ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

On-Call Landscape Architectural Services

THIS AGREEMENT is made and entered into this _____ day of ______, 20___, by and between the City of Roseville, a municipal corporation ("CITY"), and Fuhrman Leamy Land Group, a California corporation ("CONSULTANT"); and

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, CITY issued Request for Proposal # 13-082 for professional services consisting of on-call landscape architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional landscape architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

 <u>Term.</u> The term of this Agreement shall commence upon execution and expire on June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement. 2. <u>Services.</u> CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. <u>Compensation.</u> For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation <u>shall not exceed</u> two hundred thousand dollars per year (\$200,000). Total compensation for optional renewal years of this Agreement shall not exceed two hundred thousand dollars per year (\$200,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. <u>Indemnification</u>. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. <u>Insurance.</u> CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>

Workers' Compensation

Statutory

LIMITS OF LIABILITY

Commercial General Liability	 \$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. <u>Form.</u> CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. <u>Additional Insureds.</u> CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater. c. <u>Cancellation/Modification</u>. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. <u>Umbrella/Excess Insurance.</u> The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. <u>Subcontractors.</u> CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. <u>Self-Insured Retentions.</u> All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right. g. <u>Waiver of Subrogation</u>. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. <u>Liability/Remedies.</u> Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. <u>Records.</u> CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. <u>Prevailing Wages.</u> When applicable, for purposes of this Agreement,

CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. <u>Contractor Registration.</u> No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. <u>Time is of the Essence</u>. Time is of the essence of this Agreement.

10. <u>Compliance with Laws.</u> CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. <u>Ability to Perform.</u> CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. <u>Governing Agreement.</u> In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. <u>Assignment.</u> CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY. 14. <u>Independent Contractor.</u> CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. <u>Representations and Warranties.</u> CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. <u>Successors in Interest.</u> This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. <u>Copyright, Ownership and Use of Materials.</u> All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. <u>Termination of Agreement.</u> CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. <u>Attorney's Fees; Venue; Governing Law.</u> If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. <u>Modification</u>. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. <u>Severability.</u> If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. <u>Notices.</u> Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Tara Gee, Park Planning & Development Superintendent 316 Vernon Street, Suite 400 Roseville, CA 95678

CONSULTANT

Kevin C, Leamy, Vice President 2140 Professional Drive, Suite 115 Roseville, CA 95661

Either party may amend its address for notice by giving notice to the other party in writing.

23. Integrated Agreement. This is an integrated agreement and contains all of the

terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized

the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk

under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on

the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be

executed.

CITY OF ROSEVILLE, a municipal corporation

FUHRMAN LEAMY LAND GROUP, a California corporation

BY

DOMINICK CASEY City Manager

and

BY

its:

its:

ATTEST:

BY:_

SONIA OROZCO City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: ______ ROBERT R. SCHMITT City Attorney

APPROVED AS TO SUBSTANCE:

BY: <u>JIL GELLER</u>

Parks, Recreation & Libraries Director

EXHIBIT "A"



Tara Gee City of Roseville Parks, Recreation & Libraries 316 Vernon Street, Ste. 400 Roseville, CA 95678

RE: On-Call Landscape Architectural Services Plan Review

FEE SCHEDULE

Fees for plan review services on an average of 18-20 hours per month is estimated in the amount of two thousand eight hundred and fifty dollars (\$2,850.00)

I hope that this proposal meets with your approval as we look forward to the opportunity working with the City of Roseville. If you have any questions or concerns regarding this proposal please feel free to call me.

Respectfully submitted,

Levin dearry

Kevin C. Leamy, ASLA Vice President



REQUEST FOR PROPOSALS #13-082 ON-CALL LANDSCAPE ARCHITECTURAL SERVICES





















April 24, 2020 Submitted to: City of Roseville Attn: City Clerk Department 311 Vernon Street Roseville, CA 95678

2140 PROFESSIONAL DRIVE SUITE 115 ROSEVILLE, CA 95661 (916) 783.5263 (LAND)



City of Roseville 311 Vernon Street Roseville, CA 95678

RE: REQUEST FOR PROPOSALS #13-082 FOR ON-CALL LANDSCAPE ARCHITECTURAL SERVICES

With great enthusiasm we would like to start by saying that I am very interested in working with the City of Roseville Parks, Recreation and Libraries Department of future development projects. At your request, we are pleased to submit the following response for review and consideration for the professional consultant services. Among the attributes of our firm is a constant focus on quality professional services and design products in all facets of our projects.

Fuhrman Leamy Land Group is a "hands-on approach" firm, full principal involvement, committed throughout all phases of the project. The commitment to principal level involvement and the sensitive and creative design solutions that 50 years of combined experience promotes is an important aspect of our professional services. We believe that this business concept, and our related project experience, distinguishes our firm as being fully capable to perform the services and adhere to the requirements described in the RFP. We have received and our response includes Addendum #1, dated March 20, 2018, Addendum #2, dated April 6, 2020 and Addendum #3, dated April 15, 2020.

Park and recreation projects generate a great deal of enthusiasm among the firm's staff members and subconsultants. We enjoyed working with the city on the recently completed Richard and Pauline Roccucci Park and have assembled the same design team for this response. As enthusiastic team members, we look forward to the opportunity of working with you and the Roseville Parks, Recreation and Libraries Department staff on future development projects.

We sincerely appreciate your consideration of Fuhrman Leamy Land Group in reviewing our proposal.

