

**RESOLUTION NO. 2012- 55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
AUTHORIZING AND APPROVING AN AGREEMENT WITH  
GREEN VALLEY CONSULTING ENGINEERS FOR CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES OF THE ARLEN DRIVE AND EAST  
COTATI OVERLAY PROJECT NO. 2010-07, COPELAND CREEK BIKE PATH  
RECONSTRUCTION PROJECT NO. 2010-08, AND RANCHO VERDE CIRCLE AND  
ROHNERT PARK EXPRESSWAY TRAFFIC SIGNAL PROJECT NO. 2011-08**

**WHEREAS**, the City desires to construct the Arlen Drive and East Cotati Overlay Project No. 2010-07, Copeland Creek Bike Path Reconstruction Project No. 2010-08, and Rancho Verde Circle and Rohnert Park Expressway Traffic Signal Project No. 2011-08;

**WHEREAS**, inspection and construction management services are needed during construction;

**WHEREAS**, Arlen Drive and East Cotati Avenue Overlay Project No. 2010- 07 and the Copeland Creek Bike Path Reconstruction Project No. 2010-08 are Federally funded and will require the complete and careful paperwork documentation that is a requirement of Federal funding.

**WHEREAS**, a request for proposals was distributed via email to various consultants in the Counties of Alameda, Colusa, Contra Costa, Lake, Marin, Mendocino, Napa, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Tehama, and Yolo to include Certified DBEs/UDBEs.

**WHEREAS**, the City received four proposals which staff reviewed using the following criteria: quality of construction management team including resident engineer, inspector and administrative personnel and ability to appropriately commit staffing to the project; quality of construction management team including resident engineer, inspector and administrative personnel and ability to appropriately commit staffing to the project; experience managing federally funded construction projects including files and associated paperwork including knowledge of Caltrans Standard Plans, Standard Specifications, and Local Assistance Procedures Manual; knowledge and experience of Traffic Signal construction management and inspection work; experience communicating with the public on construction projects; and experience doing constructability reviews and solving constructability problems. Two consultants were interviewed by staff.

**WHEREAS**, Green Valley Consulting Engineers, a UDBE certified firm, is qualified and experienced to provide such services, has submitted a proposal for inspection and construction management services, and has been selected by staff as the most appropriate construction manager for the said projects; and

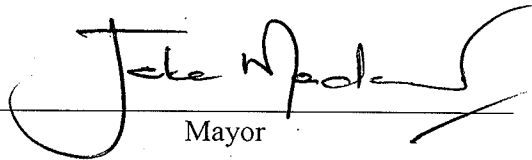
**WHEREAS**, Green Valley Consulting Engineers entered in a Master Agreement for Services to provide construction management and design services per Resolution No. 2011-07.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between Green Valley Consulting Engineers, a California Corporation, and the City of Rohnert Park, a municipal corporation, for Construction Management and Inspection Services for Arlen Drive and East Cotati Overlay Project No. 2010-07, Copeland Creek Bike Path Reconstruction Project No. 2010-08, and Rancho Verde Circle and Rohnert Park Expressway Traffic Signal Project No. 2011-08 for the combined not to exceed amount of \$173,230.00.

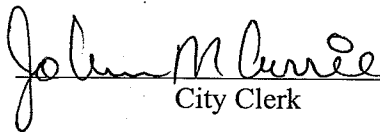
**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**DULY AND REGULARLY ADOPTED** this 12<sup>th</sup> day of June, 2012.

**CITY OF ROHNERT PARK**

  
\_\_\_\_\_  
Mayor

**ATTEST:**

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



AHANOTU: AYE BELFORTE: AYE CALLINAN: AYE STAFFORD: AYE MACKENZIE: AYE  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

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

**DESIGN PROFESSIONAL SERVICES AGREEMENT  
RE: CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF THE  
ARLEN DRIVE AND EAST COTATI OVERLAY PROJECT NO. 2010-07,  
COPELAND CREEK BIKE PATH RECONSTRUCTION PROJECT NO. 2010-08,  
AND RANCHO VERDE CIRCLE AND ROHNERT PARK EXPRESSWAY TRAFFIC  
SIGNAL PROJECT NO. 2011-08**

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and GREEN VALLEY CONSULTING ENGINEERS, ("Design Professional"), a California Corporation.

