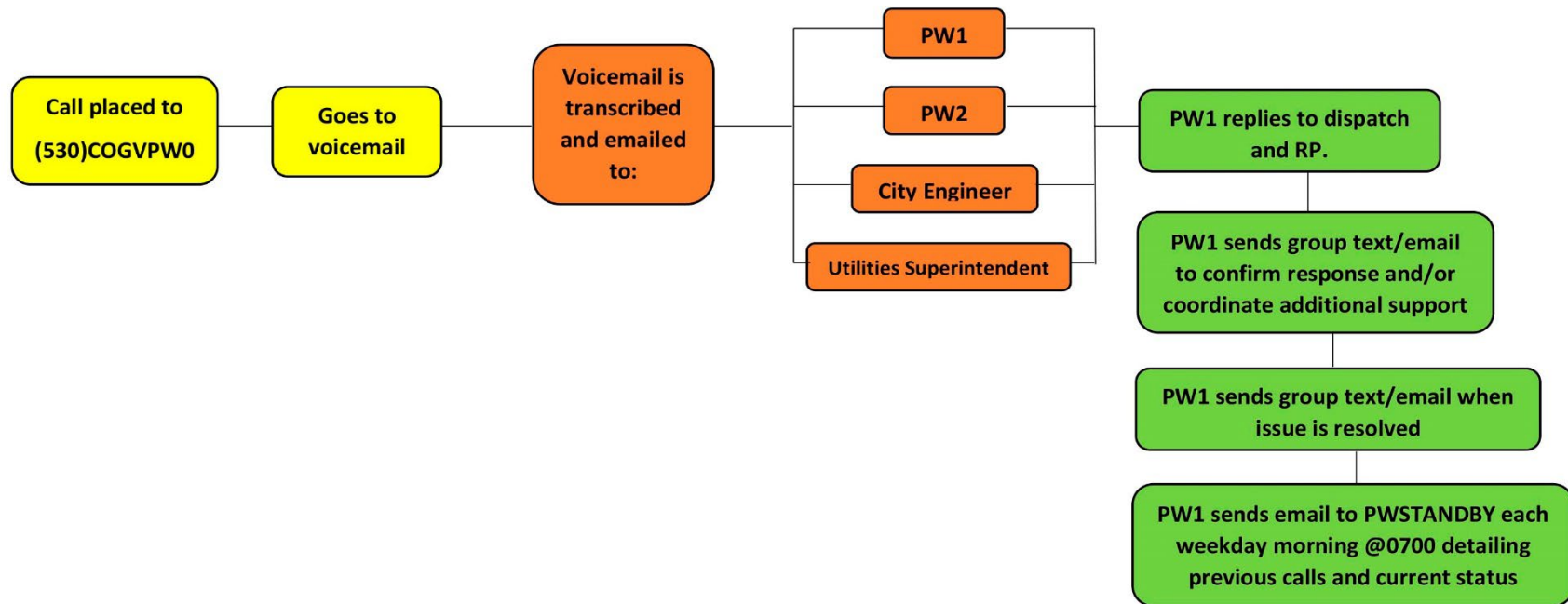
Emergency	911
Sheriff Dispatch	530-265-7880
Fire Department	911
Integral Networks	916-626-4000
Nevada Irrigation District	530-273-6185
	530-273-3346 (after hours)
Ferguson/Groeniger	916-455-3333
KNCO	530-272-3424
Beekeeper Hotline	530-675-2924
Robinson Enterprises	530-265-5844
Grey Electric	530-273-0686
Mr. Rooter Plumbing	530-802-2407
Contractors	
C&D	530-265-6938
Hansen Brothers	530-273-3381 (office)
	530-913-3935 (Jeff Hansen)
Rentals	
Rain for Rent	530-662-1024
United Rentals	530-743-8989
Pump Trucks	
Navo & Sons	530-273-2964
Tall Boots	530-274-78-67
Urke	530-274-3902
Fuel Trucks	
JH Petroleum	530-273-6925 (office)
	530-432-1791 (Dave Knappen)

530-320-4432 (Dean Southerland)

APPENDIX C

City of Grass Valley Standby Call Flow Chart

City of Grass Valley Standby Call Flow Chart



APPENDIX D

Sewer Backup Prevention & Response

APPENDIX E

Sanitary System Overflow Initial Assessment Form

APPENDIX F

Example Spill Warning Sign

WARNING
SEWAGE POLLUTED
WATER
AVOID CONTACT UNTIL
THIS SIGN HAS BEEN REMOVED

For further information regarding this incident call
The City of Grass Valley Public Works (530) 274-4350

