

RESOLUTION NO. 2011-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING A DESIGN PROFESSIONAL SERVICES
AGREEMENT WITH QUESTA ENGINEERING CORPORATION FOR THE
COPELAND CREEK BIKE PATH RECONSTRUCTION, CITY PROJECT NO. 2010-08**

WHEREAS, on April 27, 2010, the City Council adopted Resolution No. 2010-42 amending the FY 2008-09 Five-Year Capital Improvements Plan to include the Copeland Creek Bike Path Reconstruction, City Project No. 2010-08 (the "Project");

WHEREAS, on March 14, 2011, staff issued a Request For Proposals ("RFP") for the Project to identify a qualified consultant/design team that can assist the City with the design, bidding and Federal funding compliance of the Project; and

WHEREAS, the City received three proposals on April 4, 2011 and subsequently interviewed two firms to determine final selection;

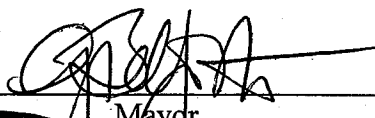
WHEREAS, the City project team chose Questa Engineering Corporation for an award of contract due to their experience and expertise in this particular type of work as demonstrated in the selection process.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Rohnert Park authorizes and approves a design professional services agreement by and between Questa Engineering Corporation and the City of Rohnert Park, a municipal corporation, for design and related services for the Copeland Creek Bike Path Reconstruction, City Project No. 2010-08, for a not-to-exceed cost of \$68,250.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute this agreement in substantially similar form as shown in Exhibit A and any changes or amendments up to 10% cumulatively of the original contract amount on behalf of the City of Rohnert Park.

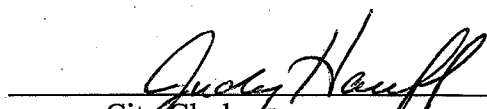
DULY AND REGULARLY ADOPTED this date of May 24, 2011.

CITY OF ROHNERT PARK



Mayor

ATTEST:



City Clerk



AHANOTU: <u>AYE</u>	CALLINAN: <u>AYE</u>	MACKENZIE: <u>ABSENT</u>	STAFFORD: <u>AYE</u>	BELFORTE: <u>AYE</u>
AYES: (4)		NOES: (0)	ABSENT: (1) ABSTAIN: (0)	

City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928

DESIGN PROFESSIONAL SERVICES AGREEMENT
RE: Copeland Creek Bike Path Reconstruction Engineering Design Services

THIS AGREEMENT is entered into as of the _____ day of _____, 2011, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and QUESTA ENGINEERING CORPORATION, ("Design Professional"), a California corporation.

Recitals

WHEREAS, City desires to obtain engineering design services in connection with Copeland Creek Bike Path Reconstruction; and

WHEREAS, Design Professional hereby represents to the City that Design Professional is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Design Professional pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Subject to such policy direction and approvals as the City may determine from time to time, Design Professional shall perform the services set out in the "Scope of Work and Schedule of Performance" attached hereto as Exhibit A.
2. Time of Performance. The services of Design Professional are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. The services of Design Professional are to be completed not later than May 31, 2012. Design Professional shall perform its services in accordance with the schedule set out in the "Scope of Work and Schedule of Performance" attached hereto as Exhibit A. Any changes to the dates in this Section or Exhibit A must be approved in writing by the City.
3. Compensation and Method of Payment.
 - A. Compensation. The compensation to be paid to Design Professional, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit B. However, in no event shall the amount City pays Design Professional exceed Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$68,750).

Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment.

- (1) Design Professional shall submit itemized monthly invoices for work performed. City shall make payment, in full, within thirty (30) days after approval of the invoice by City.
- (2) Payments due and payable to Design Professional for current services must be within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Design Professional services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

C. Changes in Compensation. Design Professional will not undertake any work that will incur costs in excess of the amount set forth in Section 3(A) without prior written amendment to this Agreement.

D. Standard of Quality. City relies upon the professional ability of Design Professional as a material inducement to entering into this Agreement. All work performed by Design Professional under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Design Professional's field of expertise.

E. Taxes. Design Professional shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Design Professional.

F. No Overtime or Premium Pay. Design Professional shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends, unless specifically required by the applicable task order and authorized by City in writing. Design Professional shall not receive a premium or enhanced pay for work performed on a recognized holiday. Design Professional shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

G. Litigation Support. Design Professional agrees to testify at City's request if litigation is brought against City in connection with Design Professional's report. Unless the action is brought by Design Professional or is based upon Design Professional's negligence, City will compensate Design Professional for the preparation and the testimony at Design

Professional's standard hourly rates, if requested by City and not part of the litigation brought by City against Design Professional.

4. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Design Professional. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Design Professional to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

5. Duties of City. City shall provide all information requested by Design Professional that is reasonably necessary to performing the Scope of Work. City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

6. Ownership of Documents.

A. The plans, specifications, estimates, programs, reports, models, and other material prepared by or on behalf of Design Professional under this Agreement including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City, whether the Services are completed or not. Design Professional shall deliver all Documents to City, upon request at (1) the completion of the Services, (2) the date of termination of this Agreement for any reason, or (3) request by City in writing, or (4) payment of all monies due to Design Professional.

B. The Documents may be used by City and its officers, elected officials, employees, agents, and volunteers, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable without further employment of or payment of any compensation to Design Professional. If City desires to modify Documents before using them, City shall obtain written consent from Design Professional for any such modification, and such consent shall not unreasonably be withheld. If City modifies Documents without obtaining written consent from Design Professional, Design Professional shall not be liable to City for any damages resulting from use of such modified Documents, provided that the Design Professional was not a proximate cause of such damages.

C. Design Professional retains the copyright in and to the intellectual property depicted in the Documents subject to Design Professional's limitations and City's rights and licenses set forth in this Agreement. City's ownership interest in the Documents includes the following single, exclusive license from Design Professional: Design Professional, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Design Professional may author or create, alone or jointly with others, in or with respect to the Documents, including without limitation all analysis, reports, designs and graphic representations. City's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction.

D. Design Professional shall include in all subcontracts and agreements with respect to the Services that Design Professional negotiates, language which is consistent with this Section 6.

E. All reports, information, data, and exhibits prepared or assembled by Design Professional in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Design Professional shall not make any of these documents or information available to any individual or organization not employed by the Design Professional or the City without the written consent of the City before any such release. This provision shall not apply to information that (1) is already in the public domain, (2) was previously known by Design Professional, (3) Design Professional is required to provide by law, or (4) reasonably required by Design Professional to conduct its defense in a legal or similar proceeding, so long as Design Professional notifies City in writing before use of such information.

7. Employment of Other Design Professionals, Specialists or Experts.

A. Design Professional will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City. Any consultants, specialists or experts approved by City are listed in Exhibit D.

B. Design Professional represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Design Professional or under Design Professional's supervision, and all personnel engaged in the work shall be qualified to perform such services.

C. Design Professional shall make every reasonable effort to maintain stability and continuity of Design Professional's Key Personnel assigned to perform the Services. Key Personnel for this contract are listed in Exhibit D.

D. Design Professional shall provide City with a minimum twenty (20) days prior written notice of any changes in Design Professional's Key Personnel, provided that Design Professional receives such notice, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

E. Design Professional plans to retain the subconsultants listed in Exhibit D, who will provide services as indicated in Exhibit D.

F. Design Professional will not utilize subconsultants other than those listed in Exhibit D without advance written notice to the City. Design Professional will not utilize a subconsultant to whom the City has a reasonable objection. Subconsultants providing professional services will provide professional liability insurance as required in Exhibit C unless the City waives this requirement, in writing.

8. Conflict of Interest.

A. Design Professional understands that its professional responsibility is solely to City. Design Professional warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Design Professional shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If Design Professional discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Design Professional shall promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

B. Design Professional (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Design Professional's Services hereunder. Design Professional further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

C. Design Professional is not a designated employee within the meaning of the Political Reform Act because Design Professional:

(1) Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official other than normal contract monitoring; and

(2) Possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a)(2)).

9. Interest of Members and Employees of City. No member of the City and no other officer, elected official, employee, agent or volunteer of the City who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects its personal interests or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

10. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee, agent or volunteer of the City shall be personally liable to Design Professional or otherwise in the event of any default or breach of the City, or for any amount which may become due to Design Professional or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Design Professional shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against

any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Design Professional or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such negligence, recklessness, or willful misconduct includes without limitation the failure of Design Professional to disclose information known by Design Professional to be material to performing the Services. Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of such Indemnatee. Notwithstanding any provision of this Agreement to the contrary, the extent of Design Professional's obligation to defend, indemnify, and hold harmless shall be governed by the provisions of California Civil Code Section 2782.8.

