



GRASS VALLEY

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

Tuesday, April 11, 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. Arts, Culture and Creativity Proclamation.

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 Special Meeting Minutes of March 30th, 2023.

Recommendation: Council approve minutes as submitted.

3. Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project.

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

4. Local Emergency Proclamation (Winter Storm of February 2023)

CEQA: Not a project

Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency

5. Updated Job Description for Battalion Chief

CEQA: Not a Project

Recommendation: That Council approved the updated Job Description for Battalion Chief

6. Approval of Professional Services Agreement with Sauers Engineering, Inc. for Infrastructure Needs Study for the Southern Sphere of Influence and Grass Valley RV Park Annexation Areas.

CEQA: Not a Project

Recommendation: Staff recommends the Council authorize the City Manager to sign the attached Professional Services Agreement with Sauers Engineering, Inc., for preparation of the Infrastructure Needs Study.

7. Professional Service Agreements for on-call landscape design assistance services.

CEQA: Not a project.

Recommendation: The Council 1) approves the City Manager to execute Professional Services Agreements with Melton Design Group, Inc and Living Outdoors Landscapes for on-call landscaping design assistance services subject to legal review; 2) allow City Manager to approve a 5% contingency; 3) allow Finance Director to make any necessary budget adjustments and transfers.

8. Authorize travel for Mayor Arbuckle to the National League of Cities (NLC) Conferences for 2023

CEQA: Not a project.

Recommendation: That Council approve travel and related expenses for Mayor Arbuckle to attend the National League of Cities Conferences for 2023 (NLC Summer Board & Leadership, NLC Women in Municipal Government, & NLC City Summit).

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

9. Introduction of an ordinance amending section 8.24.260 of chapter 8.24 of Title 8 of the Grass Valley Municipal Code regarding Garbage Collection and Recycling.

CEQA: Not a Project.

Recommendation: Introduce the attached ordinance, waive full reading, and read by Title Only

ADMINISTRATIVE

10. Economic / Inflation Update - HdL Companies

CEQA: Not a Project

Recommendation: It is recommended that the City Council receive a presentation on the current status of the economy and inflation from HdL Companies

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, April 11th, 2023 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, April 6th, 2023.

Taylor Day, Deputy City Clerk



PROCLAMATION

Arts, Culture and Creativity Month
April 2023

Whereas, Arts are not only an impressive and important agent for economic development, but also impact societal issues that include health, corrections, housing, immigration, veterans, transportation and education; and

Whereas, It is imperative for all children and youth in the state to have access to arts education in their schools; and

Whereas, In a city as diverse as Grass Valley, the arts serve to give voice to our many communities, spark individual creativity, foster empathy and understanding, spur civic engagement, and serve as a continual source of personal enrichment, inspiration, and growth; and

Whereas, California is the fifth largest economy in the world, with a creative economy of approximately \$507.4 billion in 2021 according to the *2023 Otis Report on the Creative Economy*; and

Whereas, the California Legislature adopted Senate Concurrent Resolution No. 33 on April 25, 2019 proclaiming April 2019, and every April thereafter, as Arts, Culture, and Creativity Month; and

NOW, THEREFORE, Be It Resolved that the Grass Valley City Council does hereby proclaim the month of April 2023, as Arts, Culture and Creativity Month.

Dated this 11th day of April 2023

Jan Arbuckle, Mayor

Hilary Hodge, Vice Mayor

Haven Caravelli, Council Member

Bob Branstrom, Council Member

Thomas Ivy, Council Member



GRASS VALLEY
Special City Council Meeting

Thursday, March 30, 2023 at 3:30 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 3:34pm

PLEDGE OF ALLEGIANCE

Pledge of allegiance led by Lisa Swarthout.

ROLL CALL

PRESENT

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

AGENDA APPROVAL -

Motion made to approve the agenda by Vice Mayor Hodge, Seconded by Councilmember Ivy.
Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

REPORT OUT OF CLOSED SESSION

On March 20, 2023, the City Council approved on a 4-0 vote, with Councilmember Ivy absent, to initiate a lawsuit against Matthew Coulter for public nuisance and violations of civil rights related to his harassment of city officials, employees, contractors, volunteers and the public generally.

INTRODUCTIONS AND PRESENTATIONS

PUBLIC COMMENT -

In person comment: Jeff Hekemian

CONSENT ITEMS -

Motion made to approve consent items by Councilmember Branstrom, Seconded by Councilmember Caravelli.
Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

1. Approval of the Regular Meeting Minutes of March 15th, 2023
Recommendation: Council approve minutes as submitted.
2. Local Emergency Proclamation (Drought Conditions)
CEQA: Not a Project.
Recommendation: Drought Conditions proclamation declaring a Local State of Emergency
3. Local Emergency Proclamation (Winter Storm of February 2023)
CEQA: Not a project
Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency
4. Review of 2022 General Plan Annual Progress Report.
CEQA: Not a Project
Recommendation: Receive and File. No formal action required.
5. Review of 2022 Annual Housing Element Progress Report
CEQA: Not a Project
Recommendation: Receive and File. No formal action required.
6. Condon Park Parking Improvements Project - Final Acceptance
CEQA: Exempt - Section 15301 "Existing Facilities"
Recommendation: That Council: 1) accept the Condon Parking Lot Improvements Project as complete, and 2) authorize the City Engineer to file a Notice of Completion with the County Recorder.
7. Ridge Village Development - Approve Final Map
CEQA: Negative Declaration
Recommendation: That Council 1) approve the Final Map 19PLN-24 for Ridge Village Subdivision, 2) accept the public improvements, and 3) approve Resolution 2023-10, accepting the public utility easements and roadway dedications.
8. On-Call Civil Plan Review Services - Contract Amendment
CEQA: Exempt - Not a Project
Recommendation: That Council 1) authorize a contract amendment with Bureau Veritas North America Inc. (BV) for on-call civil plan review services, and 2) authorize the City Engineer to execute a contract amendment with BV, pending legal review, in an amount not to exceed \$60,000 for the initial 2 year term of the project.
9. On-Call Engineering Services - Authorization to Award Contract
CEQA: Exempt - Not a Project
Recommendation: That Council 1) authorize the City Engineer to execute a contract with Coastland Civil Engineering LLP., pending legal review, for on-call professional

engineering services, in an amount not to exceed \$330,000 for the initial 3 year term of the project.

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

ADMINISTRATIVE

10. Pioneer Community Energy - Community Choice Aggregation Program (CCA) for the City of Grass Valley

CEQA: Not a project

Recommendation: That Council 1) approve Pioneer Community Energy to procure the necessary energy to serve the City of Grass Valley starting in January 2024, and 2) adopt a Resolution 2023-09 authorizing the Mayor to appoint City Council Members to the Pioneer Board of Directors.

City Manager Tim Kiser and Mark Riffey gave presentation to Council.

Council encouraged the community to look into previous presentations put on by Pioneer Electric that are available on their website. Council asked if Pioneer Electric had updated their net metering guidelines. Council asked about opting in vs opting out of the program and solar customers.

Motion to approve Pioneer Community Energy to procure the necessary energy to serve the City of Grass Valley starting in January 2024 made by Councilmember Branstrom, Seconded by Councilmember Ivy.

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

Motion to adopt a Resolution 2023-09 authorizing the Mayor to appoint City Council Members to the Pioneer Board of Directors made by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

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

11. Parks Capital Improvements Projects - Summary and Update

CEQA: Exempt - Not a Project

Recommendation: That Council 1) receive an update on the numerous Parks and Recreation improvements projects completed throughout the City in the past several years.

City Engineer Bjorn Jones gave presentation to the Council.

Council asked why natural grass was chosen over turf for Mautino Park and asked about adding picnic tables to Memorial Park. Council also asked about remaining product and if there is a plan to utilize it.

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Branstrom acknowledged the work citizens and staff did during the latest snow storm, noted the ongoing work on the Mill Street project, attended his first LAFCO meeting, attended Sierra Stages newest production, attended SNMH Martini and a Movie event, attended Target's special guest opening, and will attend art exhibit at the Courtyard Suites. Councilmember Caravelli attended the Chamber meeting, the Target opening and El

Barrio had an Aztec dance ceremony. Councilmember Ivy commended staff for hard work during the snow and attended the NCTC meeting. Mayor Arbuckle attended Power of the Purse and went to Washington DC for the small cities council meeting.

ADJOURN

Meeting adjourned at 4:41pm.

Jan Arbuckle, Mayor

Taylor Day, City Clerk

Adopted on: _____

Taylor Day

From: Skier Guy [REDACTED]
Sent: Tuesday, March 28, 2023 5:06 PM
To: Public Comments
Subject: Please include Whispering Pines in the General Plan Update

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

Dear Council Members,

My name is Jeff Hekemian. My wife, Rachel, and I have owned 13 vacant acres of land in Whispering Pines since February 2019.

We are very anxious to develop the property but have been unable to make any progress for years due to an outdated Specific Plan. The outdated Specific Plan makes it very difficult to develop anything other than office space unless you rezone the property and amend the Specific Plan, which is not feasible for an individual property owner. Including Whispering Pines in the General Plan update will provide the necessary environmental review and could allow flexibility of uses that are feasible in today's economy while still compatible with the rest of the business park.

My apologies for not being able to attend tonight's meeting, I live in Tahoe and they just closed Interstate 80 due to the snow, so I'm stuck at home.

I look forward to meeting all of you,
Jeff Hekemian

Sent from my iPad

Memo

To: Grass Valley City Council

From: Millennium Planning & Engineering
Rob Wood, CEO

cc: Jeff Hekemian

Date: 3/28/2023

Re: General Plan Update – Whispering Pines

Honorable Council Members:

We understand the City of Grass Valley is beginning a comprehensive update of its General Plan. We represent multiple clients who are interested in developing their vacant property within the Whispering Pines Business Park, but have been limited in their options by an outdated Specific Plan.

The Whispering Pines Specific Plan (WPSP) is over 40 years old and includes many antiquated uses and standards that create constraints to develop new modern businesses. Over the past 40 years, the park has included a wide variety of businesses, and the shifting market over the past several years has made it difficult to maintain occupancy of existing buildings or contract new buildings on the few remaining lots.

Staff and property owners have recognized this concern and attempts to expand the range of uses have failed. Though the WPSP includes self-mitigating standards that prohibit uses that would impact neighbors or the existing uses in the business park, there have been concerns raised by some neighbors, making it difficult or impossible to develop vacant in-fill parcels within the park. We believe the most cost-effective way to modernize the WPSP would be to include this in the City's comprehensive update of its General Plan. Including Whispering Pines in the update will help revitalize the area and spur economic development for the modern economy.

Thank you for your consideration.



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: 4/11/2023

Date Prepared: 4/6/2023

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: Local Emergency Proclamation (Winter Storm of February 2023)

CEQA: Not a project

Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 4/11/2023

Date Prepared: 4/6/2023

Agenda: Consent

Background Information: Due to conditions of extreme peril to the safety of persons and property have arisen within the City of Grass Valley, caused by the winter storm February 24th, 2023 to March 1st, 2023 which has cut power, downed trees, blocked roads and created other hazards to health and human safety commencing at which time the City Council of the City of Grass Valley was not in session. The city found it necessary to proclaim the existence of a local emergency throughout the city.

On March 2nd, Tim Kiser, the Emergency Services Director, proclaimed an existence of a local emergency. On March 8th, 2023, at a special City Council Meeting council adopted Resolution 2023-07 confirming the Emergency Services Director's proclamation of a local emergency.

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

Fiscal Impact: The City will be requesting reimbursement for repair costs from the California Office of Emergency Services. If approved, costs would be reimbursable around 75% and sufficient General Funds exist to cover any shortfall.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Updated Job Description for Battalion Chief

CEQA: Not a Project

Recommendation: That Council approved the updated Job Description for Battalion Chief

Prepared by: Mark Buttron- Fire Chief

Council Meeting Date: 04/11/2023

Date Prepared: 04/04/2023

Agenda: Consent

Background Information: Job descriptions are routinely updated as training, expectations, and level of service increase. The updated description brings into alignment the qualifications, duties, and responsibilities of the Battalion Chief with the professional expectations of the City of Grass Valley Fire Department.

Council Goals/Objectives: Exceptional Public Safety consistent with the City of Grass Valley Strategic Plan

Fiscal Impact: None

Funds Available: N/A

Account #: N/A

Reviewed by:

Attachments: Battalion Chief Job Description



BATTALION CHIEF

Department: Fire Department

FSLA Status: Exempt

Reports To: Fire Chief

Unit: 1 / Classified Full-Time Position

Adopted: June 6, 2002

Revised: March 2023

SUMMARY OF JOB PURPOSE

Under the supervision of the Fire Chief, the Battalion Chief is responsible for the management of staff and resources on an assigned shift that may, under agreement, include employees and resources of other fire agencies. The Battalion Chief plans, organizes, directs, and evaluates the emergency activities of assigned personnel. The Battalion Chief performs administrative duties that may include the supervision and/or staff work of specialized functions within the fire department including Fire Prevention, Training and Safety, program and policy review and development, and providing staff assistance to the fire chief.

The Battalion Chief position is an exempt-management position which involves a high degree of discretion and requires independent judgment, self-motivation and high ethical standards. The position requires all-risk emergency response technical skills and administrative and leadership abilities.

In the absence of the Fire Chief, the Battalion Chief may act as the chief officer of the fire department.

Applicants must pass a medical examination to verify the ability to physically perform all required duties.

SUPERVISION RECEIVED AND EXERCISED

The position is supervised by the Fire Chief and is the direct supervisor of shift assigned Captains and the indirect supervisor of shift assigned Engineers and Firefighters. If assigned supervision of other staff functions, the Battalion Chief may supervise the staff assigned in those particular functions.

ESSENTIAL FUNCTIONS (includes but not limited to listed tasks)

- Coordinates the staffing and operational activities of the shift. Where appropriate, responds to, and assumes command of, or fills other subordinate supervisory positions at emergency incidents.
- May respond to and assist ALS, LALS, and BLS department members in medical processes and procedures; communicates medical information to the hospital;



BATTALION CHIEF

documents emergency care rendered, all in compliance with local, state, and federal laws and regulations.

- Recognizes the importance of firefighter safety and wellness and works continuously in pursuit of a safe working environment, providing appropriate training and developing attitudes that promote safety and healthy lifestyles.
- Assures shift operational readiness of personnel, apparatus, and equipment.
- Participates in the selection, training, evaluation, motivation, and career development of assigned staff.
- Monitors employee performance, conducts performance appraisals, and assists employees in setting goals. Implements performance improvement plans and initiates corrective or disciplinary actions as necessary.
- Is knowledgeable of and implements the policies and procedures of the City and the Department including purchasing and personnel policies and operational procedures.
- Suggests updates of existing policy and develops new policies for approval.
- Fosters the efficient provision of emergency services through cooperation and coordination with other fire departments, city departments and allied agencies.
- Coordinates with other shift Battalion Chiefs on the implementation of new practices across all shifts and strives to achieve consistency in operations across all shifts.
- Participates in apparatus and equipment inspections, coordinates maintenance and repairs, and participates in the development of new apparatus specifications.
- Prepares reports, reviews reports prepared by subordinates. Maintains thorough and accurate records.
- Continuously monitors and evaluates procedures, practices and methods for safety, efficiency, effectiveness and necessity. Recommends changes where appropriate.
- Purchases supplies and services in support of Fire Department operations.
- Provides staff assistance to the Fire Chief as directed.
- When called and available, responds to emergency incidents when off duty.
- Knowledgeable in the use of Report Management System to record and document responses and activities.



BATTALION CHIEF

QUALIFICATIONS

To perform this job successfully, a person must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

Knowledge of:

- Must be knowledgeable of the Incident Command System and incident control strategies and tactics.
- Must be able to analyze and research job related topics, prepare staff reports and make oral presentations. Must be able to effectively train personnel in a classroom or field setting and in one-on-one or group settings.
- Must have basic knowledge of laws, codes, regulations, standards, and agreements related to the provision of Fire Department services, including Fire Prevention
- Must have a basic understanding of budget management and procurement policy.