Sincerely,

Steven Fuhrman, ASLA President 916.783.5263 stevef@fllandgroup.com



TAB A - FIRM QUALIFICATIONS

BACKGROUND:

Fuhrman Leamy Land Group ("FLLG") is a landscape architecture and land development services company founded on a bold, trans formative vision of design and service. FLLG pushes its greatest talent to the client through a new model of operating the firm for better outcomes and client satisfaction. FLLG partners eliminate the layers of operations that can impede concise understanding and speed to ensure the client is getting the value of 50 years of experience first hand, every time. FLLG partners understand the importance of streamlined operations providing intimate knowledge of each component of a project from concept to design to installation to maintenance. We have ambitious goals - dramatically increase partner involvement, innovate sustainable solutions, radically improve service levels and production time, and lower costs. FLLG partners combine active involvement in the industry and advanced professional designations to rise above the status quo. Equally important to us is our community and the lifestyle it provides, which our work has a direct impact. Our partners are recognized volunteers for the betterment of our local markets and its residents with leadership or participation in over 6 advisory committees or charitable organizations. The FLLG engagement is a comprehensive solution driven model with thoughtful process with highly trained people, supported by flexible, superior technology. Our integrated technology and administrative systems are designed around the complete development process to ensure a favorable client experience. FLLG works closely with our clients to create an endurable, affordable, and valuable plan and design. We mitigate risk by recognizing the client's needs and desires early and maintaining those needs as first priority.

PHILOSOPHY:

FLLG was established to provide the construction community with quality professional landscape architectural services that focus on aesthetics and simple, yet bold, design solutions that are rooted in both the functional and user-responsive principals. Using a balanced approach in combining traditional and innovative design, in traditional Design-Bid-Build, or Design-Build delivery methods, we believe in anchoring each project with a sense of identity, and promoting the Client's vision, all the while maintaining a balance between project image, construction costs, and long-term maintenance requirements.

GOAL:

As creative problem solvers, our ultimate goal is to work closely with the project development team and provide both the Client, and the user, with the kind of landscape improvements that promote civic pride, improve the quality of life within the community, enhance the overall community aesthetic, and create an enduring sense of place.



TAB A - FIRM QUALIFICATIONS

PROFESSIONAL SERVICES PROVIDED BY FLLG:

PROJECT PROGRAMMING

Specific Plans/Design Guidelines Community Workshops, User Surveys and Analysis Opportunities/Constraints Studies/Site Analysis Facility Programming and Schematic Studies Budgetary Cost Analysis Public Presentations ADA Review MASTER PLANNING

Facility Layout and Site Specific Planning Development Guidelines and Site Planning Visual Simulation and 3D Modeling Pedestrian/Bicycle Circulation Systems Green: Industry and LEED AP certification Open Space/Greenbelt/ and Oak Mitigation Planning Roadway Corridors & Utility Easements Native Tree Mitigation Plans Grading Studies and Storm Water Pollution Prevention Plan Parks and Recreation

CONSTRUCTION DOCUMENTS/ADMINISTRATION

Grading and Drainage Design and Earthwork calculations Planting Design Water Conservation and Management and Irrigation Design Athletic and Recreation Design Construction Cost Estimating Letting of Bids and Construction Administration Parking structure and rooftop design Water Feature and Water Play Design Bike and Trail design and profile

PROFESSIONAL SERVICES PROVIDED BY SUB-CONSULTANTS: FLLG has teamed with TSD Engineering, Stanton Engineering, and KPFF Consulting Engineers to provide the City of Roseville with a full service team.

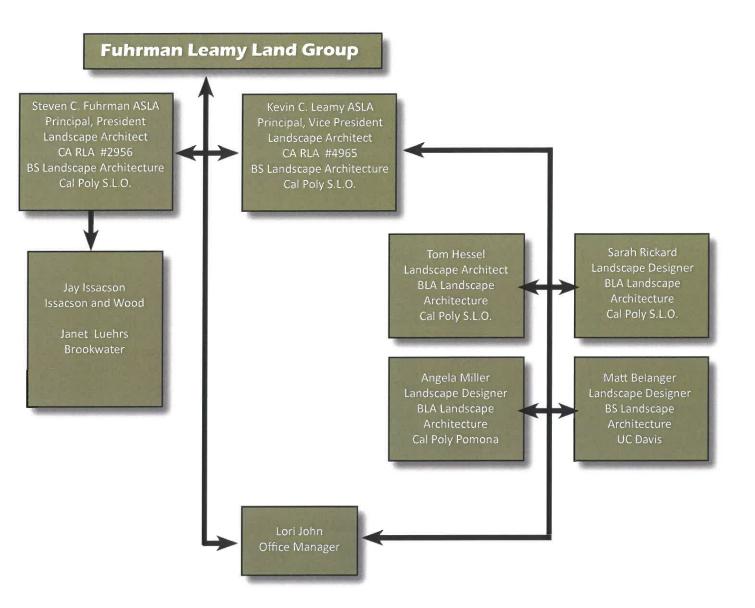
TSD Engineering, Inc. will provide civil engineering and surveying services.

Stanton Engineering will provide electrical engineering services.

KPFF Consulting Engineers will primarily provide structural engineering services, but can also provide civil engineering and surveying services as needed.



TAB A - FIRM QUALIFICATIONS



In the last 5 years, Fuhrman Leamy Land Group has maintained a firm of 7 people. On a as needed basis, FLLG has a trusted network of consultants that we use to help support work flow. These consultants include Jay Issacson at Issacson and Wood (Landscape Architect) and Janet Luehrs at Brookwater (Irrigation Consultant).



