

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOUTH SAN FRANCISCO AND  
4LEAF, INC.**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and ("Consultant") (together sometimes referred to as the "Parties") as of March 2, 2026 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on [REDACTED], the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Seven Hundred Ninety-Four Thousand One Hundred Fifty-Nine Dollars (\$761,845.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, or Consultant's compensation schedule, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and actives performed during the invoice period for which Consultant expects to receive payment.

**2.3 Final Payment.** City shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement: N/A. Reimbursable expenses shall not exceed \$0. Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes; Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit       . Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.
- 2.11 Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the

locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall

provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

**4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

**4.4 All Policies Requirements.**

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.
- 4.4.4 Additional insured; primary insurance.** City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the City's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to

not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.

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

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** To the fullest extent permitted by law, Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury,

bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

- 5.1 **Insurance Not in Place of Indemnity.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Liability.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the 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 the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

**Section 10**      **MISCELLANEOUS PROVISIONS.**

- 10.1**      **Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2**      **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.
- 10.3**      **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4**      **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5**      **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6**      **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7**      **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Philip Vitale ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

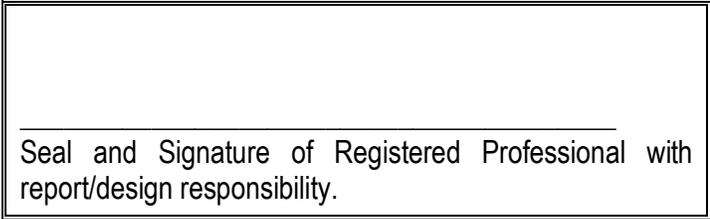
4LEAF, Inc.  
2126 Rheem Drive  
Pleasanton, CA 94588

City

City Clerk  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of

construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [and]C[, and D] **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

Exhibit A            Scope of Services  
Exhibit B            Compensation Schedule

**10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

**10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

**10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

**[SIGNATURES ON FOLLOWING PAGE]**

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

4LEAF, INC.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
**[NAME, TITLE]**

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



# PROPOSAL TO PROVIDE

## CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

### FOR THE ORANGE MEMORIAL PARK MAIN PLAYGROUND REPLACEMENT

#### CITY OF SOUTH SAN FRANCISCO



SUBMITTED BY:

SUBMITTAL DATE: DECEMBER 5, 2025



# 4LEAF, INC.

CONSTRUCTION MANAGEMENT • PLAN CHECK  
INSPECTION • PLANNING • CODE ENFORCEMENT

*Proposal to Provide:*

*Construction  
Management and  
Inspection Services for  
the Orange Memorial  
Park Main Park  
Replacement Project*

*On Behalf of the:*

*City of South San  
Francisco*

# Table of Contents

<b>Section 1</b>	<b>Introductory Letter</b>
<b>Section 2</b>	<b>Consultant Qualifications &amp; Experience</b>
<b>Section 3</b>	<b>Understanding of the Project</b>
<b>Section 4</b>	<b>Work Plan</b>
<b>Section 5</b>	<b>Proposed Staffing</b>
<b>Section 6</b>	<b>Conflict of Interest Statement</b>
<b>Section 7</b>	<b>Litigation</b>
<b>Section 8</b>	<b>Cost Proposal</b>



Philip Vitale  
Deputy Director, Capital Projects  
550 North Canal St.  
South San Francisco, CA 94080

December 5, 2025

*Submitted as an electronic PDF copy via OpenGov at <https://secure.procurenow.com/portal/ssf>*

**Subject: Proposal to Provide Construction Management and Inspection Services for the Orange Memorial Park Main Playground Replacement Project**

Dear Mr. Vitale,

4LEAF, Inc. ("4LEAF") is excited to have the opportunity to submit our proposal to provide Construction Management (CM) and Inspection services for the City of South San Francisco's ("City") Orange Memorial Park Main Playground Replacement Project. We currently have contracts with the City to provide Plan Review and Fire Plan Review services, and we would be honored to provide another scope of service to benefit the City and the local community.

**☑ Project Experience**

4LEAF is highly experienced and qualified to perform CM and Inspection services in support of the City's master plan for Orange Memorial Park. 4LEAF has more than 24 years of experience providing CM and Inspection services to a wide variety of municipal projects for numerous public agencies in California. Since 2003, 4LEAF has been the sole provider of on-call CM and inspection services for the State of California Department of Parks and Rec ("DPR"), performing more than 400 work orders throughout the life of these contracts, and assigning upwards of 50 construction managers and inspectors concurrently throughout the state to service DPR projects. Some of 4LEAF's recent experience providing CM and Inspection services for **park renovation projects** includes:

- California DPR On-Call Project Management (PM), CM, and Inspection Services.
- City of Cupertino Jollyman Park All-Inclusive Playground Project.
- City of Cupertino Wilson Park Basketball Court and Community Garden Improvement Project.
- City of San Mateo Parks and Recreation Department Central Park Playground Improvement Project (in progress).
- City of San Mateo Parks and Recreation Department East Hillsdale Park Playground Improvement Project (in progress).
- County of San Mateo East Promenade Rejuvenation Project.
- County of San Mateo Tunitas Creek Beach Improvements Project.

The work we completed earlier this year for the City of Cupertino's Jollyman Park All-Inclusive Playground Project is a recent example of our success providing CM and Inspection services for a project similar in size and scope to the Orange Memorial Park Main Playground Replacement. The Jollyman Park project included replacing and expanding the previous playground with a brand-new all-inclusive playground, installing new pre-fabricated restroom facilities, and constructing a landscaped buffer area around the park's perimeter. We provided CM and Inspection throughout the entire construction process, from site preparation (clearing, grubbing, and grading, installing stormwater drainage and wet utilities), to installation of equipment (play structures, swings, interactive elements), and surfacing and landscape. The all-inclusive playground was designed to be a welcoming play area for people of all abilities and all ages. The all-inclusive playground at Jollyman Park is approximately 0.85 acres and is comparable in size to the

proposed new 0.7 acre all-abilities playground at Orange Memorial Park.

We are also currently performing CM and Inspection for two City of San Mateo playground improvement projects, the Central Park Playground and East Hillsdale Park Playground. Due to the nature of the sites and the type of work involved, these projects required us to partner with multiple subconsultants, including an environmental firm to perform nesting bat and bird surveys, an industrial hygienist firm to perform a hazardous materials building survey prior to demolition of the existing restroom building, an arborist to perform tree management and preservation services, an archaeological and paleontological consultant, and a Certified Playground Safety Inspector. Although these services are not explicitly mentioned in the City of South San Francisco's RFP, we do want to assure you that if they are needed, 4LEAF has a strong team of specialists to call upon. Our familiarity with these types of playground replacement projects gives us great confidence that we would be the right choice for the City.

In addition to our familiarity with playground replacement projects, 4LEAF is also a proven CM consultant in terms of managing a major project through planning, design, bidding, pre-construction, construction, and closeout. For example, we provided PM, CM, and Inspection services for the City of Pacifica's Wet Weather Equalization Basin Project. 4LEAF provided PM services during the Geotechnical Investigation, Engineering Design, and California Environmental Quality Act (CEQA) Evaluation phases of the project. 4LEAF performed constructability reviews during Design Phase, then led the pre-construction phase, advertised and awarded the project during the bidding process, provided dedicated CM and Inspection throughout construction, and finally saw the project through successful completion in post-construction.

#### ☑ Staff and Project Team Expertise

4LEAF staff have experience that is specific to the City's needs, including:

- Providing qualified construction managers to provide contract administration and management services for projects and serve as the primary point of contact.
- Providing constructability review and bid support services.
- Managing and inspecting construction activities for compliance with design plans and specifications.
- Managing and inspecting park renovation projects that include the installation of modern playgrounds with all-inclusive design.
- Coordinating projects with multiple City departments, stakeholders, and community members.
- Adhering to client's Quality Assurance Programs (QAP) to ensure that all materials and workmanship meet contract specifications.
- Managing and inspecting projects within the jurisdiction's right of way.
- Assisting with public outreach efforts prior to and throughout construction activities.

We look forward to the opportunity of working with the City of South San Francisco. This proposal has been signed by Gene Barry, P.E., who is a Corporate Officer and Vice President of 4LEAF. He will be 4LEAF's designated Project Manager. Gene is authorized to contractually bind 4LEAF and to negotiate a contract with the City. If you have any questions or require additional information regarding this proposal, please feel free to contact Gene in 4LEAF's Pleasanton Office at (925) 462-5959, or by email at [gbarry@4leafinc.com](mailto:gbarry@4leafinc.com). We confirm receipt of Addendum 1, dated November 4, 2025.

Respectfully Submitted,  
4LEAF, Inc.

Gene Barry, P.E.  
Vice President



## SECTION 2: CONSULTANT QUALIFICATIONS & EXPERIENCE

### FIRM INTRODUCTION

**4LEAF, Inc (“4LEAF”)** is a California “C” Corporation and was established in 1999 and incorporated in 2001 by experienced engineers and seasoned managers with a focus on providing professional Construction Management (CM), Construction Inspection, Plan Review, Building Department Services, Code Enforcement, Planning, and Fire Recovery services to public agencies, government, and private clients with the goal of setting the industry standard for excellent customer service. As a medium-sized business, we have approaches to working with clients that are very different from those you might find when working with a large corporation. Rather than trying to be the biggest firm doing everything, our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate consulting services.



to be the best firm providing our clients

### Office Locations

#### Bay Area - Corporate Office

2126 Rheem Drive  
 Pleasanton, CA 94588

#### Sacramento Office

8896 North Winding Way  
 Fair Oaks, CA 95628

#### Newport Beach Office

4440 Von Karman Ave., 3<sup>rd</sup> Floor  
 Newport Beach, CA 92660

#### Santa Rosa Office

2235 Mercury Way, Suite 120  
 Santa Rosa, CA 95407

#### Monterey Office

409 Washington, Suite 100  
 Monterey, CA 93940

#### Inland Empire Area Office

424 E. Vanderbilt Way, Suite A  
 San Bernardino, CA 92408

#### Washington Office

1201 Pacific Avenue, Suite 600  
 Tacoma, WA 98402

#### New England Office

35 Spaulding Street, 1<sup>st</sup> Floor  
 Everett, MA 02149

#### 4LEAF Consulting, LLC

125 E. Reno Ave. Suite 3  
 Las Vegas, NV 89119

During the past 24 years, 4LEAF’s reputation for technical excellence and corporate integrity has allowed us to grow our staff and expand our services into new geographic areas, including our Santa Rosa, Monterey, Newport Beach, and San Bernadino offices. We currently have multiple offices located throughout California, Nevada, Washington and New England and a staff of more than 400 certified and licensed Engineers, Architects, Resident Engineers, Construction Managers, Inspectors, and administrative staff available to serve our clients.

We will staff this project out of our Bay Area headquarters in Pleasanton.

### 4LEAF KNOWLEDGE / CAPABILITIES

4LEAF has extensive experience performing our services for a variety of capital improvement program (CIP) projects such as **park renovations and improvements**, sanitary sewer improvements, storm drain improvements, waterline improvements, pump station upgrades, streetscape, pavement rehabilitation, sidewalk rehabilitation, curbs and gutters, ADA-compliant curb ramps, and accessibility improvements. We have performed CM and Inspection services for numerous parks and playground improvement projects throughout California, including several parks and playgrounds in the San Francisco Bay Area. Having worked with many public agencies and private owners, we know how to accomplish the roles of construction managers and inspectors on projects of all sizes, durations, and complexities from conception to completion. Procedures must be followed, and documentation must be maintained to properly document and close out a project. 4LEAF is dedicated to improving the effectiveness of our methodology that helps our clients achieve their goals. With this collective expertise, we will provide the City of South San Francisco (“City”) with reliable and trustworthy CM and Inspection services to support the City’s Orange Memorial Park Main Playground Replacement Project (“Project”).



4LEAF’s ability to provide successful CM and inspection services for park improvement projects rests on core strengths that ensure uninterrupted professional services, high-quality work, and efficient project delivery that includes:

- Providing staff with extensive experience successfully performing comparable work of similar size and scope.
- Providing staff and team members who are equipped with the knowledge, technical expertise, experience, resources, and support to handle dynamic projects of varying scale and complexity.
- Performing comprehensive processes and best practices that account for project needs and challenges, while providing solutions to mitigate risk and maximize efficiency.
- Maintaining well-organized and detailed documentation to ensure accountability and timely project progress.
- Providing clear communication with client representatives, relevant stakeholders, and the general public.