Skills in:

- Modern all risk emergency incident operations
- Management practices
- Inner personal relationship building
- Team building
- Cooperating with multiple agencies including State and Federal Fire Agencies, Law Enforcement and Emergency Medical Services Agencies

Ability to:

- Must have personnel management skills sufficient to effectively lead subordinates.
- Must possess the ability to set priorities and see tasks through to a conclusion.
- Must be able to establish effective working relationships with personnel, elected officials, and other city departments and outside agencies.

EDUCATION AND EXPERIENCE

- Minimum 18 years of age
- Completed the 12th grade with Diploma or General Education Degree

City of Grass Valley
JOB DESCRIPTION



BATTALION CHIEF

- California State Firefighter 1 certificate or equivalent as recognized by the California State Fire Marshal. Full time experience in an all-risk fire agency may be substituted for the required completion of the California State Fire Marshal Fire Academy as determined by the City.
- Associates Degree in fire service or related field. Significant experience in fire suppression, leadership and management may be substituted for the associate degree at the discretion of the Fire Chief
- Bachelor's Degree in fire service or related field desired
- Ten years full-time paid fire suppression experience. Career must exhibit a pattern of increasing responsibilities, participation, and professional growth.
- Three years' experience as a fire captain assigned to fire suppression in a professional, career fire department with engine and/or truck company background. Acting appointments to Fire Captain qualify as ½ time credited for each year (365 days) of acting worked.

CERTIFICATES, LICENSES, REGISTRATIONS

- California State Firefighter 1 certificate or equivalent as recognized by the California State Fire Marshal. Full time experience in an all-risk fire agency may be substituted for the required completion of the California State Fire Marshal Fire Academy as determined by the City.
- Valid California Emergency Medical Technician (EMT) certification (or ability to obtain prior to appointment) and the ability to obtain Expanded scope EMT accreditation provided by the Grass Valley Fire Department. A valid and current California EMT certification and the Expanded Scope EMT must be maintained as a condition of employment.
- Current CPR certification. A valid and current CPR certification is a condition of employment.
- Valid unrestricted California Driver's License for operations of fire apparatus or a valid unrestricted California Commercial Driver's License. A valid California Driver's License endorsed for operation of fire apparatus, or a valid California Commercial Driver's License must be maintained as a condition of employment.
- ICS-300
- CSFM Fire Officer



BATTALION CHIEF

- Progress towards certification as a Chief Officer (post appointment permissible)

WORK SCHEDULE

The Battalion Chief is expected to maintain a physical presence in order to carry out the essential job duties, which may include assigned traditional or flexible shift schedule as determined by the Fire Chief.

LANGUAGE SKILLS

Ability to read, write and communicate in English at a level required for successful job performance.

MATHEMATICAL SKILLS

Ability to use and understand basic mathematical concepts such as: adding, subtracting, multiplying, dividing, simple fractions and percentages.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, orally or in diagram form; analyze and resolve problems involving circumstances and or events using standardized methods or procedures.

PHYSICAL DEMANDS

- Person must pass a medical examination to verify the ability to physically perform all required duties.
- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- The employee must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
- The employee must have the ability to perform those physical activities required for the execution of essential functions including, but not limited to, regular sitting, walking, standing, performing repetitive motions with hands and wrists such as regular keyboarding. The employee must have the ability to perform normal communications, including in person, two-way radio or on the telephone. The employee must also be able to crouch, kneel, stoop, twist, climb, balance, reach, grasp, push, pull, carry and lift 100 pounds of weight. The employee must be able to work in confined spaces for extended periods of time in all climates and weather.

City of Grass Valley
JOB DESCRIPTION



BATTALION CHIEF

WORKING ENVIRONMENT

- May require exposure to physical hazards such as fumes, chemical and bodily fluids.
- May require working in adverse environmental conditions such as inclement weather, extreme temperature, dust, noise, dim lighting, confined spaces, and other conditions that may arise while performing essential functions.
- May require the ability to wear an air supply / purifying respirator.
- May be required to work for extended periods without days off.

BACKGROUND

Candidates offered employment will be required to successfully pass a background investigation that may include psychological examination, polygraph examination and in-depth background investigation.

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.

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



City of Grass Valley City Council Agenda Action Sheet

Title: Approval of Professional Services Agreement with Sauers Engineering, Inc. for Infrastructure Needs Study for the Southern Sphere of Influence and Grass Valley RV Park Annexation Areas.

CEQA: Not a Project

Recommendation: Staff recommends the Council authorize the City Manager to sign the attached Professional Services Agreement with Sauers Engineering, Inc., for preparation of the Infrastructure Needs Study.

Prepared by: Lance E. Lowe, AICP, Principal Planner

Council Meeting Date: April 11, 2023

Date Prepared: April 7, 2023

Agenda: Consent

Background Information: On September 23, 2023, Nevada County issued a Request for Proposals for the Regional Early Action Planning Grant Funds (REAP) from interested agencies and jurisdictions, including Nevada Irrigation District, City of Grass Valley, City of Nevada City and Town of Truckee to prepare a Regional Infrastructure Plan. The Studies would provide the information necessary to upgrade water and sewer infrastructure in the County's Sphere of Influence to encourage development of housing units in accordance with the County's and City's 2019 - 2027 Housing Elements.

The Community Development Department, in consultation with Nevada Irrigation District, submitted a proposal on November 18, 2023. The City's proposal was awarded \$115,000, on January 24, 2023, to evaluate water infrastructure in two recently annexed areas:

1) *The Southern Sphere of Influence Planning & Annexation Project* is located along State Route (SR) 49, immediately south of the existing City of Grass Valley limits and within the City of Grass Valley Planning Area in the central/western portion of Nevada County. The project spans both the east and west sides of SR 49, beginning in the vicinity of McKnight Road and extending south along SR 49 and La Barr Meadows Road to the western boundary of Empire Mine State Park. In total, the project area is ±400 acres and includes 55 Assessor's Parcels. Additionally zoned lands include Multiple Family (R-3) 134 dwelling units on 6.7 acres; Medium Density (R-2) 154 dwelling units on 26 acres; and Low Density (R-1) 51 dwelling units on 15 acres for a total of 339 dwelling units.

2) *The City of Grass Valley RV Resort and Annexation Project* is located at 11425 McCourtney Road and the Annexation properties are generally located north and east of McCourtney Road and Old Auburn Road. The project contains ±45 total acres consisting of 33 Accessor's Parcels. The annexation areas consisting of 25 acres have been zoned to the City's Neighborhood Center (NC-Flex) Zone, which permits mixed-use and multiple family dwelling units at a density of 20 units per gross acre.

The RV Resort and Annexation Project sewer is to be constructed by the RV Resort Developer. Water on the other hand is constrained. NID modeling identified a total of ±500 gallons per minute (gpm) from their existing system, which will not meet Fire Flow requirements per the City's Fire Code 1,500 gpm for a 2-hour duration. Water line pinch points are at the Brighton Street Bridge over State Route 20 where the City/NID service boundaries interface.

The Community Development Department issued a Request for Proposals to prepare the Regional Infrastructure Planning Study, which closed on March 17, 2023. Sauers Engineering Inc. submitted the sole proposal to the City's request. City staff has verified that Sauers Engineering, Inc. is a qualified engineering firm with experience with infrastructure needs studies. Accordingly, staff recommends that the City Council authorize the City Manager to sign the attached Professional Services Agreement with Sauers Engineering, Inc., for preparation of the Infrastructure Needs Study.

Upon authorization of the Professional Services Agreement, public outreach with property owners and stakeholders will occur with initiation of the study. The grant for the Infrastructure Needs Study has a short window of completion with a project completion date of July 15, 2023.

Council Goals/Objectives: The Infrastructure Needs Study executes portions of work tasks towards achieving/maintaining Strategic Plan - Economic Development and Vitality and fulfills goals, policies and objectives of the City's 2019 - 2027 Housing Element.

Fiscal Impact: Nevada County awarded the City \$115,000 for the grant. The Professional Services Agreement with Saurers Engineering, Inc. is not to exceed \$105,000. The Community Development Department and Nevada Irrigation District are to expend the remaining \$10,000 and have committed to providing any additional staff time pro bono as a contribution as matching funds.

Reviewed by: _____Community Development Dir. _____City Manager

ATTACHMENT:
Attachment 1 - Draft Professional Services Agreement with Sauers Engineering, Inc. with Exhibits A & B.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Grass Valley / Sauers Engineering, Inc.)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Water Infrastructure analysis of NID’s water system to determine deficiencies and constraints in the system that lead to significant costs for housing. The Infrastructure Needs Study will identify water facility alternatives to determine the most cost-effective ways to provide adequate water for new housing in the Southern Sphere of Influence and RV Resort Annexation Project Areas.**
- 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 risk of 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 March 17, 2023 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 Lance E. Lowe, Principal Planner. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be Professional Services Agreement – Consultant Services (No Federal Funding)

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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 (\$105,000.00).
- 3.5. “Commencement Date”: April 17, 2023.
- 3.6. “Termination Date”: July 15, 2023.

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 16 (“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. Keith Knibb, P.E., 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.** Naming any persons 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. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.10. **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.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

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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 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 § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, 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 other than by an amendment to 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.
- 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 to or 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 the Agreement Administrator 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

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amount previously invoiced. All labor charges shall be itemized by employee name and classification or 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 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 to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 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 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 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. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. 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, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or

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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.

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 to otherwise 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 in any manner that it is, or that any of its agents or employees are, 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.** If 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 or

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in connection with 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 sole active negligence or willful misconduct of the City.
- 11.4 **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 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. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 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:

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- 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: Infrastructure Needs Study
- 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 occurrence,
\$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.

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- 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. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.
- 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 \$50,000. 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.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 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 this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds 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

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coverage or self-insurance maintained by the City, its elected or appointed officials, 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 work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the 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 before 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: Lance E. Lowe, AICP, Principal Planner, 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 before 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.

- 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 or its early termination.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are 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

Lance E. Lowe, AICP, Principal Planner
City of Grass Valley
Community Development Department
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4712
Facsimile: (530) 274-4399

If to Consultant

Keith Knibb, P.E.
Sauers Engineering, Inc.
105 Providence Mine Road, Suite 202
Nevada City, CA 95959
Telephone: (530) 265-8021
Email: keith@sauerseng.com

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 Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

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 to allow City time to procure replacement services.
- 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 provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City

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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 from this Agreement shall be effective and binding only if made in writing and executed 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 for convenience of 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 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 them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of 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 subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 13 of 29

the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 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 permitted 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 under this Agreement.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 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 or any other unlawful basis. 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 shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 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 sole 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 either 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 and actual 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 there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

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

[Two signatures are required to bind a corporation]

“City”
City of Grass Valley

By: _____
Signature

Printed: _____

Title: _____

Date: _____

“Consultant”
Keith Knibb, P.E.

By: Keith Knibb
Signature

Printed: Keith Knibb

Title: President

Date: 3-27-23

By: Dean Marsh
Signature

Printed: Dean Marsh

Title: Vice President

Date: 3-27-2023

Attest:

By: _____
Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

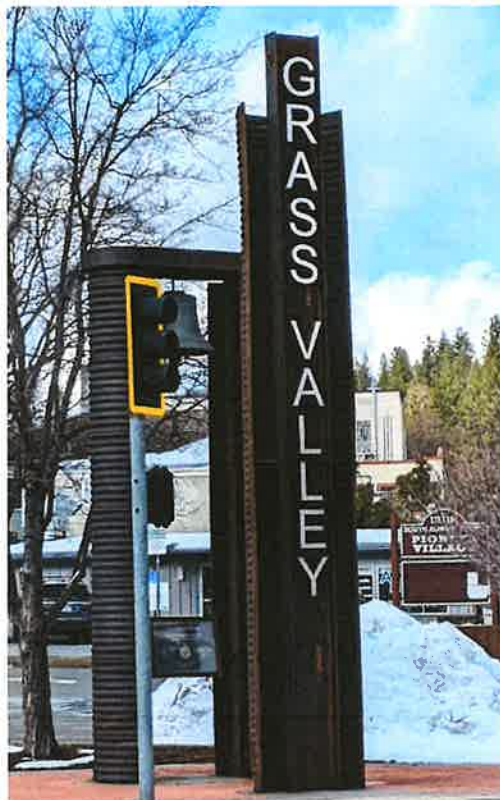
City of Grass Valley

PROPOSAL FOR ENGINEERING SERVICES

For

**CITY OF GRASS VALLEY
INFRASTRUCTURE NEEDS STUDY**

March 17, 2023



Submitted By:

 **Sauers
Engineering, Inc.**
Civil & Environmental Engineers
105 Providence Mine Road, Suite 202, Nevada City, CA
tel (530) 265-8021 www.sauerseng.com

Sauers Engineering, Inc.

Civil & Environmental Engineers

March 17, 2023

City of Grass Valley
Attn: Lance E. Low, AICP, Principal Planner
125 E. Main Street
Grass Valley, California 95945

Proposal for Engineering Services Infrastructure Needs Study

1. Executive Summary

Sauers Engineering, Inc. is pleased to provide this Proposal for Engineering Services in response to the City of Grass Valley's **REQUEST FOR PROPOSAL FOR INFRASTRUCTURE NEEDS STUDY**. Sauers Engineering, Inc. has been providing water and wastewater engineering services from our Nevada City office to communities throughout the Sierra Nevada foothill region since the firm was established in 1984. We specialize in and are skilled at aspects of civil engineering related to water and wastewater systems, and are pleased at the opportunity to provide this Proposal to the City.

I have read and reviewed the City's Request for Proposals, issue date February 15, 2023, and attest that Sauers Engineering, Inc. is experienced in all of the aspects described in the RFP and are capable of performing all of the services required in the RFP. Sauers Engineering, Inc. is a professional engineering firm whose primary focus is water and wastewater engineering. The vast majority of our clients are small cities, counties, and special districts in the Sierra foothills. We have extensive experience working with communities including Grass Valley and have had great success solving the types of infrastructure needs they are currently facing.

I can be contacted at:

Keith Knibb, P.E.
Sauers Engineering, Inc.
105 Providence Mine Road, Suite 202
Nevada City, CA 95959
Telephone: (530) 265-8021
keith@sauerseng.com

Sauers Engineering's experience with water and wastewater system planning and design is well suited for the City's proposal including water distribution system modeling and water infrastructure planning and design. We have recently upgraded our water network analysis software to include two programs, Bentley WaterCAD V.8.1 including fire flow analysis, and PCSWMM 2021 Version 7.4.3200, which has the capability to provide water network analysis as well as sewer collection system network analysis.

Sauers Engineering does not anticipate using any subconsultants or subcontractors for this project.

Authorized Signature:

As President of Sauers Engineering, Inc., I am empowered to commit to all obligations made in this Proposal for Engineering Services on behalf of Sauers Engineering, Inc, and do so with the intention of adhering to all provisions described in the RFP, and hereby commit to entering into a binding contract with the City of Grass Valley for any services offered herein.

SAUERS ENGINEERING, INC.



Keith S. Knibb, President

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

2. Qualifications and Experience

Sauers Engineering, Inc. is a consulting civil engineering firm specializing in the planning and design of water and wastewater infrastructure. Sauers Engineering has been providing professional engineering services to private and public water and wastewater systems in the Sierra, foothill, and Central Valley regions since our establishment in 1984.

Sauers Engineering was formed in 1984 by principal Keith Sauers to provide general civil and sanitary engineering services to Nevada County and the surrounding foothill region. Keith Knibb and Dean Marsh are now the principals at Sauers Engineering, Inc. and have enjoyed a lasting relationship with their clients providing professional engineering services for more than 25 years. Both Keith and Dean are registered civil engineers with experience in many aspects of water and wastewater facility development. They are currently supported by staff engineer Kirk Moberg, EIT, with experience in technical level engineering design and water model development. Our current staff has worked together as a team for over 20 years, and enjoys a strong working relationship. Project elements are distributed among the staff taking advantage of the best skills for each task. Our clients get the benefit of our team approach, with talented engineers and consistent, quality work products.