For information Regarding Health Concerns call
Nevada County Environmental Health Dept. (530) 265-1222

APPENDIX G

Instructions for Handling Sewer and Flooding Losses



City of Grass Valley City Council Agenda Action Sheet

Title: Laboratory Testing and Analytical Services - Authorization to Award Contract

CEQA: Not a project

Recommendation: That Council 1) authorize the City Engineer to execute a contract with Cranmer Engineering, Inc., not to exceed \$150,000 plus contingency for the initial three year term of the agreement pending legal review, for Laboratory Testing and Analytical Services

Prepared by: Bjorn P. Jones, PE, City Engineer

Council Meeting Date: 01/24/2023

Date Prepared: 01/19/2023

Agenda: Consent

Background Information: On December 14, 2022, staff issued a Requests for Proposals (RFP) for laboratory testing and analytical services. The professional services will be utilized to perform regulatory testing at the City's Wastewater and Water Treatment plants.

Two firms submitted proposals and a review committee reviewed and ranked the proposals. Staff recommends entering into Professional Services Agreements with the top ranking firm, Cranmer Engineering, Inc., The standard professional service agreement will be used.

The initial term will be a three year agreement with optional one year extensions. The annual contract will specify a not to exceed amount based upon the estimated testing required annually. Testing quantities and compounds to be tested for varies with changing regulatory requirements and with supplemental requests from the State Water Board. Currently based on the past testing needs, the annual costs are estimated to be \$27,505 for the Wastewater Plant testing portion and \$18,880 for the Water Plant.

Staff recommends that Council authorize the City Engineer to execute a contract with Cranmer Engineering, Inc., pending legal review, for Laboratory Testing and Analytical Services

Council Goals/Objectives: Laboratory Testing and Analytical Services executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - Water & Wastewater Systems & Underground Infrastructure

Fiscal Impact: Laboratory Testing and Analytical Services will be fully funded with appropriate Wastewater or Water Rate Funds

Funds Available: Yes

Account #: 500-702/ 510-802-51110

Reviewed by: _____ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: On-Call Striping, Marking and Signing - Authorization to Award Contract

CEQA: Exempt - Existing Facilities 15301(c)

Recommendation: That Council 1) authorize the City Engineer to execute a contract with Sierra Traffic Markings Inc., not to exceed \$300,000 plus contingency for the initial term of the project, pending legal review, for on-call striping, marking and signing services.

Prepared by: Bjorn P. Jones, PE, City Engineer

Council Meeting Date: 01/24/2023

Date Prepared: 01/19/2023

Agenda: Consent

Background Information: On December 22, 2022, staff issued a Requests for Proposals (RFP) for on-call striping, marking and signing services. The professional services will be utilized as part of the City's Annual Street Maintenance Project to perform pavement marking and signing and roadside signage work at agreed upon locations citywide.

Three firms submitted proposals and a review committee reviewed and ranked the proposals. Staff recommends entering into Professional Services Agreements with the top ranking firm, Sierra Traffic Markings, Inc. The standard professional service agreement will be used.

The initial term will be a three year agreement with optional one year extensions. The annual contract amount will be established based upon the budget identified in Capital Improvement Program for the Annual Street Maintenance Project. Currently for fiscal year 2022/23, the striping portion of the project budget was set at \$60,000.

Staff recommends that Council authorize the City Engineer to execute a contract with Sierra Traffic Markings Inc., pending legal review, for on-call striping, marking and signing services.

Council Goals/Objectives: The Annual Street Maintenance Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment

Fiscal Impact: The Annual Street Maintenance Project was fully funded in the FY 22/23 CIP Budget with Gas Tax and Measure E funds.

Funds Available: Yes

Account #: 300-406-63220

Reviewed by: _____ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Purchase of Two 2023 Toyota RAV 4 Hybrid SUVs for use by City Staff as part of the City Motor Pool.

CEQA: Not a project.

Recommendation: That Council 1) approve the Fire Chief to enter into an agreement with Freeway Toyota using the California State Contract to purchase two 2023 Toyota RAV 4 Hybrid SUVs not to exceed \$69,000 and 2) authorize Administrative Services Director to make any needed budget adjustments and/or budget transfers to complete this procurement.

Prepared by: Mark Buttron, Fire Chief

Council Meeting Date: 01/24/2023

Date Prepared: 01/19/2023

Background Information: The City Staff vehicles are used for a variety of tasks while conducting City business. The new RAV 4 Hybrids will replace outdated vehicles that have exceeded their useful life and are now having mechanic and reliability issues.