### BACKGROUND EXPERIENCE

The following are some of the CM and inspection services 4LEAF provides:

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li>• Perform Biddability / Constructability Reviews</li> <li>• Coordinate and Chair Pre-Con and Weekly Meetings</li> <li>• Review Baseline Schedules</li> <li>• Perform Schedule Management</li> <li>• Prepare Progress Status Reports</li> <li>• Review Contract, Environmental and Permit Documents, &amp; Laws and Regulations</li> <li>• Perform On-Site Administration</li> <li>• Project &amp; Program Management, Contract Administration</li> <li>• Review Submittals &amp; Request for Information (RFIs)</li> <li>• Review Progress Payments and Pay Applications</li> <li>• Cursory Reviews of Contractor’s Certified Payroll</li> </ul> | <ul style="list-style-type: none"> <li>• Track Bid Item Quantities</li> <li>• Review &amp; Process Contract Change Order Requests (CCORs)</li> <li>• Perform Construction Inspections</li> <li>• Maintain Detailed Written and Photographic Records of Site Activities</li> <li>• Monitor &amp; Document Contractor’s Compliance with Project Contract, Permits, Health &amp; Safety Plan</li> <li>• Ensure Compliance with Environmental Regulations [Stormwater Pollution Prevention Plan (SWPPP), Erosion Control Plan (ECP), Best Management Practices (BMPs), etc.]</li> <li>• Verify Contractor’s Compliance with the Approved Traffic Control Plans</li> <li>• Provide On-Site Coordination with Utilities</li> </ul> | <ul style="list-style-type: none"> <li>• Coordinate Special Inspections and Material Testing</li> <li>• Maintain Complete and Accurate Project Files in Accordance with State, Local and Federal Funding, Including Caltrans Local Assistance Procedures Manual (LAPM), When Required</li> <li>• Provide Americans With Disabilities Act (ADA) / Building-Code Compliance</li> <li>• Maintain Construction Red-Lined Copies of Drawings</li> <li>• Track Equipment &amp; Manpower</li> <li>• Coordinate and Perform Commissioning Services</li> <li>• Prepare Final Punch List</li> <li>• Compile Project Closeout Documentation</li> <li>• Review, Evaluate and Recommend Change Order Course of Action</li> <li>• Coordinate with Various Project Stakeholders</li> </ul> |
|---|--|---|



4LEAF has experience providing CM and / or inspection services for the following types of projects:

- Water / Wastewater Treatment Facilities
- Pump Stations
- Creek & Channel Diversions
- Levees
- Culverts
- SS, Stormwater, and Water Conveyance Systems
- Environmental Remediation
- Roadways & Streetscapes
- Transportation Projects
- Traffic Signals / Streetlighting
- Bicycle & Pedestrian Facilities, Including Dedicated Bike Paths
- Sidewalks, Curbs, and Gutters
- Bridges
- Retaining Walls
- Trash Capture Systems
- Grading & Earthwork
- **Park and Recreation Facilities**
- Government / Municipal Facilities
- Biologically and Culturally Sensitive Areas
- Green Infrastructure (e.g., bioretention, bioswales, permeable paving)

The project descriptions provided on the following pages are examples of projects 4LEAF has worked on that are comparable in scope to the Orange Memorial Park Main Playground Replacement Project.

Please note that the contracting agency's Project Manager contact information is listed at the end of each respective project description. 4LEAF's Project Manager contact information for those projects is as follows:

- For California Department of Parks and Recreation: Bert Gross, P.E. – Vice President: [bgross@4leafinc.com](mailto:bgross@4leafinc.com) | (916) 965-0010
- For all others listed: Gene Barry, P.E. – Vice President: [gbarry@4leafinc.com](mailto:gbarry@4leafinc.com) | (925) 462-5959



## California Department of Parks and Recreation



4LEAF currently provides CM and inspection services for this statewide on-call CM services contract. 4LEAF has provided CM and/or inspection services for more than 400 projects totaling more than \$750 million for the California DPR during multiple contract periods since 2003.

Our staff perform contractor oversight and on-site administration; cost estimating and planning; daily report preparation; contractor progress payments review; tracking of bid item quantities; baseline schedule reviews; coordination of activities between various project stakeholders; monitoring of the contractor's compliance with project contract and project specifications; review of submittals, supplements, and RFI submittals; preparation of detailed written and photo records of the site activities; and tracking of equipment and manpower.



The green arrows represent 4LEAF projects at State Parks.

Our parks projects include new construction or renovation of park roadways, bridges, paths, trails, utility upgrades, and facilities including visitor and education centers, restroom and bathing facilities, amphitheaters, entrance stations, historic sites and facilities, camping and picnic sites, cabins, and lodging facilities. Since all new or renovated elements in the parks must be ADA compliant, our staff is well-versed in ADA standards, recommendations, and regulations for compliance with accessibility laws. We are familiar with ADA circulation allowances, space allowances, and reach ranges while still providing safe maneuvering and access for the disabled. **The following table includes a sample of State Parks projects for which 4LEAF provided CM and Inspection services.**

- Silverwood Lake SP - Water Main Replacement
- Pismo State Beach Tenant Improvements
- Malibu Lagoon SB – Lagoon Restoration
- Morro Bay SP Campground & Day Use
- Mendocino Woodlands – Water System
- Chino Hills SP – Entrance Road/Facilities
- Big Basin Restroom ADA Upgrades
- Pier Ave. Restroom Facility
- Chino Hills SP – Visitor Center
- Will Rogers SP Sewer System
- Los Angeles State Historic Park Impr
- Clear Lake SP Lift Station/Telemetry
- Lake Perris SURCOM HVAC Replacement
- San Luis Reservoir Water/Sewer Imp
- Humboldt Redwoods Williams Grove ADA
- Silverwood Lake SP – WW Improvement
- Mt. Diablo State Park – Roadway Safety Improvements
- Carpinteria SB – ADA Improvements
- Big Basin Restroom ADA Upgrades
- Rehab of Crystal Cove Cottages
- Seacliff Drainage System Repairs
- Jack London Cottage Restoration
- ADA Rehab Peak Area Mt. Tamalpais
- Empire Mine Tunnel
- Cardiff Constructability Review
- Le Sage Restrooms
- Rehab of Stanford Mansion Grounds
- Sugar Pine Point ADA Improvements
- Ocotillo Wells SVRA Maintenance Bldg
- Candlestick Point SP - Yosemite Slough
- Angel Island Immigration Rehab
- Seacliff State Beach Accessibility Upgrades
- Calaveras Big Trees - Water System
- Donner MSP - High Sierra Crossing Museum
- Lake Perris - Septic Sys Improvements
- Border Field SP Sediment Basins
- Rehab Historic House Will Rogers
- Parking Improvements Hearst Castle
- Refugio Constructability Review
- Eastshore Park Improvements
- El Morro Trailer Park Operation
- Sediment Basins Border Field
- Pfeiffer Big Sur – Entrance Road
- Portola Redwood State Park
- Pismo SB Vehicle Wash Rack

**Client Name:** California Dept. of Parks and Recreation, Southern Service Center

**Client Contact:** Roger Cooper, Construction Manager  
2797 Truxtun Road Barracks 26  
San Diego, CA 92106

**Client Phone:** (619) 206-0489

**Email:** [Roger.Cooper@parks.ca.gov](mailto:Roger.Cooper@parks.ca.gov)

**Key Personnel**

Bert Gross, P.E. – Principal in Charge  
Numerous Const. Mgrs. and Inspectors



## Central Park Playground Improvements Project

*City of San Mateo*

4LEAF is providing CM and Inspection services for the City of San Mateo Parks and Recreation Department’s \$8.5M Central Park Playground Improvements Project. The Project’s concept is to create a magical, forest-inspired space for imaginative play. The scope includes but is not limited to demolition, grading, tree preservation and protection of many heritage trees, removal of the existing playground equipment and restroom building, installation of customized playground equipment with resilient safety surfacing, a raised boardwalk system, a prefabricated turnkey restroom building, installation of site utilities, lighting system upgrades, pavements, picnic shelter, site furnishings, fencing, walls, landscaping, and irrigation. The Project also includes installing a new sanitary sewer line and tie-in to the City’s main trunk line within the Caltrans Right-of-Way on El Camino Real and utilizing horizontal drilling to install electrical conduit to tie into the existing PG&E transformer and avoid damaging the City’s baseball field.



### Services performed by 4LEAF and our Team firms included:

- Performing CM services and coordinating and chairing weekly construction meetings.
- Providing daily status updates to the City’s Project Manager and various Parks Department staff.
- Managing all RFIs, submittals, contract change order requests, and approved contract change orders.
- Performing coordination with City staff for electrical service connections.
- Performing inspection services and monitoring / documenting contractor’s work for adherence to contract documents.
- Collecting and maintaining digital photographs of all daily construction activities.
- Maintaining thorough daily inspection reports and continual review of plans / specifications.
- Performing nesting bat and bird surveys of the project area prior to site demolition (4LEAF subconsultant WRA & Associates).
- Performing a hazardous materials building survey of the existing restroom building prior to demolition (4LEAF subconsultant Al Clancy & Associates).
- Performing Tree Management, Preservation, and Arborist services (4LEAF subconsultant Heartwood Arborists).
- Performing Materials Testing and Special Inspection services (4LEAF subconsultant CTS).
- Performing Playground Certified Safety Inspection and Surface Testing Services (4LEAF subconsultant BSAFE Playground Inspections).
- Performing Archeological and Paleontological Support Services (4LEAF subconsultant Chronicle Heritage).
- Documenting information related to manpower, equipment, and extra work.
- Continually monitoring the contractor’s traffic control measures.
- Providing accurately measured quantities and reviewing draft pay estimates submitted by the contractor and providing recommendations to City staff.
- Reporting all discrepancies requiring corrective actions to City staff and maintaining a red-lined set of project plans.
- Performing frequent communications with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and following up with corrective measures with the City’s staff.

**Client Name:** City of San Mateo Parks & Rec. Dept.

**Client Contact:** King Leong, Sr. Project Manager

**Client Phone:** (650) 522-7542

**Client Email:** kleong@cityofsanmateo.org

**Project Dates:** May 2025 – Present

**Key Personnel:**

Gene Barry, P.E. – PIC / Project Manager

Gopi Chandran – Construction Manager

Alex Lavrov – Inspector

Clayton Jones - Inspector



## East Hillsdale Park Improvement Project

*City of San Mateo*

4LEAF is providing CM and Inspection services for the City of San Mateo Parks and Recreation Department’s \$2.05M East Hillsdale Park Improvement Project. The Project’s scope includes but is not limited to demolition, grading, tree preservation and protection of many heritage trees, removal of the existing playground equipment, installation of new playground equipment with resilient safety surfacing, installation of new site utilities including potable water and storm drain, lighting system upgrade, pavement, and site furnishings.



### Services performed by 4LEAF and our Team firms included:

- Performing CM services and coordinating and chairing weekly construction meetings.
- Providing daily status updates to the City’s Project Manager and various Parks Department staff.
- Managing all RFIs, submittals, contract change order requests, and approved contract change orders.
- Coordination with PG&E for electrical service shutdown.
- Performing pre-construction site photo documentation and meeting.
- Performing inspection services and monitoring / documenting contractor’s work for adherence to contract documents.
- Collecting and maintaining digital photographs of all daily construction activities.
- Maintaining thorough daily inspection reports and continual review of plans / specifications.
- Performing Tree Management, Preservation, and Arborist services (4LEAF subconsultant Heartwood Arborists).
- Performing Materials Testing and Special Inspection services (4LEAF subconsultant CTS).
- Performing Playground Certified Safety Inspection and Surface Testing Services (4LEAF subconsultant BSAFE Playground Inspections).
- Documenting information related to manpower, equipment, and extra work.
- Continually monitoring the contractor’s traffic control measures.
- Providing accurately measured quantities and reviewing draft pay estimates submitted by contractor and providing recommendations to City staff.
- Reporting all discrepancies requiring corrective actions to City staff and maintaining red-lined set of project plans.
- Performing frequent communications with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and following up with corrective measures with the City’s staff.