We serve systems as small as a dozen customers to larger utilities with well over 10,000 customers. Our design professionals are knowledgeable in the unique needs of water and wastewater systems and are adept at designing projects to best fit the scope and budget of each client. Our engineering staff has specialized knowledge in the planning and design of:

- master plans for water and wastewater facilities
- surface water and groundwater infrastructure development
- water treatment and distribution facilities
- booster pump and hydropneumatic pump stations
- sewer lift stations
- gravity and pressure pipelines
- tanks and storage structures
- construction management
- public financing
- environmental review and compliance
- permitting and permit compliance projects

We provide on-going consulting engineering services to public water and sewer agencies serving as their district engineer. We also provide services for individual projects for public and private clients. We assist our clients with selecting appropriate projects to best meet their needs, considering cost, quality, function, life span, and ease of operation and

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Statement of Qualifications

maintenance. We have a good working relationship with local and state regulatory and funding agencies. Our engineers stay abreast of new regulations and technologies as these issues affect our clients.

Sauers Engineering, Inc. was selected in 1984 to be the consulting engineers for Truckee Donner Public Utility District, a public water and power agency located in the Town of Truckee. We have provided design, contract management, construction engineering, and inspection services along with planning studies such as the District's water system master plan and developer fee program and are currently involved in design and construction engineering on a new booster pump station and new water storage tank both of which are scheduled for construction this year. Since 1985, our firm has provided consulting engineering services to the City of Grass Valley on a variety of water and wastewater projects. We have provided water facility planning and design, most recently the replacement of the City's existing floating covered reservoir with two 1,000,000 gallon steel water storage tanks and associated modifications to the plant pumping system. In 1996 our firm was selected to provide consulting engineering services for Washington County Water District. Since January 2000, we have acted as district consulting engineer for the Lake Oroville Area Public Utility District which provides wastewater collection, pumping, and transmission for customers in Butte County near Lake Oroville. In addition, we provide ongoing consulting engineering services to Donner Summit Public Utility District, the City of Portola, Midway Heights County Water District, Tahoe City Public Utility District, Downieville Public Utility District, County of Sierra, Sierra County Water Works District No. 1 (Calpine), Indian Valley Community Services District, and numerous private water and wastewater systems throughout Northern California.

Sauers Engineering has recently completed a number of water and sewer system hydraulic model studies. We recently completed a water system model for the Indian Valley Community Services District in the community of Greenville including multiple wells, treatment plant, and tanks. The model is being used as the basis for a water system replacement and upgrade project for the community. Another was for the community of Ananda Village on the San Juan Ridge. We developed a model of the existing water system including wells, tanks, and distribution pipelines in order to determine the adequacy of the system under various water demand scenarios including fire flows. We also modeled proposed future development in order to determine if adequate water service would be available, especially at higher elevations. In addition, a model was created for a site in Truckee that was being considered for a new school facility. A hydraulic model was created to represent the Lahontan and Hopkins Ranch subdivision distribution systems in order to determine available water service, including fire flow, to the proposed school site based on actual total flow available and as constrained by maximum allowable pipeline velocities. We have created both water and sewer hydraulic models which are used on an ongoing basis for the City of Portola as well as a water model for the Sierra Brooks Water System near Loyalton. We recently completed an updated sewer system masterplan for the Lake Oroville Area Public Utility District which included a sewer system model covering a service area of approximately 13 square miles.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

Sauers Engineering, Inc. is unique in offering professional expertise in water and sewer engineering to the foothill and Sierra region with a small but experienced and qualified staff, all in our Nevada City office. We have assembled a team to provide professional engineering services tailored to meet the City's needs. Our firm has a history of completing projects on schedule and on budget, and we are committed to providing an excellent level of service to our clients.

Professional Qualifications

The responsible (Lead) engineer for every project will be one of our two registered engineers, Keith Knibb or Dean Marsh. These professionals are the heart of Sauers Engineering, and have decades of experience focused in water and wastewater engineering. The scope of work of any project will determine which of them is the best fit for lead engineer. In all large projects, we work as a team to deliver a comprehensive package of engineering services, with each engineer contributing their strengths to the project.

Keith Knibb, PE

Keith is a graduate of Sacramento City College with an Associate of Arts degree in Mechanical-Electrical Technology, and of Humboldt State University with a Bachelor of Science degree in Environmental Resources Engineering. He has over thirty years of civil engineering experience with Sauers Engineering. Keith specializes in computer modeling, planning, design, construction engineering and environmental compliance for water and wastewater facilities.

Dean Marsh, PE

Dean is a graduate of Brigham Young University, with a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Civil Engineering with an emphasis in water resources and environmental engineering. Dean has over twenty five years of civil engineering experience with Sauers Engineering in planning and design of water and wastewater facilities including numerous treatment plant modifications for Surface Water Treatment Rule compliance. He is also experienced in computer modeling of hydraulic systems.

Kirk Moberg, EIT

Kirk is a graduate of California State University, Sacramento with a degree in Civil Engineering with emphasis in water and environmental engineering. Kirk also has a minor in geology with course work taken at University of Nevada, Reno. Kirk has over twenty years of experience, fifteen with Sauers Engineering, in design and construction management for water treatment and conveyance systems and groundwater remediation treatment systems. He also has extensive experience in environmental compliance for water and wastewater facilities.

Our individual resumes are included at the end of this proposal.

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Civil & Environmental Engineers

Statement of Qualifications

3. Project Approach/Scope of Services

Sauers Engineering, Inc. uses the team approach to multi-disciplinary projects. For any given project we assemble the best talent within our organization to fit the scope of work. In addition, we have strong relationships with our sub-consultants. Due to our long standing relationships with these sub-consultants, we are able to provide seamless integration of their services into our work products. In this way, every project gets the benefit of our best in-house talent supported by multi-discipline professionals of excellent quality.

Our management approach at Sauers Engineering, Inc. requires a principal of the firm to be assigned as the Project Manager and primary point of contact for each project. For the City of Grass Valley Infrastructure Needs Study, Keith Knibb will be assigned to be the Project Manager. The project manager is responsible for delegating assignments to the design team as appropriate so that particular strengths of individuals can be maximized. The principal in charge has an active role in direct design and/or overseeing each of the tasks performed by the project team.

Preparation of the infrastructure study will include the following:

Water System Evaluation

The City's and NID's water distribution system hydraulic models will be used as the basis for determining the most cost-effective ways to provide adequate water service to the two study areas identified in the RFP. Existing system models, if available, along with proposed new system improvements will be modeled using either the WaterCAD Version 8i software package developed by Bentley Systems, Inc. or the PCSWMM 2021 Version 7.4.3200 software package developed by Computational Hydraulics Int. We will use the City's and NID's digitized maps, both AutoCAD and GIS, of the distribution systems including pipes (conduits) and nodes (junctions) to produce a geometrically accurate layout of the system. Next, data and design conditions will be attached to each of the model entities. This includes pipe length and diameter, pipe material and roughness coefficient, pipe depths and ground elevations, valve, hydrant, and interconnection locations, tanks including floor and overflow elevations, pump stations, and treatment plant location and elevation.

Once the models have been established, any variety of pipeline extensions and loading conditions can be used to test the model response. The computer model can simulate various flow conditions, calculate the flow in each pipeline and the resultant water pressure throughout the system. The model will be used to simulate demands of the existing population, future demands, fire flows, and buildout conditions of the new study areas. Model results are used to determine where inadequacies exist within the existing facilities as well as behavior of water systems in new developments. Model scenarios will include present conditions, infill of existing buildable parcels, and development of potential buildable sites identified within the two study areas. The system will be modeled under peak hour demand and maximum day

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average demand plus fire flow to test the effects on the existing systems and to determine potential new distribution system improvements which could serve the new areas.

Scope of Services

Task 1: Project Management and Coordination – Sauers Engineering will participate with the City and NID in a Kick-Off Meeting to introduce our staff to agency staff and to establish the appropriate points of contact between our staff and agency staff responsible for various aspects of the project. We will further participate in bi-weekly phone/virtual meeting check-ins with City staff to provide updates on project progress and discuss any concerns. We anticipate multiple meetings and site visits with City and NID staff throughout the course of the project.

Task 1.a. Data Collection and Review – We anticipate receiving water system mapping and planning map information in either AutoCAD and/or GIS formats from the City and NID. This will be used to create base maps, layouts, and backgrounds and to establish the basic geometry of the water distribution systems. If available, we would also anticipate receiving water distribution hydraulic model files to run on our modeling programs. Once the layouts are completed, we will input attributes for each entity in the two systems including pipeline materials, lengths, diameters, roughness coefficients. Where actual data is not available for establishing entity attributes, we will work with the City and NID to agree on assumptions for the missing data. We do not anticipate providing survey work to determine actual data where it is not currently available. Inputs to the models will be based on City and NID standards and water use records and on fire flows based on coordination with the Grass Valley Fire Department.

Task 2: Public Engagement – Sauers Engineering will participate in a public workshop to be conducted by the City in coordination with NID and Nevada County. We will be prepared to make a presentation covering our scope of services and the project goals. We will be available to participate in conversations during the meeting and answer questions from participants and stakeholders. We will take note of public comments and concerns to ensure they are reflected in our work products. Following the workshop, we will prepare a Technical Memorandum summarizing the workshop.

Task 3: Determine Demands for Each Study Area – For each of the two study areas, we will determine water system demands for the proposed developments in each area. In order to test the existing distribution systems as well as plan for system improvements, we will determine demand scenarios including average day demand, maximum day average demand, maximum day average demand plus fire flow, and peak hour demand. For the maximum day average plus fire flow, the single largest fire flow demand will be used to test the system response. Demand calculations will be based on City and NID standards for single-family, multi-family, and commercial customers including appropriate peaking factors as determined by the agencies. If standard values are not available, we will rely on our experience as water system engineers to determine customer demands. Fire flow requirements will be based on the

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California Fire Code. We will coordinate with the City of Grass Valley Fire Department to determine fire flows, hydrant locations, and fire sprinkler requirements.

Task 3.a. Water Distribution System Hydraulic Modeling – Evaluation of the existing water distribution systems' ability to provide service to the proposed study areas will rely on hydraulic modeling of both the City's and NID's systems. We anticipate receiving modeling data base files for use in one of our modeling programs, either the WaterCAD Version 8i software package developed by Bentley Systems, Inc. or the PCSWMM 2021 Version 7.4.3200 software package developed by Computational Hydraulics Int. If the model files are not made available, we will use a combination of models created in our office for proposed new improvements with on-going coordination with agency representatives to evaluate system responses in the existing system. Once the models have been created and tested, we will model each of the systems under various scenarios in order to evaluate their capabilities to supply the study areas. Models will also be used to size proposed new pipeline improvements.

Deficiencies in the systems will be identified by the models. We will evaluate the systems for existing deficiencies under current conditions and for deficiencies which will manifest as the systems expand in the future. The models will also identify system improvements and pipeline upgrades required to address current and future system deficiencies.

Task 4: Proposed Improvements – Sauers Engineering will consult with the City and NID on design assumptions for their respective systems. Issues including minimum and maximum system pressures, maximum pipeline velocities, minimum pipe sizes, storage requirements, and valve spacing will be confirmed. Multiple model scenarios will be evaluated to determine potential alternatives for providing water service to the study areas. These will include service from the City's system, service from NID's system, and service from combinations of both systems. We will evaluate, based on the elevations of study areas and the hydraulic grade line of the nearby existing water systems, whether pumping would be required to increase pressure or pressure reducing stations would be required to decrease pressure. We will evaluate impacts on water storage and determine if additional water storage facilities would be required. We will determine adequate pipeline sizes and points of connection to existing systems to meet the improvement standards of the two agencies while providing service to the new study areas.

Task 5: Develop Draft Report – Once the modeling and capacity evaluations are complete, we will prepare a Draft Report providing background, results of the evaluation, and recommendations for system improvements. The report will include data, assumptions, and inputs used in creating the models, and the results of the models for the various scenarios. The report will discuss the criteria used to determine deficiencies in the existing systems resulting from the new service areas as well as the criteria used to determine sufficiency of system upgrades. For both systems, the report will include a prioritized list of pipeline sections which would need to be replaced along

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Civil & Environmental Engineers

Statement of Qualifications

with estimated costs. The report will also include a list of all new improvements which would be necessary to serve to two study areas along with cost estimates for the improvements.

In addition to addressing system improvements, the Draft Report will incorporate the results of the Public Engagement process and public workshop including comments and concerns of the public and stakeholders and discussion of how those concerns were addressed in the proposed project.

The Draft Report will include preliminary plans for system improvements, both for the existing systems and new facilities, for the various scenarios to be considered. This will include connection details, pipeline replacements, new pipeline alignments and sizes, valve locations, hydrant locations, tank sites if required, bore and jack casing locations and details, and other equipment installations such as PRVs and booster pumps if required.

Once the Draft Report is complete, Sauers Engineering will lead a review meeting with the City and NID. We will go over the results of the modeling and evaluations and present the various scenarios including the preferred alternative. We will take note of any comments from the agencies on the draft report findings.

Task 6: Final Report – Following the review meeting with the City and NID, we will prepare a Final Report incorporating any comments and proposed revisions brought out at the meeting. This report will identify the preferred alternatives for providing service to the two study areas as agreed upon by the two agencies.

Task 7: Presentation – Sauers Engineering will make presentations to the Grass Valley City Council and to the NID Board of Directors of the Final Report. We would anticipate providing a cover memo for the agenda packages as well as a slideshow presentation in PowerPoint or similar program. The presentation will include the results of the evaluations including the preferred alternatives and cost estimates for the proposed projects, along with recommendations for how to proceed on financing and implementation of the projects.

4. Client List and References

A reference list is included at the end of this proposal.

5. Cost Schedule

Sauers Engineering has reviewed the Budget and the Summary of Schedule contained in the Request for Proposals. Based on our current workload, we anticipate being able to meet the City's budget and schedule including Commencement of Work on April 17th, 2023 and Project Completion on July 15th, 2023. Our Cost Schedule is included at the end of this proposal.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

Supporting Information

Supporting information includes:

- Resumes of Key Personnel
- Reference List
- Cost Schedule

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

Keith Knibb, P.E.
Principal

EDUCATION

- B.S., Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1988
- A.A., Mechanical Electrical Technology, Sacramento City College, Sacramento, CA, 1983

PROFESSIONAL LICENSES

- Registered Civil Engineer, California C51290
- Qualified SWPPP Developer/Practitioner, Certificate # 21630

PROFESSIONAL AFFILIATIONS

- Member American Society of Civil Engineers
- Member Engineers Association of Nevada County

REPRESENTATIVE EXPERIENCE

Mr. Knibb has over 30 years of civil engineering experience specializing in the planning, design, construction engineering and environmental compliance for water and wastewater facilities from the high Sierras to the Sacramento Valley.

Mr. Knibb has many long term clients for whom he provides ongoing engineering services including Lake Oroville Area Public Utility District, the City of Grass Valley, Truckee Donner Public Utility District, Sierra County Department of Public Works, Tahoe City Public Utility District, and Sierra Brooks Community Services District. He has provided engineering for several small systems including Alpine Meadows Property Owners Association, Fir Crags Homeowners Association, Washington County Water District, Martis Camp, and Auburn Valley Community Services District.

Mr. Knibb's projects include all aspects of water and wastewater facilities including treatment facilities, transmission and storage facilities, pump stations and distribution and collection systems. Recent water projects include the replacement of the 2 MG clearwell reservoir at the City of Grass Valley Water Treatment Plant, water system improvements including multiple wells, tanks and pump stations for the 650 unit Siller Ranch/Martis Creek subdivision, and water supply and distribution system upgrades for the Sierra Brooks CSD. Recent wastewater projects include the onsite wastewater treatment and disposal system for the Cosumnes River Elementary School, the City of Grass Valley Sewer System Master Plan Update, construction of approximately 14,500 feet of gravity sewer and sewer force main in three projects for the Lake Oroville Area P.U.D., upgrade and expansion of four sewer lift stations for the Lake Oroville Area P.U.D., a STEP System Replacement Program for the Lake Oroville Area P.U.D., and the Sanitary Sewer Overflow Prevention and Response Plan and Sewer System Management Plan also for the Lake Oroville Area P.U.D.