Staff researched various procurement options; Freeway Toyota agreed to provide the vehicles through cooperative purchasing under the California State Contract #1-22-23-23C. The two RAV 4 Hybrid vehicles include a 5 year / 100,000-mile Platinum Extra Care Warranty.

Council Goals/Objectives: The action executes portions of work tasks towards achieving/maintaining Strategic Plan - High-Performance Government and Quality Service.

Fiscal Impact: Funding to complete this purchase is available in the City Contingency Fund.

Funds Available: Yes

Account #: 100-601-58000

Reviewed by: City Manager

Attachments: Freeway Toyota Quote

FREEWAY TOYOTA

1835 Glendale Ave
Hanford, CA. 93230



Item # 10.

City of Grass Valley
556A Freeman Ln
Grass Valley, CA. 95945
Attn: Darren McIntyre

11/29/2022

As per your request for CA State Contract #1-22-23-23C Line Item #13

2022 Toyota RAV4 Hy (4435)	\$27073.00
Upgrade to 2023 (4435)	\$3185.00
8.5% Sales Tax	\$2571.93
CA Tire Tax	\$8.75
Delivery to Grass Valley	\$350.00
Total	\$33,188.68

Protect against future mechanical or electrical issues with Toyota Platinum Extra Care \$0 Deductible

5 Years / 100,000 Miles \$1130.00

6 Years / 100,000 Miles \$1450.00

7 Years / 125,000 Miles \$2145.00

Thank you for the opportunity to earn your business.

Patrick G Ireland

Government Fleet Manager



City of Grass Valley
City Council
Agenda Action Sheet

Item # 11.

Title: Grant writing services for Assistance to Firefighter Grant (AFG) and Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

CEQA: Not a project

Recommendation: That Council 1) approve the Fire Chief to enter into an agreement with BKF Engineering for grant writing services not to exceed \$15,000 2) authorize Administrative Services Director to make any needed budget adjustments and/or budget transfers to complete this procurement.

Prepared by: Mark Buttron, Fire Chief

Council Meeting Date: 01/24/2023

Date Prepared: 01/19/2023

Background Information: The AFG was established in 2001 with the primary goal of meeting the firefighting and emergency response needs of fire departments. The SAFER grant was established to provide funding directly to fire departments to help increase or maintain the number of trained firefighters in the community.

The Fire Department is requesting assistance with the development of the grant application and the submission to the Federal Emergency Management Association. BKF Engineering was the most responsive of the three vendors who were contacted and provided a preferable quote.

Council Goals/Objectives: The action executes portions of work tasks towards achieving/maintaining Strategic Plan - High Performance Government and Quality Service.

Fiscal Impact: Funding to complete this purchase is available in the City Contingency Fund not to exceed \$15,000.

Funds Available: Yes

Account #: 100-601-58000

Reviewed by: City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Public Works and Administrative Departments Restructuring

CEQA: Not a project

Recommendation: That Council 1) Review and approve the job description and associated salary schedule for the Deputy Public Works Director; 2) review the proposed employment agreement (including Appendix A) for City Clerk position, subject to legal review; 3) approve adding the Deputy Public Works Director and City Clerk positions to the allotted/authorized City positions; 4) authorize the City Manager to execute the agreement and associated promotions; and 5) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete this action.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 01/24/23

Date Prepared: 01/19/23

Agenda: Consent

Background Information: With the new pool, and starting back up recreation services post COVID19, there is a need to create an additional mid-level manager to oversee these addition functions and work activities. The City Manager/Public Works Director is proposing to create the position of Deputy Public Works Director to oversee these activities, in addition to overseeing front counter activities associated with recreation and other public works items. The Job Descriptions for Deputy Public Works Director and associated salary schedule are attached for Council review and approval.

Additionally, the City Manager is recommending the Deputy City Clerk be promoted to the City Clerk position. Over the last two years, the Deputy City Clerk Taylor Day has exceeded expectations for the position. Additionally, Taylor currently meets the requirements of the job description for the City Clerk position. The proposed Employment Agreement and Attachment A for the City Clerk are included for Council review and approval.

Council Goals/Objectives: This action executes portions of work tasks towards achieving/maintaining Strategic Plan objectives of Productive and Efficient Workforce.

Fiscal Impact: Salary impacts will be a minimal increase to net neutral as the City Manager looks to promote from within the organization and not backfill the vacated

positions. Additional funding is also available from budget contingency that could be used to offset any minimal increases.