**Client Name:** City of San Mateo Park & Rec. Dept.

**Client Contact:** King Leong, Sr. Project Manager

**Client Phone:** (650) 522-7542

**Client Email:** [kleong@cityofsanmateo.org](mailto:kleong@cityofsanmateo.org)

**Project Dates:** September 2025 – Present

**Key Personnel:**

Gene Barry, P.E. – PIC / Project Manager

Gopi Chandran – Construction Manager

Alex Lavrov – Inspector

Masood Sattari - Inspector



## All-Inclusive Playground at Jollyman Park Project

City of Cupertino

4LEAF provided CM and Inspection services for the City of Cupertino’s \$3.95M All-Inclusive Playground at Jollyman Park Project that was funded through the Santa Clara County All-Inclusive Playground Grant (AIPG) program. The project replaced and expanded the existing playground area in the southwest portion of Jollyman Park with a new all-inclusive play area and supporting facilities. The new park will support recreation and social interaction for people with autism, sensory challenges, cognitive, developmental, and physical disabilities, and those without special needs. The project involved demolition of existing playground facilities, installation of a new all-inclusive play area, associated play elements, picnic areas, fencing, a custom interactive art piece, pathways, landscaping, restroom, irrigation, and underground utilities. During construction, the City issued a design change order for installing 40 lineal feet of a new sanitary sewer lateral to connect the new restroom to the City’s sanitary sewer main along South Stelling Road. that was connected. In addition, the PG&E primary power conduit was installed using direct bore technique to avoid damaging heritage tree roots.



**Services performed by 4LEAF included:**

- Performing CM services and coordinating and chairing weekly meetings.
- Providing weekly status updates to the City’s CIP Manager.
- Managing all RFIs, submittals, contract change order requests, and approved contract change orders.
- Performing coordination with PG&E for electrical service connections.
- Performing inspection services and monitoring / documenting contractor’s work for adherence to contract documents.
- Collecting and maintaining digital photographs of all daily construction activities.
- Maintaining thorough daily inspection reports and continual review of plans/ specifications.
- Providing daily interface with City staff, property owners, contractor and subcontractors, design engineers, and multiple utility providers.
- Assisting the City and contractor in resolving site issues including utility conflicts, driveway and sidewalk conforms, field changes to design drawings, sanitary sewer line changes, PG&E primary power conduit pathway, managing changes in equipment orders, coordination with architect and design firm to issue design changes, etc.
- Coordinating all special inspections and materials testing performed by the City’s subconsultant.
- Documenting information related to manpower, equipment, and extra work.
- Continually monitoring the contractor’s traffic control to facilitate parking lot closures during several phases of the project.
- Providing accurately measured quantities and reviewing draft pay estimates submitted by contractor and providing recommendations to City staff.
- Reporting all discrepancies requiring corrective actions to City staff and maintaining red-lined set of project plans.
- Communicating frequently with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and following up with corrective measures with the City’s staff.



**Client Name:** City of Cupertino  
**Client Contact:** Susan Michaels, CIP Manager  
**Client Phone:** (408) 777-1328  
**Client Email:** susanm@cupertino.gov  
**Project Dates:** June 2024 – May 2025

**Key Personnel:**  
Gene Barry, P.E. – PIC / Project Manager  
Gopi Chandran – Construction Manager  
Chad Martin – Inspector  
Alex Lavrov – Inspector  
Clayton Jones – Inspector



## Wilson Park Basketball Court and Community Gardens Improvements Projects

*City of Cupertino*



4LEAF and our subconsultant, Butano Geotechnical Engineering, provided CM, Inspection, and Materials Testing and Special Inspection services for the City of Cupertino’s \$630K Wilson Park Basketball Improvements and Community Garden Improvements projects. The two adjacent projects were constructed concurrently by two different contractors. The Basketball project included performing lime treatment of court subgrade, court and adjacent walkway excavations, asbestos-containing pipe (ACP) remediation, paving and placement of concrete flatwork, storm drainage system modifications, installation of 10 ft. deep reinforced hoop footings, acrylic surfacing of the court, and landscape restoration (hydroseeding and irrigation adjustments). The Community Gardens project included installation of a new irrigation system, subgrade placement of geotextile fabric rodent entry, construction of new corrugated metal panel and wire mesh fencing, installation of 14 new planter boxes and two ADA-compliant planter boxes, site appurtenances (Tuff Shed, benches, garden table), vehicular and pedestrian concrete flatwork, AC paving, and landscaping. During construction, 4LEAF’s CM and Inspector engaged in regular and frequent communications with residents and parkgoers to assuage concerns and provide status updates as part of the City’s proactive outreach efforts.

**Services performed by 4LEAF included:**

- Performing CM services and coordinating and chairing weekly construction meetings.
- Managing all RFIs, submittals, potential change order requests, and contract change orders.
- Full-time inspection services and monitoring/documenting contractor’s work for adherence to contract documents.
- Maintaining thorough daily inspection reports and photo documentation.
- Providing extensive daily interface with City staff, adjoining property owners and park tenants, contractor and subcontractors, and design engineers.
- Assisting the City and contractor in resolving site issues including utility conflicts, unforeseen conditions such as ACP, field changes to design drawings, etc.
- Coordinating all special inspections and materials testing being performed by our subconsultant Butano.
- Documenting information related to manpower, equipment, and extra work.
- Continually monitoring the contractor’s erosion control and tree protection measures to ensure compliance with the project specifications.
- Providing accurate measured quantities and reviewing pay estimates submitted by contractor and providing recommendations to City staff for both projects.
- Reporting all discrepancies requiring corrective actions to City staff and maintaining red-lined set of plans.
- Frequent communications with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and following up with corrective measures with the City’s staff.



**Client Name:** City of Cupertino  
**Client Contact:** Susan Michaels, CIP Manager  
**Client Phone:** (408) 777-1328  
**Client Email:** [susanm@cupertino.gov](mailto:susanm@cupertino.gov)  
**Project Dates:** February – June 2023

**Key Personnel:**  
Gene Barry, P.E. – PIC / PM  
Chris Bryden – Construction Manager  
Josh Pickett – Construction Inspector



**Coyote Point Recreation Area East Promenade Rejuvenation Project**

**County of San Mateo**

Under 4LEAF’s on-call CM and Inspection contract with the San Mateo County Parks Department, 4LEAF and our subconsultants CTS, CCMI, and Al Clancy & Associates provided part-time Construction Management, full-time Construction Inspection, Special Inspection and Material Testing, Labor Compliance Monitoring, and Lead and Asbestos surveying services, respectively for this \$5.5M project.



**Construction included:**

- Constructing alterations to the shoreline and beach area facilities.
- Enhancing shoreline protection features.
- Constructing flood protection features.
- Creating a larger beach area.
- Demolishing existing restrooms and constructing new facilities.
- Installing new storm drain catch basins and pipelines, new water lines, and irrigation piping.
- Performing cement treatment and stabilization of on-site soils.
- Constructing new parking lots, stormwater detention basins, installing landscaping, and performing reconstruction of the eastern promenade area.

**Services performed by 4LEAF’s Team included:**

- Providing part-time CM services supporting the County’s PM.
- Providing daily inspections and documenting job-related activities.
- Monitoring and documenting the contractor’s work for adherence to contract plans and specifications.
- Coordinating with San Mateo Parks and Recreation staff.
- Monitoring the contractor’s storm water pollution prevention protection BMPs.
- Coordinating 4LEAF’s subconsultant, CTS, for special inspections and materials testing.
- Reporting all discrepancies requiring corrective actions to County of San Mateo staff.
- Reviewing contractor monthly pay requests and making recommendations for payment.
- Monitoring labor law compliance of the contractor and subcontractor’s certified payrolls monthly.
- Coordinating with San Mateo County Parks biologist for periodic inspections, ensuring contractor’s compliance during bird breeding/nesting season, and mitigating issues that may impact project progression.
- Coordinating and assisting with a lead- and asbestos-containing material survey that was performed by a 4LEAF subconsultant. Assisting with developing suitable remedial action in a timely manner.



**Client Name:** County of San Mateo  
**Client Contact:** Michelle Manalo, Associate Engineer  
**Client Address:** 555 County Center, 5<sup>th</sup> Floor  
 Redwood City, CA 94063  
**Client Phone:** (650) 599-1422  
**Client Email:** mmanalo@smcgov.org  
**Project Dates:** April 2021 – June 2022

**Key Personnel:**  
 Gene Barry, P.E. PIC / PM  
 Gopi Chandran – Part-time Construction Manager  
 Chris Bryden – Construction Representative  
 Mike Mousseau – Construction Inspector



## Wet Weather Equalization Basin Project

### City of Pacifica



4LEAF provided Project Management, Construction Management, and Inspection Services for the City of Pacifica’s \$22M Wet Weather Equalization (EQ) Basin project. 4LEAF also provided Project Management and Constructability Review services during the Geotechnical Investigation, Design, and California Environmental Quality Act (CEQA) Evaluation phases of the project. The project was constructed to eliminate capacity-related sanitary sewer overflows (SSOs) in the City’s sanitary sewer collection system during the rainy season. The project had two main elements: (1) a 2.1-million-

gallon-capacity rectangular-shaped EQ basin and (2) diversion structures and conveyance piping. **The project was selected as the “2020 Environmental Project of the Year by the San Francisco Section of the American Society of Civil Engineers (ASCE).”** The EQ Basin and pipelines were constructed adjacent to and within residential neighborhoods, and 4LEAF performed daily noise monitoring inside and adjacent to the project area and performed extensive public outreach. 4LEAF was responsible for coordination and ensuring contractor compliance of the CEQA Mitigation Monitoring and Reporting Plan as well as assisting in obtaining Addendums to the CEQA document.



### Construction began in June 2017 and included the following key construction activities:

- Drilling and sampling activities by 4LEAF to perform in-situ waste characterization of the 23,000 cubic yards (cy) of soil to be excavated and transported off-site for disposal by the contractor.
- Site demolition.
- Installation of wildlife exclusion fencing, stormwater best management practices (BMPs), and perimeter security fencing.
- Construction of a perimeter sound wall adjacent to nearby residences.
- Construction of a 3-foot-thick outer concrete cutoff wall (24 interconnected panels) to depths ranging between 50 and 70 feet below ground surface (bgs) around the perimeter of the EQ Basin structure.
- Installation and operation of a localized dewatering system during the construction of the EQ Basin structure.
- Installation of 72 micropiles to depths of 100+ feet bgs.
- Construction of a 5-foot-thick reinforced concrete mat slab and 2-foot-thick inner concrete liner wall (connected structurally to outer concrete slurry wall with 7,200 epoxy-coated steel dowels).
- Installation and commissioning of all mechanical piping, electrical conduit and wiring, motor control center bldg. w/PLC panel, discharge pumps, explosive-proof lighting, odor control piping, blowers, and GAC treatment vessel.
- Installing new and upgraded PG&E transformer.
- Restoration of parking lot, sidewalks, lighting, and bio-retention basins for surface stormwater runoff.
- Installation of approx. 200 feet of 36-inch-diameter steel casing using jack-and-bore techniques.
- Installation of 1,600 ft of fusion welded 24-inch-diameter HDPE gravity sanitary sewer conveyance piping using open trench, slip lining, CIPP, and directional drilling techniques.