CHERRY BLOSSOM PARK - ELVERTA, CA

Client: SILVERADO HOMES & NORTH HIGHLANDS RECREATION & PARK DISTRICT

Description: Cherry Blossom Park is the first new park built in the district in 15+ years. Working in collaboration with Silverado Homes, NHRPD & County of Sacramento, FLLG provided all design services for this 3 acre park. The park includes 5-12 & 2-5 play equipment, two separate picnic areas, large turf play area, and a large detention basin. Grading of the park was designed to provide views from the adjacent houses, limit organized play of the turf area, and drain to the detention basin. A native transition buffer zone separates the manicured park and detention basin. FLLG work carefully with the NHRPD to update the development standards for this and future parks in the district.

Professional Services rendered: 2018-2019 Deliverables: preliminary design, construction documents, specifications, cost estimates, and construction administration





BATEY & WACKMAN PARKS - ELK GROVE, CA

Client: COSUMNES COMMUNITY SERVICES DISTRICT

Description: Acting as the prime consultant for on call services for the Cosumnes Community Services District FLLG has provided design, contract documents and programming services for numerous parks within the CCSD system. Much of the work involves retrofits, upgrades, as well as new park design. The park sites include, fields, play structures, picnic areas, horseshoes pits, a par course for adults, a meditation patio, large turf areas for play, and themed gardens.

Professional Services rendered:2018-2019Deliverables:construction documents, specifications, cost estimates, and construction administration





WILLARD PARK - ROCKLIN, CA

Client: IHP CAPITAL PARTNERS / CITY OF ROCKLIN

Description: Acting as the Landscape Architect of Record for Whitney Ranch, FLLG provided design development, construction documents, and construction administration for this 4.7 acre neighborhood park. FLLG worked closely with the City of Rocklin to develop a park that ties into their Parks Masterplan and provided the desired amenities; accessible play equipment, picnic areas with drinking fountain, and large turf area. The City of Rocklin was very excited as this is the first accessible park in the City; featuring rubberized play surfacing, ramped access, musical and sensory features, and other amenities for children of all abilities

Professional Services rendered: 2018-2019

Deliverables: preliminary design, construction documents, specifications, cost estimates, and construction administration





JOHNSON SPRINGVIEW SPLASH PAD & PICNIC PAVILION, CA

Client: CITY OR ROCKLIN

Description: FLLG worked closely with City of Rocklin staff to develop plans to redevelop the existing picnic pavilion at Johnson Springview Park and add a splash pad. FLLG coordinated with Poligon, Vortex and site furnishings manufacturers to bring this fast track project to bid in 6 weeks.

Professional Services rendered: 2019-2020 Deliverables: preliminary design, construction documents, specifications, cost estimates, and construction administration

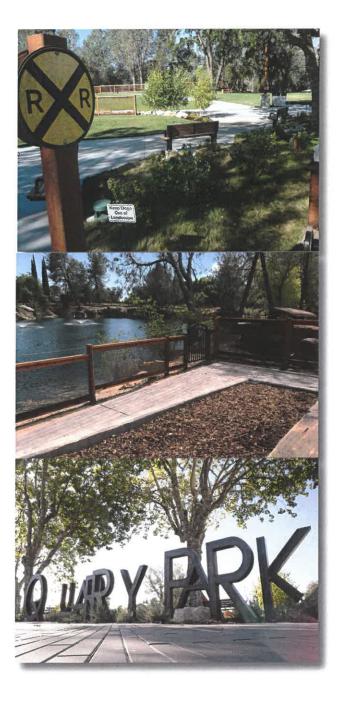
CENTRAL PARK PHASE 3 - ROSEVILLE, CA

Client: CITY OF ROSEVILLE

Description: FLLG worked closely with City of Roseville staff to develop Phase 3 of Central Park. FLLG was able to expand the previously designed Phase 2 improvements (play structure, plaza, and picnic area), to prepare drawings to complete Central Park. The main features of Phase 3 includes two softball fields, the restroom building and the Highland Park Street frontage.

Professional Services rendered:2014 - ongoingDeliverables:construction documents, specifications, cost estimates, and construction administration





City of Rocklin Mr. Matt McClure - Public Services Manager 4081 Alvis Court Rocklin, CA 95677 (916) 625-5277 matt.mcclure@rocklin.ca.us Project: Johnson Springview Park

Cosumnes Community Services District Ms. Sheri Noblett - Senior Landscape Architect 8820 Elk Grove Blvd., Ste. 3 Elk Grove, CA 95624 (916) 405-5337 sherinoblett@csdparks.com Projects: Batey & Wackman Parks

> IHP Capital Partners Mr. Peter Bridges - Senior Vice President 6540 Lonetree Blvd., Suite 200 Rocklin, CA 95765 (916) 246-0951 pbridges@ihpinc.com Project: Willard Park

North Highlands Recreation & Park District Mr. Larry Mazzuca - District Administration 6040 Watt Avenue North Highlands, CA 95660 (916) 332-7440 larry@nhrpd.org Project: Cherry Blossom Park



TAB C - QUALIFICATIONS OF TEAM

The Design Team headed by Fuhrman Leamy Land Group including TSD Engineering, Inc. (Civil and Surveying), Stanton Engineering (Electrical) and KPFF Consulting Engineers (Structural), is prepared to provide the City of Roseville Parks, Recreation and Libraries Department with all professional services required in the Request for Proposals.

FUHRMAN LEAMY LAND GROUP

Steve C. Fuhrman, ASLA - President

Mr. Fuhrman will be the prime contact for the City in regards to all correspondence all will oversee all aspects of the project.