Funds Available: Yes

Account #: Various

Reviewed by: Tim Kiser, City Manager

Attachments:

1. Job Descriptions and Salary Schedule for Deputy Public Works Director
2. Proposed City Clerk agreement including Appendix A

**City of Grass Valley Salary Schedule/Unit
Designations
7/01/2022 to 6/30/2023
Unit #1 - Management/Supervisory Professional &
Confidential**

Classification / Title

		<i>Minimum</i>	<i>Mid</i>	<i>Maximum</i>
Deputy Public Works Director (<i>Proposed</i>)	Hourly	\$ 42.14	\$ 45.78	\$ 53.44
	Annual (est.)	\$ 87,651.20	\$ 95,222.40	\$ 111,155.20



Deputy Public Works Director

Department: Public Works

FLSA Status: Exempt

Reports To: City Manager

Unit: 1, Full Time Position

SUMMARY OF JOB PURPOSE

To assist the Director of Public Works in the planning, directing, supervising, and coordinating of departmental functions and operational activities; to assist in the monitoring and preparation of operating and capital improvement budgets and management of personnel assigned to the department; and to provide highly complex staff assistance to the director.

The Deputy Public Works Director is responsible for carrying out the mission of the City in conformance with City of Grass Valley organizational values.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Public Works Director.

Exercises direct supervision over professional, technical clerical staff.

Exercises responsible charge of assigned operations and maintenance functions.

ESSENTIAL FUNCTIONS (include but are not limited to listed tasks)

1. Assist in planning, directing, supervising, and coordinating departmental operations; oversee and participate in the development of departmental strategic planning; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
2. Appear before the City Council, Council Committees, boards, commissions and numerous civic organizations representing the Department.
3. Assist with the preparation of operating and capital improvement budgets and control of expenditures, including the preparation of long-term maintenance management models.
4. Participate in recommending the appointment of personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures; recommend employee terminations.
5. Coordinate Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the Public Works Director; prepare and present staff reports and other necessary correspondence.

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



Deputy Public Works Director

6. Manage and develop formal and informal bids, Request for Qualifications (RFQs) and Requests for Proposals (RFPs), ensuring that all applicable legal and contractual provisions are included; work with departments to ensure requirements are clear and understood; gather data and develops specifications and resolves problems and complaints; direct and participate in the solicitation, evaluation and award of RFQs and RFPs; conduct pre-bid briefings; performs or assists others in performing price/cost analyses; negotiate contract provisions; determine appropriate contractual instruments; write contracts and legal documents.
7. Work across departmental lines to ensure long-term infrastructure needs of the city are met.
8. Establish performance expectations and evaluate performance of subordinate personnel.
9. Prepare a variety of correspondence including general and special reports.
10. Serve as a member of the City's management team; provide information and recommendations regarding operations; assist in making decisions related to all facets of municipal government.
11. Conduct and review analytical studies and surveys in difficult or complex situations which require a high level of skill, judgment and expertise; formulate procedures, policies and program alternatives; make recommendations on a broad spectrum of administrative and program-related topics.
12. Conduct difficult and complex productivity and efficiency studies, performance audits, management reviews and administrative analyses of organization systems and procedures; prepare recommendations and confer with appropriate staff.
13. Conduct special studies in all areas of department as directed; coordinate studies across program areas.
14. Analyze federal and state statutes and regulations; develop required responses and/or proposals for various state departments and various statewide associations applicable to assigned work unit or department.
15. Develop implementation plans relative to new program implementation requirements.
16. Develop statistical tracking systems and reports for application of staff resources, application of funding or others as identified.
17. Recommend and assist in the implementation of goals and objectives; establish schedules and methods for administrative functions; implement policies and procedures.
18. Develop and maintain regulations and operating procedure manuals.
19. Design and recommend systems, procedures, forms and instructions for internal use.
20. Develop grant applications and grant reports.