B. Neither termination of this Agreement nor completion of the Services shall release Design Professional from its obligations under this Section 11, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement. If Design Professional fails to obtain such indemnity obligations from others as required, Design Professional shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

D. Design Professional's compliance with the insurance requirements does not relieve Design Professional from the obligations described in this Section 11, which shall apply whether or not such insurance policies are applicable to a claim or damages.

12. Design Professional Not an Agent of City. Design Professional, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

13. Independent Contractor. It is understood that Design Professional, in the performance of the work and services agreed to be performed by Design Professional, shall act as and be an independent contractor as defined in Labor Code 3353 and not an agent or employee of City; and as an independent contractor, Design Professional shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Design Professional hereby expressly waives any claim it may have to any such rights.

14. Compliance with Laws.

A. General. Design Professional shall (and shall cause its agents and subcontractors), at its sole cost and expense, comply with all applicable federal, state and local laws, codes, ordinances and regulations now in force or which may hereafter be in force during the term of this agreement. Any corrections to Design Professional's reports or other Documents (as defined in Section 6) that become necessary as a result of Design Professional's failure to comply with these requirements shall be made at the Design Professional's expense.

B. Updates. Should Design Professional become aware that the requirements referenced in subparagraph A above change after the date of a report or other Document is prepared, Design Professional shall be responsible for notifying City of such change in requirements. Design Professional will bring the Documents into conformance with the newly issued requirements at the written direction of City. Design Professional's costs for providing services pursuant to this paragraph shall be submitted to City as Additional Services.

C. Licenses and Permits. Design Professional represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Design Professional shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Design Professional is engaged. All products of whatsoever nature which Design Professional delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Design Professional's profession. Permits and/or licenses shall be obtained and maintained by Design Professional without additional compensation throughout the term of this Agreement.

D. Documents Stamped. Design Professional shall have documents created as part of the Services to be performed under this Agreement stamped by registered professionals for the disciplines covered by Design Professional's Documents as required by Section 6735 of the Business and Professions Code or any other applicable law or regulation. Design Professional shall not be required to stamp any documents not prepared under its direct supervision. The City will not be charged an additional fee to have such documents stamped. .

E. Workers' Compensation. Design Professional certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design Professional certifies that it will comply with such provisions before commencing performance of this Agreement.

F. Prevailing Wage. Design Professional and Design Professional's sub-consultants, shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at City Clerk's office. This provision to comply with prevailing wage laws takes precedence over the provisions of paragraph 3.E.

G. Injury and Illness Prevention Program. Design Professional certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

H. City Not Responsible. City is not responsible or liable for Design Professional's failure to comply with any and all of the requirements set forth in this Agreement.

15. Nonexclusive Agreement. Design Professional understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Design Professional as the City desires.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for Design Professional in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, as required by law, or as otherwise allowed by this Agreement.

17. Insurance. Design Professional shall provide insurance in accordance with the requirements of Exhibit C.

18. Assignment Prohibited. Design Professional shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of City and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. Termination.

A. If Design Professional at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its Services, or otherwise fails to perform fully any and all of the agreements herein contained, Design Professional shall be in default.

B. If Design Professional fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents or other materials (in paper and electronic form) prepared or used by Design Professional and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Design Professional under this Agreement; and/or (2) terminate Design Professional's right to proceed with this Agreement.

C. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Design Professional, whether located at Design Professional's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Design Professional shall not be entitled to receive any further payment under this Agreement until the Services are completely finished.

D. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Design

Professional. In the event of termination without cause, Design Professional shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Design Professional, as approved by City. The amount of any payment made to Design Professional prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Design Professional shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 19.C. shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under this Section 19 and Design Professional shall be entitled to receive only the amounts payable under Section 19.D..

20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Design Professional to perform any provision of this Agreement. Design Professional will be paid for satisfactory Services performed through the date of temporary suspension. In the event that Design Professional's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Design Professional's reasonable control, Design Professional's compensation shall be subject to renegotiation.

21. Entire Agreement and Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Design Professional and supersedes any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may only be amended or extended from time to time by written agreement of the parties hereto.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc.

shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City Engineer
 City of Rohnert Park - City Hall
 130 Avram Avenue, Second Floor
 Rohnert Park , CA 94928

If to Design Professional: Jeffrey H. Peters, Principal/Project Manager
 Questa Engineering Corporation
 1220 Brickyard Cove road, Suite 206
 Point Richmond, CA 94801

26. Design Professional's Books and Records.

A. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Design Professional.

B. Design Professional shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Design Professional's address indicated for receipt of notices in this Agreement.

D. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the City Manager's office. Access to such records and documents shall be granted to any party authorized by Design Professional, Design Professional's representatives, or Design Professional's successor-in-interest.

E. Pursuant to California Government Code Section 10527, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

27. Equal Employment Opportunity. Design Professional is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Design Professional will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Design Professional will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Design Professional further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28. Unauthorized Aliens. Design Professional hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

29. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

30. City Not Obligated to Third Parties. City shall not be obligated or liable for payment hereunder to any party other than the Design Professional.

31. Remedies Not Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

32. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

33. No Waiver Of Default. No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

34. Successors And Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

35. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work and Schedule of Performance
- B. Exhibit B: Compensation
- C. Exhibit C: Insurance Requirements to Design Professional Services Agreement
- D. Exhibit D: Key Personnel and Other Consultants, Specialists or Experts Employed by Design Professional
- E. Exhibit E: Design Consultant Requirements

36. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

37. News Releases/Interviews. All Design Professional and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.

38. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

39. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Design Professional hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Design Professional is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the City and Design Professional have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

QUESTA ENGINEERING CORPORATION

By: _____
Gabriel A. Gonzalez, City Manager

Date: _____
Per Resolution No. 2011-_____ adopted by the Rohnert
Park City Council at its meeting of May 24, 2011.

By: _____
Title: _____
Date: _____

QUESTA ENGINEERING CORPORATION

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance

6. PROJECT SCOPE AND WORK PLAN

Project Understanding

The Copeland Creek Bike Path is an off-street bicycle and pedestrian pathway along the north and south sides of Copeland Creek, serving residents, students and commuters, and providing an important neighborhood link between commercial uses, multi-family and senior housing, Rohnert Park City Hall and Rohnert Park Community Center, three schools, and Sonoma State University. This project, will reconstruct several damaged, non-contiguous segments of the 2-mile path to restore the path's full utility. The project will also remove invasive, non-native species that obscure creek views, create obstacles, and increase security concerns along the path. The City of Rohnert Park is seeking professional engineering design services to prepare PS&E, coordinate with City staff, Caltrans, utilities, and other regulatory agencies, and provide bid support services for the reconstruction project, with a summer 2012 construction goal. The project is primarily funded through the federal Transportation Enhancement (TE) Program; therefore, the PS&E package will include the documentation and exhibits necessary to satisfy Local Assistance Procedures Manual (LAPM) requirements to obtain E-76 approval for construction. The project will draw on an existing survey by Green Valley Consulting Engineers, a geotechnical study by LACO Associates, and will include coordination with an environmental and permitting consultant to address environmental constraints, and Winzler & Kelly for Caltrans coordination and City Engineering support.

We understand that due to the alignment of the existing bicycle/pedestrian pathway and space constraints, some portions of the reconstructed path will be of a non-standard, slightly narrower width than that recommended in the Caltrans Highway Design Manual, and that in these areas, the reconstructed width will still be greater than the existing width. Reconstruction will include removal of existing asphalt and concrete pathway and aggregate base for replacement with a new asphalt bicycle/pedestrian path, lime-treating and compacting underlying clay soils, adding and compacting new aggregate base (with hot mix asphalt), removal of non-native vegetation between the path and Copeland Creek and re-landscaping with native vegetation, and slightly relocating/adjusting some storm drain inlets.

Detailed Design Approach and Methodologies

We propose the following tasks for completion of the Scope of Work.

Task 1: Meeting with City Representatives and Data Gathering

1.1: Kickoff Meeting

We will meet with City staff to review project goals, scope, strategy, deliverables, and schedule. This meeting will refine work tasks, introduce key staff, and finalize the schedule. The kick-off meeting will also establish communication protocols between the City and the team to minimize disruption to the regular work of City staff. We will refine the scope and schedule for project deliverables.

1.1 Deliverables: Hard copies and electronic files of kick-off meeting minutes and updated project schedule within one week of meeting.