**Client Name:** City of Pacifica  
**Client Contact:** Louis Sun, P.E., Deputy Director of Public Works  
**Client Phone:** (650) 738-4662  
**Client Email:** [lsun@pacificagov](mailto:lsun@pacificagov)  
**Project Dates:** Oct. 2015 – Feb. 2020

**Key Personnel:**  
Gene Barry, P.E. – Project Manager  
Gopi Chandran – Construction Manager  
Hassan Alkatib – Construction Inspector  
Mike Mousseau – Construction Inspector  
Robert Shipman – Construction Inspector





Our approach to providing CM and Inspection services will be to develop and maintain a collaborative approach with the City, other project stakeholders, and the local community. More than that, as your consultant, we understand that our role is to be an advocate on behalf of the City and represent the City's best interests. 4LEAF's team will function as an extension of City staff, seamlessly integrating with the personnel and practices established by the City while adding our expertise and experience from similar projects. 4LEAF has extensive experience performing CM and Inspection services for park improvement projects, in addition to our abundance of experience providing services on small-, medium-, and large-scale civil infrastructure construction projects. We are more than capable of adapting to dynamic situations and responding effectively to various issues that may spring forth during the entire course of a project. **We will manage each phase of the Project, including programming, planning, and design; pre-construction; advertising and awarding; construction; and post-construction.**

#### **Proven Success Performing CM and Inspection Services for Park and Playground Improvement Projects.**

Earlier this year, we successfully completed a similar all-inclusive / all-abilities playground replacement for the **City of Cupertino's Jollyman All-Inclusive Park**, and we're currently performing CM and Inspection services for two other playground projects in the City of San Mateo. We have developed a strong understanding of current best practices in completing these types of projects. Detailed descriptions of these projects are provided in the preceding section.

#### **Proven Success Managing Civil Infrastructure Projects Through All Phases.**

4LEAF has experience managing all tasks described in the RFP's Scope of Services. For example, we performed PM, CM, and Inspection services for the **City of Pacifica's Wet Weather Equalization (EQ) Basin Project**. The EQ Basin project began in October 2015 with a programming, planning, and design phase very similar to what is described in the City's RFP for Orange Memorial Park. We assisted the City of Pacifica with defining the scope, developing a PM plan and project schedule, and defining roles and key tasks. 4LEAF helped develop the RFPs for geotechnical, engineering design, and CEQA services for the project, and assisted the City in selecting the geotechnical, engineering design, and CEQA subconsultants for the Project. 4LEAF staff helped prepare and give presentations and answer questions for City Planning Commission and City Council meetings that were open to the public. Throughout the duration of the project, 4LEAF staff regularly continued assisting with other public outreach efforts. The EQ Basin and conveyance pipelines were constructed in close proximity to residential neighborhoods and our team routinely responded to resident's questions and concerns about the construction activities.

4LEAF held regular meetings with the geotechnical, engineering design, and CEQA consultants during the design phase and performed constructability reviews of the 30%, 65%, 95%, and 100% submittal packages. 4LEAF worked with the design team to advertise the project to potential bidders (contractors), held a pre-bid conference, assisted with reviewing and evaluating contractor bids, and making recommendations for project award.

4LEAF provided CM and Inspection services throughout the construction phase. The full details of construction activities can be found in our EQ Basin Project description in the previous section of this proposal. Broadly speaking, our CM duties entailed managing the construction project, maintaining construction documents, providing the client with status updates, and processing invoices, evaluating and processing approved change orders, processing RFIs and submittals, and reviewing and making recommendations for payment of contractor progress payments. We managed the activities of our subconsultant team firms, who performed special inspections and materials testing, biological assessment services, and biological survey and monitoring services. 4LEAF's Construction Inspectors performed daily observation and inspection of the work. They completed daily inspection reports, took progress photos, verified materials and quantities, and performed other tasks to guard the client against defects and deficiencies in the contractor's work. Our team ensured that the contractor's work complied with the contract documents. 4LEAF was also responsible for coordinating and ensuring contractor compliance with CEQA Mitigation Monitoring.

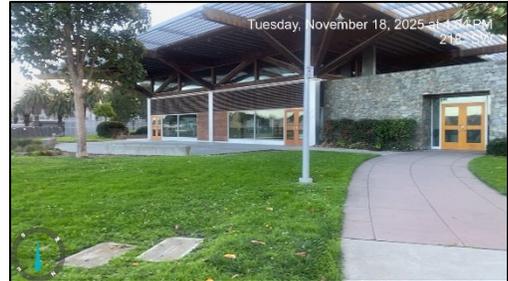
The EQ Basin Project was nominated and recognized for two awards:

- 2020 American Public Works Association – Silicon Valley Section, Project of the Year
- 2020 American Society of Civil Engineers – San Francisco Section, Environmental Project of the Year

### Potential Challenges and Solutions for the Orange Memorial Park Main Playground Replacement Project

With our recent experience performing playground replacement projects, we have a strong understanding of the challenges and issues that may arise. However, we also have plans and solutions in place to address these potential challenges.

- Minimizing the Project’s impact on the rest of the park. Orange Memorial Park is one of the City’s largest and most-used parks, attracting numerous visitors and hosting a variety of community programs and special events throughout the year. We recognize that construction work to replace the main playground could impact the surrounding areas of the park, such as the Joseph A. Fernekes Building and the new Aquatic Center. Furthermore, we recognize that there is a possibility that the Aquatic Center could still be under construction when the Main Playground Replacement Project begins, so it would be important not to have any logistical conflicts with any other nearby construction. The contractor will be required to provide a site logistics plan which gives detailed information regarding how construction vehicles will enter the job site, where materials and equipment will be placed and secured, the location of a temporary construction debris and waste accumulation zone, and other logistical information. The contractor will be required to set up appropriate barriers and signage to provide clarity and safety for park visitors so that people are aware of which paths they can walk through safely to avoid the active job site. Our on-site construction inspector will ensure contractor compliance.
- Managing procurement. Some items or materials may have long lead-times. However, with our recent and ongoing familiarity with park replacement projects, we have knowledge of procurement timelines, especially as they pertain to the materials needed in these types of projects. Our construction manager will regularly communicate with the contractor to confirm they submit the necessary purchase orders in advance, with plenty of lead time, to ensure that the Project remains on schedule.
- Regularly communicating with the design team to confirm that public outreach efforts are appropriately promoted so that the community has a chance to be alerted and aware of news, updates, and other communications. 4LEAF has experience assisting with public outreach using websites, surveys, fact sheets, and being available at City Council meetings, community meetings, open houses, and popup events.
- When construction equipment and materials are transported to or from the construction site, we will ensure that the contractor complies with the approved Traffic Control Plan and maintains appropriate signage and flagging personnel. We will seek to minimize disruptions for visitors and maximize safety.



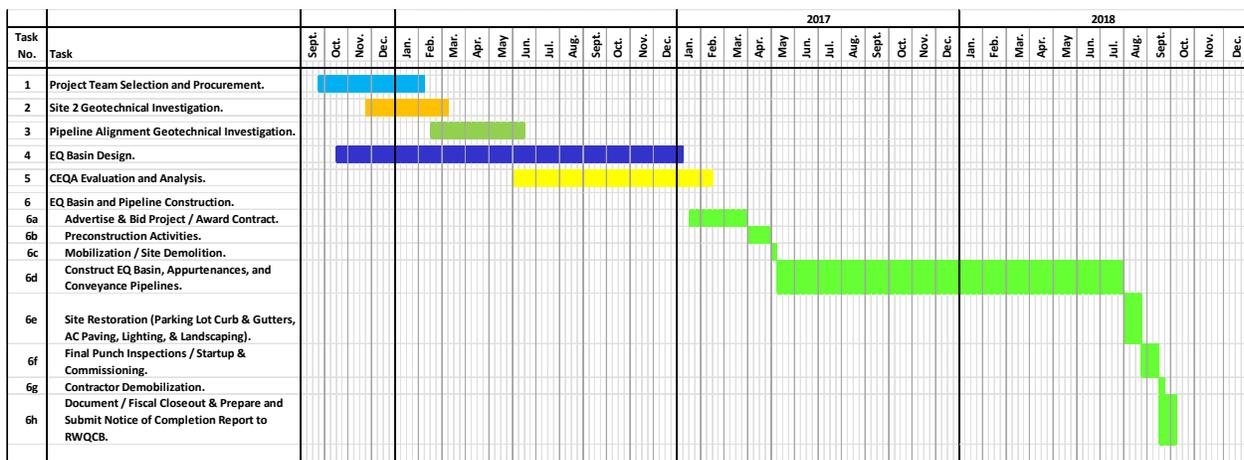
## SECTION 4: WORK PLAN

### PROGRAMMING, PLANNING, AND DESIGN

The first stage of the project is Programming, Planning, and Design. Performing this opening phase well will give the entire project a solid framework. Through reviewing existing project documents, 4LEAF will lead the Project team in exploring the general Project requirements and assist the City with clearly identifying the Project’s scope in a manner that meets the City’s goals. Defining, understanding, and documenting the overall project management plan, roles and responsibilities, key tasks, project schedule, allows the entire Project team to work from the same starting point as early as possible, and establishes a precedent for clear communication. Gathering as much information as possible early on also helps the City’s design team do their best work. Generally, in most projects, the project owner and the design team are the most involved stakeholders during this phase. However, as your CM consultant, 4LEAF will be equally invested in the success of the Project. We will work with the City to identify any potential changes that could improve the design or constructability, confirming that the design is consistent with the project scope, schedule, and budget. 4LEAF understands that the programming, planning, and design phase, if done with excellence, will make the later tasks easier. This helps mitigate risks and prevent cost overruns.

We will review priorities, opportunities, constraints, and present the City with a list of potential conflicts, schedule challenges, and budget issues. We will prepare an overall project management plan which clearly identifies roles and responsibilities, key tasks, the overall project schedule, and project management tools. The schedule will reflect the Project’s priorities, available resources, permitting, and budget. We will define and maintain a master schedule, establish project controls and procedures, assist with managing the Project budget (including all construction and non-construction costs), assist with public outreach, manage the work of the design team, and work with City staff to make recommendations to improve design and constructability and reduce costs. If appropriate, we will provide recommendations or suggestions to improve public benefit, optimize project delivery, and/or ensure public safety.

4LEAF will also assist with the selection of any consultants required to prepare necessary surveys (topographic, boundary, utilities, etc.) and studies (geotechnical, environmental, etc.). We will manage and perform all these preliminary elements so that the Project gets off to an efficient start. 4LEAF’s proposed Project / Construction Manager, Gopi Chandran, will lead these efforts, with assistance from Masood Sattari, our proposed Construction Representative / Inspector.



Sample High-Level Project Schedule



## **PRE-CONSTRUCTION SERVICES**

During the pre-construction phase, 4LEAF will review project plans, timelines and schedules, specifications, reports, and permits. After a thorough review and analysis, 4LEAF will provide a list of items to the City Project Manager regarding potential conflicts and constructability issues. We propose constructability reviews at the 60%, 95%, and 100% PS&E submittals to identify and confirm consistency between the plans, specifications, and estimates. Thorough constructability reviews encompass an “office to field” translation of the plans and specifications. This can mitigate many issues by catching them before they are encountered in the field.

4LEAF will also arrange and chair routine project meetings with the City, the design team, and various project stakeholders to discuss all pertinent issues related to the Project. Through accomplishing these tasks, broad strokes are transformed into specific details. The pre-construction tasks refine initial project ideas into concrete plans so that by the time the project reaches the advertise and award phase, the bid package will be clear, accurate, and as technically precise as possible. All of the meticulous work completed during pre-construction will help the construction phase maintain its schedule and budget while delivering the quality specified in the project plans.

## **ADVERTISE AND AWARD SERVICES**

4LEAF will assist the City during the Project’s public bidding and award phase. 4LEAF will use the City’s Procure Now software to advertise the Project in accordance with all applicable regulations. 4LEAF will hold a pre-bid conference for prospective contractors (including preparing the agenda, maintaining sign-in sheets, and preparing meeting minutes). We will collaborate with the City and the City’s design consultant to prepare responses and clarifications to bidder questions concerning the plans, specifications, and estimates. We will also prepare addendums as necessary. We will assist the City during bid opening by reviewing and evaluating the bids, and conferring with the City, and we will help the City prepare a recommendation and presentation to the City Council to award the construction of the project. In addition, 4LEAF can assist the City with issuing the notice to proceed (NTP), help the City coordinate the pre-purchase of any long lead-time materials or equipment, and aid the City with other tasks as necessary.

## **CM SERVICES DURING CONSTRUCTION**

4LEAF’s assigned staff will work with the City to run an efficient and quality project.