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



Deputy Public Works Director

21. Administer, monitor and evaluate contracts; participate in negotiating contracts with outside vendors, consultants or organizations; monitor fiscal and legal liabilities of the same.
22. Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary; prepare correspondence as needed.
23. Train and lead subordinate staff.
24. Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications to increase work efficiencies.
25. Provide information and direction to the public at the counter, via telephone, e-mail, and written correspondence related to the City's processes including planning, building, engineering, public works, utility, and zoning matters.
26. Review applications, documents and plan submittals to assure basic submittal requirements are provided based on established criteria.
27. Receives and responds to requests for City records and documents; converts hardcopy records into digital formats; indexes digital records into an electronic records system; maintains electronic and hardcopy files; files and retrieves record copies as necessary.
28. May serve as custodian of petty cash; assumes responsibility for maintaining records of petty cash distributions; reconciles petty cash; ensures ample supply of cash on hand.
29. Monitors work activities to ensure safe practices, quality and accuracy; ensures compliance to applicable rules, policies and procedures.
30. Analyze program activities and develop corrective actions in conjunction with City management staff.
31. Work directly with City vendors to manage customer issues and to improve customer service.
32. Coordinate Departmental activities with City Sports organizations and facility user groups.
33. Promote and publicize recreation programs and activities; prepare and coordinate the development of program and event publicity, including flyers, brochures, news releases, etc.
34. Prepare and maintain records and evaluation reports on new and on-going program offerings.
35. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

1. Principles of supervision, training, management and public works administration.
2. Principles of budget preparation and expenditure control.

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



Deputy Public Works Director

3. Principles and practices of public administration labor relations and public personnel management.
4. Principles and practices as applied to the field of operating and maintaining the city infrastructure.
5. Technical, legal, and financial issues related to the conduct of municipal public works program.
6. Methods of preparing designs, plans, specifications, estimates, reports and recommendations relating to proposed public works projects.
7. Procedures, materials, equipment and methods used in all areas of public works activities.
8. Functions and organizations of California Local Government.
9. Modern principals of park planning and design.
10. Modern principals and methods for developing and implementing a wide variety of recreational, social and leisure activities for children and adults.
11. Principals of facility supervision, facilitation, and maintenance.
12. Modern principles and practices of office management and supervision.
13. Principles and practices of supervision, training and performance evaluation.
14. Principles and practices of fiscal control.
15. Principles and techniques of administrative analysis, including workload measurement, workflow and layout, work simplification and systems and procedure analysis.
16. Federal and State statutes and local ordinances and rules and regulations relevant to assigned job duties.
17. Office principles, procedures, and methods used in the performance of customer service and other duties.
18. Operations, services and activities of the City.
19. Methods and techniques of proper phone etiquette.
20. Principles and procedures of record keeping and filing.
21. English usage, spelling, grammar and punctuation.
22. Business letter writing and basic report preparation.
23. Planning, building, and public works permit approval processes and procedures.

Skills in:

1. Reviewing, understanding, and implementing provisions of applicable codes, ordinances and regulations enforceable by the City;
2. Applying laws, regulations, codes and departmental policies;
3. Recognizing, prioritizing and accomplishing needed tasks;
4. Researching, preparing and writing clear and concise technical reports.

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



Deputy Public Works Director

Ability to:

1. Oversee and coordinate the activities of a number of sections within the Department.
2. Assist with the preparation of departmental operating and capital improvement budgets and control budget expenditures.
3. Review and interpret cost estimates.
4. Prepare clear and concise written reports and develop appropriate recommendations.
5. Effectively manage assigned areas of the departmental program.
6. Establish and maintain cooperative relationships with those contacted during the course of work.
7. Perform a variety of technical research and prepare reports of findings.
8. On a continuous basis, know and understand all aspects of the job; analyze work papers, reports and special projects; identify and interpret technical and numerical information; know laws, regulations and codes; remember various rules and interpret policy; observe and problem solve operational and technical policy and procedures.
9. Analyze problems; identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
10. Conduct administrative studies in difficult or complex situations, requiring a high level of skill, judgement and expertise.
11. Understand and interpret complex rules and procedures.
12. Maintain administrative systems for facility and program scheduling, calendaring, and other functions.
13. Negotiate agreement between differing individuals and groups; gain cooperation through discussion and persuasion.
14. Develop and implement policies, guidelines and procedures.
15. Analyze administrative and other management problems.
16. Analyze budgets, grants, reports and various proposals.
17. Determine effective method of research; and compile data and present in form most likely to enhance understanding.
18. Prepare effective questionnaires and survey instruments.
19. Design forms and procedures.
20. Obtain information through interview; handle multiple assignments; deal firmly and courteously with the public.
21. Analyze situations quickly and objectively and to determine proper course of action.
22. Communicate clearly and concisely, both orally and in writing.
23. Plan and organize work to meet changing priorities and deadlines.