1.2: Data Review and Plan Sheet Compilation

We will assemble all pertinent City-provided information, including the Green Valley Consulting Engineers Survey, benchmark information, utility information, aerial maps, right-of-way information, the LACO Associates Geotechnical Engineering Report, pavement management data, and other information relevant to the project area. We will identify any outstanding issues that may possibly require further research.

1.3: Field Investigations

We will complete a site visit to verify design issues, and assess physical and environmental constraints. Additional field mapping will be conducted (as-needed) to delineate existing site conditions, and to identify any areas requiring more detailed site investigations and surveys. The field visit will include review of:

- Utilities, vaults, boxes, pavement, ingress/egress, overhead wires, underground lines (including utility company coordination);
- ROW line;
- Hydrology, drainage, flooding, and erosion conditions;
- Pathway area, overlook, and surface/sub-surface conditions
- Fencing;
- Existing vegetation, wetlands, and other biological features;
- Tree locations and conflicts;
- Location and condition of existing access roads, trails, and paved surfaces;
- Location and condition of existing culverts, drainages and crossings;
- Existing and anticipated user conflicts from adjacent uses.

Task 2: Evaluation of Bike Path Reconstruction Options and Technical Memorandum

2.1: Data Review, Project Site Mapping, Supplemental Topographic Surveys

We will review the relevant studies and identify their relevance in regards to the proposed project, permit needs, and mitigations to be included in the design. Information gathered from these sources will be abstracted or incorporated by reference with construction notes, and will provide the framework for mitigation design and other environmental project elements.

We will compile an engineering base map for the project area that is based on existing survey information, and supplement this information as needed with local surveying and information gathered from available orthophotography. We will prepare a Stormwater Pollution Prevention Plan (SWPPP)/Spill Control Plan as a mitigation measure, following July 2010 Construction General Permit requirements and 2010 Construction Handbook guidelines.

Task 2.1 Deliverables: Compiled base map and inset surveys suitable for PS&E; and SWPPP

2.2: Design Analysis/Design Approach

Based on our review of existing conditions and subconsultant information, we will develop bike path reconstruction design options for the entire project. We will evaluate each option based on ADA requirements, environmental concerns (including reducing impacts to adjacent trees), feasibility, quality,

cost, and engineering. We will coordinate with the City's Arborist as needed. We will prepare a draft Design Technical Memorandum describing our evaluation of each option, including typical reconstruction details for each pathway segment and recommended design approach. Following City review, we will incorporate comments into a final Technical Memorandum, including a preliminary Engineer's Estimate of Probable Construction Costs.

Task 2.2 Deliverables: Draft and final Design Technical Memorandum, in electronic and/or hard copy format, as desired by the City.

Task 3: Coordination with Utilities/Agencies and Design Approach

We consider this task to be an important aspect of the overall project, to ensure that all existing underground and overhead utilities are identified and sensitive environmental features are noted and reflected in the design, and to focus on problem solving and resolution of such issues as design, budget, schedule, utility, ROW, and environmental conflicts, and regulatory compliance.

We will coordinate, facilitate, and attend resource agency/utility coordination and project management meetings, including making presentations and answering questions, with the City, Caltrans, utility companies, and other interested agencies, as needed. We understand that other agencies involved may include California Department of Fish and Game, Sonoma County Water Agency, PG&E, AT&T, and others. We have budgeted for four coordination meetings for attendance by our Project Manager, Project Engineer and/or Project Landscape Architect; more meetings will be arranged if needed.

Task 3 Deliverables: Attendance at a minimum of four meetings (more, as needed), with City, Caltrans, interested agencies, and other subconsultants. Preparation of meeting agendas and minutes. Preparation of monthly progress reports, schedule updates and budget summaries.

Task 4: 50% Submittal (PS&E)

After the City has reviewed the final Technical Memorandum and confirmed the preferred design approach, we will refine the base maps, develop more detailed pathway plan and cross sections, and prepare Preliminary Plans in accordance with the Caltrans Standard Specifications (May 2006), Highway Design Manual, the state and federal ADA Standards, the City's Standard Plans and Specifications, and other accepted industry and regulatory standards. Pathway maps, cross sections, design components, and project costs will be prepared.

In this task, we will also assist the City in preparing the necessary Caltrans Local Assistance Program (LAP) documents and paperwork (including E-76, etc.) for submittal, including Design Exceptions, CEQA/NEPA compliance and mitigation requirements, Buy American provisions, etc. This will involve assisting the City with the necessary paperwork, closely following the LAP guidelines and procedures contained in the various handbooks on the Caltrans LAP Website. This is an important and often overlooked component of a project, and is especially important in making sure that the E-76 form for permission to proceed to project bidding and construction is obtained in a timely fashion. The key to successfully completing the LAP is in exactly following the program's steps and procedures, for instance in ensuring that there are adequate opportunities for DBE participation goals in construction bidding, that

prevailing wages are utilized, and that proper format and quality control went into all deliverables, from the field evaluation/review and PSR through preparation of final plans and specifications and cost estimates.

We will prepare Preliminary Engineering Plans and Draft Specifications (50% design completion) for the project as necessary to construct the project and implement the design intent of the conceptual design and the terms of funding requirements. The site plans and associated cross sections and details will include information on:

- Limits and type of bike path reconstruction, type of reconstruction.
- Demolition and site protection.
- Utility protection and relocation.
- Curb ramp upgrades.
- Drainage improvements, erosion control, Storm Water Pollution Prevention Plan.
- Grading, cut/fill, paving and striping.
- Landscape planting and irrigation plan (in accordance with the City's Water-Efficient Landscaping Ordinance).
- Signage and other site furnishings.
- Boardwalk, parking bays and bus turnout.
- Mitigation measures built into the design for avoidance/minimization of potential impacts to trees, sensitive species, and/or other environmental concerns raised in the CEQA/NEPA analyses.

We will coordinate with the City to confirm the inclusion of all necessary TE funding requirements in the Specifications. As noted previously, we will prepare the Caltrans Design Exception Fact Sheet for inclusion in the 50% submittal and ensure that "Buy America" provisions for US-made steel and iron are also included.

The preliminary cost estimate will be in the form of a completed bid sheet or schedule, showing quantities, unit prices, and total for all items of work. The basis for any recommended lump sum bid items will also be provided. We will work closely within the established construction project budget to maintain the project within budget goals. This may include, for instance, designating some non-critical work items as "Add Alternates," where appropriate.

Task 4 Deliverables: 50% plan submittal of PS&E and Caltrans E-76 Coordination. All design work will be completed using AutoCAD v 2010 and all text deliverables will be in PDF format. The deliverables will include both electronic and paper hard copy (3 sets). The format will be as approved by the City.

Task 5: 90% Submittal (PS&E)

The project will proceed through at least two design review stages, including updating the 50% design and preliminary cost estimate to develop progressively more detailed drawings, specifications and cost estimates for the 90% design completion stage, including an SWPPP. We will meet with the City to review the progress submittal package comments, address all comments in the preparation of the 90% submittal package, in addition to all pertinent LAPM items.

As requested in the RFP, we will ensure that testing specifications follow the City's Quality Assurance Plan, include any additional needed quality control measures to comply with and/or supplement federal requirements, and discuss any issues with the potential for jeopardizing project funding.

Task 5 Deliverables: 90% plan submittal of PS&E. All design work will be completed using AutoCAD v 2010 and all text deliverables will be in PDF format. The deliverables will include both electronic and stamped paper hard copy plans (3 sets) and signed specifications (2 sets). The format will be as approved by the City.

Task 6: 100% Submittal (PS&E Package)

We will meet with the City to review the 90% submittal package comments to be incorporated into the 100% PS&E Package, in addition to refinements based on our continued design efforts. We will address all City comments and prepare the 100% PS&E in accordance with City, Caltrans, and local standards and best engineering practices. This task will include preparation of the PS&E Checklist identifying critical federal requirements in accordance with LAPM Chapter 12. Our design engineer will sign the PS&E Certification for the City to submit to Caltrans, along with the PS&E Checklist and PS&E package.

Based on the 100% Engineering Plan, we will update the preliminary cost estimate to ensure that the project is within the funded budget while also providing Add Alternate options, should they be needed or desired.