Kevin C. Leamy, ASLA - Vice President Mr. Leamy will be the Project Manager and will coordinate all project designers and sub-consultants.

Being a smaller service based company, we feel this is the most effective method to keep information flowing correctly and to ensure that it is disseminated to all appropriate parties. Fuhrman Leamy Land Group will set the protocols for contacts and flow of data and information, and we will be responsible to keep all team members and client on schedule.

TSD, ENGINEERING, INC. Civil Engineering & Surveying

Chris Schulze, PE - President Mr. Schulze will oversee all civil and surveying services.

Casey Feickert, PE - Vice President Mr. Feickert will provide civil engineering services for wet utilities and stormwater controls.

John Klamm, PLS - Land Surveyor Mr. Klamm will provide surveying work.

STANTON ENGINEERING Electrical Engineering

Ed David - Principal Electrical Engineering Mr. David will oversee all electrical engineering services.

John Lisinski - Electrical Designer Mr. Lisinski will provide electrical engineering services.



TAB C - QUALIFICATIONS OF TEAM

KPFF CONSULTING ENGINEERS Structural Engineering

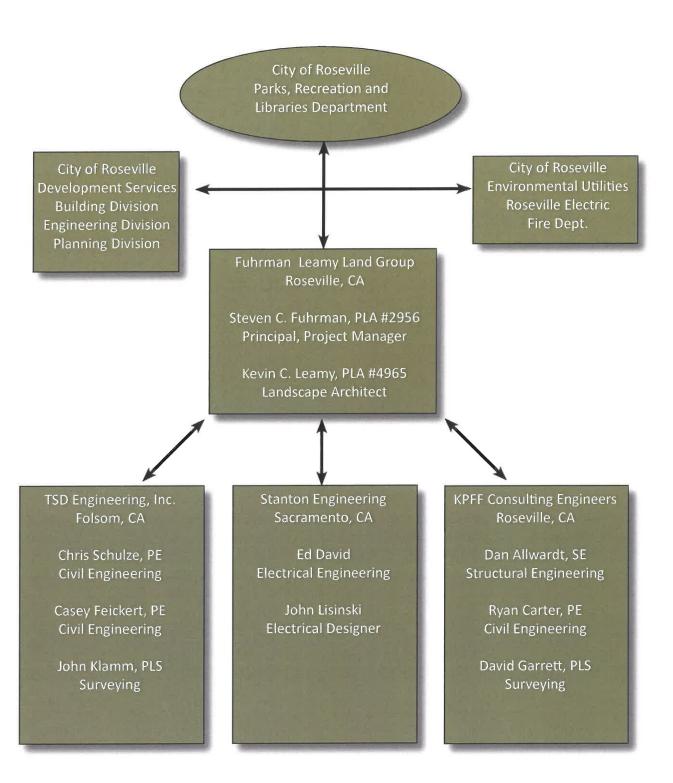
Dan Allwardt, SE- Managing Principal Mr. Allwardt will oversee all structural services.

Ryan Carter, PE - Associate Mr. Carter will provide civil engineering services for wet utilities and stormwater controls.

David Garrett, PLS - Land Surveyor Mr. Garrett will provide surveying work.



TAB C - QUALIFICATIONS OF TEAM PROJECT TEAM ORGANIZATIONAL CHART





TAB C - QUALIFICATIONS OF TEAM KEY PERSONAL RESUMES

Mr. Fuhrman has over 35 years of diversified experience in the practice of landscape architecture. Steve began his green industry career at 12 years old maintaining yards and delivering newspapers. Upon reaching high school he began working as a laborer, then field crew supervisor, and ultimately designer/ estimator and superintendent, for a small landscape design/build company in southern California.

Steve spent one year as a landscape architectural and field superintendent for Eaglecrest Development, a 1,200-acre community in East Placer County, CA. He was responsible for construction phasing and budgeting, site planning, passive solar applications, and on site and offsite construction supervision for Phase 1 infrastructure improvements. He also assisted the construction team in obtaining permits, and writing design guidelines and C.C. & R's.

In 1983 Steve maintained the role of Landscape Architect, and Project Manager for a medium sized landscape architectural firm in Sacramento, and as a Principal of his own firm Steven Fuhrman+Company from 1992 - 1998. His focus with these firms was on client satisfaction, problem solving, and responsive services that resulted in developing a network of repeat client that continues to this day.

In 1998 he founded and acted as Vice President for Land Architecture, Inc. He was instrumental in transforming Land Architecture, Inc. from a two person firm to over 15 staff and doubled gross profits in each of its first ten years.

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In 2011, as Principal and President he started Fuhrman Leamy Land Group. This new firm will take advantage

Steven C. Fuhrman, ASLA Principal, President

of Steve's refined skills in problem solving, and creative solutions in landscape architecture on projects with which he has extensive experience from residential communities, institutional, parks, site planning, and multi family projects. He has highly refined skills and is efficient in design development, contract document preparation. Steve possess advanced skills, in leadership, rainmaking, and devotes pro bono services to youth projects, and to Memorials for the Veterans and fallen public servants.

His credibility is based on his sensitivity to identifying programming and scheduling needs upon the onset of each project. He is drawn to innovative, cost-effective design solutions, and continually focuses his efforts on client service and responsiveness to client needs.