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



Deputy Public Works Director

24. Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
25. Perform a variety of contracting, office accounting, fiscal, and statistical record keeping duties including preparing, maintaining, and reconciling a variety of records and files.
26. Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
27. Read, understand, and review documents for accuracy and relevant information.
28. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications at a speed necessary for successful job performance.
29. Adapt to changing technologies and learn functionality of new equipment and systems.
30. Maintain composure and exercise good judgment when answering demanding questions.
31. Establish and maintain effective working relationships with those contacted in the course of work.
32. Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
33. Implement more complex principles, procedures, and methods used in the performance of customer service and office duties.
34. Negotiate and administer contracts.
35. Interpret and comply with provisions of applicable codes, ordinances and regulations enforceable by the City.
36. Read and interpret maps, sketches, drawings, specifications and technical manuals.

QUALIFICATIONS

To perform this job successfully, the incumbent must be able to perform each of the essential duties satisfactorily. Reasonable accommodations may be made to enable incumbents with disabilities to perform the essential functions. The requirements listed are representative of the knowledge, skill and/or ability required.

PHYSICAL REQUIREMENTS

1. Must be free from any physical, emotional or mental condition which might adversely affect the ability to perform essential job duties.
2. Must be able to sit at a confined workstation for extended periods or work for extended periods while performing essential duties.
3. On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk, perform simple grasping and fine manipulation, use telephone and communicate through written means.

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



Deputy Public Works Director

4. While performing the duties of this job the incumbent is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate tools and talk and hear. The incumbent is occasionally required to climb, balance and stoop, kneel, crouch, or crawl and must frequently lift and/or carry up to 60 pounds alone, and up to 100 pounds with assistance. See in the normal visual range with or without correction. Hear in the normal audio range with or without correction.

EDUCATION AND EXPERIENCE

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education: Equivalent to a Bachelor's degree from an accredited college or university with major course work in public or business administration, government, political, social science, recreation or a related field.

Experience: Three years of increasingly responsible work experience in a public works environment, developing and administering public agency contracts and/or records management, park facilities planning and design, as well as developing, planning, implementing and facilitating sports programs.

License or Certificate: Must have acceptable driving record and maintain a California Driver's License (minimum Class C). Additionally, a Certified Playground Safety Inspector (CPSI) and an Aquatic Facility Operator (AFO) Certification are desired but not required.

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.

I have read and understand the contents of this job description, and I have received a copy of this job description for my records.

Print Name: _____

Signature: _____ Date: _____

Adopted: _____ Revised: _____

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY
AND TAYLOR DAY
CITY CLERK**

1. Effective Date

This Agreement shall become effective when it has been executed by “Director”, hereinafter referred to as “City Clerk” or Employee, and the City Manager, as duly approved by Resolution of the City Council, has executed it.

2. Term of Employment

City Clerk shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below.

3. Duties; Hours of Work

A. City Clerk shall perform those functions and duties as specified in job classification and by direction of the City Manager. City Clerk shall perform such duties in accordance with the highest professional and ethical standards of the City Clerk position. City Clerk shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, City Clerk shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. City Clerk shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Director Title’s duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. City Clerk shall not be entitled to additional compensation for this time.

4. Compensation

A. City Clerk shall receive an annual base salary of \$97,000.00, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. City Clerk’s compensation shall be reviewed with the City Manager at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the City Clerk.

C. Salary may be reduced in the event City Clerk receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the City Clerk.

D. As consideration for the annual opportunity to be considered for increased compensation pursuant to sub-paragraph B above, Employee specifically waives any right to a 4/5 vote of the City Council prior to removal from his or her position, as may be provided

under City Charter Article IX, Section 2. Employee acknowledges that the City Manager is the appointing authority and may also remove Employee from this position without action of the City Council.

5. Health Insurance

The City shall pay the full premium for health insurance for the City Clerk, including their dependents, for health coverage (medical, dental, and vision) benefit options as provided to other employees.

Employees waiving medical insurance coverage shall receive two hundred fifty dollars (\$250) per month less the costs of any elected dental or vision insurance per month. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum once per month and shall be considered taxable compensation; however, such compensation is not PERSable.

6. Annual Leave

City Clerk shall receive vacation benefits equal to those of Department Heads, as set forth in the "Compensation and Benefits - Appendix A". City Clerk may cash out up to four weeks of Annual Leave and/or vacation each Calendar Year upon City Manager's prior approval and consistent with Internal Revenue Service rules governing constructive receipt. Vacation and/or Annual Leave time cashed out pursuant to this provision shall be subtracted from the accumulated Vacation and/or Annual Leave balances when paid.

7. Retirement

Employees designated as local public safety (Police) "classic" employees by the City are currently provided retirement benefits under the Public Employee's Retirement System's Local Safety (Police) 3% at age 50 formula with a 9% employee contribution. Employees are also provided retirement benefits under Social Security.