Task 6 Deliverables: 100% PS&E (AutoCAD project drawings, Bid Documents, etc.) in electronic and hard copy format (three sets of full-sized plans, two copies of 1/2 sized plans, two copies of the specifications and two copies of the engineer's estimate); required LAPM documents and exhibits for PS&E submittal to Caltrans (2 copies)

Task 7: Final PS&E Submittal (Bid Set) & E-76 Submittal

Final Engineering Plans. We will prepare final bid documents (Construction Ready CDs) incorporating final comments from City staff and Caltrans and/or any other agency review, such as California Department of Fish and Game (if needed), SCWA, PG&E and AT&T (if not obtained earlier). These documents will provide the clear design intent of the project as well as clear direction to the contractor. These plans will include general notes, identification of existing conditions, demolition, staging, resource protection-ESAs, an overview and detailed sheets showing the proposed design, representative cross-sections and design details, planting plans, and any signage and site furnishings. A separate submittal will include the project SWPPP. We will make any needed Caltrans-required revisions the LAPM exhibits and documents.

Task 1.3 Deliverables: Deliverables will be a camera-ready set suitable for public bidding following the procedures of Caltrans and the City. All work products (AutoCAD project drawings, Bid Documents, etc.) will be submitted electronically, in addition to stamped and signed mylar drawings (25 copies) and bound Contract Specifications copies with a stamped and signed cover (one camera-ready and 25 copies).

Task 8: Bid and Award Phase Assistance

The project team will provide assistance to the City and its Construction Management Team during the bidding stage of the project in this task, including attending a pre-bid meeting, responding to bidder's questions and issuing any clarifications and addenda, providing bid review and tabulation, recommending bid award, preparing staff reports and other bid-related work as required, and preparing the Good Faith Effort Analysis and Award Package submittal to Caltrans.

Task 4 Deliverables: Bid review and tabulation, clarifications, etc. during Construction Bid Assistance phase; Good Faith Effort Analysis and Award Package submittal to Caltrans

7. PROJECT SCHEDULE

Figure 2 presents our anticipated project schedule; assuming an April 21, 2011 award date, we are prepared to complete the preceding Scope of Work by late October/early November 2012, enabling construction in summer 2012, as indicated in the RFP.

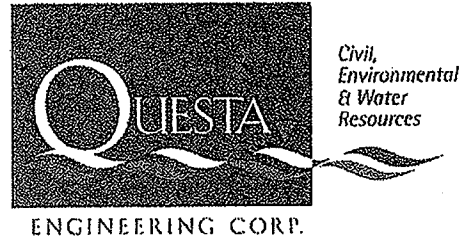
8. FEE INFORMATION

Our fee proposal and rate schedule are provided in a separate sealed envelope.

EXHIBIT B

Compensation

Exhibit "B"



April 4, 2011

Ms. Eydie Tacata, Management Analyst
City of Rohnert Park Development Services
130 Avram Avenue
Rohnert Park, California 94928
Fax: (707) 588-2238
Email: etacata@rpcity.org

Subject: Fee Information - Proposal for Proposal for Engineering Design Services:
City of Rohnert Park Copeland Creek Bike Path Reconstruction, Project No. 2010-08

Dear Ms. Tacata:

Our estimated not-to-exceed professional fees to complete the outlined Work Plan total \$68,750. Table 1 indicates anticipated staff hours and labor costs for each of the work tasks identified, in addition to expenses. Following is our standard fee schedule. Costs for insurance are included in our standard rates.

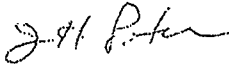
Table 1: Cost Estimate

TASKS	RATES AND HOURS							TOTALS	
	Principal-in-Charge/ Proj. Mgr.	Sr. Landscape Architect	Project Engineer	Engineering Associate	Associate Geologist (SWPPP)	Drafting/ GIS	Tech. Editor	Total Hours by Task	Total Fees by Task
	\$165	\$145	\$145	\$105	\$95	\$95	\$80		
Task 1: Meeting with City Representatives and Data Gathering									
1.1: Kickoff Meeting	3	3	3					9	\$1,365
1.2: Data Compilation	2	4	4	8	6	12		36	\$4,040
1.3: Field Investigations	3	3	3		6			15	\$1,935
Subtotal Task 1	8	10	10	8	12	12	0	60	\$7,340
Task 2: Evaluation of Bike Path Reconstruction Options & TM									
2.1: Data Review, Project Site Mapping, Supplemental Topographic Surveys	2	4	4			12		22	\$2,630
2.2: Design Analysis/Design Approach	4	4	4	18		6		36	\$4,280
Subtotal Task 2	6	8	8	18	0	18	0	58	\$6,910
Task 3: Coordination with Utilities/Agencies & Design Approval	16	16	16					48	\$7,280
Task 4: 50% Submittal (PS&E)	6	12	24	48	12	48	16	166	\$18,230
Task 5: 90% Submittal (PS&E)	4	12	18	24	18	24	12	112	\$12,480
Task 6: 100% Submittal (PS&E Package)	4	8	12	16	12	12	12	76	\$8,480
Task 7: Final PS&E Submittal (Bid Set) & E-76 Submittal	4	8	8	12	4			36	\$4,620
Task 8: Bid and Award Phase Assistance	2	4	8	8				22	\$2,910
SUBTOTAL HOURS	50	78	104	134	58	114	40	530	-
TOTAL LABOR BY TEAM MEMBER	\$8,250	\$11,310	\$15,080	\$14,070	\$5,510	\$10,830	\$3,200		\$68,250
DIRECT EXPENSES									
Reproductions, Misc. Supplies and Materials									\$200
Vehicle and Mileage									\$300
TOTAL EXPENSES									\$500
TOTAL PROJECT COST									\$68,750

April 4, 2011
City of Rohnert Park
Page 2

If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at the address below, by calling (510) 236-6114, ext. 206, or by emailing jpeters@questaec.com.

Sincerely,



Jeffrey H. Peters
Principal/Project Manager

JP/lh

Ref: 1000183L3

STANDARD FEE SCHEDULE

LABOR

Principals	\$165.00 – 180.00
Senior Professional	145.00 – 160.00
Professional	130.00 – 140.00
Associate Professional	95.00 – 120.00
Technical Staff	80.00 – 90.00
Drafting & Technical Writing	80.00 – 95.00
Administrative Staff	65.00 – 75.00

TRAVEL TIME

Travel time is charged at regular hourly rates.

DIRECT COSTS

All reimbursable, "out-of-pocket" expenses, not included in hourly labor rates, are billed as incurred at cost plus 15 percent. In-house charges, company equipment rental, and field supplies will be charged as used in accordance with the Schedule of Fees.

FEE CHANGES

Questa's labor rates are typically adjusted annually in February; the rates used in this proposal are firm for a minimum 120-day period.

IN-HOUSE CHARGES

Blueprints	\$ 2.00 per sheet
Reproduction	0.15 per page
Facsimiles	1.00 per page
Plots (Line/Bitmap, Color, Black & White)	2.00 / 4.00 / 8.00 per plot
Diskettes / Zip Disks / CD ROMS	0.75 / 12.00 / 2.00 per disk
Tolls	(at cost)
Postage	(at cost)
Vehicles	(\$22 per day, plus mileage)
Mileage	Current IRS Mileage Rate

SUPPLIES

Disposable Bailers	\$ 6.50 per bailer
Brass Sample Tubes (4" or 6")	3.50 per tube
Concrete Cylinders	6.00 per cylinder
Dye Tablets	10.00 per application

Prices may vary depending upon inventory stocks and supplier costs.

RENTALS

Stainless or Teflon Bailers.....	\$ 13.00 per day
Three-in-One/Depth/pH & EC Meters.....	33.00 per day
Pumps.....	50.00 per day
Flow Meters.....	75.00 per day
Generator.....	50.00 per day
Sewer Cable.....	50.00 per day
Line Locator.....	50.00 per day
FID/PID Meter.....	50.00 ½ day, 75.00 per day
Survey Equipment.....	75.00 per day
Total Station.....	85.00 per day
Concrete Testing Equipment.....	25.00 per day

	<u>Per Month</u>	<u>Per Week</u>	<u>Per Day</u>
Pressure Transducer.....	\$ 150.00	\$ 75.00	\$ 25.00
Turbidity.....	150.00	75.00	25.00
Data Logger & One Instrument.....	500.00	200.00	50.00
Rain Gauge Tipping/Bucket.....	100.00		
Nuclear Moisture Density Gauge.....	900.00	350.00	85.00

Rentals are at a ½ day minimum.