B.S. Landscape Architecture California Polytechnic State University, San Luis Obispo, California - 1983

Registration CA RLA 2956

Member American Society of Landscape Architects -

Treasurer California Central Valley Chapter of ASLA

Senior League Manager and 49er Youth Soccer Club Referee

Speaker - "Innovations in Parks and Recreation Development " 2009 CPRS Parks Development



TAB C - QUALIFICATIONS OF TEAM KEY PERSONAL RESUMES

Mr. Leamy has worked in the practice of landscape architecture for 25 years. Upon graduation from Cal Poly Kevin began his career in 1995 as a landscape designer and design consultant for large wholesale / retail Nursery. While working there, he used his interpersonal skills to formulate a long list of repeat and word of mouth clientele. He worked closely with Nursery Operation staff, contractors, distributors, as well as the general public defining his sale and marketing skills. He gained extensive knowledge in plant material types, and propagation while designing and selling high-end residential work. He was responsible for all homeowner residential consultation, design, and presentation. He followed each project through to completion, overseeing layout, product and plant material ordering, as well as general project construction administration.

In 1997 Mr. Leamy began his landscape architecture career as a production manager for a design-build firm in Northern California area of Auburn. Kevin worked on exclusive high-end residential and small-scale commercial projects. His duties were varied as he possesses many quality skills in communication as well as problem solving. He refined his design skills in site analysis, design development, project management, and construction documents, during his six years helping the firm to successive profitable years.

In 2004, Kevin joined the Roseville based Landscape Architecture firm, Land Architecture, Inc., as a Project Manager on numerous multi-family projects, and public benefit projects. He was responsible for quality control and timely delivery of submissions and meeting deadlines, and project budgets. In 2007 he became a limited shareholder and Principal with the Firm. In 2011 Kevin and Steve joined forces and started Fuhrman Leamy Land Group to provide their

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Kevin C. Leamy, ASLA Principal, Vice President

clients with a better option for design services. FLLG is focused on providing the skills of the principals to the clients through streamlined services with a focus on principal involvement.

Throughout his career, Mr. Leamy has developed a wide range of design skills and qualifications, which have enabled him to manage many successful projects that meet the needs of his clients.

Education:

B.S. Landscape Architecture California Polytechnic State University, San Luis Obispo, California - 1995

Registration: CA RLA 4965 NV RLA 765 CCN 3601 LEED AP CLIA

Affiliations: American Society of Landscape Architects—Member

California Certified Nurserymen

Certified Landscape Irrigation Auditor

Sierra Chapter of American Society of Landscape Architects— Board Member

Easter Seals - Board Chair



TAB C – QUALIFICATIONS OF TEAM FLLG STAFF RESUMES

Angela Miller - Landscape Designer / Project Manager

Mrs. Miller worked as a nurseryperson for Armstrong Nursery in Irvine, CA, from 1999 to 2000. While working there she attained an extensive working knowledge of ornamental plant material specific to the southern California regional landscape. From 2000 to 2001, Angela worked as a designer's assistant/office manager for a private designer of high-end residential landscapes in Harbor City, CA. While working there she achieved a significant understanding of office and project management and enhanced her design skills, functionally and graphically, in small and large space custom residential design.

Upon graduation from Cal Poly in 2002, Angela took up residency in Italy. After returning back to the states in 2005, she worked as a designer for Land Architecture, Inc. before starting her own residential/graphic design company in 2011 while starting a family. Angela transitioned back into commercial design after joining FLLG in September 2014. Coupling her appreciation for design and graphic communication with well developed technical and organizational skills, her responsibilities have included planting design, irrigation layout and design, material research and selection, grading and drainage, and graphic communications.

Tom Hessel, PLA - Landscape Architect / Project Manager

Mr. Hessel has nearly 15 years of diverse project experience drawing from high end design, CAD Management, and project management experience within the field of landscape architecture. His portfolio includes a broad variety of projects in the United States and abroad, including mixed-use commercial developments, municipal and institutional projects, as well as large-scale and high-end residential projects, and designing for design/build firms along the central coast. Pulling from all this experience, Tom is now focused on landscape architectural design with Fuhrman Leamy Land Group that incorporates ecology, rare and unusual plants, native and drought-tolerant plants, unique use of materials, dynamic hardscapes, water resource management, and sustainable design practices to produce informative, site-specific landscapes. His design sensibility is focused on amplifying the experience and perceptions of exterior space through manipulations of topography, plant materials and built form.

Sarah Rickard - Landscape Designer

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Ms. Rickard graduated from California Polytechnic State University, San Luis Obispo in 2006 with a Bachelor's degree in Landscape Architecture. Sarah started her career with VanderToolen Associates and worked their from 2006 to 2008. In 2009 she started her own design firm focused on private residential projects. Sarah oversaw multiple projects in all phases of design, development, installation and subcontractor coordination. Her projects were committed to environmentally responsible design choices to create sustainable, functional and aesthetically pleasing landscapes. In 2016, Sarah took her skills to Green Acres Nursery & Supply, focusing on planting design and contractor sales. Sarah joined Fuhrman Leamy Land Group in July 2019, and has been a huge asset with her vast plant knowledge.