"Classic" public safety (Police) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee's contribution rate to Social Security.

Employees designated as local public safety (Fire) "classic" employees by the City are provided retirement benefits under the Public Employees Retirement System's (PERS) Local Public Safety (Fire) 3% at 55 formula. Employees are also provided retirement benefits under Social Security.

"Classic" public safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee's contribution rate to Social Security.

New public safety employees hired after January 1, 2013 or "Non Classic" public safety (Fire or Police) designated employees, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between

the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

Miscellaneous employees who are considered “classic” members by PERS will be responsible for paying the full employee contribution to the California Employees Retirement System, which is currently 8%. Miscellaneous employees who are considered “new” members by PERS will be responsible for paying 50 percent of the “normal cost” pursuant to the Pension Reform Act of 2013. The employee shall pay the full amount of the employee’s contribution rate to Social Security.

8. Deferred Compensation

Subsequent to the first year of employment under this contract, City will deposit to City Clerk’s deferred compensation account via bi-weekly payroll a performance bonus contribution of up to \$4,000 annually.

The City’s contribution amount shall be based upon job performance and be dependent upon receipt of “Director’s Title” performance evaluation. The City’s contribution amount shall be determined in the sole discretion of the City Manager and may be less than \$4,000.

In the event this agreement terminates or is not renewed, City Clerk shall be entitled to retain the amount of deferred compensation accumulated as of the date of termination or non-renewal.

After such time as City Clerk resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon “Director’s Title” written request.

9. Annual Performance Evaluation

The City Manager and/or their designee shall evaluate City Clerk’s performance at least once annually. The City Manager and City Clerk shall annually develop mutually agreeable performance goals and criteria which the City Manager shall use in reviewing City Clerk’s performance in the following year. It shall be City Clerk’s responsibility to initiate this review each year.

10. Indemnification

City shall defend, hold harmless and indemnify City Clerk against any claim, demand, judgment, or action of any type or kind arising within the course and scope of City Clerk’s employment to the extent required by Government Code Sections 825 and 995. Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

11. Other Terms and Conditions of Employment

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of City Clerk, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.

B. The provisions of the City's Civil Service Rules and Regulations ("Rules") shall apply to City Clerk to the extent they explicitly apply to the position of City Clerk, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon City Clerk a property right in his or her employment or a right to be discharged only upon cause. City Clerk is not a member of the competitive/ classified service and is an "at will" employee serving at the pleasure of the City Manager and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement. The provisions of Article IX, Section 2, requiring a 4/5 vote of the City Council to remove a Department Head do not apply to this Agreement and are specifically waived by Employee as provided in Section 4(D) of this Agreement. Notwithstanding any other provision of this Agreement, City Clerk shall not violate any policy prohibiting discrimination, harassment, retaliation, workplace violence, or other similar misconduct as set forth in the Rules and in federal, state law, and local law.

C. City Clerk shall be exempt from paid overtime compensation.

12. Termination

A. City Clerk is not part of the competitive (classified) service and therefore is an "at will" employee. As an "at will" employee, City Clerk may be terminated by the City Manager with or without cause, without right of appeal, and without advance notice or City Council action.

B. If City Clerk is terminated by the City Manager without cause, City Clerk after termination will be entitled to up to three months of severance pay at City Clerk's base salary rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. City Clerk shall be entitled to severance pay under this subsection only upon execution of a claim waiver and release of liability. Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 3-month limit has been reached, whichever is less. Employee shall provide notification of gainful employment to City immediately upon commencing such employment if such employment commences within three months of Employee's termination from City. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position.

C. If City Clerk is terminated by the City for cause, City Clerk is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in sub-paragraph B above. If City Clerk is terminated for cause, City Clerk must be given notice of the cause and supporting evidence. City Clerk is entitled to meet with the City Manager at which time City Clerk may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final, and nothing in this subsection shall be deemed to impose a "for cause" requirement to terminate Employee's employment with City. The specification of causes for termination below is solely for the purpose of determining whether Employee is entitled to severance pay. For purposes of this Agreement, the term "for cause" shall include, but is not limited to, any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) failure to maintain licenses and professional certifications required of the City Clerk by the job description;
- (e) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or
- (f) willful abandonment of the position or continued and unexcused absence from duty.

D. City Clerk may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one-month notice. In this circumstance, City Clerk is not entitled to any severance pay.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

13. Compliance With Law

This Agreement is subject to all applicable provisions of federal, state, and local laws, including the Grass Valley Municipal Code, except for the application of specific provisions of the City Charter which are waived as set forth herein.