LABORATORY FEES

Moisture Content - Oven (ASTM D 2216).....	\$ 17.00
pH (saturated paste or 1:1).....	17.00
Conductivity (saturated paste or 1:1).....	17.00
Moisture And Density (ASTM D 2937).....	25.00
Sand Cone Tests.....	25.00
Wash through #200 Sieve (ASTM D 1140).....	50.00
Sieve Only with #200 wash.....	90.00
Hydrometer.....	90.00
Standard Proctor Compaction 4" Mold (ASTM D 698).....	125.00
Shrinkage Limit.....	120.00
Atterberg Limits (ASTM D 4318).....	140.00
Particle Size (ASTM D 422).....	150.00
Sieve and Hydrometer.....	150.00
Soil Classification (ASTM 2487).....	180.00
Standard Proctor Compaction 6" Mold (ASTM D 698).....	150.00
Modified Compaction 4" or 6" Mold (ASTM D 1557).....	200.00
Modified Compaction 6" Mold (ASTM D 1557).....	220.00
Concrete Cylinder Strength Testing.....	140.00

Other tests and volume discounts are available by quote.

EXHIBIT C

Insurance Requirements to Agreement For Design Professional Services RE: Copeland Creek Bike Path Reconstruction Engineering Design Services

Design Professional shall, at all times it is performing services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Design Professional will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Design Professional agrees to amend, supplement or endorse the existing coverage to do so. Design Professional acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Design Professional in excess of the limits and coverage required in this agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than \$2,000,000 (Two Million Dollars) each occurrence;
2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than \$2,000,000 (Two Million Dollars) each occurrence. If Design Professional or its employees will use personal autos in any way in connection with performance of the Services, Design Professional shall provide evidence of personal auto liability coverage for each such person.
3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum limits of \$1,000,000 (One Million Dollars) per occurrence.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Design Professional, subconsultants or others involved in performance of the Services. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

5. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Design Professional and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate.

6. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of insurance business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

7. General conditions pertaining to provision of insurance coverage by Design Professional. Design Professional and City agree to the following with respect to insurance provided by Design Professional:

A. Design Professional agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers, using standard ISO endorsement No. CG 2010 with an edition prior to 1992, or an equivalent. Design Professional also agrees to require all contractors, and subcontractors to do likewise.

B. No liability insurance coverage provided to comply with this Agreement, except the Business Auto Coverage policy, shall prohibit Design Professional, or Design Professional's employees, or agents, from waiving the right of subrogation prior to a loss. Design Professional agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

C. All insurance coverage and limits provided by Design Professional and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

D. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

E. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

F. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises, and City shall be responsible for the cost of any additional insurance required. Design Professional shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

G. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Design Professional's general liability policy, shall be delivered to City at or prior

to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this agreement in accordance with Section 19 of the Agreement.

H. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Design Professional agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

I. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Design Professional or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

J. Design Professional agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Design Professional, provide the same minimum insurance coverage required of Design Professional; provided, however that only subconsultants performing professional services will be required to provide professional liability insurance. Design Professional agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Design Professional agrees that upon request, all agreements with subcontractors and others engaged in the Services will be submitted to City for review.

K. Design Professional agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, consultant or other entity or person in any way involved in the performance of work on the Services contemplated by this agreement to self-insure its obligations to City. If Design Professional's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Design Professional, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

L. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Professional ninety (90) days advance written notice of such change. If such change results in additional cost to the Design Professional, and the City requires Design Professional to obtain the additional coverage, the City will pay Design Professional the additional cost of the insurance.

M. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

N. Design Professional acknowledges and agrees that any actual or alleged failure on the part of City to inform Design Professional of non-compliance with any insurance

requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

O. Design Professional will endeavor to renew the required coverages for a minimum of three years following completion of the Services or termination of this agreement and, if Design Professional is unable to do so, Design Professional will notify City at least thirty days prior to the cancellation or expiration of the policy or policies.

P. Design Professional shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Design Professional's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

Q. The provisions of any workers' compensation or similar act will not limit the obligations of Design Professional under this agreement. Design Professional expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its officers, elected officials, employees, agents, and volunteers.

R. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

S. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

T. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

U. Design Professional agrees to be responsible for ensuring that no contract entered into by Design Professional in connection with the Services authorizes, or purports to authorize, any third party to charge City an amount in excess of the fee set forth in the agreement on account of insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

V. Design Professional agrees to provide immediate notice to City of any claim or loss against Design Professional arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

Key Personnel and Other Consultants, Specialists or Experts Employed by Design Professional



JEFFREY H. PETERS
Principal Environmental Planner

M.S. University of California, Davis
B.S. Renewable Natural Resources University of California, Davis

Mr. Jeffrey Peters is a Principal with Questa Engineering Corporation and directs the firm's projects involving bicycle, pedestrian and other modalities. Mr. Peters has more than 30 years of experience in environmental planning and project management. He has managed and implemented numerous public access projects, including accessibility design, recreational trails in bay, shoreline and rural environments, urban design, streetscape planning, CEQA/NEPA review, railroad coordination and permitting, design documents, Caltrans Local Assistance coordination and construction observation.

Representative Assignments

Point Richmond-Point Molate Bay Trail. Principal for a feasibility study including extensive infrastructure challenges to provide a multiuse trail connection through the Chevron Refinery and Caltrans ROW in Point Richmond.

Los Ranchitos Bikeway Improvements. Principal and project manager for ADA accessibility retrofit, Class II bike lanes and Caltrans coordination for Marin County Nonmotorized Transportation Pilot Program.

Sir Francis Drake Streetscape, Ross. Urban design and streetscape elements associated with installation of one mile of accessible route for pedestrians in Marin County. Project includes evaluation of existing mature landscaping, preservation of existing aesthetic treatment, and incorporation of new infrastructure elements into highly visible environment.

Mill Valley Steps Lanes and Paths. Principal for design of new stair and path system in Mill Valley with associated infrastructure, aesthetic treatments. Project conformance with Caltrans LAP, including preparation of Visual Impact Assessment and PES/NESMI, all related studies and permitting.

Llagas Creek Multi-Use Path, Morgan Hill. Landscape architectural services including design of parkway improvements, plaza seating areas, landscape and irrigation design, project coordination, implementation assistance, construction observation for one mile multiuse path, retaining wall and pedestrian bridge.

Fremont Union Pacific Rail Trail. Planning and design services for seven mile trail to be completed parallel to BART in Fremont. Services included design, planning and permit strategy for project that includes on grade separation associated with rail crossing, as well as two new roadway grade separation sites.

Marin County Nonmotorized Transportation Pilot Program. Principal in charge for tasks encompassing project identification, selection and cost estimation for \$25 million program to encourage walking and biking as modes of transit.

Livermore Iron Horse Trail. Master planning and design for six mile trail including three grade separated pedestrian street overcrossings, one grade separation of existing rail line

(underpass), site improvements and funding and phasing strategy.

ABAG Bay Trail Gap Analysis. Principal for select tasks to identify, evaluate and estimate costs to close gaps in the Trail, a 500 mile trail system administered by Association of Bay Area Governments. Cost estimates & implementation methodologies have been utilized by the state Legislature, regional partners to develop budgets and allocate funding for improvements.

Capay Open-Space Park, Yolo County, California. Principal-in-Charge to develop a Master Plan for a 42-acre park and natural area straddling Cache Creek. The Master Plan includes a trail system, creek restoration, interpretive elements, educational pavilion, and visitor serving facilities, including parking, picnic and shade shelter areas, restrooms, an outdoor education area, and signage and interpretive elements.

Bob Jones Multi-Use Path, San Luis Obispo County. Principal-in-Charge for a proposed major regional trail as part of a planned City-to-Sea route to provide a continuous Class I recreational trail between the coast and the City of San Luis Obispo along 6 miles of SLO Creek. This report examined the physical and environmental constraints to establishing bicycle and pedestrian trails along three potential routes. Alternative trail alignments, design considerations, a preliminary engineering and design cost estimate, and right-of-way acquisition needs were also addressed.

Napa/American Canyon Bay Trail Projects. Principal in Charge for study identifying fatal flaws, preferred alignment, agency coordination PS&E, and implementation options for river oriented Class I trail along the Napa River, within American Canyon, and connecting to the City of Napa and future regional trail connections.

Green Valley Trail Design and Feasibility Study - California Coastal Trail Devil's Slide. Principal-in-Charge for identification and design of preferred route for trailhead facilities, including parking areas and 4-foot wide recreational trail to be constructed by Caltrans. Work included review and analysis of site biology, topography, and geotechnical issues and constraints. Trailhead design included provisions for pedestrian and vehicular use.