### **Pre-Construction Meeting**

The 4LEAF team will conduct a pre-construction meeting with the Project team including City staff, the design consultant, the contractor and subcontractors, and other project stakeholders. A draft meeting agenda will be provided to the City and the final agenda distributed to meeting invitees prior to the meeting. Topics to be discussed at the pre-construction conference will include but not be limited to:

- Performing introductions and identifying roles / responsibilities. Circulate a sign-in sheet for completing names, company names, phone numbers, fax numbers, and email addresses of all attendees for use in generating the Project contact list.
- Discussing Project communication protocols for the project team and with the public.
- Identifying the lines of communication and authority for the City, 4LEAF’s team, the City’s design consultant, contractors, subcontractors, regulatory agencies, and other project stakeholders.
- Discussing health and safety protocols and expectations and stressing the importance of establishing a collaborative role for every worker onsite to maintain the public’s safety.
- Reviewing the status of any regulatory permits and identifying the responsible party(s) for completing if necessary.
- Discussing the process and time frames for submitting RFIs, submittals, transmittals, and change order requests, etc.



- Discussing the procedures for attaining temporary facilities that will be provided by the contractor (e.g., water and sanitary facilities).
- Discussing allowable work hours and procedures for public work notices and discuss the project signage that will need to be installed. Stress that the contractor shall minimize public disruptions to the park to the extent possible.
- Discussing the contractor's Baseline Critical Path Method (CPM) Schedule. 4LEAF will require that the contractor provide a copy of the Baseline CPM Schedule several days prior to the pre-construction meeting so that it can be reviewed in advance of the meeting.
- Discussing required contractor early submittals including but not limited to [e.g., traffic control plan, tree protection plan (if necessary), health and safety plan (HASP), stormwater pollution prevention plan (SWPPP) or erosion control plan (ECP), contractor's work plan (including their proposed phasing plan, excavation and shoring plan, staging plan / information about where the contractor may stage equipment and materials to be used, etc.)].
- Discussing procedures for submitting and approving the contractor's pay requests and anticipated dates pay requests are typically paid by the City (e.g., 2nd Tuesday of every month, etc.).
- Discussing the necessary coordination with other projects that may be under construction within proximity of the Project, such as the new Aquatic Center (if construction times overlap).
- Discussing the process for requesting special inspections and materials testing and identifying any off-site fabrication or material supplier inspections.
- Identify the status of notifications made to underground utilities and protocols for submitting notices to Underground Service Alert (USA).
- Discussing construction staking and quality control.
- Discussing mobilization and any additional issues that need to be resolved before work commences.
- Preparing and distributing meeting minutes.

### **CM Services During Construction**

Our part-time Construction Manager will use the City's preferred e-Builder program to manage the Project, maintain construction documents, provide status updates, and process invoices, change orders, RFIs, and progress payments. The following represents the general duties for providing CM services during construction.

- Coordinate, chair, and attend all weekly construction meetings.
- Review contractor's baseline construction schedule and subsequent updates to ensure all the controlling operation's durations, critical path, and order of work follow a logical sequence to the project completion. Perform schedule analysis to determine impact of weather and change orders.
- Compare the actual progress to the contractor's schedule to detect any potential delays and review the contractor's plan to recover and maintain progress. Any schedule slippage will be reported to the City's Project Manager.
- Meet with contractor to review proposed work and schedule inspections.
- Maintain effective communication with all project stakeholders (City, contractor, public, consultants, etc.). We will provide bi-weekly updates on construction progress, key issues, and schedule status in a memo that can be shared with City departments and the City Council.
- Prepare and submit a monthly progress report to the City's Project Manager describing key issues, cost status, and schedule status.
- Ensure that the construction is coordinated properly with all stakeholders and community members.
- Respond to public inquiries, concerns, and complaints regarding the Project.
- Adhere to the City's QAP to ensure that the materials incorporated into the construction project conform to the contract specifications. 4LEAF will ensure that the project will have the quality assurance documents on file, organized, and indexed per the QAP manual's instructions.



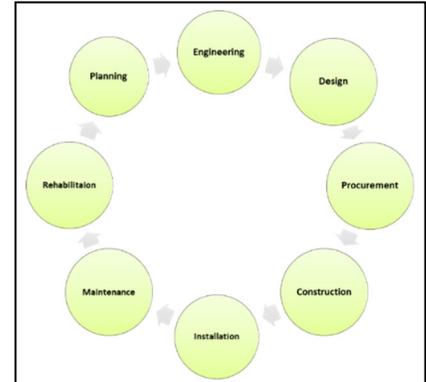
- Work with the City to obtain any necessary permits for the implementation of the Project. This includes dealing with the City's building or planning department to verify that all needed permits have been obtained and are on file.
- Implement and maintain quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. 4LEAF has a quality assurance / quality control (QA /QC) plan which we will implement for the Project.
- During construction, make on-site visits.
- Review material submittals, shop drawings, and test results.
- Coordinate with utilities for potential conflicts.
- Prepare weekly statement of working days.
- Prepare and submit weekly / monthly progress status reports.
- Review contracts, and any environmental and permit documents, ensuring adherence to local, state, and federal laws and regulations.
- Receive and process submittals, RFIs, and project correspondence. As needed, coordinate with the City, the design engineer, contractor, and any other relevant parties to discuss and resolve RFIs.
- Maintain project files and logs including submittals, RFIs, change order requests, design changes, etc.
- Review / process contractor progress payments and make recommendations for payment, change order requests, and responses to correspondences.
- Provide as-needed cost accounting records, budget reviews, comparison of actual and planned expenditures, forecast of future expenditures, and monthly summary reports.
- Maintain written progress of quantities measured for each bid item.
- Confirm with contractor that they are submitting certified payroll information to the State Department of Industrial Relations (DIR) web site. Perform spot checks of their certified payroll as part of monthly pay applications.
- Document any extra or force account work.
- Review and evaluate all change order claims and make recommendations to City staff. Perform change order analysis and review logs of proposed change orders, change order quotations, negotiated change order costs, time extensions, processing final negotiated change orders, and the effect of approved change orders in progress payment breakdowns.
- Assist the design engineer with claims management support and in preparing accompanying recommendations as needed, and forward to the City Project Manager for review and approval.
- Review additional compensation claims. Assist with claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking status.
- Collect delivery records and certificates of compliance.
- Document and report all discrepancies requiring corrective actions to City staff.
- Confirm the contractor's Qualified SWPPP Practitioner (QSP) is performing necessary inspections, documentation, and sampling as required by the State of California General Permit and the project's SWPPP or ECP.
- Monitor contractor's general compliance with its safety program and advise the City of observed deficiencies.
- Manage and perform as-needed environmental compliance monitoring (biological, archeological, cultural, etc.). Biological, archeological, and cultural compliance monitoring may be performed by a 4LEAF subconsultant (if requested).
- Confirm adherence to all permitting requirements.
- Coordinate, schedule, and oversee special inspections and materials testing with the project's materials inspection and testing consultant.
- Maintain test reports and logs of any verification tests performed.
- Develop and oversee punch list towards project completion.



- Recommend acceptance of the work when it is satisfactorily completed. Track non-compliant work separately until work is satisfactorily completed and accepted.
- Issue code violation notices as appropriate.
- Prepare and submit final closeout documentation.

We understand that an effective **QA / QC Plan** is necessary to deliver a quality project and that the plan has a place in each stage of the project’s life. The accompanying graphic illustrates how QA and QC are at the heart of a project.

We believe that quality must be maintained as the ultimate priority of every person involved in a project. Without quality, the other elements of the project simply do not matter. We agree with the definition of an effective Quality Management System as “not just one where good products and services are delivered;” rather, an effective Quality Management System is one that continuously seeks to improve the products and services being delivered and the delivery processes used by the organization. 4LEAF’s commitment to the City is that we will work alongside you to implement project-specific QA and QC procedures that will not only meet but will surpass project quality standards.



- We will ensure the contractor is in compliance with the Project’s contract documents at all times.
- We will monitor and assist with QA deviations and non-compliance actions until resolved.
- We will systematically and continually review inspection procedures and activities for compliance.
- We will implement and maintain effective procedures to ensure that all construction work complies with the requirements of the construction contract.
- Our QA program will emphasize both preventative and verification activities. We will conduct and formally document verification processes, including both daily and weekly review of documents and maintenance of checklists and / or logs for control of documentation.
- We will provide inventory control for any owner-furnished equipment or materials, including logging in equipment, conducting inspections, verifying materials and quantities, material disbursement and equipment log out.
- We will oversee construction contractors' testing, including frequency of tests and retests, and we will verify that the results meet the Project’s contract documents.
- We will maintain test reports and logs for verification of tests performed.
- We will maintain a non-compliance report (NCR) / log and verify resolution of all issues.

**Construction Observation / Inspection Services**

Once construction begins, and throughout the duration of construction, 4LEAF’s full-time Construction Inspector will perform on-site inspections to check the quality and quantity of the work performed by all trades and guard the City against defects and deficiencies in the work by the contractor. The following represents the general responsibilities for providing Inspection services:

- Provide daily construction inspection and documentation duties for all job-related activities.
- Monitor and document contractor’s work for adherence to contract plans and specifications as well as their site logistics plan, traffic control plan, and health and safety plan.
- Collect daily digital photographs and provide continual review of plans and specifications. Progress photos and daily inspection reports will be archived on a regular basis. A baseline condition will be established by photos and video before the start of construction. During schedule updates, delay analyses, and change order analysis, these photos can serve as a reference.
- Inspect materials and equipment upon delivery for compliance with construction contract documents.



- Review contractor record drawing markups and punch lists.
- Assist the City with monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any discrepancies in percent complete.
- As appropriate, issue code violation notices.
- Coordinate with 4LEAF's Construction Manager and the general contractor for final inspection.

#### **POST-CONSTRUCTION PHASE**

The post-construction and contract closeout phase consists of three distinct closeout elements: physical closeout, document closeout, and fiscal closeout. This phase will be overseen by 4LEAF's Construction Manager. Project deliverables are included below.

**Physical closeout** consists of a series of inspections performed to document that the work is complete to one of two levels: (1) Substantial Completion – when work, or a designated portion of the work, is sufficiently complete that the client or the public may utilize it; or (2) Final Completion – acceptance by the client that the project is completed in full. Applicable certificates will be issued at each stage of completion, and punch lists will be updated during each inspection.

**Document closeout** is the process of assembling and transferring the required contract files from 4LEAF to the City when the contract is complete. Documents typically include project correspondence, change orders, change notices, RFIs, submittals, warranties, and claims. 4LEAF will prepare a submittal that includes all the necessary documents and provide a hard copy and electronic copy of the report to the City. 4LEAF's Inspector will compare their red-lined markups of the plans with the contractor's red-lined markups and will submit a reconciled set to the designer of record to produce "as-built" drawings.

**Fiscal closeout** includes the review of contract administration (submittal log, RFI log, punch lists, etc.), accounting, and financial functions to confirm they are coordinated with physical closeout functions to ensure that no outstanding financial liability is present after the final payments / retentions are made to the contractor. Assist in closing out any funding documentation.



## SECTION 5: PROPOSED STAFFING

4LEAF's key staff proposed for the Project are based out of our Bay Area Corporate office in Pleasanton.

# Gene Barry, P.E.

## Principal-in-Charge

### Experience

- 32 years

### Registrations

- Registered Civil Engineer, California, No. 64174
- Registered Civil Engineer, Nevada, No. 017520

### Education

- B.S. Petroleum Engineering, 1986, Montana College of Mineral Sciences and Technology, Butte
- B.S., Physical Science/Physics, 1989, Montana State University, Bozeman

### Certifications

- California Qualified SWPPP Developer (QSD) / Qualified SWPPP Practitioner (QSP), No. 20145
- Nevada Certified Environmental Manager (CEM), No. 2136
- 40-hour OSHA HAZWOPER, including 8-hour annual refreshers
- OSHA HAZWOPER Supervisor

### Affiliations

- Member, American Society of Civil Engineers
- Member, Construction Management Association of America

### Experience Summary

Gene has more than 32 years of engineering and project management experience. He has experience as a project manager, construction manager, environmental engineer, field engineer, construction surveyor, soils tester, and quality assurance inspector. His experience includes performing constructability reviews, developing work plans, reviewing plans and specifications and monitoring contractor's conformance with the project scope of work, developing and monitoring project schedules, establishing project scopes of work, performing bid evaluation and cost-benefit analyses, preparing and evaluating detailed cost estimates, and monitoring project budgets. Gene is a California Qualified SWPPP Developer (QSD), has extensive experience preparing stormwater pollution prevention plans (SWPPP), and is very knowledgeable regarding the State of California's General Construction Permit for stormwater discharges.