TAB C - QUALIFICATIONS OF TEAM SUB-CONSULTANT TEAM

TSD ENGINEERING, INC. Civil Engineering

TSD Engineering, Inc. (TSD) is a locally owned and operated civil engineering and surveying firm established in June 2003. Professional Design Services provided include; Feasibility Analysis, Entitlements, Site Programming/ Development, Parking Lot Design, Hardscape Design, Park Development, Roadway Design, Parking Lot Improvements, Accessible Compliance Design, Grading, Earthwork Modeling, Hydrology & Hydraulics (including runoff calculations, pipe hydraulics, and pond sizing), Storm Drain Design, Water Quality (BMP/LID) design, Water System design, Sanitary Sewer System Design, NPDES Storm Water Pollution Prevention Plan, Erosion Control, Mapping & Surveying, Construction Staking, Project Coordination, Scheduling, Project Management, Construction Support Services, Boundary Surveying, Utility Survey, ALTA Survey and Site Accessibility Surveys. TSD has provided the above services for a variety of projects including but not limited to; schools, churches, parks, road projects, road intersection projects, accessibility site surveys & compliance recommendations (meeting both Federal and State requirements), commercial, retail, industrial, multi-family residential, townhomes, condominium, single-family residential land development projects, Zoo projects, sewer force main projects, storm drain outfall projects, trunk sewer projects, and fueling stations throughout the state of California and Northern Nevada.

TSD has earned the respect of clients and associates by maintaining close control of all its projects. Through dedication to service and word-of-mouth reference from satisfied clients and agencies, TSD's client-base continues to grow. By having a closely knit office, we can guarantee that our projects be completed from start to finish by the project manager who initiates the job. This level of service has kept our clients coming back.

STANTON ENGINEERING Electrical Engineering

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Stanton Engineering is a multi-disciplinary MEP design firm located in Sacramento. Our Chief Electrical and Mechanical Engineers have 80+ years of combined experience. We design all aspects of mechanical, electrical, and instrumentation/controls systems for a variety of projects including: Parks/Recreation, Higher Education, K-12, Hospitality, Cultural, Retail, Office, Mixed-Use, Residential, Healthcare, and Labs.

Stanton Engineering provides a single source responsibility for design, engineering, consulting, commissioning, and construction services. We are proficient in all delivery methods including design/bid, design/build, design assist, and integrated project delivery. Our approach to MEP system design includes a concentration on spatial coordination of systems, and detailed, constructible design documents.

At the onset of each project, we establish a strong partnership with each of our clients, listening and discussing the project needs in order to deliver high-quality designs within budget and on schedule. We design systems that provide productive, flexible and economical operations.



TAB C – QUALIFICATIONS OF TEAM SUB-CONSULTANT TEAM

KPFF CONSULTING ENGINEERS Structural Engineering

KPFF Consulting Engineers provides structural and civil engineering and surveying services to architects, government agencies, developers and contractors for projects with a wide range of functions. Established in 1960, KPFF has offices in Sacramento, Los Angeles, Irvine, San Diego, San Francisco, Long Beach, Boise, Seattle, Spokane, Tacoma, Lacey, Portland, Eugene, New York, Saint Louis, Louisville, Chicago, Salt Lake City, Des Moines and Washington DC.

KPFF brings a great many technical qualifications and resources to the table when we join a design team. The most valuable attribute that KPFF offers is the people who are our firm. The cornerstone of our philosophy is the freedom individuals have to seek creative and economic solutions for our client's structural and civil needs and to participate as a team member in exploring the broader issues involved in projects today.

KPFF Sacramento was established in 2003 to better serve the architectural and construction industry in California's Central Valley. The Sacramento office has a team of 40 comprising structural engineers, civil engineers and surveyors. Our team will continue to be successful by listening to our client's needs, communicating well, and providing excellent technical expertise and superior service.

KPFF's structural engineers design a wide range of projects including: civic, commercial, office, and corporate headquarters buildings; residential and retail facilities; industrial, educational, healthcare and high-tech facilities, correctional facilities, as well as bridges and waterfront structures, using all types of construction techniques and materials. Our structural engineers place emphasis on continually improving their expertise in the design of structures. Our work with architectural firms, developers, contractors and public clients provides motivation to conceive more economical, efficient and constructible structural systems. Our firm is also recognized as a leader in structural design of building elements including seismic analysis and curtain wall design.



TAB C – QUALIFICATIONS OF TEAM SUB-CONSULTANT RESUMES

TSD ENGINEERING, INC.

Chris Schulze, PE - President

As Founder and President of TSD Engineering, Chris Schulze is responsible for all aspects of project management, project programming, entitlements, construction drawings design, processing for approvals, bidding, and construction support services. Mr. Schulze's experience is based on a 27 years of entitlement and design procurement of projects. His portfolio includes schools (including both additions and ground up new construction), churches, parks, road improvements, parking lot design, Storm Water Quality Design (BMP's), underground infrastructure design, industrial facilities, warehousing facilities, single and multi family residential developments, commercial shopping centers, and national retailers. His vast experience is reflected in the many successful projects that TSD has undertaken.

Casey Feickert, PE - Vice President

Throughout Mr. Feickert's 24 years of experience in civil engineering design and construction inspection, he ensures that projects are completed to the clients' satisfaction and in accordance with public agency standards, from planning to final inspections. His experience includes coordination of the permitting and approval process; overall design, design management including the production of site, grading and utility plans, hydrology reports, earthwork and construction cost estimates; and construction inspection.

John Klamm, PLS - Land Surveyor

As a Land Surveyor, John Klamm has over 27 years of experience working on a variety of surveying and mapping projects ranging in both size and scope, including Boundary Surveys, Route Surveys, Topographic Surveys, Aerial Control Surveys, Construction Surveys, ALTA/ACSM Land Title Surveys, Subdivision Maps and Condominium Plans. Mr. Klamm has managed many projects from start to finish, encompassing the initial boundary & topographic survey, records research, boundary & easement determination, right of way acquisition, final mapping, and construction staking.