Mr. Knibb is skilled in environmental compliance including the preparation and processing of CEQA and NEPA documents, stream bed alteration permits, stormwater pollution prevention plans (SWPPPs), wetlands issues, and a variety of environmental permit issues. Mr. Knibb has experience in successfully assisting his clients with applications for public financing through several programs including USDA Rural Development, Drinking Water State Revolving Fund, and Clean Water State Revolving Fund.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

Dean D. Marsh, P.E.
Principal

EDUCATION

- M.S., Civil & Environmental Engineering with an emphasis on Water Resources, Brigham Young University, Provo, Utah, 1995.
- B.S., Civil and Environmental Engineering, Brigham Young University, Provo, Utah, 1995.

PROFESSIONAL LICENSES

- Registered Civil Engineer, California C58100

PROFESSIONAL AFFILIATIONS

- Member of American Water Works Association
- Member Water Environment Federation
- Member California Water Environment Association
- Member Nevada County Engineers Association

REPRESENTATIVE EXPERIENCE

Mr. Marsh has been with Sauers Engineering since 1995, and has over 25 years of experience in planning, design and construction supervision for water and wastewater projects. He enjoys the challenges that come with working with small public water and sewer agencies as well as private clients. Mr. Marsh has enjoyed on-going consultant relationships with several public agency clients including City of Portola, Hat Creek Water Company, Alpine Meadows Property Owners Association, Sierra County Water District No.1 (Calpine), McKinney Water District, Kingvale Water Users Association, and Donner Summit Public Utility District. He provides these agencies with a full range of consulting engineering services including master planning, design of new facilities, assistance with funding resources, project bidding, construction management, and coordination with other consultants and contractors on behalf of his clients. He has guided projects through the USDA Rural Development funding process.

Mr. Marsh has a strong technical background with expertise in the areas of design of water treatment facilities for compliance with the Surface Water Treatment Rule, iron and manganese removal, arsenic removal, water system master-planning, computer modeling of water distribution systems, design of water pump stations and hydropneumatic systems, pipeline design, and structural design of redwood storage tanks.

Mr. Marsh is experienced with computer modeling of wastewater collection systems, development of wastewater system master plans, design of gravity sewer pipelines and force mains, analysis and design of sewer lift stations and planning and design for wastewater treatment and disposal systems. Mr. Marsh assists his clients with ongoing permit compliance issues and reports as may be required by regulatory agencies.

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Civil & Environmental Engineers

Statement of Qualifications

Kirk Moberg Assistant Engineer

EDUCATION AND LICENSE

- B.S., Civil Engineering with emphasis in water and environmental engineering
California State University Sacramento, 1988.
- E.I.T. Certificate

PROFESSIONAL AFFILIATIONS

- Member & Past Director Nevada County Engineers Association

REPRESENTATIVE EXPERIENCE

Kirk graduated from California State University, Sacramento in 1988 with a degree in Civil Engineering with emphasis in water and environmental engineering. Kirk also has a minor in geology with course work taken at University of Nevada, Reno. Kirk has over 17 years of civil engineering experience in design and construction management for water and wastewater facilities including treatment, storage and conveyance systems as well as groundwater remediation treatment systems. He also has extensive experience in environmental compliance for water and wastewater facilities.

Kirk is skilled in many aspects of water and wastewater design and compliance including conducting sewer capacity studies, water system modeling, wastewater system modeling, city sewer and water system master plans, operation and maintenance manuals for small water and wastewater systems, as well as complete design and construction management of water and wastewater facilities, and wastewater rate studies for the Lake Oroville Area Public Utility District.

His projects include: sewer system master plans for the cities of Portola and Grass Valley and for Lake Oroville Area PUD; wastewater pumping and conveyance system for Lake Oroville Area PUD; wastewater pump station retrofit design for the City of Grass Valley at Slate Creek and Morgan Ranch; water treatment facility retrofit design at Alta Hill Treatment Plant for the City of Grass Valley; wastewater conveyance and treatment facility design for the City of Wheatland; groundwater pumping and conveyance design for Tokay Park Water Company; groundwater pumping and conveyance design for the County of Stanislaus; groundwater pumping, treatment, conveyance and storage for Martis Camp development in Truckee including four storage tanks, three pump stations and chlorine treatment facilities; wastewater pump station design for Martis Camp development; wastewater pump station design for Gray's Crossing development in Truckee; water system modeling for Placer County Water Agency, numerous water tank and pump station designs and construction management for Truckee Donner Public Utility District; water storage and conveyance design and construction management for Sierra Brooks Water System for the County of Sierra; mainline extension designs as part of the Nevada Irrigation District system; water tank and pump station design and construction management for Auburn Valley Community Services District.

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Statement of Qualifications

REFERENCE LIST

David Goyer, General Manager
Lake Oroville Area Public Utility District
1960 Elgin Street
Oroville, CA 95966
Tel. (530) 533-2000

Todd Roberts, City Manager
City of Portola
P.O. Box 1225
Portola, CA 96122
Tel. (530) 832-4216

Peter Goering, Village Manager
Ananda Village
14618 Tyler Foote Road
Nevada City, CA 95959
Tel. (530) 478-7639

Paula Crowder, Board Secretary
Sierra County Water Works District No. 1
P.O. Box 25
Calpine, CA 96124
(530) 994-3610

Richard Melim, District Engineer
Downieville Public Utility District
P.O. Box 444
Downieville CA, 95936
Tel. (530) 274-3566

Neil Kaufman, Water System Engineer
Truckee Donner Public Utility District
11570 Donner Pass Road.
Truckee, CA 96161
Tel. (530) 582-3950

Tim H. Beals, Director of Public Works
Sierra County
P.O. Box 98
Downieville, CA 95936
Tel. (530) 289-3201

Trisha Tilitson, Director-Community Dev. Agency
County of Nevada
950 Maidu Avenue, Suite 170
P.O. Box 599002
Nevada City, CA 95959-7902
Tel. (530) 265-1222

Mr. Tony Lalotis, Utilities Superintendent
Tahoe City Public Utility District
P.O. Box 33
Tahoe City, CA 96145
Tel (530) 580-6053

Robert Pierce, Associate Superintendent
Facilities and Planning
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Tel. (916) 686-7711

Bjorn Jones, City Engineer
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945
Tel. (530) 274-4353

Steve Palmer, General Manager
Donner Summit Public Utility District
53823 Sherritt Lane
Soda Springs, CA 95728
Tel. (530) 426-3456

Adam Cox, Contract General Manager
Indian Valley Community Services District
127 Crescent Street, Suite #1
Greenville, CA 95947-0899
Tel. (530) 284-7224

Doug Roderick, Director of Engineering
Nevada Irrigation District
P.O. Box 1019
Grass Valley, CA 95945
Tel. (530) 271-6863

City of Grass Valley
Infrastructure Needs Study
Sauers Engineering, Inc.

03/17/23

Cost Schedule

	Senior Engineer	Assistant Engineer	Materials/Subs \$	Mileage 0.5	Extension	Sub Totals
	170	130		0.5		
ACTIVITY						
1. Project Management and Coordination						
Kickoff Meeting, Prep	6				1020	\$1,020.00
Public Workshop, Prep	16	12	500		4780	\$5,800.00
Ongoing Meetings and Site Visits	12				2040	\$7,840.00
2. Data Collection and Review (Southern SOI)						
Import digital mapping into model	8	8			2400	\$2,400.00
Assign attributes to entities	8	16			3440	\$5,840.00
Review City/NID standard demand factors	8				1360	\$7,200.00
Coord. with GVFD on fire flows, hydrants	8				1360	\$8,560.00
Coord. with Caltrans, bore and jack encroachments	16	16			4800	\$13,360.00
Develop customer demand factors	8	8			2400	\$9,600.00
Assign system demands to model	8	16			3440	\$13,040.00
Run and calibrate model	8	16			3440	\$16,480.00
Data Collection and Review (RV Resort)						
Import digital mapping into model	8	8			2400	\$2,400.00
Assign attributes to entities	8	16			3440	\$5,840.00
Coord. with GVFD on fire flows, hydrants	8				1360	\$7,200.00
Develop customer demand factors	8				1360	\$8,560.00
Assign system demands to model	8	8			2400	\$10,960.00
Run and calibrate model	8	16			3440	\$14,400.00
3. Proposed Improvements (Southern SOI)						
Model multiple scenarios	6	24			4140	\$4,140.00
Fire Flow analysis	2	16			2420	\$6,560.00
Model future development	4	16			2760	\$9,320.00
Generate pipeline and node reports	2	16			2420	\$11,740.00
Identify replacement and new pipe sizing	4	12			2240	\$13,980.00
Proposed Improvements (RV Resort)						
Model multiple scenarios	8	24			4480	\$4,480.00
Fire Flow analysis	2	8			1380	\$5,860.00
Model future development	4	16			2760	\$8,620.00
Generate pipeline and node reports	2	16			2420	\$11,040.00
Identify replacement and new pipe sizing	4	12			2240	\$13,280.00
4. Reports and Presentations						
Draft Report	24	8			5120	\$5,120.00
Preliminary Plans (multiple scenarios)	24	16			6160	\$11,280.00
Cost Estimates	8	8			2400	\$13,680.00
Review Meeting, Prep	8	8			2400	\$16,080.00
Final Report	16	4			3240	\$19,320.00
Council/Board Presentations, Prep	16				2720	\$18,800.00
Subtotal =					0	
Total =	288	344	500	0		\$94,180

Sauers Engineering, Inc.

Civil & Environmental Engineers

Fee Schedule January 1, 2023

I. The following are hourly rates for professional services. Overtime and weekend hours are billed at time-and-a-half. Evening meetings are not considered overtime unless the total daily hours exceed eight.

Senior Engineer	(Registered)	\$ 175.00 /hour
Associate Engineer	(Registered)	\$ 155.00 /hour
Assistant Engineer	(E.I.T.)	\$ 135.00 /hour
Technician, Construction Inspector		\$ 110.00 /hour
Prevailing Wage Construction Inspector		\$ 130 /hour
Clerical		\$ 60.00 /hour
Expert Witness/Litigation Consulting		\$ 300.00 /hour

II. Consultant will remain the judge of the level of qualification required to complete a given task. In addition to the above, all expenses (telephone, postage, materials, blueprints, xerox copies, etc.) will be billed directly, at a rate of cost plus 15%. Consultant reserves the right to utilize sub-consultants when necessary.

III. Clients are requested to contract directly with the vendors of significant outside services, such as soils engineering, aerial photography, title work, and so on. In the event that client wishes to retain the above services utilizing consultant as a billing agent, a service charge of 15% per billing will also be assessed.

IV. Mileage will be billed at a rate of \$0.55 per mile.



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Professional Service Agreements for on-call landscape design assistance services.

CEQA: Not a project.

Recommendation: The Council 1) approves the City Manager to execute Professional Services Agreements with Melton Design Group, Inc and Living Outdoors Landscapes for on-call landscaping design assistance services subject to legal review; 2) allow City Manager to approve a 5% contingency; 3) allow Finance Director to make any necessary budget adjustments and transfers.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: 04/11/2023

Date Prepared: 04/07/2023

Agenda: Consent

Background Information: Request for Proposals for On-Call Landscaping Design Assistance were issued on February 24, 2023, to assist the Engineering Department with landscape design for various parks, parking lots, landscape medians, and other miscellaneous areas. Seven firms submitted proposals for consideration. A panel of three reviewed the proposals and ranked firms according to adherence to submittal requirements, background and experience of firm personnel, past performance on similar projects, and ability to comply with the requested scope of work. Staff is recommending that Council authorize the City Manager to execute professional service agreements (PSA) for on-call landscaping design assistance services with the top two ranking firms: Melton Design Group and Living Outdoors Landscapes. Funding for the associated work will be determined for each on-call project the firms are assigned to, which will typically include budgeted capital improvement projects. The PSA's are proposed to be effective for two years with the ability to extend the PSA's twice, each for an additional year. Each PSA will be for \$30,000 with the ability to approve amendments up to \$90,000.

Council Goals/Objectives: The execution for on-call landscape design assistance services executes portions of work tasks towards achieving/maintaining Strategic Plan- Productive and Efficient Workforce and City Infrastructure Investment.

Fiscal Impact: \$180,000 **Funds Available:** N/A **Account #:** various accounts

Reviewed by: City Manager **Attachments:** Draft Professional Services Agreements

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / *Living Outdoors Landscapes*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Living Outdoors Landscapes, a State of California Sole Proprietorship (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **On-Call Landscaping Design Assistance**
- 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 risk of 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 February, 23 2023 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 Zac Quentmeyer, Deputy Public Works Director. 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 Ninety Thousand Dollars (\$90,000.00).
- 3.5. “Commencement Date”: April 11, 2023.
- 3.6. “Termination Date”: April 11, 2025

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. If such contributions have been made, Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement. If not, the Campaign Disclosure Form need not be completed and returned to the City.

5. 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 17 (“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.

The City manager may Extend this agreement for two (2) additional one (1) year periods and shall be incorporated in written amendments to this agreement.

6. CONSULTANT’S DUTIES

- 6.1. **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.
- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **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.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 6.5. **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.).
- 6.6. **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.
- 6.7. **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. Elizabeth Poston 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.
- 6.8. **Substitution of Personnel.** Naming any persons 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.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 6.10. **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.
- 6.11. **Records.** Consultant shall maintain 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 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 § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, 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.

7. SUBCONTRACTING

- 7.1. **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 other than by an amendment to this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **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.
- 7.4. **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 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 to or for any subcontractors.

8. COMPENSATION

- 8.1. **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 the Agreement Administrator in advance.
- 8.2. **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 or 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.
- 8.3. **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.
- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 8.5. **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 to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.

- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

9. 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. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. 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.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) 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.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant shall be a wholly independent contractor to the City under this Agreement.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise 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 in any manner that it is, or that any of its agents or employees are, employees of City.
- 11.3. **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.

- 11.4. **Indemnification of CalPERS Determination.** If 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.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, “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.
- 12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with 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.
- 12.3. **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 sole active negligence or willful misconduct of the City.
- 12.4. **Attorney Fees.** Such costs and expenses shall include reasonable attorney’ fees for counsel of City’s choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney’ fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.

- 12.8. **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 whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

- 13.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require 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.

- 13.2. **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: On-Call Landscaping Design Assistance
- 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.

- 13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
 \$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.

- 13.4. **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.
- 13.5. **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. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. 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.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 13.8. **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 this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work under this Agreement.
- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds 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, 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.

- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the 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.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. 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 before 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: Zac Quentmeyer, 125 East Main Street, Grass Valley, CA 95945.
- 13.12. **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.
- 13.13. **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.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 13.15. **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 before 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.

- 13.16. **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 or its early termination.

14. MUTUAL COOPERATION

- 14.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 14.2. **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.

15. 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:

Zac Quentmeyer
City of Grass Valley
Public Works Department
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4713
Facsimile: (530) 274-4399

If to Consultant:

Elizabeth Poston
PO Box 1921
Grass Valley, Ca 95945
Telephone: 530-205-9607

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 6.11 (Records), Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.8 (Claims-Made Policies), Section 14.2 (Consultant Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. **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.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 17.3. **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.
- 17.4. **Remedies.** City retains all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **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 provisions of this Agreement and its exhibits, 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 from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of 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 govern in the construction of this Agreement.
- 18.4. **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).

- 18.5. **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.
- 18.6. **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.

19. GENERAL PROVISIONS

- 19.1. **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 them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 19.2. **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 subcontractors to file, a Statement of Economic Interest under the Political Reform Act 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. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.
- 19.3. **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.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 19.5. **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 under this Agreement.
- 19.6. **Time of the Essence.** Time is of the essence for every provision of this Agreement.