MARGARET HENDERSON, ASLA
Senior Landscape Architect

Registered Landscape Architect, California, License #1689
California Landscape Contractor C-27 #546439
B.S., Landscape Architecture, University of California, Davis

Ms. Henderson has over 30 years of professional experience as a landscape architect and urban designer. She creates sustainable designs that provide a safe and enjoyable user experience, yet fit within the urban context. She has designed parks, plazas, public access trails, site furnishings and interpretive elements for communities throughout California. She is certified in NHI Pedestrian and Bicycle Facility Design, including accessibility regulations. In addition, she is a certified Bay-Friendly Landscape professional, with a focus on the design of landscape elements, selection of plant materials and appropriate installation protocols to conserve resources and minimize long-term maintenance needs. As staff Landscape Architect for the cities of Novato and Hayward, she prepared numerous designs for medians, street trees, parkways, plazas, bridges, and city facilities, and she is keenly aware of the need for sustainable design in an era of limited municipal resources.

Representative Assignments

South Shoreline Bay Trail, Richmond. Landscape design for renovation of 1.5-mile trail segment to enhance neighborhood character and opportunities for outdoor activities and shoreline access, to plant more visually interesting, sustainable, drought-tolerant species appropriate for soils and microclimate conditions, and to provide water-efficient irrigation system.

Sir Francis Drake Streetscape, Ross. Urban design and streetscape elements associated with installation of 1 mile of accessible route for pedestrians in Marin County. Project includes evaluation of existing mature landscaping, preservation of existing aesthetic treatment, and incorporation of new infrastructure elements into highly visible environment.

Mill Valley Steps Lanes and Paths. Design of new stair and path system in Mill Valley with associated infrastructure, landscape and aesthetic treatments. Project conformance with Caltrans LAP, including preparation of Visual Impact Assessment and PES/NESMI, all related studies and permitting.

East Washington Soundwalls, Petaluma. Landscape architecture, including planting, irrigation, project coordination, implementation assistance, construction observation and aesthetic treatments for approximately two miles of soundwalls in a residential area of Petaluma, including project outreach and vegetation management protocols.

Rancho Potrero Equestrian Center and Street Improvement Project, Thousand Oaks. Site, streetscape and infrastructure design for 40-acre equestrian facility, including street reconfiguration, entryway landscaping, bioswales, irrigation improvements, stall configurations, parking and other design elements, PS&E and construction assistance.

Llagas Creek Multi-Use Path, Morgan Hill. Landscape architectural services, including design of parkway improvements, plaza seating areas, landscape and irrigation design, project coordination, implementation assistance, construction observation for 1-mile multiuse path, retaining wall and pedestrian bridge.

Mission Creek Bike path and Sewer Replacement, Fremont. Landscape architecture, including permitting, project design of landscaping, irrigation, outdoor seating areas, pedestrian bridge for 1-mile path and sewer replacement, Fremont.

Shollenberger Park, Petaluma. Shoreline river park designed to offer opportunities for public access and enjoyment of wildlife habitat within an urban setting. Project includes interpretive elements, fishing pier, art displays, entry plaza, restroom, three pedestrian bridges, and landscape and habitat restoration.

Lawrence Livermore National Laboratory Landscape Improvements, Arroyo Seco. Landscape and irrigation improvements, entryway landscaping and habitat restoration for Livermore campus.

Sears Point Ranch, Sonoma County. Landscape architecture planning and design for USFWS Refuge Headquarters, including grade separation improvements for Hwy 37 and SMART/NWP rail line.

Fremont Union Pacific Rail Trail. Planning and design services for 7-mile trail to be completed parallel to BART in Fremont. Services included design, planning and permit strategy for project that includes on grade separation associated with rail crossing, as well as two new roadway grade separation sites.



JEFFREY C. MARTIN, P.E.
Project Engineer

- B.S., Civil Engineering, University of California, Davis, 1990
- Registered Civil Engineer in California, 1998

Mr. Martin is involved in the planning, design, and construction management of infrastructure improvement projects. Mr. Martin has more than 20 years of experience in trails planning, environmental remediation, infrastructure improvement and construction management. He has designed and constructed numerous improvement projects, including Class I trail systems, Class II bikeways, Class III improvements, preparation of construction documents, permitting, and construction management. He has completed National Highway Institute certification in Bicycle Facility Design, including accessibility issues.

Representative Assignments

Los Ranchitos Bikeway. Marin County. Project engineer for completion of 1-mile bikeway gap project. Includes interagency coordination, public outreach, design, Class 1 and Class II improvements, permitting, cost analysis and implementation.

West Little Llagas Creek Trail Project. City of Morgan Hill. Project Engineer responsible for design and construction documents for installation of West Little Llagas Creek Public Access Trail. Public access element included design of 1 mile of ADA-accessible paved trail and one 50-foot pre-fabricated ADA-accessible bridge over West Little Llagas Creek.

Bob Jones Multi-Use Path, San Luis Obispo County. Project Engineer responsible for technical support of a feasibility study for a planned City-to-Sea route. The planned trail is part of a continuous Class I recreational trail between the coast and the City of San Luis Obispo along 6 miles of SLO Creek. This report examined the physical and environmental constraints to establishing bicycle and pedestrian trails along three potential routes. Alternative trail alignments, design considerations, a preliminary engineering and design cost estimate, and right-of-way acquisition needs were also addressed.

San Francisco Bay Trail, Wildcat Creek to San Pablo Creek, Richmond, California. Project Engineer for preliminary engineering/feasibility study to determine a recommended alignment and design of a trail segment connecting the existing Wildcat Creek Bay Trail Spur to San Pablo Creek. The project involved coordination with agencies and landowners, including West Contra Costa Wastewater District, West County Landfill, and East Bay Regional Park District, to develop an alignment, management recommendations, and design that minimizes conflict between trail users and plant operation.

Experience

2006 -	Project Engineer. Questa Engineering Corporation, Point Richmond, California
2004 - 2006	Project Engineer. Engineering/Remediation Resources Group, Inc., Concord, California
1998 - 2004	Project Engineer. Republic Services, Inc., Richmond, California
1995 - 1998	Site Engineer/Assistant Site Manager. Sanifill Corporation, Kekeha, Hawaii
1994 - 1995	Quality Control Engineer. C.W. Neal Corporation, Hollister, California.
1993 - 1994	Staff Engineer/Environmental Specialist. Blymyer Engineers, Alameda, California
1990 - 1993	Staff Engineer. GeoStrategies, Inc., Hayward, CA
1989 - 1990	Research Assistant. Traffic Safety and Alternative Fuel Studies, University of California, Davis, California

Top Flite Trail Bridge Installation Project. Marin County Open Space District. Project Engineer responsible for design and construction documents for the installation of four bridges along the Top Flite Public Access Trail in San Geronimo, California. Public access element included design of three 20-foot timber-framed and one 40-foot pre-fabricated ADA accessible bridges over seasonal streams in environmentally sensitive setting.

Bay Trail Feasibility Study/Preliminary Engineering Design, Sears Point Restoration Project. Sonoma Land Trust. Project Engineer responsible for technical support of feasibility study and preliminary design for a portion of the Bay Trail within the Sears Point Restoration Project. The public access element included design of ADA-accessible trail, one highway under crossing and one railway over crossing.

Old Lucas Valley Road Embankment and Culvert Repair Project and East Sylvestris Fire Road Culvert Replacement Project. Marin County Open Space District. Project Engineer responsible for design and construction documents for culvert removal, repair, and replacement, bank stabilization, drainage improvements, repair of damaged fire road surface and eroded downhill slope, and clearing and restoration of upstream debris rack.

BKK Landfill Storm Drain System Rehabilitation. State of California, Department of Toxics Substances Control. Project Engineer with EIRRG, responsible for the rehabilitation of failed storm drains in post-closure areas of the BKK Class I and Class III landfills. The project included design and cost estimate, preparation of work plans and construction documents, construction management, and construction quality control.



CARL H. NELSON, P.E.
Project Engineer

M.S., Structural Engineering, Mechanics of Materials, University of California at Berkeley, 1998
B.S., Civil Engineering, University of California at Davis, 1997
Registered Civil Engineer in California, 2000

Mr. Nelson serves as a project engineer with over ten years of professional experience. His specific interests include design, analysis, and development of community-based projects with special emphasis on sustainability and environmental stewardship, trail design, and sidewalk, roadway and bikeway plans and engineering design. He is very experienced in the design of sidewalks and curb ramps meeting ADA requirements while cognizant of also incorporating street maintenance and drainage needs. His background and training include study and practice in utility infrastructure, site development, erosion control, and appropriate technology. Mr. Nelson's experience with planning and engineering design encompasses infrastructure evaluation, regulatory research, community presentations, and construction document preparation, including legal and regulatory research, field testing and evaluation, preliminary and final design, construction document preparation, and construction management and observation. He has designed Class I trail improvements, Class II bikeways, and Class III improvements as well as improvements along streets. He has completed National Highway Institute certification in Bicycle and Pedestrian Facility Design, including accessibility issues.