STANTON ENGINEERING

Ed David - Principal Electrical Designer

Mr. David has over 33 years of applied electrical engineering, project management, and design experience, in recreational, commercial, industrial, educational, and government projects. His experience covers a broad selection of project types from recreational, commercial, retail, and mixed use, to manufacturing and waterfront. Ed is a determined, observant engineer, who is flexible when working with clients and communicates well to both technical and non-technical people.

John Lisinski - Electrical Designer

Mr. Lisinski has 14 years of drafting and 6 years of design experience in the electrical engineering field. His diverse skillset includes project set-up, power and communication layout and design, one-line diagram design, branch circuit design, and conduit and circuit layout. George has years of experience working with AutoCAD, Revit, MEP, Microsoft Office Suite and Bluebeam. He has been involved in a wide range of project types including higher education, office, healthcare and public facilities, for new construction, remodels and campus master planning.



TAB C – QUALIFICATIONS OF TEAM SUB-CONSULTANT RESUMES

KPFF CONSULTING ENGINEERS

Dan Allwardt, SE - Managing Principal

As the managing principal of the Sacramento office for KPFF, Mr. Allwardt is responsible for client service, establishing fees, schedules, structural systems, and supervising the engineering, drafting and office staff. As principal in charge, Mr. Allwardt will be involved from the early conceptual stages through the construction administration phase. He is sac systems are implemented within the required budget parameters and design schedules resulting in a final product that is economical and constructible.

Mr. Allwardt has worked on a large variety of projects with varying degrees of complexity both from a structural systems design perspective and in regard to design and construction schedules.

Ryan Carter, PE - Associate Civil Engineer

As an associate with the Sacramento office of KPFF, Mr. Carter is responsible for client communication, supervision of engineering, survey and drafting personnel, project design and production, overall project coordination and construction administration. His experience includes over 20 years of civil design, consulting, and program management. Mr. Carter has designed and managed a wide variety of engineering projects throughout the western united states, managing project portfolios in excess of \$600m.

Mr. Carter has managed a wide variety of civil engineering projects throughout California, Nevada and Arizona, specializing in land development civil engineering. His experience has focused on school projects, commercial development, residential subdivisions, federal government and industrial.

David M. Garrett, PLS - Land Surveyor

Mr. Garrett has 20 years of experience in boundary recovery and analysis, survey computations, and construction staking, topographic surveying, aerial control, engineering design surveys, dimensional verification quality assurance surveys, and drafting. He has supervised multiple crews both in field and office operations. Mr. Garrett has extensive experience in boundary analysis and survey computations. Chief of party in boundary recovery, construction staking, quality assurance, and topographic surveys, utilizing conventional robotic total stations, and GPS surveys, including RTK and static.



TAB D - METHODOLOGY

DESIGN SERVICES:

We believe that each community, and project, is unique and must be evaluated in terms of defining and understanding a combination of issues from adjacent land use relationships, public agency interaction, general political climate, project specific programming and budget parameters, and long term safety, security and maintenance issues to name a few. Through communication with the City of Roseville Parks, Recreation & Libraries staff and the community, Fuhrman Leamy Land Group (FLLG) prides itself with developing projects that are creative, innovative and functional. Each project is designed on its own unique requirements, and not just a compilation of cookie-cutter pieces from previous work. We understand the nuances of long term maintenance requirements are strive to create a project that will not create issues down the road. Pulling from our past work experience with City of Roseville Parks, Recreation & Libraries we are completely aware of the services requested in the Request for Proposals.

CONSTRUCTION SERVICES:

Fuhrman Leamy Land Group recommends periodic visits to the site to familiarize itself with the general progress and quality of workmanship and compliance with the contract documents. On the basis of the site observations, FLLG keeps the Client informed of the progress of construction through written field report of observations and directives. The principals of FLLG have provided services on many Design/Build projects and feel that interaction of the team during construction is a valuable tool to deliver a quality project.

PROJECT MANAGEMENT SERVICES:

It is the design team's role, and responsibility, to establish workable and affordable design solutions programming efforts toward a "realistic" Phase 3 plan development. This is done by establishing project budgets early on in the programming stages, and estimating program elements and evaluating and tracking their collective cost impacts all the way through the improvement plan process. With a well defined budget and responsive design in place, the construction phasing and detailing should easily fall within the budget parameters as the projects continue to develop and are put out for bid. Exploration of additive alternates may prove to be the best way to achieve maximum value.

Steve has extensive experience in Master planning of projects as well as construction field experience. His skills in site development through construction are greatly responsible for projects being designed and executed in the field with no delays and in budget. The site soils and provisions necessary to accommodate field lighting will be important budget considerations during the design development phase.

TRACK RECORD IN MEETING TIMELINES:

Knowing the importance of meeting the project schedule, Fuhrman Leamy Land Group has created internal procedures that ensure all important design milestones are reached. Using Microsoft Office Project, along with over forty years of collective experience in design and construction, we are able to accurately estimate and track the design to construction process and continue to deliver projects on time.



TAB D - METHODOLOGY

BUDGET/COST ESTIMATING:

Fuhrman Leamy Land Group maintains a database of 30 years of experience in project construction bids for all of its projects. With over 90% of our projects being built we are able to maintain a current source of related raw material costs as well as trends in labor types and rates. This database, along with our contacts in the construction industry allows us to constantly update our construction costs. Fuhrman Leamy Land Group has consistently provided design services for projects in which we have delivered approvals on schedule and have kept construction costs within budget. We have also developed an enviable track record and respected rapport with the construction industry of providing quality improvement plans with minimal to no ambiguous documentation.