- 19.7. **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 or any other unlawful basis. 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 shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 19.8. **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.
- 19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10. **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 either 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 such other rights, powers or remedies.
- 19.11. **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 and actual attorneys’ fees and costs expended in the action.
- 19.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page Follows]

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”
Living Outdoors Landscapes

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Taylor Day, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

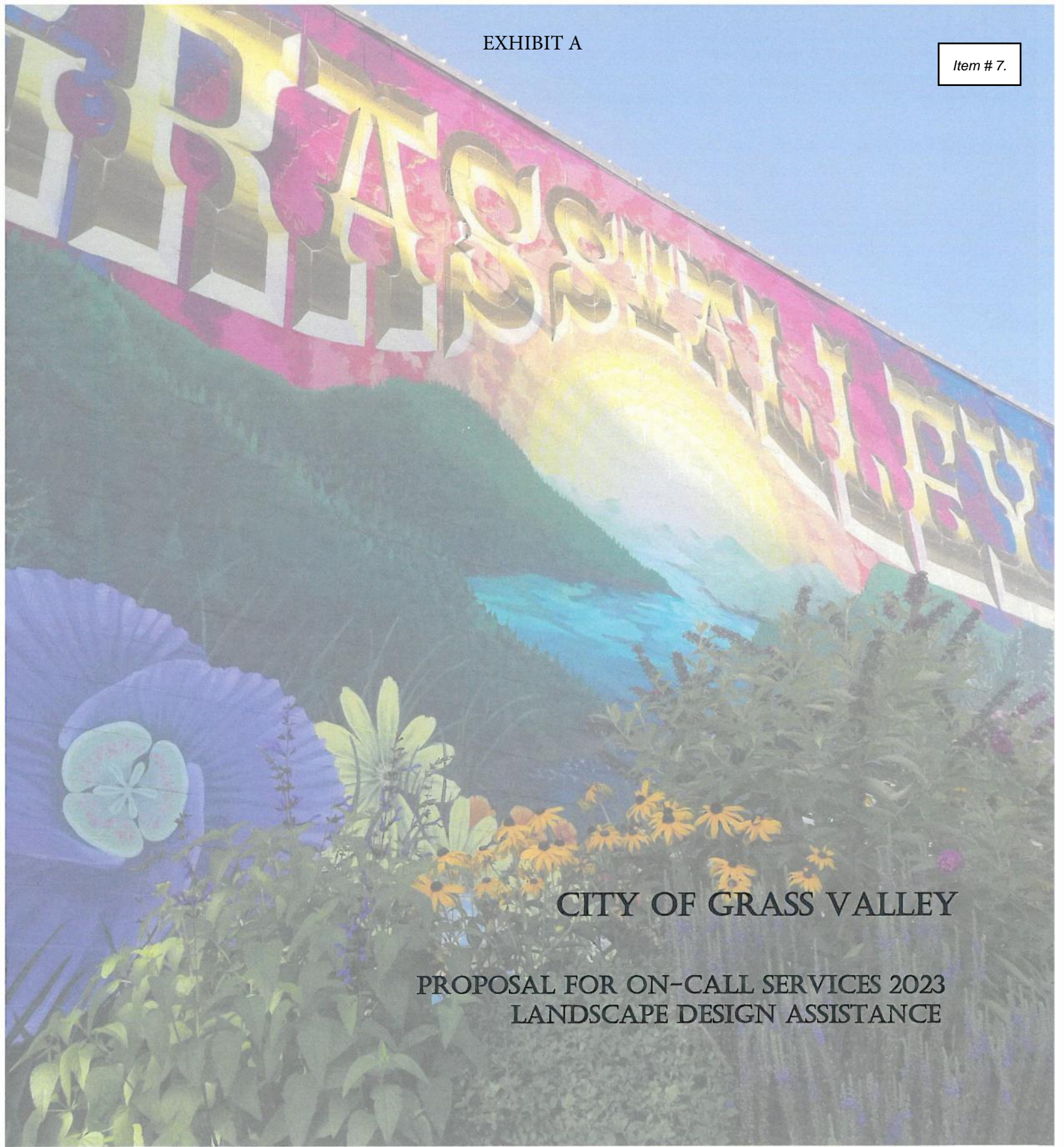
1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____



CITY OF GRASS VALLEY

PROPOSAL FOR ON-CALL SERVICES 2023
LANDSCAPE DESIGN ASSISTANCE

February 23, 2023

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

RE: City of Grass Valley Request for Proposals On-Call Services, Landscape Design Assistance

Dear Members of the Selection Committee:

I am pleased to submit the enclosed package outlining the qualifications for Living Outdoors Landscapes to provide on-call design assistance for the City of Grass Valley. Based in Grass Valley, we understand the local area and needs of the community after working here for the last 12 years. Operating as a sole proprietorship, Elizabeth works alongside her husband Dan Poston with his landscape contracting business.

Elizabeth and Dan are committed to enhancing public works projects for the City of Grass Valley while maximizing value for dollars spent and working with public and private entities. We are skilled at communicating design ideas and aiding in the implementation of projects as our track record has already shown.

As the times change with water conservation, creating biodiversity, and working within the changing parameters of fire safety, Living Outdoors Landscapes understands these dynamics and is continuing to stay on top of changing trends and information presented to the community and beyond. Our goal is to create beautiful landscape spaces for the community to enjoy that aid in shade canopy creation, biodiversity for our pollinators, low-water use, reduced maintenance outputs for Public Works or other private maintenance entities with a goal for long-term planning and enjoyment for generations to come.

Thank you for considering the qualifications of the Living Outdoors Landscapes team. As owner of the business, I am excited to continue in our already successful relationship enhancing the community of Grass Valley.

Sincerely,



Elizabeth Poston

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Elizabeth Poston, Landscape Designer

Elizabeth has been working in the landscape industry for over the last 20 years. She got her start in the industry working in a retail plant nursery where she honed her skills in plant identification and care. Her passion for plants directed her to Cal Poly San Luis Obispo where she studied and excelled in the Environmental Horticultural Science department. Throughout her time in school Elizabeth interned for commercial maintenance in San Diego, working as a laborer, competed in multiple landscape competitions and took on various leadership roles with the horticultural clubs on campus. Upon graduating she began working as a residential landscape designer in the Bay Area. Elizabeth moved her business to Grass Valley in 2010 and founded Living Outdoors Landscapes, focused mainly on residential landscape design and some small commercial and community projects. She brings



extensive knowledge in the world of plant material, creating low maintenance, irrigation-efficient landscape designs, specifically for the elevation of the Foothills. Elizabeth also supports the installation and oversight of her projects helping with project management, plant layouts, pruning, pest and disease identification and maintenance needs.

Dan Poston, Landscape Contractor

A native to Grass Valley, Dan has also been working in the landscape industry for over 20 years. He too graduated from Cal Poly with a B.S. in Environmental Horticultural Science and specializes in landscape installation and irrigation trouble shooting/repair. Dan earned his Landscape Contractor's License in 2014, (CSLB #999995), and provides unique insight into landscape projects.

His role would be supporting Elizabeth in troubleshooting and consultation but would not be a paid 'contractor' through this RFP.



CAPABILITIES OF FIRM

The values of Living Outdoors Landscapes are to enhance and improve the immediate landscape surroundings of people's homes and the community at large. Elizabeth and Dan are passionate about providing landscape design solutions for a variety of situations from residential landscape renovations, new builds, renovating public streetscapes, commercial color enhancement and long-term maintenance care.



The range of experience between Dan and Elizabeth allows for them to provide unique and tailored services to each project's unique needs. They have become proficient in plant selection for water conservation, commercial color enhancement, and low-maintenance care for the

Public Works staff. Their goal is to build relationships with their clients and to add value to our community through a shared vision of design, installation, and long-term care.



DIVERSITY IN DESIGN

As a local landscape designer, Elizabeth strives to improve and enhance the local environment for aesthetics and biodiversity that works in harmony with the local Sierra Foothills environment. After working in all parts of California from San Diego, to Monterey and Marin, Elizabeth understands the weather, soils, and topography that make the Foothills truly unique.

Each project is an opportunity to do something special, make Nevada County a little better for generations to come, support climate change goals, and create strong foundations for the community.

CLIENT SERVICES

Living Outdoors Landscapes provides client services throughout the life of a project including but not limited to:

- Site Analysis and Master Planning
- Plant Material Selection and Planning
- Seasonal Color Programs
- Color Renderings of projects
- Construction Notes
- Low Maintenance Design
- Project Coordination and Management
- Pest and Disease Identification
- Irrigation Troubleshooting and Repair



LOCAL PROJECT EXAMPLES

RICHARDSON CORNER

Designed and supported the installation of new landscaping at the corner of East Main St. and Richardson Corner with drought-tolerant grasses and perennials. The selection and placement of the annual Christmas tree was installed in this planter in 2018.



MURAL PLANTER

Living Outdoors Landscapes adopted the 'Grass Valley' Mural planter on East Main St. and Mill St in 2017 and continue to maintain it to this day as a free service to the community.



SAFeway SHOPPING CENTER

Designed in 2017 and installed in 2021, Elizabeth helped oversee the planning, plant selection and installation of various large-scale rock planters throughout the local shopping center at the corner of Neal and South Auburn St. Tree selection was based on growth habit for long-term shade canopies, carbon-capturing and low-maintenance needs.



BOX PLANTERS

Elizabeth provided commercial color services to the local merchants in downtown Grass Valley for five years. This included tailored plant material to the unique sun and shade exposures to each location, maintenance needs and overall color for each season or holiday.



MILL ST

Provided support services for the plant material selections for Mill St. during pandemic closure in 2020 which has led to the current transition to a permanent pedestrian plaza.



MEMORIAL PARK

Supported the landscape renovation projects for various areas within Memorial Park including the front entrance, areas around the recreation courts and dogwoods in the veteran's memorial section.



C. STEVENS WALKWAY

Supported the installation of planter boxes on either side of the Christopher Stevens Memorial Walkway as well as plant material unique to the extreme shade and sun exposures for either side. Consulted with the lighting installation on the steel arches.



GRANT SUPPORT

Donated design services to the city of Grass Valley for grant application material for shade tree installations in the city limits. While not awarded the grant, these did inspire the renovation of the parking lot planters at the corner of Neal St. and South Auburn St, across from the Safeway shopping center.



REFERENCES

LISA SWARTHOUT

Current District 3 Supervisor for Nevada County

BOB ZUCCA

Past President of the Nevada County Contractors Association

BARBARA BASHALL

Past Executive Director of the Nevada County Contractors Association

HAVEN CARAVELLI

Current Member of Grass Valley City Council

COST PROPOSAL

Service Type	Hourly Rate
Site Review	\$95
Design Services	\$95
Plant Layout	\$95
Maintenance Services	\$95

*Hourly Services to be recorded by Living Outdoors and Invoiced on a monthly or quarterly basis based on project type and duration.

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of Grass Valley / Melton Design Group, Inc)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Melton Design Group, Inc, a California Corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: On-call landscaping design assistance.
- 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. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s February 24, 2023, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Zac Quentmeyer, Deputy Public Works Director. 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

- 3.4. “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.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Ninety Thousand Dollars (\$90,000).
- 3.6. “Commencement Date”: April 11, 2023.
- 3.7. “Termination Date”: April 11, 2025

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate within the preceding 12 months. If such contributions have been made, Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement. If not, the Campaign Disclosure Form need not be completed and returned to the City.

5. 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 17 (“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.

The City manager may Extend this agreement for two (2) additional one (1) year periods and shall be incorporated in written amendments to this agreement.

6. CONSULTANT’S DUTIES

- 6.1. **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.
- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

- 6.3. **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.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the highest 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.).
- 6.6. **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.
- 6.7. **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. Ryan Reidlinger 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.
- 6.8. **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.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.10. **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.

- 6.11. **Records.** Consultant shall maintain 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 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.

7. SUBCONTRACTING

- 7.1. **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.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **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.

8. COMPENSATION

- 8.1. **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.
- 8.2. **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 or 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.
- 8.3. **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.
- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

- 8.5. **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.
- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

9. 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 including the design and preconstruction phases of a covered public works project. 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.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) 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.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant is, and shall be a wholly independent contractor as to the City under this Agreement.
- 11.2. **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.
- 11.3. **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.

- 11.4. **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.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "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 officials, officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those

which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 12.3. **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 sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other 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.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.8. **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.
- 12.9. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

13. INSURANCE

- 13.1. **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.
- 13.2. **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: On-call landscaping design assistance
- 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.

13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
 \$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 City as 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

13.4. **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.

13.5. **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.

- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. 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.
- 13.8. **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.
- 13.9. **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, 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.
- 13.10. **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, but not the duty, to obtain the required insurance and deduct the 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.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. 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: Zac Quentmeyer, 125 E. Main Street, Grass Valley, CA 95945.

- 13.12. **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.
- 13.13. **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.
- 13.14. **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.
- 13.15. **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.
- 13.16. **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.

14. MUTUAL COOPERATION

- 14.1. **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.
- 14.2. **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.

15. 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

Zac Quentmeyer
City of Grass Valley
Public Works Department
125 E. Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4713

If to Consultant

Greg Melton
820 Broadway St
Chico, Ca 95928
Telephone: 530-899-1616

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.11 (Records), paragraph 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnity), paragraph 13.8 (Claims-Made Policies), paragraph 14.2 (Consultant Cooperation in Defense of Claims), and paragraph 19.1 (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.

17. TERMINATION

- 17.1. **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.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

- 17.3. **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.
- 17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **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.
- 18.3. **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.
- 18.4. **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).
- 18.5. **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.
- 18.6. **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.

19. GENERAL PROVISIONS

- 19.1. **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.
- 19.2. **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.
- 19.3. **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.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.5. **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.
- 19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.7. **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.
- 19.8. **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.

- 19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10. **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.
- 19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 19.12. **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.

[Signature Page Follows]

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”
Melton Design Group, Inc

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Taylor Day, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a contribution of more than \$250 from any party¹ or agent² for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any City Councilmember or other City official by the party, or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during the proceeding and for 12 months following the date a final decision is rendered by the City.

A City Councilmember or other city official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any City Councilmember or other City who receives such a campaign contribution who returns the portion in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a City Councilmember or other City official within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

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- 7. EXCEPTIONS and ADDITIONS



February 24, 2023

Attn: City of Grass Valley
Zac Quentmeyer
125 East Main Street
Grass Valley, CA 95945
(530) 274-4713 /
ZacQ@cityofgrassvalley.com



Chico City Plaza

Re: On-Call Landscape Design Assistance

For your consideration,

Melton Design Group, Inc. (MDG) is excited for the opportunity to work with you to provide as-needed Professional Landscape Architect Services for your City. Greg Melton has been in landscape design for 35 years and MDG has been a force in the industry for 13 years. We are a team of exceptional professionals specializing in landscape architecture, park design, irrigation design and recreation planning.

Parks are our PASSION; we have designed over 100 parks in California! But parks are not all we do! We've designed functional and attractive streetscapes, city plazas that work for day-to-day use and special events, playgrounds for every range of age and ability, trails and pathways for health and appreciation of nature plus ... spray grounds ... pump tracks ... skate parks... .

Put our wide range of experience to work for you!

In addition to the capable team at MDG, you get our pool of superior sub-consultants and product vendors, all ready to take your projects and develop them into thriving spaces that will have durability and creativity. We believe in the following:

- ❖ **WE CARE.** Every project is a passion project.
- ❖ **WE LISTEN.** Every project begins by getting to know the stakeholders as well as we can.
- ❖ **WE ADAPT.** We see design as the intersection of people, purpose and place.

This proposal highlights our ability to perform any tasks and service you need to achieve all your objectives. MDG will be a great asset to you, your projects and your community.

Sincerely,

Gregory Melton - RLA 4217
(530) 899-1616 / Greg@meltondg.com
820 Broadway Street, Chico

MDG has reviewed and accepts the City of Grass Valley sample agreement (Attachment A) without qualifications.



Who We Are

INTRODUCTION TO MELTON DESIGN GROUP



Melton Design Group, Inc. (MDG) is a Chico and Sacramento based firm formed by Greg Melton 13 years ago and incorporated in 2016. We are now the premier design firm in Northern California. The Design Group staff has worked closely with communities throughout Northern California over the past 35 years and continues the tradition of providing Clients with the highest quality of licensed landscape architectural services. We currently have a design and office staff of 15 dedicated individuals ready to apply their skills to your project.

WHY WE ARE QUALIFIED

We are qualified for your on-call landscape design services because the MDG team has worked together successfully on many projects, we complement each other and bring many years of experience working as a team. We are committed to pushing the design envelope, so your designs are the best, most used and remembered for years to come. We create precise plans, specs and bid documents to successfully award a contractor the project and administer the construction of your project. We provide full project management services with a diverse staff experienced in designing and managing. We can handle your projects from start to finish.