Representative Assignments

- *Sir Francis Drake Pathway Improvements (Ross, CA).* Project Engineer for design of sidewalk, driveway modifications, curb ramps, and a paved pathway along .8 miles fronting Sir Francis Drake Boulevard, including improvements at Lagunitas and Bolinas intersections, drainage improvements and utility relocation.
- *Mill Valley Steps, Lanes and Paths (Mill Valley, CA).* Project Engineer for design of 6 Non-Motorized Transportation Pilot Program, (NTPP) pedestrian improvements including hillside stairways.
- *Sandra Marker Trail, (Larkspur, CA).* Project Engineer for design of Safe Routes to Schools access improvements.
- *Rancho Potrero Equestrian Facility (Thousand Oaks, CA).* Staff Engineer responsible for utility upgrade and replacement for large, publicly owned horse boarding and arena facility. Project improvements included new arena, fences, barns, public areas, pathway, sewer, storm water system, including extensive bioswale, and major upgrade to water main serving large rural residential area.
- *Wildcat Creek Bay Trail (Richmond, CA).* Design of one-mile trail for the East Bay Regional Park District. Improvements include a multi-use trail and wildlife protecting measures.
- *American Canyon Trail System.* Preparation of infrastructure improvements, permitting and coordination for a 2 mile Class I trail system to provide a riverfront trail connection for the City of American Canyon, Napa County. Work also included new trail head facility with curb-ramp, walkway, restroom, signage, and bench.
- *Capay Open Space Park, (Yolo County, CA).* Staff Engineer responsible for assisting with project structural elements, including pathway, shade structure design and other improvements.

Experience

2005 - present	Questa Engineering Corporation, Point Richmond, California
2004 - 2005	Sherwood Design Engineers, San Francisco, California
2000 - 2003	CSW/Stuber-Stroeh, Novato, California
1999 - 2000	DASSE Design, Inc., San Francisco, California



ANDREW W. MCDADE, E.I.T.
Staff Engineering Associate

B.S., Civil/Environmental Engineering; University of Southern California, Los Angeles, CA
Registered Engineer in Training

Mr. McDade serves as a staff environmental and civil engineer with five years of experience in civil/environmental engineering design, with a focus on land planning, public access facilities, and creek restoration. His range of experience on these projects includes preliminary site surveys, initial site layout, roadway design, grading and drainage, utilities layout/relocation, erosion control and hydrologic analyses, bank stabilization, and preparation of necessary permits and applications. In addition, he has also contributed to the design of stormwater and wastewater management systems, ranging from on-site treatment systems to municipal pipe networks. Mr. McDade also has experience in geotechnical engineering, including soil sampling and characterization, data processing, and foundation design and analysis.

Representative Assignments

Lawrence Livermore Laboratory Rainwater Catchment, Livermore, CA. Assisted in preparation of design and construction documents for installation of a pilot scale rainwater catchment and reuse system. The design included two underground fiberglass storage tanks used to retain runoff from the cafeteria roof. A wet well was designed to pump the runoff from the cafeteria to the storage tanks, and pump control panels with a custom logic system were also incorporated into the design to ensure proper routing of the water to be used for irrigation.

Soscol Ferry Trail, Napa, CA Assisted in preparation of design and construction documents for installation of Soscol Ferry Trail. Public access element included design of 2/3 miles of paved trail and a concrete spillway between the lagoon and the Napa River.

San Francisco Bay Trail Castro Street to Richmond Bridge, Richmond, CA Technical design and drafting tasks for an engineering feasibility study for installation of a portion of the San Francisco Bay Trail that will close a gap in the trail between Point Richmond and Point Molate. Design considerations include alternative routes (ranging from 1/3 to 2/3 miles) that will potentially utilize raised portions of trail above the freeway shoulder, extensive earthwork and new retaining walls to accommodate portions of the trail, and a bridge reconnecting the portion of the trail on the hillside to the freeway shoulder. The portions of trail that will be constructed in the freeway shoulder are to be bi-directional and separated from the freeway by a concrete barrier.

Spring Mountain Subdivision, St. Helena, CA Modeled the hydrologic analysis and culvert hydraulics for a subdivision in St. Helena, CA off of State Route 29. The results were used in an EIR of the site. The hydrologic analysis was conducted using the rational method, and rainfall data was obtained from various county sources. The culvert hydraulics were modeled using the Manning equation.

Woodacre Wastewater Feasibility, Woodacre, CA Technical design and drafting tasks for an engineering feasibility study for a small scale sewer network for about 180 lots in Woodacre, CA. Hydraulic analyses were performed for several pipe alignments, and the Manning equation was used for modeling the pipe flows. Several treatment options were considered based on topography and cost analyses, which include septic tank effluent pump (STEP), septic tank effluent gravity (STEG), pressure sewer, and conventional gravity sewer scenarios. Treatment and disposal considerations included both on- and off-site treatment of the collected raw sewage followed by subsurface disposal or pond storage for irrigation reuse.

Carmel Highlands Wastewater Feasibility, Carmel, CA Technical design and drafting tasks for an engineering feasibility study for a small scale sewer network for about 600 lots in Carmel, CA. Hydraulic analyses were performed for several pipe alignments, and the Manning equation was used for modeling the pipe flows. Several treatment options were considered based on topography and cost analyses, which include septic tank effluent pump (STEP), septic tank effluent gravity (STEG), pressure sewer, and conventional gravity sewer scenarios. Once collected, the raw sewage will be pumped to the nearby Carmel Area Wastewater District treatment facility.

Experience

08/2008 - Present	Environmental Engineering Associate, Questa Engineering Corporation, Point Richmond, CA
04/2006 - 07/2008	Project Engineer, Della Consulting and Engineering, St. Helena, CA



MICHAEL J. HARRIS, P.G.
Associate Geologist

Professional Geologist in California
B.A., Earth and Planetary Science, University of California, Berkeley, 2006

Mr. Harris is a geologist who conducts geologic and geotechnical analyses for geotechnical and environmental investigations, construction monitoring, and environmental compliance documents (CEQA/NEPA). He has experience in performing subsurface investigations, construction observation and testing, research, and writing for investigative and planning documents. His construction experience includes inspection of site preparation and grading, engineered fill, nuclear moisture density gauge testing, steel rebar inspection, concrete inspection, drainage measures inspection, and inspection of other construction activities. He also recently completed the SWPPP QSD/QSP certification requirements.

Representative Assignments

- Performed construction inspection of site preparation and grading, utility trench backfill and other elements of the Richmond BART Parking Garage project in Richmond, CA.
- Performed a subsurface investigation and contributed to geotechnical report for the MacDonald Avenue Streetscape Improvement project in Richmond, CA.
- Performed subsurface investigations and contributed to geotechnical reports for building evaluations at 2705 MacDonald Ave, and 330 25th Street in Richmond, CA.
- Performed a Phase I/Phase II Environmental Site Assessment and Geotechnical Investigation for a proposed extension of West A Street in Hayward, CA.
- Prepared Hazardous Materials and Geology/Soils Sections of Administrative Draft Environmental Impact Report for Proposed Cristallago development in Lake County.
- Prepared Geology, Soils, and Seismicity Section of Administrative Draft Environmental Impact Report for Proposed Quarry Expansion at the Harris Quarry, in Mendocino County.
- Prepared Geology and Soils sections of environmental impact reports for several planned residential and residential/commercial mixed-use developments in San Mateo and Alameda Counties.
- Prepared Geology, Hydrology and Hazards sections of an EIR for the Fremont, California General Plan Update 2030.
- Prepared Geology and Soils and Hydrology and Water Quality Sections of the Patterson Ranch Draft Environmental Impact Report, Fremont, California.
- Prepared Geology, Hydrology, and Hazards sections of several EIR and IS/MND documents in the East of 101 area of South San Francisco, California for laboratory and office use projects.
- Prepared Geology and Utilities/Wastewater sections for an EIR for the Butte County General Plan Update 2030.
- Logged boreholes and prepared reports for subsurface investigations for several residential geotechnical investigations in Alameda and Contra Costa Counties.
- Performed Field Monitoring and Construction Quality Assurance for a variety of projects, including: Final Capping 2007 at West Contra Costa County Sanitary Landfill, and the Richmond Civic Center Transit Station.