### Summary of Select Professional Experience

Gene has performed as 4LEAF's Principal-in-Charge / Project Manager on numerous CIP projects including:

- City of San Mateo - \$8.5M Central Park Playground Improvements Project.
- City of San Mateo - \$2.05M East Hillsdale Park Playground Improvements Project.
- City of Cupertino - \$3.95M All-Inclusive Playground at Jollyman Park Project
- City of Pacifica – \$22M Wet Weather Flow Equalization Basin Project.
- City of Cupertino – \$1.4M De Anza Blvd / McClellan Road / Pacific Drive Intersection Improvements Project.
- County of San Mateo Public Works Department – \$12M Tunitas Beach Creek Landslide Repair and Site Improvement Project.



- City of Menlo Park - \$10.5M Chrysler Pump Station Upgrade Project.
- City of San Mateo Public Works Department - \$30M North Shoreview Flood Improvement Project.
- City of Cupertino – \$1.5M Regnart Road Improvements Project, Phase 1.
- City of Menlo Park – \$1.97M CY 2023 Streets Resurfacing Project.
- City of Daly City – \$1.5M Mussel Rock Gabion Wall and Stormwater Maintenance Project.
- City of Sacramento Utilities District – \$35M McKinley Water Vault Project.
- City of Pacifica - \$2.1M Balboa Way Repairs Project.
- City of Cupertino - \$450M Apple Campus 2 Offsite Public Works Mitigation Projects.
- County of San Mateo Public Works Department – \$5.5M Coyote Point Recreation Area East Promenade Rejuvenation Project.
- Alameda County Water District – \$12M Alvarado-Niles Pipeline Seismic Improvement Project.
- County of San Mateo Public Works Department – \$650,000 Higgins Canyon Bridge Embankment and Wingwall Repairs Project.
- City of Pacifica CY 2019 – 2020 Slurry Seal Rehabilitation Project.
- City of Cupertino – \$2M Orange Ave. Sidewalk Repair and Pedestrian Improvements Project.
- City of Watsonville \$3.25M Green Valley and Freedom Blvd Water and Sanitary Sewer Line Improvements Project.
- City of Los Altos – Fremont Ave. Street Rehabilitation Project.
- City of Gilroy – \$6M First Street Waterline Replacement Project.
- City of Cupertino - \$630,000 Wilson Park Renovation Projects.
- City of Walnut Creek – \$8.5M Geary Road Improvements Project, Phase 3.
- City of Los Altos – CY 2018 and 2020 Street Resurfacing Projects.
- City of Burlingame – \$7M California Ave. and Oak Grove Sanitary Sewer Rehabilitation Project.
- University of California Berkeley – \$20M Richmond Field Station Remediation Projects.
- City of Burlingame - \$8M Downtown Burlingame Ave. Area Utility Improvements Project.
- City of Gilroy - \$1.6M Downtown Monterey Road Pavement Rehabilitation Project.



# Gopi Chandran

## Project / Construction Manager

### Experience

- 30 years

### Experience with 4LEAF

- 8 years

### Education

- BS Civil Engineering, University of Texas at El Paso, Texas, May 1989
- MS Civil Engineering, University of Texas at El Paso, Texas, July 1991

### Licenses

- California A Contractor License - inactive

### Experience Summary

Gopi has Bachelor of Science and Master of Science degrees in Civil Engineering and formerly held a California A Contractor’s license. For more than 30 years, Gopi has worked as a Construction Manager, Project Manager, Office Engineer, and general contractor on a variety of small-, medium-, and large-scale CIP projects including underground utilities (water, storm, sanitary sewer, electrical, and communications) using a variety of construction methods; earthwork, grading, and shoring; roadway repairs; streetscapes; sidewalks, curbs, and gutters; traffic improvements; water and stormwater pump stations; landscaping improvements; medium-and high-voltage electrical system upgrades and commissioning; mechanical installations and commissioning; public park and playground improvements; photovoltaic systems, and

environmental remediation. These projects include city and county facilities, DOD facilities, energy sector (PG&E, SoCal Edison, SMUD, SDG&E, and major oil petroleum refineries), work within Caltrans’ right of way, and privately-owned properties. Gopi specializes in managing high-profile CIP projects requiring constructability reviews, extensive public outreach, maintaining close coordination with numerous public and private agencies, utility providers (e.g. PG&E; Comcast; AT&T; and municipally-owned electrical, natural gas, sanitary sewer, and water districts); managing projects with biological and cultural resource compliance requirements; and managing grant applications and reimbursements for a variety of funding sources (Federal aid, FEMA, Caltrans, CAL-OES, State of CA General Fund, and local bond measures).

### Select Professional Experience

#### City of San Mateo

#### Central Park Playground Improvements Project

#### *Construction Manager*

Gopi is 4LEAF’s Construction Manager for this \$8.5M playground improvements project to upgrade the City’s crown jewel park and create a magical, forest-inspired space for imaginative play. The project consists of demolition, grading, tree preservation and protection of many heritage trees, removal of the existing playground equipment and restroom building, installation of customized playground equipment with resilient safety surfacing, a raised boardwalk system, a prefabricated turnkey restroom building, installation of site utilities, lighting system upgrade, pavements, picnic shelter, site furnishings, fencing, walls, landscaping, and irrigation. The project also includes installing a new sanitary sewer line and tie-in to the City’s main trunk line within the Caltrans Right-of-Way on El Camino Real.

**City of San Mateo Parks and Recreation Department  
East Hillsdale Park Playground Improvements Project*****Construction Manager***

Gopi is 4LEAF's Construction Manager for this \$2.05M project to upgrade the park's infrastructure and playground equipment. The project includes performing demolition, grading, tree preservation and protection of many heritage trees, removal of the existing playground equipment, installation of new playground equipment with resilient safety surfacing, installation of new site utilities including potable water and storm drain, lighting system upgrade, pavement and site furnishings.

**City of Cupertino****All-Inclusive Playground at Jollyman Park Project*****Construction Manager***

Gopi was 4LEAF's Construction Manager for this \$3.95M project that was funded through the Santa Clara County All-Inclusive Playground Grant (AIPG) program. The project replaced and expanded the existing playground area in the southwest portion of Jollyman Park with a new all-inclusive play area and supporting facilities. The new park will support recreation and social interaction for people with autism, sensory challenges, cognitive, developmental, and physical disabilities, and those without special needs. The project involved demolition of existing playground facilities, installation of a new all-inclusive play area, associated play elements, picnic areas, fencing, a custom interactive art piece, pathways, landscaping, restroom, irrigation, and underground utilities. During construction, the City issued a design change order for installing 40 lineal feet of a new sanitary sewer lateral to connect the new restroom to the City's sanitary sewer main along South Stelling Road. In addition, the PG&E primary power conduit was installed using direct bore technique to avoid damaging heritage tree roots.

**City of Pacifica****Wet Weather Flow Equalization Basin Project*****Construction Manager***

Gopi was 4LEAF's Construction Manager for this \$22M project which included a new 2.1-million-gallon wet weather equalization basin that was constructed to prevent discharge of untreated stormwater and sanitary sewer from the City's sanitary sewer collection and conveyance system during peak storm events. Key components of the project included construction of a perimeter 3-foot-wide slurry cutoff wall to between 60 and 70 feet below ground surface (bgs); excavation of 23,000 cubic yards (cy) of soil to 50 feet bgs; installation of 70 micropiles, installation of temporary structural bracing during the excavation phase; construction of a 2-ft-thick concrete inner liner wall; installation of mechanical, electrical, and piping components; installation of 1,400 feet of 24-inch HDPE pipe and construction of two diversion structures; and bore and jack drilling of 200 feet of piping through existing easements between two residential homes. The project included extensive public outreach activities, and all work was performed in compliance with the Mitigation Monitoring Reporting Program as required by the Mitigative Negative Declaration (MND) document prepared in accordance with the California Environmental Quality Act (CEQA).

**City of Menlo Park****Chrysler Pump Station*****Construction Manager***

Gopi was 4LEAF's Construction Manager for this \$10.5 M project that included constructing a new stormwater pumping facility including an underground wet well, a pump and motor room, electrical control room, engine/generator room, pumping equipment, electrical equipment and controls, automatic standby diesel engine generator with integral fuel tank, on-site storm drain improvements, water and fire protection services, site grading, demolition of old pump station, and driveway and pavement improvements. The project required extensive coordination with PG&E for the relocation of electrical switchgear and a transformer. The Chrysler Pump Station is located immediately adjacent to META's main campus which requires special considerations to minimize impacts to the adjacent buildings and inhabitants. The project is partially funded through a \$5M grant from the



Federal Emergency Management Agency (FEMA) through the Cal Office of Emergency Services (OES) and required compliance with federal grant requirements.

### **Mid Peninsula Water District**

#### **Old County Road Waterline Improvements Project – Phase 1**

##### ***Construction Manager***

Gopi was 4LEAF's Construction Manager for this \$4.5M project that consisted of replacing approximately 3,200 linear feet of 4- and 8-inch cast iron (CI) and 20-inch concrete cylinder pipe (CCP) transmission lines with construction dating back to the 1930s with new 8- and 20-inch polyvinyl chlorinated (PVC) pipe along Old County Road between Ralston Avenue and F Street, and a separate 450-foot section along Ralston Avenue between Old County Road and Elmer Street. The project included demolition and abandonment of existing pipe and the installation of new pipe, fittings, valves, fire hydrants, copper domestic service laterals, and reconnection of fire services to the new water main. Most of the work was being performed at night to accommodate necessary lane closures for construction. Gopi was a member of 4LEAF's team that performed constructability reviews of the 30%, 60%, 95%, and 100% PS&E packages.

### **City of San Mateo Public Works Department**

#### **North Shoreview Flood Improvement Project**

##### ***Construction Manager***

Gopi was 4LEAF's Construction Manager for this \$30M project that included raising a 1,300-foot levee segment between the San Mateo and Burlingame border off of Airport Boulevard and adjacent to the Peninsula Humane Society; constructing two new CMU pump station buildings including deep-foundation upgrades; installing new wet wells and trash racks; installing new electrical controls, SCADA, and PG&E transformers; installing backup power generators and Tier 4 emission components; installing new pump station outfalls to the SF Bay; and installing high-capacity pumps to increase the pumping capacity to 150,000 gpm at each of the Coyote Point and Poplar Avenue pump stations; updating electrical controls, correcting structural deficiencies; installing backup power generation; managing commissioning and startup of the two pump stations; installing trash capture devices; and constructing a temporary detour segment of the Bay Trail around the project locations and through the North Shoreview Neighborhood. Gopi managed 4LEAF's Team of sub-consultants performing biological surveys and monitoring, cultural resource monitoring, and materials testing and special inspections. Gopi also coordinated with PG&E and other 3<sup>rd</sup>-party project stakeholders and managed the project's grant reimbursement program. Due to construction within the Bay and forebay, various agency permits were obtained including the Bay Conservation and Development Commission (BCDC), a California Department of Fish & Wildlife (CDFW) Lake and Streambed Alteration Agreement, the California Regional Water Quality Control Board (RWQCB), and the United States Army Corps of Engineers (USACE). Upon completion of the project, more than 2,000 homeowners in surrounding neighborhoods will apply for a Federal Emergency Management Agency (FEMA) flood insurance exemption. Final site mitigation included installing a riparian mitigation area along the permanently altered streambed.

### **City of Sacramento Utilities Department**

#### **McKinley Water Vault Project**

##### ***Project Manager***

Gopi was 4LEAF's Project Manager of 4LEAF's Team providing Project Management, Construction Management, and Inspection Services for the City of Sacramento Utility Department's \$35M Water Vault project. The project was constructed to eliminate capacity-related sanitary sewer overflows (SSOs) in the City's combined storm and sanitary sewer collection system during the rainy season. The project has three main elements: (1) a 6-million-gallon-capacity rectangular-shaped underground water storage vault, (2) diversion structures and conveyance piping, and (3) upgrades to the existing park infrastructure including a new public restroom facility, upgraded jogging paths, and new sports field. The water vault and pipelines were constructed within McKinley Park and adjacent to established residential neighborhoods. 4LEAF's Team was tasked with coordinating public outreach



and maintaining public relations in conjunction with the City of Sacramento. 4LEAF also coordinated and ensured the contractor remained compliant with the various environmental mitigation measures. McKinley Park remained open and utilized by the community during active construction.