*Chico City Plaza
2009 CRA Excellence in Public Spaces*

WE EXCEL AT...

- ❖ Visioning and Communication
- ❖ Unique, Locally Focused Design
- ❖ Stakeholder Understanding
- ❖ Community Outreach
- ❖ Master Planning
- ❖ Full Designs and Plan Check Review
- ❖ Sustainable Design Techniques
- ❖ Design Guidelines & Standards
- ❖ Construction Plans & Details
- ❖ Operations and Maintenance



*Butte Co. Administration Center 2018 ASCE Outstanding
Urban or Land Development Plan of the Year*

FEATURED AWARDS

MDG has been recognized by public and professional agencies for a wide range of projects and community outreach.

2021 California Parks and Recreation Society (CPRS)
Design Excellence Park Planning

2018 American Society of Civil Engineers Sacramento Chapter
Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects
Sierra Chapter Honor and Merit Awards
Parks/Open Space and Rehabilitation/Mitigation

2009 California Redevelopment Association
Award of Excellence in Public Spaces

2007, 2008 and 2009 American Society of Irrigation Consultants
National Excellence in Irrigation Honor Award

2007 Chico Economic Planning Corporation
Community Vitality Award

2005 California Parks & Recreation Society
Award for Facility Design and Park Planning



MDG brings a consortium of thinkers and makers to Grass Valley. The TEAM integrates the minds that take design, development, operations and maintenance to new levels. *Our experts are committed to quality and efficient services. We complete projects in a timely manner on tight project deadlines and we understand the importance of delivering projects within budget. Additionally, we're able to present any necessary reports or studies your elected officials require or that you'd like presented to the public.*

SERVICES PROVIDED BY MDG

Melton Design Group provides client services throughout the life of a project, and we are proficient in developing clean sets of documents that are easy to permit and build. Shown here is a list of services we provide in addition to the complete project management and direct communication between all consultants, Client staff and stakeholders. MDG uses both direct person-to-person meetings for primary, critical design sessions and presentations and web-based communication for coordination and file sharing. Services include, but are not limited to:

- ❖ Site Analysis and Understanding
- ❖ Facilitation of Public Workshops
- ❖ Site Master Planning
- ❖ Project Branding and Park Identity
- ❖ Research and Investigation
- ❖ Photo Simulations
- ❖ Interpretive Design and Signage
- ❖ CEQA / EIR Coordination
- ❖ Cost Estimates and Analyses
- ❖ Public Agency Presentations
- ❖ Construction Drawings, Details and Specification
- ❖ Contract Documents and Bid Documents
- ❖ Storm Water Pollution Prevention Plans
- ❖ 3D Modeling and Animation
- ❖ Construction Observation and Administration
- ❖ LEED and SITES Certification
- ❖ Construction Standards and Building Codes
- ❖ Maintenance Manuals and Guidelines

SERVICES PROVIDED BY SUB CONSULTANTS

In addition to the primary management and landscape architect services, the MDG Team can be expanded to provide the following services depending on project scope of work. We will work together to engage the community, work with agencies and create a complete project. Sub-consultant services include:

- ❖ Surveying, Civil Engineering and Geotechnical Services
- ❖ Electrical Engineering
- ❖ Structural Engineering
- ❖ Architectural Design Services
- ❖ Arborist
- ❖ Wayfinding and Interpretive Design



*Verbena Fields Habitat Restoration
2009 ASIC National Excellence in Irrigation
2014 ASLA Open Space and Rehabilitation*



River patterns of concrete represent local rivers and lead to a benchmark location on a glass aggregate globe pattern



Meet The Team

STAFFING

CITY and STAKEHOLDERS

Melton Design Group has assembled a team of experienced professionals to provide top notch design services. Key personnel have been selected for their excellence in project management, communication, engineering and park and recreation planning/design. Total Team experience includes over 200 public space projects with more than 100 successful park and recreation facilities designed and built in Northern California.

MDG staff will ensure the prompt delivery of work, control budget and scope and coordination between the Principal-in-Charge and the Client. We know that maintaining the project schedule and identifying and responding to issues that may arise requires frequent and effective communication. The following are the key MDG personnel for your design team and our pool of highly qualified sub-consultants:

Melton Design Group, Inc. – Landscape Architect and Park Planner

www.meltondg.com



Greg Melton
Principal
RLA #4217



Patrick Farrar
Senior Project
Manager



Paige Gimbal
Irrigation
Specialist



Sarah Sundahl
Landscape/Architectural
Designer & Multimedia

COORDINATION

Some of the Consultants we work with:



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.75



GREG MELTON, RLA, LEED AP
PRINCIPAL LANDSCAPE ARCHITECT

Greg Melton has been planning and designing recreation facilities for over 25 years, providing many north state cities and counties with successful design and planning services.

One of Greg’s most valued assets is his ability to see and help clients understand the big picture of a project; how a person may experience a project site, understanding the relationship with a site’s history and translating these aspects into a physical and visual experience that is informative, fun, and aesthetically pleasing. Greg believes it takes a complete team to design and build a project. All good design ideas need to be vetted against our quality control. All projects deserve quality materials for longevity and operation.

“All the projects we design are specific for each community and we are proud of that.”

Recent project experience includes lead design and cost services for:

- West River Park, Town of Truckee.
- Eastside Community Park Master Plan Update in Kerman for the Prop 68 Cultural and Resource Grant submittal.
- Eleanor Nelson Community Park design services for Community Outreach, Master Plan and Cost Analysis, Vacaville.
- Valley’s Edge 1,400-acre Mixed Use Development. Recreation and Parks Design for Specific Plan and Design Guidelines of 700+ acres of Park and Open Space in Chico.
- Mooretown Rancheria Community Park Master Plan, Grading and Utilities for existing 32-acre area at Feather Falls Casino in Oroville.

EXPERIENCE

Melton Design Group, Inc.

Landscape Architects and Planners, Chico, CA – Principal
Land Image

Landscape Architects and Planners, Chico, CA – Principal

On the Drawing Board

Sunset Whitney Recreation Area, City of Rocklin

This recreation area will provide a great space to create community. The open space meanders through hundreds of homes and provides a wealth of recreation, wellness, fire safety and a great place to gather and be social. Living in this space will change your life and enhance your wellbeing through connection to nature and people.



Education

BS in Landscape Architecture, University of Davis 1990
 BS in Horticulture and Recreation Planning, CSU Chico 1988

Registration

California Landscape Architect License #4217
 Nevada Landscape Architect License #1062

Accreditation

US Green Building Council
 LEED Accredited Professional

Awards

2018 American Society of Civil Engineers: Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects Honor and Merit Awards: Parks/Open Space and Rehabilitation/Mitigation

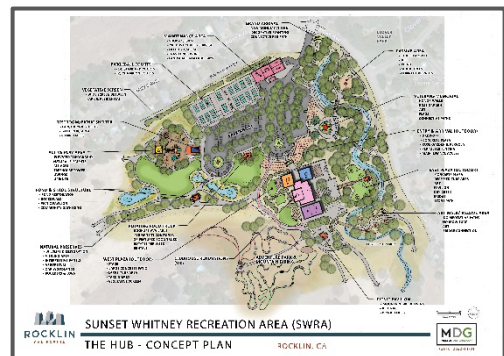
2009 California Redevelopment Assoc.: Award of Excellence in Public Spaces

2007 Chico Economic Planning Corporation: Community Vitality Award

2005 California Parks and Recreation Society: Award for Facility Design and Park Planning

Professional Affiliations

California Parks and Recreation Society
 American Society of Landscape Architects
 Building Industry Association



820 BROADWAY ST CHICO CA 95928 – 530.899.1616
 1930 G ST SACRAMENTO CA 95811 – 916.754.9159
 MELTONDG



PATRICK FARRAR
SENIOR PROJECT MANAGER

Patrick Farrar has worked in the field of Landscape Architecture for over 25 years in all regions of California. He has served as Lead Project Manager and Designer on numerous projects including water quality projects to treat pollution and storm water runoff, urban streetscape design, multi-modal urban and rural trail design, neighborhood and community parks, corporate campuses, land development, recreation and single-family housing.

Patrick has extensive experience bringing collaborative groups and disciplines together, working for the client from concept through construction. His ability to focus on client needs while minding budgets and design details has yielded successful projects throughout the private, municipal and federal sectors.

“I feel at my best managing projects with multi-disciplinary teams, creating high-quality, significant projects for communities.”

EXPERIENCE

- Melton Design Group, Inc.** – Chico, CA
Senior Project Manager
- SCAPE land planning + design** – Wenatchee, WA
Principal, Lead Designer
- The Nature Conservancy** – Wenatchee, WA
Trail Design,
- Tetra Tech Inc.**, San Luis Obispo, CA
Project Manager, Designer

On the Drawing Board

Riverside Park is a 3.2 -acre planned park and riparian edge restoration project adjacent to the Russian River in downtown Ukiah, CA.

The project goals included the following:

- Restore dump site to create seasonal wetlands and habitat with vegetation restoration.
- Restoration of transition and upland habitat.
- Public open, social space.
- Removal of dump material, invasive plants and weeds.
- Multi-Use Site
 - New Habitat
 - Pedestrian walking trails
 - Wildlife blinds and wetland overlooks.
 - Stormwater river overflow capture, storage and percolation to the aquifer.
- Greenhouse benefits – Air, habitat and water quality.

Education

BS in Landscape Architecture – Cal Poly, San Luis Obispo

Professional Affiliations

American Society of Landscape Architects

California Native Plant Society

National Fire Protection Association (NFPA) FIREWISE Practitioner

Association of State Wetland Managers (ASWM)

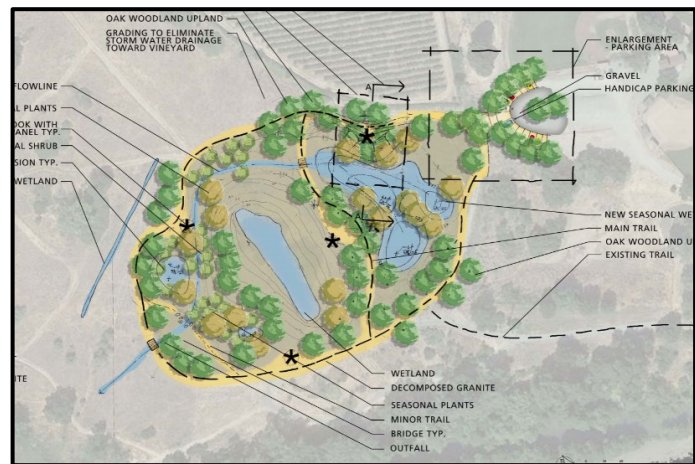
Committees / Activities

Wenatchee Arts, Recreation and Parks Committee - 2018- 2019

Washington State DFW Citizen Science Ecological Integrity Monitoring

Wenatchee Police Citizens Academy

Washington Native Plant Society Shrub-Steppe & Riparian Steward





PAIGE GIMBAL LEED-AP, RAI,
LEAD IRRIGATION SPECIALIST

Paige Gimbal has been working alongside Greg Melton for close to 20 years in Northern California. She brings extensive experience with irrigation design to the team. Paige’s broad knowledge of water conservation

technologies and innovative water use solutions results in long-term cost savings for Clients.

“My specialty is in the details; I think like a contractor and that is great when creating Construction Designs.”

Her ultimate goals are to establish reliable water resources for the outdoor landscape environment and to design irrigation systems that are water conserving, highly efficient and can be managed and maintained over time.

EXPERIENCE

- Melton Design Group, Inc.** – 2000 – Current
Landscape Architects and Planners, Chico, CA – Project Manager and Irrigation Specialist
- Land Image**, Landscape Architects and Planners, Chico, CA – Project Manager and Irrigation Specialist
- Normac, Inc.** – Branch Manager and Designer
- Irrigation Pump and Electric** – Irrigation Designer

On the Drawing Board

Madera County Courthouse Park is a 2-acre renovation of a plaza and park in Madera, CA and is located right next to the Madera County Courthouse. The project has complete Master Plan and Cost Estimate paperwork and has moved on to Construction Docs.

The design created by MDG will help rejuvenate the downtown area with the additions of a performance pavilion, inclusive play area, open turf fields and a new layout for craft and art fairs, along with others will help bring the community together and enjoy this area to its fullest.

Education

BS in Agriculture Irrigation and Soil Sciences, CSU, Chico, 1978

Cornell Pump School - Certificate of Completion

Certifications and Accreditations 2016 – Present

California Unified Certification Program - Disadvantaged Business Enterprise (DBE)

U.S. Green Building Council – LEED Accredited Professional (LEED-AP)

Irrigation Association - Regional Authorized Instructor

Awards and Honors

Recipient of the American Society of Irrigation Consultants “Excellence in Irrigation” Honor three years in a row

Professional Training

American Rainwater Catchment Systems Association – Rainwater Harvesting Planning & Installation

Green Roofs for Healthy Cities

Irrigation Association – Irrigation Design for Water Conservation, Advanced Irrigation Design, Landscape Irrigation Design, Predicting and Estimating Landscape Water Use, Principles of Irrigation, Sprinkler System



MDG TEAM MEMBERS



SARAH CROSSLEY, Lead Project Manager, Multimedia Designer
Melton Design Group, Inc.: 2015 to Present

Sarah Crossley joined the MDG team in 2015. Sarah is passionate about all she does. With her background in architectural design, she brings a unique aesthetic to MDG, which can be seen through her mission to create spaces that inspire happy living. She also studies Design Psychology, bringing the “WHY” into our design solutions.

EDUCATION

BFA in Interior Architecture, CSU, Chico, 2015

SELECT PROJECT EXPERIENCE

- Turtle Bay Playground, Redding
- Westacre Park Expansion, W. Sac.
- Hope Plaza Memorial, Paradise
- Valley’s Edge Specific Plan, Chico



DANIEL LOUDER, Senior Production Specialist
Melton Design Group, Inc.: 2017 to Present

Daniel Louder joined the MDG team in 2017. Daniel has a background in Industrial Design, allowing him to apply engineering principles to creative endeavors. Daniel also has experience in project formatting, construction drawing, photography and estimating. Daniel processes drafts of plans, renderings and other preliminary project materials. He is also Melton Design’s IT Technician, making sure everyone has the best tools to perform their jobs efficiently.

EDUCATION

BS in Industrial Design, BA in Spanish, Walla Walla University, 2012

SELECT PROJECT EXPERIENCE

- Madera Co. Courthouse Park
- Brentwood Park, Davis
- Riverbend Community Park, P 4&5
- Mooretown Rancheria Park



AUBREY HENDRICKS, Landscape/Irrigation Designer
Melton Design Group, Inc.: 2019 to Present

Aubrey joined the MDG team in 2019. Aubrey has a passion for recreation, creativity and sustainability. She believes in the importance of functional outdoor spaces while treading lightly on the planet and helped create a sustainability plan for a new community in Baja, CA. She earned a Permaculture Design Certificate from Quail Springs and has managed a plant nursery and landscape company.

EDUCATION

BS in Interior / Architectural Design, CSU, San Diego, 2016

SELECT PROJECT EXPERIENCE

- Railyard Town Center, Truckee
- Hope Plaza, Paradise
- Hewitt Park, Oroville
- Chapman Park, Chico



RYAN RIEDLINGER, Project Manager, Landscape Designer
Melton Design Group, Inc.: 2021 to Present

Ryan became a part of the MDG team in April 2021. Ryan was born and raised in Chico and is currently pursuing a degree in Architecture. Coming from the agricultural industry, he has experience in winemaking, distilling and beekeeping, as well as managing day-to-day operations of a winery and distillery.

EDUCATION

BA Architecture, in process.

SELECT PROJECT EXPERIENCE

- 20/30 Park, Eureka
- Barber Yard Development, Chico
- Gold Nugget Museum, Paradise
- Legacy Park, Lakeport



GEOFF MULLENNIX, Graphic Designer, Production Specialist
Melton Design Group, Inc.: 2021 to Present

Geoff joined the MDG team in 2021, with a BA in Communication Design from California State University, Chico. Geoff has a diverse background in architecture from his time in college and mechanical design from his 6 years in the military as a Machinist Mate. He has a passion for design layouts and creating content that is clear and precise.