14. General Provisions

A. This Agreement constitutes the entire agreement between the parties. City and City Clerk hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

- B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Tim Kiser, City Manager
 City of Grass Valley
 125 East Main Street
 Grass Valley, CA 95945

Any notice to City Clerk shall be given in a like manner, and, if mailed, shall be addressed to City Clerk at the address shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

- D. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.
- E. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

15. Amendments

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the City Manager and City Clerk and shall be in writing.

Dated: _____

 Tim Kiser, City Manager

Dated: _____

 Taylor Day, City Clerk

Approved as to form:

Dated: _____

 Michael G. Colantuono, City Attorney

Appendix A - Compensation and Benefits

June 28, 2022

Item # 12.

Life Insurance and Long Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. LIFE INSURANCE

The City shall provide term Life insurance benefits for the Employee, without cost to the Employee, of 1.5 times their annual salary up to two hundred thousand dollars (\$200,000) for the Employee, five thousand dollars (\$5,000) for the Employee's spouse and fifteen hundred dollars (\$1,500) for eligible dependent children without cost to the employee.

C. LONG TERM DISABILITY INSURANCE

The City shall provide without cost to the Employee an income protection insurance program that shall insure an Employee's income to a maximum of sixty-six and two thirds (66 2/3%) of monthly earnings with a ceiling of six thousand dollars (\$6,000) in calculated base. Conditions of coverage shall be controlled by the master agreement with the insurance company.

D. EMPLOYEE ASSISTANCE PROGRAM

The City has an established Employee Assistance Program. This program provides confidential counseling help for employees and their families. The Employee Assistance program provides for up to 3 visits.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan on or before July 1, 2011, who retire from the City in good standing, who have at least five years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Employees who become subject to this Plan after July 1, 2011, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment

Appendix A - Compensation and Benefits

June 28, 2022

of up to \$250 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 336 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion of a maximum of 160 hours to salary must be submitted by December 20th of each year. 100% of Personal Leave hours in excess of the maximum accrual amount may be converted to banked PERS service credit in accordance with CalPERS regulations.

Employees who become subject to this Plan after July 1, 2011 must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee, or paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Appendix A - Compensation and Benefits

June 28, 2022

Employees will accrue Personal Leave time at the following rates:

1 to 2 years of city service = 256 hours
 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.

Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

A paid holiday is equivalent to eight hours, for a total of 96 hours per year. Holiday hours are accrued outside of Personal Leave, must be used within the calendar year accrued. Unused holiday hours may not be carried over into any subsequent calendar year or "cashed out."

Special Provisions

A. PUBLIC SAFETY UNIFORM ALLOWANCE

The Police Chief and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief and under Unit 8 for the Fire Chief.

B. VEHICLE ALLOWANCE

Appendix A - Compensation and Benefits

June 28, 2022

The Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

June 28, 2022

Salary Schedule

<i>Position</i>	Annual Salary		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Police Chief	\$ 147,718.00	\$ 168,802.25	\$ 203,962.50
Fire Chief	\$ 135,056.25	\$ 154,350.00	\$ 187,425.00
Administrative Services Director	\$ 135,056.25	\$ 154,350.00	\$ 187,425.00
Community Development Director	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
City Engineer	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
Public Works Director of Operations	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
Utilities Director	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
Deputy Administrative Services Director	\$ 101,291.00	\$ 116,795.50	\$ 132,300.00
City Clerk	\$ 84,409.350	\$ 97,330.00	\$ 110,250.00
Deputy City Clerk/Management Services Analyst	\$ 75,969.00	\$ 87,597.00	\$ 99,225.00



City of Grass Valley City Council Agenda Action Sheet

Title: Schedule a Special Meeting to discuss potential significant Capital Projects

CEQA: Not a Project

Recommendation: That Council schedule a Special Meeting to discuss and provide direction on potential future capital projects.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 1/24/2023

Date Prepared: 1/19/2023

Agenda: Administrative

Background Information: As the City begins to evaluate capital projects budgets, staff is looking to have a meeting with City Council to discuss prioritizing key potential projects and City Council priorities for the next few fiscal years. Staff will provide a brief budget update with some projections for future years. At the meeting, staff will lead a discussion with City Council to look at various items and potential projects.

Staff would like to finalize a date, time, and location for the Special Meeting. Tentatively, staff is looking at mid-day on February 9th or 10th.

Council Goals/Objectives: This item executes portions of work tasks towards achieving/maintaining Strategic Plan - High Performance Government and Quality Service. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: N/A