Recitals

WHEREAS, City desires to obtain construction management and inspection services in connection with Arlen Drive and East Cotati Overlay Project No. 2010-07, Copeland Creek Bike Path Reconstruction Project No. 2010-08, and Rancho Verde Circle and Rohnert Park Expressway Traffic Signal Project No. 2011-08, 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 December 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 One Hundred Seventy-three Thousand Two Hundred Thirty Dollars (\$173,230.00). 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 reserves 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,

ected 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 Indemnitee shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of such Indemnitee. 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. Except as otherwise allowed by City in its sole discretion, Design Professional and all subconsultants shall have acquired, at their expense, a business license from City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code prior to City's issuance of an authorization to proceed with the Services. Such license(s) must be kept valid throughout 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 subconsultants, 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 Manager  
City of Rohnert Park -City Hall  
130 Avram Avenue  
Rohnert Park, CA 94928

If to Design Professional: Liz Ellis  
Green Valley Consulting Engineers  
335 Tescom Circle  
Santa Rosa, CA 95401

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

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

GREEN VALLEY

By: \_\_\_\_\_  
Gabriel A. Gonzalez, City Manager

Date: \_\_\_\_\_  
Per Resolution No. 20\_\_ - \_\_ adopted by the Rohnert Park  
City Council at its meeting of June 12, 2012 .

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GREEN VALLEY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

**DRAFT**

EXHIBIT A

Scope of Work and Schedule of Performance

**DRAFT**



## Arlen Drive and East Cotati Avenue Overlays

### Project Understanding

The City of Rohnert Park is seeking proposals from qualified Consulting firms interested in contracting with the City to provide construction management and inspection services for the Arlen Drive and East Cotati Avenue Overlays Project. Arlen Drive is located off of Commerce Blvd and runs through a residential neighborhood, while East Cotati Avenue predominately is located adjacent to open space strips with no business or homes directly adjacent to the road frontage. The project is funded with federal funds that are administered by Caltrans Local Assistance.

Construction Bids have not yet been received for this project, although it is anticipated that this project will be under construction in late June. The City is seeking construction management/inspection and administration services for the duration of the project.

Contract Documents allow for 90 working days, but our experience on similar projects indicates the work will likely be completed much sooner, and we are estimating 60 working days for our fee estimate. We have allowed for 8 additional working days for project start up and closeout.

Both streets will have pavement repair and re-surfacing work, with the repairs consisting of hot mix asphalt (HMA) overlay and dig out repairs.

Arlen Drive will have a number of "dig-outs" performed prior to the final HMA overlay. Edge and conform grinds will be performed with an AC leveling course over ground area to accept pavement reinforcing fabric. Crack cleaning and sealing will be done, roadway prepared for the reinforcement fabric and then a 3 inch overlay section for project limits. New sanitary manholes will be installed to upgraded the existing manhole chimneys, frames and covers. New striping and signing will be installed, including new shared roadway bicycle striping and school crossing symbols.

East Cotati Avenue shall have edge and conform grinds, and minor dig-outs and a 2 inch thick AC overlay. A more detailed scope can be found in Section 01100 of the project specifications. The replacement of traffic detector loops is also included within the scope of work.

We have performed the CM and inspection on a number of identical projects to the Arlen Drive and East Cotati Avenue Overlay project – including the recently constructed 2010 County of Sonoma ARRA Overlays where we worked closely with the County's material lab and have excellent working

relationships with Kevin Howze, Sarah Fredericks and Vic Hayes. This project utilized a new and cutting edge material in Sonoma County of rubberized chip seal for the overlay. In addition the project was spread over the geographic limits of Sonoma County at 5 different rural locations, from west of Sebastopol, to East of Sonoma, up to the Sonoma/Napa County border. We excelled at managing the Contractor and overall schedule of the project despite the numerous locations, and believe we can do the same for Rohnert Park. Our Resident Engineer/Construction Manager also stands in as an inspector when needed, which keeps the costs down and continuity within the assigned team. We easily believe that the Overlay project can be completed with 1 inspector and part-time Construction Management, with Tim assisting as needed during critical times of the process.

Additionally, we were the Construction Manager and Inspector for the also recent City of Cotati's East Cotati Avenue Improvements project, which is detailed in the project reference section. Like the East Cotati Avenue Overlay segment, traffic control was critical for the success of the project, especially with the extensive hardscape improvements like the pedestrian "refuge" islands, traffic signal modifications, and striping and signing improvements.

We are very good at Value Engineering projects and will work diligently to help the City come in within budget if this becomes a concern on this particular project.

### Understanding and Scope for Administration of Federally Funded Projects

As referenced in the City's RFP, the Overlay project will have Federal Funds. As a result, the construction administration and administration of the project shall comply with the most recent federal requirements, Caltrans Local Assistance Procedures Manual (LAPM), and other relevant Federal Highway Administration (FHWA) guidelines.

The detailed scope of work is outlined below in accordance with Caltrans's recently updated (January 2012)

**Construction Oversight Information Notices (COIN).** The Caltrans Local Assistance Program **Caltrans Oversight Information Notice**, or "COIN" for short, are single-topic bulletins intended to provide outreach information and guidance to local agencies on all issues pertaining to the Federal-aid projects.

1. Project Files and Organization - Assist the City in setting up and organizing the files in accordance with Caltrans recommended Project Record Filing System for locally administered federal-aid projects.