QUALITY ASSURANCE:

Per our office standard operating procedures, Fuhrman Leamy Land Group will implement its Quality Control Program on this project to ensure the most concise project for the City. Our program allows for the Principal in Charge and the Project Manager to review all documents of services before they are submitted to the Parks & Recreation Department for review. Early design decisions related to vertical elevations and site development are critical to the horizontal layout of any project. We are skilled in grading and drainage and self perform this design work in house. Sub-consultants are required to submit plans to Fuhrman Leamy Land Group a minimum of 5 days before plan submittal to ensure that all plans can be crosschecked and reviewed for consistency. All correspondence in reply to City and Public Agency back check is responded to in writing, outlining what the change was, where it is in the plan set, and why the change was made.

KNOWLEDGE OF STATE AND LOCAL REGULATIONS:

With over 50 years of professional experience in the tri-county region, the principals of Fuhrman Leamy Land Group are very familiar with the state and local regulations. By being involved with the North State BIA and holding industry accreditations and certifications (LEED AP, Certified Landscape Irrigation Auditor, EPA Water Sense Partner, California Certified Nursery Professional) the principals of FLLG maintain current knowledge of the industry trends and regulations.



TAB G - REQUIRED STATEMENTS / DOCUMENTS

ASSURANCE OF DESIGNATED PROJECT TEAM:

Fuhrman Leamy Land Group assures that the design team designated in this proposal will be the team providing professional services. If any changes need to be made due to unforeseen circumstances, the City will be notified to allow for City written approval prior to any changes being made.

CONFLICT OF INTEREST:

Fuhrman Leamy Land Group and the proposed design team do not have any conflict of interest regarding the procurement of any work related to this proposal.

INDEMNIFICATION AND INSURANCE:

Fuhrman Leamy Land Group does not have any issue with the indemnification section of the sample contract. Exceptions to the insurance requirements are outlined in Tab H.

The following list outlines the "standard" insurance coverage that is maintained by FLLG

1.	Professional Liability (Errors & Omissions)			
	1.1	Per Occurrence	\$1,000,000.00	
	1.2	Aggregate	\$2,000,000.00	
2.	General Liability			
	2.1	Per Occurrence	\$2,000,000.00	
	2.2	Aggregate	\$4,000,000.00	
	2.3	Auto Liability (Hired)	\$2,000,000.00	
	2.4	Auto Non Company Owned Vehicles	\$2,000,000.00	
3.	Worke	/orkers Compensation and Employees Liability		

\$1,000,000.00 3.1 Per Occurrence

PROPRIETARY INFORMATION:

Fuhrman Leamy Land Group confirms that nothing included with this proposal is proprietary.



TAB G - ATTACHMENTS

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Fuhrman Learny Land Group

NAME OF BUSINESS SIGNATURE O

Kevin C. Leamy, ASLA - Vice President NAME & TITLE, TYPED OR PRINTED

2140 Professional Drive, Ste. 115 MAILING ADDRESS

916.783.5263 TELEPHONE NUMBER

kevinl@filandgroup.com EMAIL

Type of Organization:

_____ Sole Proprietorship

X	Cor	nor	ation
	COL	pon	auon

CA State of Incorporation

Partnership

Limited Liability Company



TAB H - EXCEPTIONS

INSURANCE REQUIREMENTS:

Fuhrman Leamy Land Group only has one exception to the Sample Contract. FLLG "standard" Professional Liability insurance is \$1,000,000 occurrence / \$2,000,000 aggregate not the requested \$2,000,000 occurrence / \$4,000,000 aggregate. We have spoken with our broker previously regarding obtaining the higher limits and he has not be able to find a company that will insure for that amount since our portion of the project is much less than that amount.

DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION: Per Addendum #1, DIR registration will be provided prior to contract reward.



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TAB I - COMPETENCY OF PROPOSERS

Fuhrman Leamy Land Group has not incurred any bankruptcies, liens, stop payment notices, lawsuits, arbitrations, mediations, or other similar actions filed or resolved within the last 7 years. FLLG has also not ever had a contract terminated for breach.

EXHIBIT "B"



TAB F - HOURLY RATES

FUHRMAN LEAMY LAND GROUP

Landscape Architecture: Principal Project Manager Landscape Architect Landscape Designer/Draftsperson Administrative Staff	\$190.00/HR \$150.00/HR \$120.00/HR. \$ 90.00/HR. \$ 65.00/HR.
TSD ENGINEERING, INC. Civil Engineering: Principal Engineer Professional Engineer Design Engineer Drafter	\$175.00/HR \$140.00/HR \$125.00/HR \$ 95.00/HR
Surveying: Licensed Surveyor Technician Drafter Field Crew - 2 person Field Crew - 1 person	\$170.00/HR \$125.00/HR \$ 95.00/HR \$250.00/HR \$190.00/HR
STANTON ENGINEERING Electrical Engineering: Principal Senior Engineer Senior Designer Designer/Drafter Administrative Staff	\$210.00/HR \$190.00/HR \$170.00/HR. \$125.00/HR. \$75.00/HR.
KPFF CONSULTING ENGINEERS Structural Engineering, Civil Engineering & Surveying: Principal in charge / Engineer of Record Project Manager / Senior Engineer of Surveyor Project Engineer / Surveyor Design Engineer / Surveyor Senior Drafter / Modeler	\$195.00/HR \$170.00/HR \$140.00/HR \$120.00/HR \$120.00/HR

Survey Party Chief Survey Field Technician

Drafter / Modeler

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REIMBURSABLE EXPENSES:

The City of Roseville would be requested to pay for reproduction services, soil fertility testing and mileage.

\$ 95.00/HR \$185.00/HR

\$ 85.00/HR