## **City of Pacifica**

### **Balboa Way Repair Project**

#### ***Construction Manager***

Gopi was 4LEAF's Construction Manager for this \$2.2M project that included restoration of the entire extent of the residential area of Balboa Way between Anza Drive and Arguello Boulevard as well as private driveways. The project consisted of the replacement/repair of approximately 27,300 square feet (SF) of roadway asphalt, replacement of approximately 5,170 SF of sidewalk including curb and gutter, replacement of 10 private driveways, construction of four ADA curb ramps, replacement of approximately 630 lineal feet (LF) of 8-inch-diameter high-density polyethylene (HDPE) sanitary sewer pipe (SDR 17) by open trench, replacement of approximately 155 LF of 24-inch HDPE sanitary sewer pipe (SDR 17) by open trench, abandonment and relocation of approximately 720 LF of a 6-inch-diameter ductile iron water main line, replacement of approximately 90 LF of 18-inch reinforced concrete pipe (RCP) storm drain line with 18-inch HDPE (SDR 17) pipe by open trench, construction of three new sanitary sewer manholes, leak repair of seven existing sanitary sewer manholes, and re-establishing sanitary sewer lateral tie ins. Gopi worked closely with the Project's Design Team to address field design changes to address field conditions. The Project required extensive Public outreach and coordination with multiple City Departments and 3<sup>rd</sup>-party utility agencies and companies. All work was performed while meeting the health and safety requirements outlined in the San Mateo County Health Officer Order for COVID-19.

## **San Benito County On-Call Public Works Projects**

#### ***Project Manager / Engineer***

Gopi performed project management, cost estimating, field oversight, and inspection tasks on 4LEAF various projects including:

- **Pacheco Creek Levee Repair Project**  
Gopi provided on-site project and construction management and inspections, contractor coordination, and also managed stakeholder engagement. The project was a rapid response effort to repair and restore two levee breaches that occurred during the early 2017 storm season. In addition, Gopi was responsible for tracking budgets, addressing field change orders, approving additional scope, and ensuring that projects adhered to the technical requirements. Project budgets were approximately \$500,000.
- **Lovers Lane Road Restoration Project**  
Gopi provided initial project scoping efforts, coordination with FEMA for emergency and permanent restoration cost recovery, coordination with County Engineers to develop technical specifications and bids, and initial engineer estimates.
- Gopi inspected improvements within the Santana Ranch, Klauer, and Pacheco Creek Subdivisions, and PG&E Encroachment Permit Projects. Responsibilities included inspecting mass grading activities; the installation of storm drain inlets, pipes, manholes; concrete curb, gutter, and sidewalk; and AC pavement. Other responsibilities included developing solutions for emergency roadway, levee, slides, and stormwater repairs for areas damaged by the 2016/17 Winter storms and field locating culverts within the county and documenting their location on the County's GIS Program.

## **City of Mill Valley Miller Ave. Streetscape Project**

#### ***Project Engineer***

Gopi performed inspections on behalf of 4LEAF during the cold in-place recycling and AC paving operations for this \$13.5 million project. Additional tasks performed included performing public outreach and coordination with local businesses and residents during the paving operations.



# Masood Sattari

## Construction Manager / Inspector

### Experience

22+ years

### Education

- M.S., Construction Management, Santa Clara University
- B.S., Mechanical Engineering, University of California Berkeley
- B.A., Economics, University of California Santa Cruz

### Certifications and Training

- A – General Engineering / C10 – Electrical, California Contractors State License Board #1111876 (Inactive)
- Engineer-in-Training (California) – Professional Engineers and Land Surveyors #116284

### Software Skills

- HeavyBid
- SharpeSoft
- Excel
- MS Project
- Primavera
- Agtek
- Plangrid
- Salesforce
- Trimble Viewpoint Vista

### Experience Summary

Masood is a seasoned Construction Manager and Construction Representative with more than 22 years of diverse experience in project management, construction estimating, business development, and leadership training. He has worked for owners and developers, general contractors, and subcontractors on contracts valued at \$25 million on projects with more than \$100 million in construction. He also has five years of experience serving as the owner's representative for private projects. Masood has overseen teams of up to 100 personnel, comprised of estimators, project managers, field superintendents, contract administrators, laborers, and operators.

He specializes in construction projects that involve grading, paving, mass excavation, underground wet and dry utilities, hazardous material abatement including Resource Conservation and Recovery Act (RCRA) and non-RCRA materials, cast-in-drilled hole (CIDH) piles, tiebacks, soil nails, and soldier beams. Masood has extensive expertise with underground utilities projects, on-site energy generation projects, and horizontal construction projects for federal, state, county, city, and local San Francisco Bay area agencies.

As a leader, Masood is highly experienced in process development, team building, and training project managers, estimators, and superintendents. With his educational background in economics, Masood has developed and implemented strategic business plans, managed RFP / RFQ procurement, and has been responsible for presenting profit and loss justifications to executives. Thanks to his varied experience, he understands multiple perspectives and builds strong working relationships with all parties involved.

### Select Project Experience

#### City of San Mateo Parks and Recreation Department East Hillsdale Park Playground Improvements Project

#### *Construction Inspector*

Masood was part of 4LEAF's inspection team for this \$2.05M project to upgrade the park's infrastructure and playground equipment. The project included performing demolition, grading, tree preservation and protection of many heritage trees, removal of the existing playground equipment, installation of new playground equipment with resilient safety surfacing, installation of new site utilities including potable water and storm drain, lighting system upgrade, pavement and site furnishings.



## Select Project Experience Prior to Joining 4LEAF

### **Lennar**

#### **The San Francisco Shipyard**

##### **Operations Manager**

Masood worked for the general contractor and he oversaw multiple projects in the San Francisco Shipyard, which was a 750-acre development expanding from Bayview-Hunters Point to Candlestick Park and would have approximately 12,000 homes, 300 acres of public space, 500,000 square feet of retail, and over 3 million square feet of research and development. Masood ensured that his project management team and field crews had sufficient resources to meet the client's schedule to perform demolition, earthwork, and underground utility installation services for the projects.

### **Terramar Retail Centers**

#### **51st and Broadway (Oakland)**

##### **Project Manager**

This was a \$300 million development on a 15-acre site requiring 185,000 square feet of demolition and 330,000 square feet of new retail and commercial space. The project called for the removal of asphalt and concrete, the grading of the site, off-hauling soil, placing aggregate base, and paving. Masood worked for the earthwork contractor that was hired by the general contractor, and he provided value engineering support to minimize the cost impacts from contaminated soil.

### **Woods Partners**

#### **55 Laguna Street (San Francisco)**

##### **Project Manager**

Masood was the project manager for the general engineering contractor for this \$100 million construction of an entire city block for the development of five new buildings for 330 residential units, two underground parking garages, offices, and retail space. Masood oversaw the demolition of the existing buildings, mass excavation including disposal of hazardous materials, shoring, and structural excavation.

### **Vanke Group and Tishman Speyer**

#### **201 Folsom Street (San Francisco)**

##### **Project Manager**

This \$630 million high-rise residential project was comprised of two buildings (one 37-stories, the other 42 stories) totaling 655 units. Working for the mass excavation and underground utility contractor, Masood was responsible for managing the excavation phase for the five-level below-ground garage. His other responsibilities included procurement of materials and subcontractors, preparing and distributing a mutually agreed upon schedule to the client and field personnel, preparing and distributing RFIs and submittals, preparing and negotiating change order requests, and presenting weekly the estimated cost relative to the actual cost projections to his company's leadership. The scope of the project included mass excavation and underground utilities. During the excavation process, Masood and his team discovered a ship from the 1840s, which the San Francisco Archaeological Association was able to salvage and place in the San Francisco Maritime Museum. The underground utility installation involved coordination with numerous agencies, including the San Francisco Municipal Transportation Agency (SFMTA), the Department of Building Inspection (DBI), the Department of Public Works (DPW), and Pacific Gas & Electric (PG&E).

### **AGI Capital and Avant Housing**

#### **900 Folsom Street (San Francisco)**

##### **Project Manager**

Masood was the project manager for the shoring contractor selected by the general contractor. He managed the design phase and installation of soldier beams and lagging walls with four rows of tiebacks for this \$36 million,



eight-story LEED Gold residential building with 280 units and underground garage. His other responsibilities included procurement of materials and subcontractors, preparing and distributing a mutually agreed upon schedule to the client and field personnel, preparing and distributing RFIs and submittals, preparing and negotiating change order requests, and presenting weekly the estimated cost relative to the actual cost projections to his company's leadership. The project's scope of work included installation of the shoring system for a six-level underground parking garage. During the excavation process, water intrusion exceeded the capacity of the dewatering system, making the excavation impossible due to collapsing soil. It was discovered later that the water intrusion was caused by a broken underground waterline and not the underground creek that was originally suspected. This required grouting using a polymer mixture to build a seal behind the shoring wall allowing the excavation to continue.

### **University of California Berkeley Student Athlete High Performance Center**

#### **Project Manager**

This \$150 million building was constructed in front of UC Berkeley's Memorial Stadium. The excavation was more 50 feet deep in some areas and ran along the edge of the stadium and along the Hayward seismic fault. Soldier beams and tiebacks had to be installed to prevent undermining the stadium, and construction had to be completed in a matter that would not disrupt the football games at the stadium. Masood worked for the shoring contractor selected by the University's general contractor. His responsibilities included procurement of materials and subcontractors, preparing and distributing a mutually agreed upon schedule to the client and field personnel, preparing and distributing RFIs and submittals, preparing and negotiating change order requests, and presenting weekly the estimated cost relative to the actual cost projections to his company's leadership. He was also responsible for managing the design and construction of soldier beams and tieback wall that would support Memorial Stadium while the new building was being constructed. The shoring system involved installing secant piles that underpinned the stadium's foundation. The piles needed to be installed in phases to prevent the stadium from moving. Survey monitoring points were installed along the face of the stadium to monitor movement on a weekly basis. Twenty-five percent of the beams installed by the subcontractor were not plumb, resulting in the tops of the beams protruding too far into the new structure at the top and protruding too far into the stadium at the bottom, causing excess concrete to be utilized. Masood worked with the design team to develop several solutions for each scenario, and the solutions were implemented and accepted by UC Berkeley.



## 4LEAF STAFF SUMMARY

**Principal-in-Charge** – 4LEAF’s Principal-in-Charge / Contract Manager is Gene Barry, P.E. He is authorized to contractually bind 4LEAF, and he will provide supervision and support to the team assigned to the Project.

**Project / Construction Manager** – The construction manager oversees and coordinates all aspects of the project to ensure it is completed on schedule, within budget, and to the required quality. General responsibilities include performing constructability reviews, reviewing progress payments, submittals, RFIs, and potential contract change orders (PCCOs); coordinating field staff; reviewing / monitoring the construction schedule; coordinating and running weekly meetings; communicating with the client, stakeholders, and the project team; performing as-needed public outreach and communications; and coordinating special inspections as necessary.

**Construction Representative / Inspector** – General responsibilities include performing constructability reviews; assisting the construction manager with contract administration tasks and scheduling special inspections as required; monitoring and documenting daily site activities; and ensuring the progress of the work is performed in accordance with the plans and specifications; verifying materials and quantities; and performing day-to-day public outreach. The construction representative / inspector will be assigned to the project full-time during construction to perform daily site observation / inspection of work.

## POTENTIAL SUBCONSULTANTS, IF REQUIRED

Although the City’s RFP does not specifically mention the need for these specialized services, 4LEAF has worked with these firms on other park and playground improvement projects. Should there be a need for these types of services, we have a strong team of specialists that can be relied upon.

**BSAFE Playground Inspection:** BSAFE inspects community playgrounds and school structures throughout California, offering impact testing, G-Max testing, and inspection and compliance reports. They help playground owners guarantee that their playgrounds are nourishing safe spaces that allow children to test the limits of their imagination, not their physical safety. BSAFE has a team of licensed Certified Playground Safety Inspectors (CPSIs).