2. Assist the City's Project Manager in submitting the required DBE/UDBE information to Caltrans within the required time.
3. Coordinate with the City to obtain and review Contractor's federally required submissions for the preparation of contract award package to be submitted to Caltrans.
4. Prepare the federally required exhibits for construction award package after the contract is awarded.
5. Coordinate and follow up with Caltrans, and incorporate comments on the award package. Follow up with Caltrans's Oakland office to ensure that the submission package has been reviewed, and properly processed through appropriate divisions.
6. Review the requirements of Chapter 16 of LAPM, Caltrans Construction Manual, City's approved request for authorization, contract award package, and other federal requirements with the City's Project Manager, and our Project Inspector.
7. Assist the City's Project Manager in obtaining contractor's monthly employment reports.
8. Quality Assurance Program (QAP) - We do not anticipate that there will be an issue with the project lab on this project due to the utilization of the County of Sonoma in performing all materials testing for the project.
9. Prepare reimbursement invoices to be submitted to Caltrans for the City's Project Manager's signature. Follow up and coordinate with Caltrans Accounting Division in Oakland to ensure timely processing of the invoices.
10. Upon completion of construction, participate in the final job walks, prepare a punch list, ensure timely submittal of the federally required documents by contractor, prepare the final reimbursement invoice, the exhibits required for the project completion package, and submit the completion package to Caltrans.
11. Schedule a final job walk with Caltrans Local Assistance Engineer and the City's Project Manager; assist the City's Project Manager with the process, incorporate Caltrans comments and questions on the City's project completion package, and final invoice for the reimbursement of federal funds.

### Scope of Work for Construction Management/ Inspection

The City's RFP has outlined in detail the services required

of our team. We have not attempted to copy these requirements, but rather to outline our approach that will cover those services, as well as any that we feel should be included to bring the project to a successful close for the City of Rohnert Park.

The Scope of Work is divided into three phases as follows:

- Pre-Construction Services
- Construction Phase Services
- Post-Construction Services

### Pre-Construction Services:

1. Conduct a kick-off meeting with the City staff and relevant parties to discuss the proposed design scope and subsequent construction of the project.
2. Perform a constructability review of the plans and specifications to ensure the feasibility and constructability of proposed improvements.
3. Prepare a Construction Management Plan for the project. The Plan will include the following:
  - Preparation of a project specific manual identifying procedures and protocols to be used by the Construction Manager and project inspectors throughout the project.
  - Identifying lines of communication between City, Contractor, and Resident Engineer.
  - Contact list of key agencies, personnel, emergency contacts for Fire, Police, and others, etc.
  - Provides for standard daily field reports of work accomplished.
  - Shop drawing log to identify contractor submittals and tracks status of approvals and return to contractor.
  - Logging system to track contractors' requests for information and status of responses.
  - Logging system to identify change order requests and status of approvals or negotiations.
  - Log of correspondence from and to contractor and City.
  - Preparation of a monthly report to the City showing progress for the previous month, with any issues needing resolution or pending. Photos of work in progress are typically included.
  - Assisting City with review of monthly progress payment requests from the contractor and recommendations to the City for payment.
  - Preside over weekly or semi-weekly progress meetings to discuss previous period progress and review upcoming work, discuss status of submittals, correspondence, requests for information, and other



## Project Work Plan - Arlen Drive and E. Cotati

- significant issues relating to the project.
  - Photo records of construction and monitoring of contractor's record drawings.
4. Perform a thorough review of the final bid documents prior to start of construction. Verify quantities provided in the bidding documents. Provide results to the City and make recommendations on any identified ambiguities or omissions.
  5. Determine requirements, and identify any necessary permits as required to construct and operate the improvements.
  6. Prepare a list of affected utilities. Prior to commencement of construction, prepare a notice to utilities identifying the impact of the project on their utilities and for any relocation required.
  7. Review the project plans and conduct a job walk to verify the site conditions. Determine the construction requirements, constraints, sequence of operations, methods of traffic control, and related project activities/events. Determine any interference with current or future projects and make recommendations for construction staging and phasing.
  8. Take photos and video of the existing site conditions.
  9. Conduct meetings with the businesses and residents along the route to inform them about the project schedule and construction impacts.