EDUCATION

BA in Communication Design, CSU, Chico, 2021.

SELECT PROJECT EXPERIENCE

- Anderson River Park, Anderson
- 20/30 Park, Eureka
- Wheatland Aquatic Center
- Sierra Vista & Alamo Parks, Vacaville



JARED GIBSON, Production Specialist
Melton Design Group, Inc.: 2021 to Present

After graduating from Cal Poly San Luis Obispo in 2014 with a BLA degree in landscape architecture, Jared put his expertise to work with a contractor and with a design-build firm. He then joined the MDG team in 2021, bringing years of experience and knowledge. He enjoys developing designs that meld functionality with beauty in creative ways. One of his favorite parts of landscape architecture is knowing plants and where to use them.

EDUCATION

BLA in Landscape Architecture, Cal Poly San Luis Obispo, 2014.

SELECT PROJECT EXPERIENCE

- Oak Creek Park, Paradise
- California Park Trails Renov., Chico
- Anderson River Park, Anderson
- Avie's Place Rec Area, Oroville



CONNOR MELTON, Civil Engineering Associate
Melton Design Group, Inc.: 2016 to Present

Connor Melton has been working with MDG since 2016. Connor is a Project Manager whose primary focus is Site Engineering and Construction Documents (horizontal and vertical control, site layout, grading, utility design), Storm water (LID) Designer, Cost Estimating and Project Management. He performed construction monitoring and audits for the Live Oak Soccer Complex in Live Oak.

EDUCATION

BS in Civil Engineering, CSU, Chico, 2020

SELECT PROJECT EXPERIENCE

- Lakeridge Park, Paradise
- Orland Complete Street Plan
- Yuba City Bridge Street
- Meriam Park Central Park, Chico



CURTIS PAUL, Associate Designer
Melton Design Group, Inc.: 2022 to Present

Curtis Paul joined the Melton Design Team in early 2022. His breadth of experience ranges from designing architectural interiors to designing commercial A/V and data systems. Curtis was drawn to landscape architecture because of its potential to foster meaningful experiences in people's lives, to create positive change in the culture of our cities and to improve the ecological health of our environment.

EDUCATION

BA in Design, UC, Davis, 2012

SELECT PROJECT EXPERIENCE

- Madera County Courthouse Park
- CARD Bocce Court, Chico
- Hewitt Park, Oroville
- Sierra Vista & Alamo Parks, Vacaville



ANNALIESE (ANNIE) KUHN, Landscape Designer
Melton Design Group, Inc.: 2022 to Present

Annie is the newest addition to Team MDG. Annie is a Chico local and calls the Humboldt coast her second home. Her favorite motto is "Positive thoughts, words and actions create more positive thoughts, words and actions." She is an outdoors enthusiast, lover of animals and amateur green-thumb. Annie worked in Eureka, CA as an architecture intern, where she discovered her true passion for architectural design.

EDUCATION

BS in Applied Mathematics, CSU, Chico, 2022

SELECT PROJECT EXPERIENCE

- Chapman Park, Chico
- Paradise Community Center
- Gold Nugget Museum, Oroville
- 20/30 Park, Eureka



TERESA WALSH, Office Manager/Controller
Melton Design Group, Inc.: 2019 to Present

Teresa Walsh has worked in the Construction Industry since 1990. Teresa worked for more than two decades for the local Builders Exchange as a Planroom Manager, then for their Statewide Online Planroom as Managing Editor. This provided her with valuable experience in every facet of the industry from RFP to Design to Construction. She later worked for a landscape contractor, where she put her background knowledge into practical application. MDG welcomed Teresa in 2019, where her vast experience has made her a strong guide and anchor for the Team.

EDUCATION

BA in Visual Communications, CSU, Chico, 1990

Not pictured:

CHRISTA MELTON, Marketing Manager

JANELLE STONE, Associate Project Designer

Our Past Supports Your Future

QUALIFICATIONS and EXPERIENCE

The experience of the staff at MDG is focused on Parks and Recreation but includes many other design features including park and community identity and branding, urban-social and recreation spaces, open space and restoration. Our creative solutions have helped many agencies build unique parks and spaces that have become icons for their communities and stand out in their memory for years.

We work to completely understand your community, your stakeholders and the ways any given project can serve the needs of your community.

The following is a select list of MDG projects shown in categories relevant to you. Our diverse knowledge allows us to understand your park and recreation needs.



Walking Paths, Shade Structures and Outdoor Play at Bille Park, Paradise

CURRENT ON-CALL SERVICES FOR OTHER CITIES and AGENCIES

- ❖ City of Chico
- ❖ City of Davis
- ❖ City of Yuba City
- ❖ City of Fresno
- ❖ City of Wheatland
- ❖ Chico Area Recreation and Parks (CARD)
- ❖ City of Oroville
- ❖ Paradise Recreation and Parks
- ❖ City of Clovis
- ❖ Feather River Recreation and Parks

COMMUNITY and NEIGHBORHOOD PARKS

- ❖ Riverbend Park, Oroville, CA – 120 acres
- ❖ Eleanor Nelson Park, Vacaville, CA-12 acres
- ❖ West River Park, Truckee, CA-1.4 acres
- ❖ Valley’s Edge Specific Plan Parks, Chico, CA – 160 Acres
- ❖ Turtle Bay Exploratorium Adventure Park, Redding, CA
- ❖ Baroni Park, Chico, CA – 4 acres
- ❖ Wildwood Park, Chico, CA – 7 acres
- ❖ Westside Community Park, Lakeport, CA – 70 acres
- ❖ DeGarmo Park, Chico, CA – 36 acres
- ❖ Noble Park, Paradise, CA – 7 acres
- ❖ Shastina Community Park, Redding, CA – 14 acres
- ❖ Katie’s Kids Park, Kerman, CA – 4 acres
- ❖ Walnut Park, Winters, CA – 4 acres



COMPLETE STREETS

- ❖ El Dorado Hills Town Center, Town Center Blvd., CA
- ❖ Highway 32/Walker Street, Orland, CA
- ❖ Highway 20/Highway 99, Yuba City, CA
- ❖ Hazel Street Downtown, Demonstration Project, Gridley



RENOVATED PARKS

- ❖ Vinewood Park, Ukiah, CA
- ❖ Eastern Oak Park, Sacramento, CA
- ❖ Austin Park and Highlands Park, Clearlake, CA
- ❖ Turtle Bay: Babes Coral, Redding, CA
- ❖ Bille Park, Paradise, CA
- ❖ Caper Acres, Chico, CA
- ❖ Foothill Community Park, Sacramento, CA



OPEN SPACE and TRAILS

- ❖ Bidwell Park Range Remediation-Oak Woodland, Chico
- ❖ Verbena Fields – 20-acre Creek Restoration, Chico, CA
- ❖ Live Oak Community Trails / Pocket Parks, Live Oak, CA
- ❖ California Park Chain of Ponds and Trail System, Chico
- ❖ Riverbend Community Park, Oroville, CA
- ❖ El Dorado Hills Town Center, El Dorado Hills, CA



HABITAT RESTORATION

- ❖ Riverside Park, Ukiah, CA
- ❖ North Park, Davis, CA
- ❖ Little Chico Creek Floodplain Restoration, Chico, CA
- ❖ Kachituli Oxbow – Riparian Corridor, Sacramento, CA
- ❖ South Volante Park Wetland Restoration, Anderson, CA
- ❖ Shauna Downs Wetland Bank, Durham, CA
- ❖ Big Chico Creek Floodplains, Chico, CA
- ❖ Putah Creek Parkway, Davis, CA



WATER CONSERVATION PLANS

- ❖ City of Davis and Woodland Conservation Plan
- ❖ Elk Grove Community Park Water Reduction Plan
- ❖ Chestnut Park Water Reduction Study, Davis, CA
- ❖ HACB Countywide Conservation Plan



CITY and RECREATION DISTRICT MASTER PLANS

- ❖ Valley’s Edge Specific Plan Recreation Element, Chico, CA
- ❖ CARD Master Plan Update 2013, Chico, CA
- ❖ Feather River Recreation Park District 2020 Master Plan
- ❖ Red Bluff Parks and Recreation 2015 Master Plan
- ❖ CARD 2030 Master Plan Update
- ❖ City of Chico Design Guidelines Manual

STREETSCAPES

- ❖ Feather River Boulevard Revitalization Plan, Oroville, CA
- ❖ West Gateway Mixed Use District, Hollister, CA
- ❖ El Dorado Hills Town Center Amphitheater
- ❖ Murieta West Planning Area, Rancho Murieta, CA
- ❖ Meriam Park, Chico, CA



Sunset Whitney Recreation Area (SWRA)

Rocklin, California

Dates: 2022 – Current

Design Fee: \$120,500

Project Cost Ph 1: \$3.2 million

Contact: Kevin Huntzinger, CPRP Director

Parks & Recreation Department

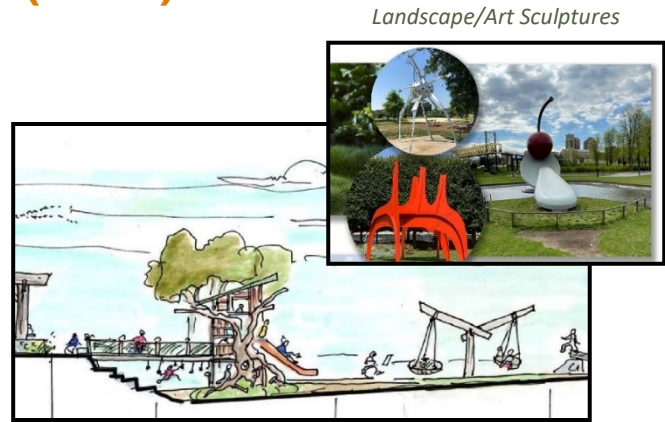
(916) 625-5296 / Kevin.Huntzinger@rocklin.ca.us

Relevant Staff Roles:

Greg Melton, Principal

Sarah Crossley, Project Manager

Annaliese Kuhn, Designer/Technician



Inclusive Playground at "The Hub"

Project Summary: In March 2022, Melton Design Group, Inc. began work with the City of Rocklin as lead consultant with WDSLA, COAR Design Group and Peloton Research & Economics to create a Master Plan for the 184 AC community park and trails system project, which was previously converted from a golf course. Through community workshops and public outreach, we were able to clarify the needs of Rocklin and evaluate park features and layout.

Activation and preservation are the main focus of the Project. The two activated zones with amenities are "The Hub" and "Sunset Boulevard Playground". They are connected by walking, bicycling and crosscountry trails through the site. The Hub is the main access point into the park. Amenities include the following: parking lot, veterans memorial, rose garden, pickleball courts, adventure play area, maintenance shed, mountain bike course, art walk and an existing clubhouse that is to be renovated to suit the communities needs. MDG developed the project from conceptual design, through design development, needs assessment, 30-year operation and maintenance cost analysis.



"The Hub" Master Plan – Sunset Whitney Recreation Area

Bridge Street Reconstruction (Phase 1 and 2) Streetscape Design

Yuba City, California

Dates: 2017 – 2019

Project Cost: \$550,000 (Phase 1)

Contact: Ben Moody, PE / Diana Langley, PE
Yuba City Public Works (530) 822-4694

Relevant Staff Roles:

Greg Melton, Principal / Project Manager

MDG, Inc. partnered with the Public Works Department, Ben Moody and Diana Langley, to create a unique streetscape design for Bridge Street in Yuba City. Our scope of work included developing a low-maintenance hardscape, planting and irrigation concept.



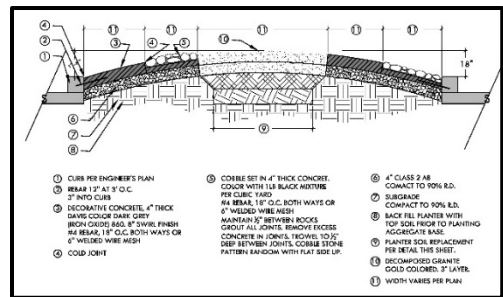
Installed median landscape with concrete, cobble, planting

Initially MDG studied the length of Bridge Street to establish a plan that would create a street tree/shrub program to achieve an attractive street design. Finally, MDG packaged complete construction drawings along with integrating new details, specifications, requirements, submittals and inspections. To provide the City with a forecast of project cost, from conception to maintenance, MDG created installation, maintenance and replacement costs for the project.

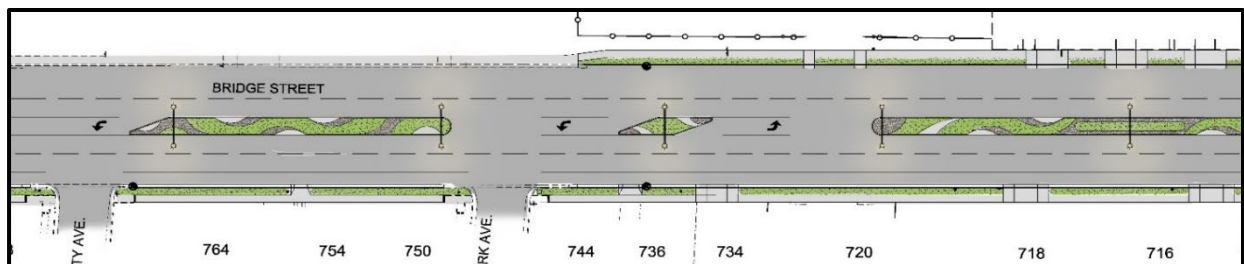
Specific milestones include site visits, analyses and meetings to generate a landscape architectural base. From there MDG created a concept landscape plan for coordination with the City as well as comment from the public. This allowed MDG to maintain project flexibility to meet all stakeholder needs while remaining open to feedback. Next, drawings, details and specifications were created for a complete bid package.



Installed Median Landscape



Median Section Detail



Bridge Street Median Design – Plan View



Eastern Oak Plaza Park Renovation

Sacramento, California

Contact:

JR Hichborn, Parks Superintendent
Mission Oaks Recreation and Park District
(916) 588-6566 / cell (530) 306-8696
TJ Newman, Retired Manager

The design included: renovation of soccer fields, the conversion of turf areas to drought tolerant landscape; turning an old tennis court into pickle ball courts and the addition of a restroom, futsal / basketball courts, exercise stations, universal playgrounds, a community plaza, and shade structures. MDG services included: Master Plan, Cost estimate, Public Outreach, Construction Documents, and Bid Construction Administration. When the park opened, it was instantly a big hit with the community, especially the playground. With the reduction in unused turf areas, the District is saving largely on the water and maintenance costs. The project construction was jointly managed by Sacramento County, MORPD and Melton Design Group.



West River Street Park Riverfront Development and Access

Truckee, California

Contact:

Hilary Hobbs, Town of Truckee, (530) 582-2914

The project is a 1.4 -acre planned park and riparian edge restoration project on West River Street in downtown Truckee.

The project goals included the following:

- ❖ Provide a passive park with public river access.
- ❖ Restoration of riparian edge with interpretive panels.
- ❖ Public open, social space.
- ❖ Riverfront access & activated riverfront play.
- ❖ Multi-Use Site: park facility, river-oriented commercial offerings, river access, stormwater treatment.
- ❖ Connectivity: Expansion of downtown to Legacy Trail and trail bridge, downtown core to natural open space & river.
- ❖ Greenhouse Benefits: air, habitat and water quality.
- ❖ Catalyst for riverfront development.
- ❖ The Ordinary High-Water Mark of the Truckee River was determined based on the methods specified in the 2014 Guide to Ordinary High-Water Mark (OWHM).