**Heartwood Arborists:** Heartwood provides practical tree and urban forestry solutions. They provide detailed tree preservation guidance to ensure the health of trees during construction, tree inventory, tree risk assessment, tree appraisal, tree management plans, and professional arborist reports. Formal arborist reports support informed decisions, safeguarding tree health and safety, adhering to regulations, and resolving tree-related issues.

**WRA Environmental Consultants:** The federal Migratory Bird Treaty Act prohibits the unauthorized killing, possessing, or trading in many native bird species, including some that are not migratory. Most native birds, including common species, have protections under federal and state law. WRA provides a nesting bird survey program where their biologists conduct a survey to help the construction project meet regulatory requirements.

**Chronicle Heritage:** It is possible that the demolition or excavation phase of a project could unearth fossils, remains, or artifacts that require a specialist. Chronicle provides both paleontological and archaeological services. They are regulatory and technical experts in both fields.

Per the City’s RFP and Addendum No. 1., the following services will be performed under separate contracts with the City or the City’s design consultant:

- Community engagement during the Planning and Design Phase.
- Materials testing and special inspections.
- Detailed contractor labor compliance monitoring.



## SECTION 6: CONFLICT OF INTEREST STATEMENT

4LEAF does **not** have any conflicts of interest regarding the Orange Memorial Park Main Playground Replacement Project:

- 4LEAF does **not** have any financial, business, or other relationship with the City of South San Francisco that may have an impact upon the outcome of the contract or the construction project.
- 4LEAF does **not** have any current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- 4LEAF does **not** have any financial interest or relationship with any construction company that might submit a bid on the construction project.

## SECTION 7: LITIGATION

Civil Litigation History:

- 1: (1) Donner v. Sema Construction, et. al., Case #37-2023-00039037;  
(2) San Diego Superior Court;  
(3) Personal Injury claim arising from a construction site accident.  
Current Status: Pending. 4LEAF denies liability.
- 2: (1) Trapp v. Anderson Pacific Engineering Construction, Inc, et. al., Case #23-CIV-04838;  
(2) San Mateo Superior Court; (3) Personal injury claim arising from a bicycle accident.  
Status: Pending. 4LEAF denies liability.

## SECTION 8: COST PROPOSAL

4LEAF's detailed Preliminary Cost Proposal and Fee Schedule are provided on the following pages.

**Updated Cost Proposal to Perform Construction Management and Inspection Services  
for the City of South San Francisco Orange Memorial Park Main Playground Replacement Project**

Updated January 30, 2026

Task	Sub Task	Task Description	PIC (4LEAF)	Project / Construction Manager (4LEAF)	Construction Manager - Biddability and Constructability Reviews (4LEAF)	Construction Representative / Inspector (4LEAF) (Regular time)	Construction Representative / Inspector (4LEAF) (Day Shift OT)	Public Works Inspector Apprentice	Total Hours Per Task	Cost Per Task	Notes
		<b>Hourly Rate</b>	<b>\$250</b>	<b>\$240</b>	<b>\$240</b>	<b>\$175</b>	<b>\$236</b>	<b>\$102</b>			See Notes (a), (b), and (c).
<b>1</b>		<b><u>Programming, Planning, and Design</u></b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	1a	Virtual Kickoff Meeting with City.	1	1	0	1	0		3	\$665	
	1b	Review City's 2023 Updated Master Plan and Existing Project Documents and Perform Site Walk.	4	4	4	0	0		12	\$2,920	
	1c	Initial Planning Meetings w/ City and City's Design Team.	16	32	0	0	0		48	\$11,680	See Note (d).
	1d	Assist the Design Team with Community Outreach Efforts.	4	80	0	0	0				
	1e	Prepare Various Project Deliverables.	4	40	0	24	0		68	\$14,800	
	1f	Perform Misc. Tasks Requested by City.	4	40	0	24	0		68	\$14,800	
		<b>Task 1 Subtotal:</b>	<b>33</b>	<b>197</b>	<b>4</b>	<b>49</b>	<b>0</b>		<b>199</b>	<b>\$44,865</b>	
<b>2</b>		<b><u>Pre-Construction Services</u></b>	Hours	Hours	Hours	Hours	Hours		Hours		
	2a	Manage Design Phase Activities.	8	448	0	0	0		456	\$109,520	See Note (e).
	2b	Manage Various Field Investigations (e.g. Geotechnical, Surveying, etc.)	2	16	0	40	0		58	\$11,340	
	2c	Constructability Review - 60% PS&E Package.	16	32	24	32	0		104	\$23,040	
	2d	Constructability Review - 95% PS&E Package.	16	32	24	32	0		104	\$23,040	
	2e	Constructability Review - 100% PS&E Package.	4	16	8	16	0		44	\$9,560	
	2f	Miscellaneous As-Needed Tasks.	2	16	0	16	0		34	\$7,140	
		<b>Task 2 Subtotal:</b>	<b>48</b>	<b>560</b>	<b>56</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>800</b>	<b>\$183,640</b>	
<b>3</b>		<b><u>Advertise and Award Services</u></b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	3a	Prepare for and Lead Contractor Bid Walk.	4	16	0	24	0		44	\$9,040	
	3b	Review Bidder Questions and Assist the City / Design Team in Preparing Responses and Issuing Bid Addendums.	4	32	0	16	0		52	\$11,480	
	3c	Review Bids, Identify Issues or Concerns, Assist the City in Preparing Responses for Protests and other Issues, Provide Recommendation to City for Project Award.	2	24	0	8	0		34	\$7,660	
	3d	Coordinate and Manage Pre-Purchase of Long Lead-Time Materials and Equipment that are not Covered Under Contractor's Agreement	0	16	0	16	0		32	\$6,640	
	3e	Project Management.	2	16	0	0	0		18	\$4,340	
		<b>Task 3 Subtotal:</b>	<b>12</b>	<b>104</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>180</b>	<b>\$39,160</b>	
<b>4</b>		<b><u>CM Services During Construction</u></b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	4a	Prepare for and Chair Pre-Construction Conference Meeting.	2	16	0	8	0		26	\$5,740	
	4b	Perform Visual Pre-Construction Project Site Condition Documentation.	0	4	0	24	0		28	\$5,160	
	4c	Receive and Process Early Contractor Submittals.	0	24	0	8	0		32	\$7,160	
	4d	Perform Construction Management Tasks.	0	720	0	0	0		720	\$172,800	See Note (f).
	4e	Perform Construction Inspections.	0	0	0	1,584	0		1,584	\$277,200	See Note (f).
	4f	Project Management.	32	0	0	0	0		32	\$8,000	
		<b>Task 4 Subtotal:</b>	<b>34</b>	<b>764</b>	<b>0</b>	<b>1,624</b>	<b>0</b>	<b>0</b>	<b>2,422</b>	<b>\$476,060</b>	
<b>5</b>		<b><u>Post-Construction Phase</u></b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	5a	Final Inspections and Provide Red-Lined Set of Plans to Client.	0	8	0	24	0		32	\$6,120	
	5b	Project Closeout.	0	40	0	8	0		48	\$11,000	
	5c	Project Management.	4	0	0	0	0		4	\$1,000	
		<b>Task 5 Subtotal:</b>	<b>4</b>	<b>48</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>\$18,120</b>	
		<b>TOTAL (4LEAF):</b>	<b>131</b>	<b>1,673</b>	<b>60</b>	<b>1,905</b>	<b>0</b>		<b>3,685</b>	<b>\$761,845</b>	
<b>6</b>		<b><u>Public Works Inspector Apprentice (if necessary).</u></b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
	6a	Provide Public Works Inspection Apprentice.	0	0	0	0	0	317	317	\$32,314	
		<b>Task 6 Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>317</b>	<b>317</b>	<b>\$32,314</b>	
		<b>TOTAL [4LEAF + Apprentice (if required)]</b>	<b>131</b>	<b>1,673</b>	<b>60</b>	<b>1,905</b>	<b>0</b>	<b>317</b>	<b>4,002</b>	<b>\$794,159</b>	

Notes:

- (a) Assumes project will require compliance with California Prevailing Wage rate requirements under SB 854, and the Client will be required to file a PWC-100 Form to the California Department of Industrial Relations for the project.
- (b) Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. Hours are included as a placeholder in the event that an apprenticeship for a public works inspector is required and dispatched by the apprenticeship committee. We have assumed the public works apprentice assigned to the project will be classified as a Period 1 Apprentice as defined by the DIR's Wage Determination dated 8/25. In the event that a higher classification apprentice is assigned to the project, we will contact the City to request a change order for this line item.
- (c) 4LEAF staff will be supplied with typical tools of the trade to perform their daily tasks (e.g. cell phone, laptop computer, and PPE).
- (d) **Budgetary Estimate.** The actual Level of Effort for this task can be refined after the exact scope and nature of the project are developed based on discussions with the City and Design Team.
- (e) **Budgetary Estimate.** For Budgeting Purposes, we assumed 16 hrs/wk at 4 wks/mo for 7 mos. for PM / CM to manage the Design Phase.

**Updated Cost Proposal to Perform Construction Management and Inspection Services  
for the City of South San Francisco Orange Memorial Park Main Playground Replacement Project**

*Updated January 30, 2026*

(f) The project scope and construction schedule were not available at the time of preparation of this estimate but based on discussions between Philip Vitale (City) and Gene Barry (4LEAF) on 1/27/26, this estimate has been updated to assume a construction phase duration of 198 working days (9 months - assumes an average of 22 working days per month). For estimating purposes, we have assumed one, part-time Construction Manager at 20 hrs/wk at 4 wks/mo at 9 months during the Construction Phase. We also assumed one, full-time Construction Representative / Inspector at 8 hrs/day for 198 working days at regular-time rate. Does not include any allowance for overtime, nighttime, weekend, or holiday work. If overtime, nighttime, weekend, or holiday work are required, the requirements for these hours will be billed in accordance with 4LEAF's Standard Fee Schedule. If construction inspection frequencies exceed the assumed quantities, if the duration extends past 198 working days, or the contractor works more than 8 hours per day during the project, 4LEAF will submit a budget amendment request to the City.



## 4LEAF Fee Schedule to Provide Construction Management and Inspection Services for the City of South San Francisco Orange Memorial Park Replacement Project

### CM and Inspection Services

Staff Designation	Hourly Rate
Principal-in-Charge*	\$250.00
Project / Construction Manager*	\$240.00
Public Works Inspector (Regular Time)**	\$175.00
Public Works Inspector (Night Time)**	\$196.88
Public Works Inspector (Overtime 1)**	\$236.25
Public Works Inspector (Overtime 2)**	\$323.75
Public Works Inspector (Overtime 3)**	\$411.25
Project Administrative Assistant*	\$110.00
Public Works Inspector Apprentice**	\$102.00 - \$159.14

**\*All Fees shown include Annual Escalation of 3% starting on Jan. 1, 2027 and Jan. 1, 2028.**

**\*\*Staff category subject to California Prevailing Wage Rate Requirements.**

### BASIS OF CHARGES

- A. Rates shown assume projects under this on-call contract will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the project.
- B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR’s wage determinations dated August 2025.
- C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable/qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR’s Wage determination for Building Construction Inspector issued August 2025 were used to determine the range of Calendar Year 2026 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:
  - Night Time (work begun after 4PM or before 5AM) 1.125 x hourly rate
  - Overtime 1 (over 8 hours M-F or Saturdays) 1.35 x hourly rate
  - Overtime 2 (over 8 hours Sat or 1st 8 hour Sun) 1.85 x hourly rate
  - Overtime 3 (over 8 hours Sun or Holidays) 2.35 x hourly rate
- F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- G. Subconsultant invoices will be assessed a 10% Administrative Processing Fee.
- H. Project-related mileage for inspections will be billed at the allowable IRS Rate.
- I. Payment due on receipt. All payments over 30 days will be assessed as a 1.5% interest charge.
- J. Client shall pay attorneys’ fees or other costs incurred in collecting delinquent amounts.
- K. Client agrees that 4LEAF’s liability will be limited to the value of services provided.
- L. In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- M. If 4LEAF is requested or otherwise required to conform to Client’s alternative workweek schedule (“AWW”), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW. If 4LEAF’s affected employment group approves an AWW election and the same is registered, overtime compensation/reimbursement shall not be required.