Experience

2007- Present	Staff Geologist. Questa Engineering Corporation, Point Richmond, California.
2005-2007	Laboratory and Field Technician, University of California Institute for Transportation Studies, Pavement Research Center, Richmond, California.
2001	Geotechnical Laboratory Technician, Sierra Testing Laboratories, El Dorado Hills, California.

Additional Registration

- Nuclear Safety Training per the Code of Federal Regulations (Field Density Testing).
- Hazardous Waste Operations Training per the Code of Federal Regulations 1910.120
- American Concrete Institute Certified Concrete Testing Technician – Grade 1



TOM W. HAWBAKER
Technical Writer

Certificate in Technical Writing, Webster Institute, 2000
B.A. Anthropology, University of Southern California, 1992

Mr. Hawbaker researches, writes, and edits documentation for a variety of projects at Questa, in addition to providing quality control review and management of document production. Since joining Questa in 2002, Mr. Hawbaker has prepared numerous feasibility studies, design reports, technical specifications, operation and maintenance manuals, proposals/statements of qualifications, and visual presentations. He is also experienced in creating and manipulating graphics using a variety of software packages, including CorelPhoto, CorelDraw, and Adobe Photoshop. In addition to earning a Certificate in Technical Writing from the Webster Institute, Mr. Hawbaker has utilized strong writing and editing skills throughout more than 15 years of administrative and managerial experience in a wide range of settings, including corporate, legal, non-profit, educational, and telecommunications organizations. In addition, Mr. Hawbaker designed and maintains Questa's Website and document templates.

Representative Assignments

- Coordinated preparation of contract documents and specifications for the American Canyon/Wetlands Edge, Los Ranchitos, West Little Liagas Creek, and Happy Lane Trail/Pedestrian/Bikeway projects, as well as for the Monte Rio Wastewater Pollution Control Project.
- Edited and coordinated preparation of:
 - ✓ Livermore Iron Horse Trail Feasibility Study
 - ✓ Fremont Union Pacific Rail Trail Feasibility Study
 - ✓ Napa River Bay Trail Feasibility Study
 - ✓ Sears Point Trail Feasibility Study
 - ✓ Novato Master Trails Plan
 - ✓ Sonoma Baylands Trail Plan
- Researched, co-wrote, and edited portions of:
 - ✓ Water Resources, Potable Water Supply, and Geology sections of the Monterey County General Plan Update EIR
 - ✓ Water Resources Section of the Sonoma County General Plan 2020 EIR.
 - ✓ Nystrom Village Initial Study, Richmond, California
- Analyzed data and prepared Annual Water Monitoring Program Report for Cañada Woods Water Company, Monterey County, California.
- Edited and proofread reports, journal submissions, and research proposals in university civil engineering department.

EXHIBIT E

Design Consultant Requirements

Exhibit E

Design Consultant Requirements

The Consultant agrees to the following standards and practices in performance of engineering design duties.

1. The consultant shall assign one project manager who is responsible for the overall completion of the project and fulfillment of these requirements.
2. Reimbursable expenses shall be considered to be included in the not to exceed price. Consultant project managers are expected to stay within the not-to-exceed price. It is the responsibility of the consultant to document any work outside the agreed upon scope of work including the cost of such work. Work outside the scope of work completed without prior authorization by the City is done at risk by the consultant.
3. All plan check design drawings shall be submitted full size (34" x 22" or equivalent) for review, unless otherwise requested by the City.
4. A minimum of two copies of the plans and specifications will be submitted for each plan check.
5. The specification will use the latest version of the City of Rohnert Park boilerplate Contract Document and Specifications for the project. The consultant will receive the most current version of the specification from the Engineering Administrative Assistant for each design project via email. This shall be modified by the City for insurance requirements, contract time, liquidated damages and environmental mitigation measures.
6. The Division 1 technical specifications shall include a project description. The project description will generally describe the location, and the extents of the project and what work is included in the project. This description shall be suitable for insertion into legal documents and council summary packages. It shall provide a quick overview of the project that a lay person can understand.
7. Technical specifications shall include a description of bid items. If the technical specifications are in CSI format, a list of bid descriptions shall be included in the Division 1 sections. The bid descriptions shall match the bid line items.
8. Division 1 shall include a complete consolidated list of submittals for the project.
9. Electronic documents sent to the City for review shall be in Word format.
10. Plans and specifications shall, as much as possible and within good engineering practice, refer to the City of Rohnert Park Manual of Standards, Details and Specifications which can be downloaded from the City's website at www.rpcity.org. When Standard Details are incorporated they shall be by reference rather than shown on the plans.
11. The consultant shall note the need for any permitting through the State or other entities including Caltrans, Corps of Engineers, RWQCB, BAAQMD, SCWA, and the County of Sonoma. Consultant is responsible for initiating contact with the permitting agency, meeting with the permitting agency as needed and completing all permit applications as completely as possible prior to sending to the City for signature.

12. The consultant shall note the need for any easements or rights of way required for the project including private landowners, Caltrans, SCWA, and the County of Sonoma. Consultant is responsible for initiating contact with the other entity and completing all easement or right of way forms, including property descriptions as needed, as possible prior to sending to the City for review.
13. The consultant shall develop a project checklist which includes all project paperwork requirements resulting from permitting, easements and funding agreements.
14. At least 45 days prior to bid opening, the consultant shall provide a draft staff report for presentation to City Council requesting to authorize advertisement for bids.
15. The consultant shall complete all noticing and bidding of the project. This includes mailing notices to the City's five required Trade Journals/Plan Check Houses. Notice shall be mailed at least 30 days prior to the bid opening.
16. The consultant shall make bid copies of the bidding documents, plans and specifications, distribute these and collect payment for the plans and specifications to offset their cost.
17. The consultant shall arrange for and conduct the pre-bid meeting, if such a meeting is deemed necessary.
18. The consultant shall provide all addenda for the bid package as needed, using the City's addendum form available on the City's website.
19. After issuance of final addenda and prior to issuance of the Notice to Proceed, the consultant will produce ten (10) conformed sets of plans and drawings that incorporate all the addenda. This shall be done by making the changes on the full size drawings adding the addenda to the front of the specifications books. Consultant shall note the changes on the drawings and in the appropriate place in the Specifications by using the Delta symbol (Δ). All addenda shall also be bound into the front of the specifications book, behind the front cover and before the cover page, with most recently issued addendum on top. Addenda pages shall be printed on different color paper than the specifications.
20. Before bid date, consultant shall provide all electronic files to the City. The project plans shall be in pdf format in one file folder with a separate document for each page. Specifications shall be in Word format; the Engineer's Estimate shall be in Excel format.
21. After bidding the consultant will check the bids for conformance with the contract and bid requirements and determine the responsiveness of each bidder. This includes checking any applicable licenses and qualifications. This shall include checking as required, references to determine required experience. The consultant shall analyze the bids to determine the lowest responsive bidder and comment on any large discrepancies between the engineer's estimate and the low bid. The consultant shall create the bid table in Excel format, recommend selection of the lowest responsive bid, and justify the rejection of any bids as needed. The consultant shall create a staff report for submission to the City Council providing recommendations for award and or rejection of bids.
22. The consultant shall review submittals pertaining to the project and provide comments, rejection, or stamp "No Exceptions Taken" as appropriate.

23. The consultant shall review submittals and RFIs pertaining to the project and provide responses and guidance as required.
24. After construction is complete, the consultant will create Record Drawings (as-built drawings) based on the contractors marked up set of plans, in electronic format and scan the as-built drawings into pdf format and deliver one copy on bond paper and electronic as-built drawings to the City.

The requirements for as-built plans are as follows:

- a. The As-Built shall include the contractor's name, address, phone number and approximate date of project completion.
- b. Archived Plans shall be of the originally approved plans (Conformed Plans), including signatures of approval, with all contract change order(s), field directives and as-built information added over the originally approved information.
- c. Archived Plans shall be provided in an electronic format such as Adobe PDF or Tiff file formats, a minimum of 200 Dot per Inch resolution, optimized to a file size not to over burden the typical computer workstation or take more than 5 seconds to open on said workstation.
- d. The entire set of plans may be in one file or one file for each sheet but not both, in order to comply with number 3 above.
- e. The Archived Plans shall not be made directly from the electronic drawing files, because this introduces a chance for error or something changed, deleted or otherwise different from the originally approved plans. As a secondary option, the Archived Plans made be provided in duplicate; one set of the originally approved plans (conformed plans) and a second set of the electronic drawings revised to include contract change order, field directives and as-built information added (no deletions) to the plans, then provided in one of the file formats described in number 3 above.