Streetscapes

Walker Street Master Plan

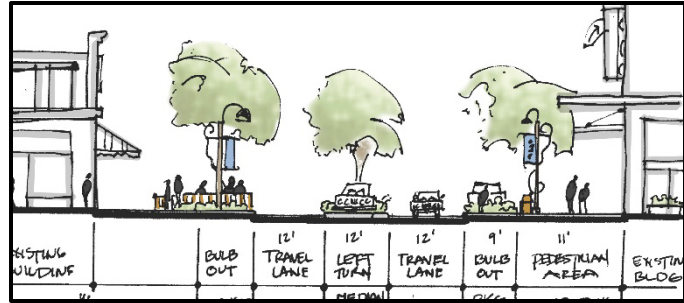
Orland, California

Start - End Date: 2017 – 2019

Contact: Pete Carr, City Manager

City of Orland (530) 865-1603

Project Summary: Streetscape design according to the Caltrans Sustainable Communities Grant and Caltrans Design Guidelines Manual. Primary goals of the project were to transform the Highway 32 corridor into an accessible and pedestrian-friendly environment, bring continuity to the corridor and create a more vibrant experience that will attract new business, appeal to the existing community and promote tourism. Design measures included a roundabout to alleviate traffic congestion, traffic calming medians, bulb-outs, decorative hardscapes and landscape. Elements of Orland history, culture and geology were incorporated throughout the design.



Streetscape Section



5th Street Intersection



Corner Sidewalk and Crosswalk Design

Lincoln & Huntoon Streets Restoration Plan

Oroville, California

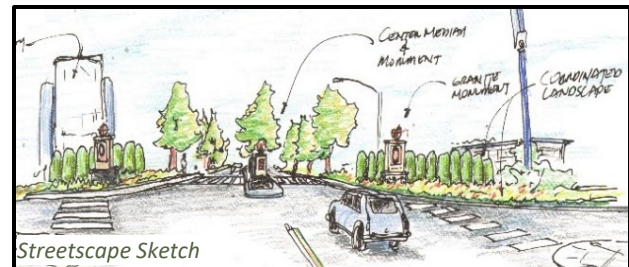
Start - End Date: 2019 – Current

Contact: Don Rust, Planning Director

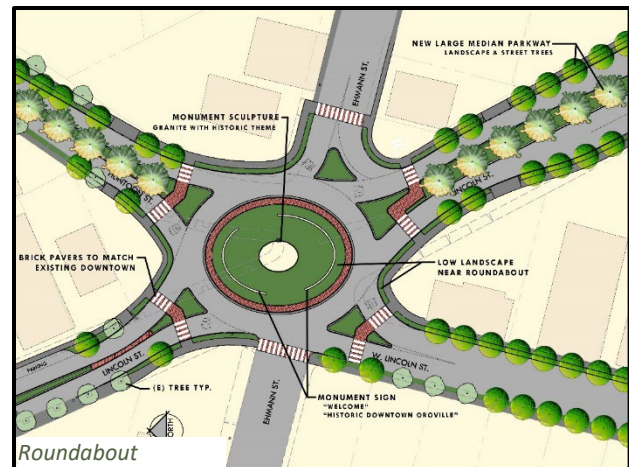
City of Oroville (530) 538-2433

Project Summary: The primary focus of the Lincoln & Huntoon Restoration Plan was to create a better business and pedestrian environment. Each street is currently one-way, with few stop signs or a light, causing a traffic thoroughfare that bypasses most of the local business.

The Revitalization Plan is an integrative process with the overall intention to create a cohesive community and environment for commerce to thrive. The plan provides direction for streetscape and traffic improvements in an effort to enhance pedestrian safety, bring continuity to the corridor and create a more vibrant experience that will attract new business, appeal to the existing community and promote tourism.



Streetscape Sketch



Roundabout



Eureka 20-30 Park Renovation

Eureka, California

Dates: April 2021 – current

Design Fee: \$353,000

Project Cost: \$5.8 million

Contact:

Donna Wood, Community Services

Director

City of Eureka

(707) 441-4241,

DWood@ci.eureka.ca.gov

Relevant Staff Roles:

Greg Melton, Principal

Patrick Farrar, Project Manager

Ryan Riedlinger, Landscape Designer

Project Summary:

This incredible park project includes:

1. Natural themed design based on the region's cultural and physical geography.
2. A unique park identity and experience for all users.
 - Egret-themed play structure based on local rookery.
 - Passive and active fitness.
 - Themed art and educational experience throughout park.
3. Coordination with local tribes, artists and stakeholders.
4. Uniting the existing baseball field re-design with the new park, creating a cohesive, connected experience.
5. Stormwater management, education and incorporation into the park design.
6. Plant selection that reduces water use and establishes native and culturally important plants.
7. New street corners designed for pedestrian safety.

Site Elements:

- Contoured Grass-Free Play
- Multi-Use Game Area
- Nature Play Parkour
- Fitness Area
- 1/2 mile of accessible Walking Path
- Updated Baseball Field and Amenities
- Concession/Restroom Building with Living Roof
- Neighborhood Connectivity at four park entries
- New and Improved Parking With EV Charging Stations



Custom Egret Play Structure Hand Sketch



Custom Crab Play Structure Computer-Generated Mock-Up



Eureka 20-30 Park Play Area and MUGA Enlargement



California Park Chain of Ponds and Trail System

Chico, California

California Park Homeowners Association

Contact:

Hignell, Inc. Property Management

(530) 894-0404

Greg Melton has worked with the California Park HOA for the last 20 years in creating a Master Visioning Plan for an Open Space and Trails System that connects residential properties to neighborhood parks, seasonal creeks and Upper Lake.



In 2012, Melton Design Group staff worked to renovate some of the landscape along the trails and greenway corridor.

New, for 2021, MDG is creating a Solar Panel Mitigation Plan to include Site Assessment, Master Plan Update, Design Development / Concept Plan, View Shed Assessment and Cost Estimate.

Project services, past and current, include:

- ❖ Greenways Master Plan
- ❖ Construction Documents
- ❖ Community Trail System
- ❖ Neighborhood Parks and Playgrounds
- ❖ Pedestrian Trail Bridges
- ❖ Chain of Ponds Water Feature
- ❖ Lake Aeration / Fountain System
- ❖ Construction Administration
- ❖ Cost Estimating



Our Projects Stay On Track

SAMPLE WORK PLAN

Phase I

4 weeks

Project Set Up and Programming

The project launch initiates the projects and gets all the players together to confirm schedule and scope. Programming tasks will define and prioritize all elements. We approach programming as a holistic effort with all players.

Deliverables:

Schedule, Program, Milestones

3 weeks

Site Analysis, Topography and Utility Study

The Site Analysis will capture all the information about the site, under, above and adjacent. We create or obtain topographic and boundary surveys. These documents are key to a successful end product.

Deliverables:

Surveys, Onsite Knowledge, Utility Map

8 weeks

Master Plan Programming and Cost

In order to come up with a desirable concept, we start by identifying goals, elements and functions of the site and Client priorities. We then develop a Master Plan and Cost Estimate for Staff and Stakeholders.

Deliverables:

Master Plan, Illustrative Renders, Cost Estimate(s), Proposed Building Footprints

Phase II

9 weeks

Schematic Design Documents

From the Master Plan, we develop Schematic Design Documents (30%), specifications outline and operational program. SD will indicate all improvements in the project, with costs and phases. Stakeholder meetings and site visits aid the process.

Deliverables:

30% Schematic Design Docs, Specifications Outline, Renderings, Operational Program, Preliminary Cost Estimate

8 weeks

Design Development Documents and CEQA Support

This process advances to a more detailed plan (approx.. 50% CDs) based on the approved Schematic Design. The priority is to define and develop the important aspects of the project in detail with specs.

Deliverables:

Drawing Set, Draft Spec, Detailed Cost Estimate, Phasing, Life-Cycle Cost Analysis, CEQA Support

Phase III

3 mos.

Construction Documentation

Here we develop the Design Drawings into a thorough and precise set of Construction Documents, Details and Specifications that have all the details necessary to communicate the entire project to 100% completion. Cost is updated at this time also.

Deliverables:

Construction Drawings, Details and Specifications / Cost Estimate

3 mos.

Bidding and Addenda

In this task, we add bid forms and contracts, bid addenda and bid alternates. This information finalizes the bid, which pushes us into onsite bid meetings with contractors, RFIs, bid review and award of project.

Deliverables:

Bid Forms, Addenda, RFIs, Contractor Bids, Bid Review and Project Award

6 mos.

Construction Administration

Here we coordinate with the Client Staff and Contractor to review submittals. Project inspections and RFIs allow us to answer questions from the contractor and to solve problems quickly, essential to a project's success.

Deliverables:

Observation Reports, Punch Lists, RFIs, Certificate of Payment, Notice of Substantial Completion

Grand Opening
24 mos.

Timelines Change Depending on the Type of Project



Worth Every Penny

SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$195.00 / hour
Project Manager	\$155.00 / hour
Irrigation Specialist	\$140.00 / hour
Graphic Designer	\$125.00 / hour
Designer/Technician	\$105.00 / hour
Administration	\$ 90.00 / hour

REIMBURSABLE EXPENSES

B & W Copies, 8.5 X 11	\$.35 each
B & W Copies, 11 X 17	\$.60 each
Color Copies 8.5 x 11	\$ 1.40 each
Color Copies 11 X 17	\$ 2.65 each
Binding Covers 8.5 x 11	\$ 3.00 each
Binding Covers 11 x 17	\$ 6.00 each
Black & White 24x36 Print	\$ 5.75 each
Black & White 30x42 Print	\$ 8.25 each
Color 24x36 Print	\$30.50 each
Color 30x42 Print	\$45.00 each
Premium Color Glossy Plan Print	\$65.00 each
Foam Core 24" x 36"	\$13.50 each
Foam Core 30" x 42"	\$16.00 each
Flash Drive	\$ 10.00 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.75 per mile

Note: Rates subject to change after one year of proposal

Let Our Clients Do The Talking

REFERENCES

Melton Design Group, Inc. has had an opportunity to work with many different agencies creating successful projects. Following is information for several agencies that we have been contracted with as an On-Call resource. These references provide you with a glimpse into the resource MDG can be for you.

City of Davis

23 Russell Boulevard, Davis, CA 95616

Department of Parks and Community Services
 Dale Sumersille, Director
 (530) 757-5626 / DSumersille@cityofdavis.org

Projects: Brentwood Park

Chico Area Recreation and Park District

545 Vallombrosa, Chico, CA 95928

Annabel Grimm, General Manager
 (530) 895-4711 / AGrimm@chicorec.com

Projects: Rotary Centennial Park
 Chapman Park
 Caper Acres Park
 DeGarmo Park
 CARD Rose Garden and Event Facility

City of Fresno

1875 Feather River Boulevard, Oroville, CA 95965

Ed Chinevere, PARCS Assistant Director
 (559) 903-6033 / Edward.Chinevere@fresno.gov

Projects: Armstrong-Hamilton Park Tot Lot
 Radio Park
 Quigley Park

Paradise Recreation and Park District

6626 Skyway, Paradise, CA 95969

Dan Efseaff, District Manager
 (530) 872-6393 / DEfseaff@paradisepdpd.com

Projects: Lakeridge Park Master Plan, Design Development and Construction Documents
 Bille Park Renovation
 Oak Creek Park Master Plan
 Moore Park Master Plan and Renovation
 Noble Park and Expansion Master Plan
 Eastside Community Park Master Plan, Costs, Sustainability Design



We Can Handle Your Projects

ACKNOWLEDGEMENTS

1. Melton Design Group, Inc. (MDG) does not take exception to or request any changes to the Scope of Services, the standard Professional Services Agreement nor other requirements of the RFP "On-Call Landscape Design Assistance" issued by the City of Grass Valley.
2. MDG has never defaulted on a contract.
3. MDG has never been suspended or debarred by any government agency.
4. MDG has not had any claims in the past five (5) years against our company concerning our work filed in a court or arbitration.
5. MDG will always take a proactive approach to resolving any conflict, whether it be with a Client, a Sub-Consultant or a Vendor.
 - a. We listen.
 - b. We gather the facts.
 - c. We come up with solutions.
 - d. We make sure that the conflict is resolved to the satisfaction of all parties.
6. MDG and the staff of MDG have no conflict of interest to provide the services outlined in the above-state RFP.



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Authorize travel for Mayor Arbuckle to the National League of Cities (NLC) Conferences for 2023

CEQA: Not a project.

Recommendation: That Council approve travel and related expenses for Mayor Arbuckle to attend the National League of Cities Conferences for 2023 (NLC Summer Board & Leadership, NLC Women in Municipal Government, & NLC City Summit).

Prepared by: Taylor Day, City Clerk

Council Meeting Date: 04/11/2023

Date Prepared: 04/6/2023

Agenda: Consent

Background Information: The National League of California Cities provides a variety of training, legislative support and information to elected and appointed officials. The City's travel policy requires Council approval for this travel. Adequate funds are available for the travel. The involvement with the National League of California Cities also provides the opportunity to participate in nationwide policy committees, meetings with legislators, and to share and exchange ideas for enhancing city services.

The National League of Cities Summer Board & Leadership is being held in Tacoma, Washington this year from July 19th to the 21st. The National League of Cities Women in Municipal Government Conferences is an opportunity for Women in local government to learn about local policy issues, federal advocacy concerns, networking, & strengthening governance skills. This year the conference is held in Charlotte, North Carolina, on August 9th through the 11th.

City Summit is the National League of Cities' conference for local leaders to convene and collaborate on solutions to the common challenges facing America's cities. Each year, the conference is hosted in a different U.S. city, offering fresh and new best practices for government officials to improve the conditions back home. This year the City Summit will be held in Kansas City, MO March 14th through 16th.

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

Fiscal Impact: The Fiscal Impact will be limited to Hotel Room, Airfare, and the conference registration. The anticipated cost for all three conferences to the City's

General Fund would be around \$10,000. There are sufficient funds budgeted for this proposed expenditure.

Funds Available: Yes

Account #: 100-101-54112

Reviewed by: __ City Manager

Attachments: None



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Introduction of an ordinance amending section 8.24.260 of chapter 8.24 of Title 8 of the Grass Valley Municipal Code regarding Garbage Collection and Recycling.

CEQA: Not a Project.

Recommendation: Introduce the attached ordinance, waive full reading, and read by Title Only

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: April 11, 2023

Date Prepared: April 6, 2022

Agenda: Consent

Background Information:

City staff was recently notified by California Department of Resources Recycling and Recovery (CalRecycle) that Section 8.24.260 of the Grass Valley Municipal Code is currently not consistent with California Code of Regulations Title 14 Section 18991.3.

The attached ordinance will amend the existing Grass Valley Municipal Code to align with the California Code of Regulations.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #5 - High Performance Government and Quality Service.

Fiscal Impact: None.

Funds Available: N/A

Account #: N/A

Reviewed by: Tim Kiser, City Manager

Attachments: Ordinance amending 8.24.260

ORDINANCE NO. 822

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
GRASS VALLEY AMENDING SECTION 8.24.260 OF CHAPTER
8.24 OF TITLE 8 OF THE GRASS VALLEY MUNICIPAL CODE
REGARDING GARBAGE COLLECTION AND RECYCLING**

WHEREAS, Section 8.24.260 of the Grass Valley Municipal Code is inconsistent with California Code of Regulations Title 14 Section 18991.3 requirements; and

WHEREAS, the City Council wishes to align the Municipal Code with state law on this subject.

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

SECTION 1. CODE AMENDMENT. Subsection A of Section 8.24.260 of Chapter 8.24 of Title 8 of the Grass Valley Municipal Code is amended to read as follows:

A. Tier One Commercial Edible Food Generators must comply commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

SECTION 2. CEQA FINDINGS. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption.

SECTION 5. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

INTRODUCED and first read at a regular meeting of the City Council on the ____ day of _____ 2023.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the ____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Day, City Clerk



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Economic / Inflation Update - HdL Companies

CEQA: Not a Project

Recommendation: It is recommended that the City Council receive a presentation on the current status of the economy and inflation from HdL Companies

Prepared by: Andy Heath

Council Meeting Date: 04/11/2023

Date Prepared: 04/06/2023

Agenda: Administrative

Discussion:

Joan Michaels Aguilar from HdL Companies, the City's sales tax consultant will share a brief presentation on the current status of economy and inflation. The presentation will be made at the April 11, 2023 City Council meeting; and Ms. Aguilar will be available to answer any questions.

Council Goals/Objectives: The presentation of an economic and inflation update executes a portion of the work tasks towards achieving Economic Development and Vitality; and High-Performance Government and Quality Service.

Fiscal Impact: None

Funds Available: N/A

Account #: N/A

CEQA: Not a Project subject to CEQA requirements.

Reviewed by: City Manager