### Construction Phase Services:

1. Schedule and chair the Pre-Construction Conference. We will prepare an agenda and minutes of the meeting. Attention will be given to those items which may impact the schedule and/or project funding.
2. Conduct progress meetings with the Contractor, the City Project Manager, and other involved parties to discuss the progress of the project. Follow up on the issues raised at these meetings to expedite resolution and closure to issues.
3. Provide Contract work with the City. Establish and implement coordination, tracking, and communication procedures among City, Resident Engineer, Construction Manager, Construction Inspector, and Contractor. Prepare correspondence, reports, meeting notes, and other documentation as needed to communicate with the City, the Contractor, and other involved parties, and to establish a clear program record. Prepare and circulate meeting minutes.
4. Establish and implement coordination, tracking, and communication procedures among City, RE, CM, Construction Inspector, Designer, and Contractor.
5. Establish and implement procedures for reviewing and processing requests for clarification and interpretation of the contract documents, shop drawings, samples and other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications, and the maintenance of field logs. Assist City in notifying the public prior to performing construction work that will impact them.
6. Record Management and Document Control  
**Document Tracking System:** Maintain a computer-based correspondence, information, and submittal tracking system to ensure that correspondence requiring responses, requests, and submittals are answered in a timely manner. The contractor's submittal schedule will list all significant submittals required by the specifications and those that are critical to the project's success. The schedule will identify the expected date that the item is due. We will review the schedule to confirm that all submittals are listed and that the planned dates allow sufficient time before the item is required on the job site. Green Valley Consulting Engineers will identify those submittals that can be reviewed at the job site and those that should be reviewed by the design engineer. The objective will be to proactively forecast potential problems and develop solutions before impacts occur in the project process.  
**Maintain Project Files:** Maintain orderly project files. These files shall include, but not be limited to:
  - Notice to Proceed
  - Correspondence
  - Meeting minutes
  - Submittals
  - Reproductions of original contract documents, including addenda
  - Change orders supporting-documentation
  - Permit documentation
  - Clarifications for the contract documents
  - Materials delivery tickets and compliance certification
  - Weekly and monthly progress reports
  - Meeting minutes
  - Daily inspection reports
  - Progress photos
  - Lab and field test reports
  - Progress payments supporting documentation
  - Other project documentation

7. Provide field observation during construction. We will conduct detailed site observations of the general progress of the work to determine if the work is proceeding in accordance with the contract documents. The Construction Inspector will:
  - Attend all meetings
  - Ensure compliance with any ADA requirements and the contract documents
  - Coordinate and schedule sampling and testing of construction materials, soil, and AC compaction tests with County Lab
  - Arrange for batch plant inspections (not needed for this contract)
  - Retain tickets prior to placement of material
  - Record up-to-date construction information to use in preparation of the record drawings
  - Prepare daily reports
  - Report to City any violations to any applicable regulations
  - Maintain a copy of the contract documents and construction-related documents at the site
  - Coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City
8. Prepare construction inspection reports. The on-site observer will complete a daily report of events that occur at the jobsite. Green Valley Consulting Engineers will implement a format for these reports which will include the following:
  - Contractor's working hours on the jobsite. A separate log will be maintained if the contractor works two shifts or nights.
  - Contractor and subcontractor personnel and equipment on the jobsite.
  - Weather conditions and observations as to the effect on the progress of the work.
  - Decisions or directions given to the contractor. Items of this nature would be those of usual work progress with directions to be included in a more formal manner.
  - Daily utilization of the contractor and subcontractor equipment on the site, but obviously idle or in temporary storage will be so noted on the report.
  - Observations connected with the progress of the work including deficiencies or violations of contract requirements by the contractor.
  - Materials delivered to the job site, together with indication as to results of inspection thereof.
  - Observed or potential delays and apparent causes. The contractor's reaction to these delays will be noted.
  - Data relative to claims, extras or deduction. This should include those noted and agreed, as well as potential claims or items of disagreement.
  - List of visitors, including testing laboratory representatives or others.
9. Prepare and submit bi-weekly status report to the City consisting of, but not limited to, the following documentation:
  - A narrative description of the progress of work and major tasks completed
  - Schedule overview.
  - Change order summary.
  - One set of key progress photos.
  - Summary of construction progress for the prior reporting period.
  - Significant project issues including recommendations on any unsolved issues.
  - A narrative description of the progress of work and major tasks completed.
10. Review the contract documents and verify that all the required permits have been obtained for the construction of the project.
11. Review Contractor's schedule of values versus the payment application. Provide a recommendation of the monthly progress payment applications submitted by the contractor. We recommend that as a condition of approval, the contractor must be current with as-built recording and scheduling efforts.
12. Review, and Track Requests for Information (RFI's), Requests for Clarifications (RFC's), and Shop Drawings. Green Valley Consulting Engineers will establish and implement a Request for Information (RFI) procedure for use in providing resolutions to inquiries from the contractor regarding interpretations and clarifications of the plans and specifications.

The RE and Inspector will review contract documents and interpret the drawings as necessary to answer the questions raised by the contractor. The RE will determine if resolution can be developed by application of the plans, typical details, the specifications, and applicable codes and standards. If the resolution cannot be determined from these or similar documents, the RE will consult with the design engineer and ask for the design engineer's interpretation. If the design engineer is authorized to develop additional design details necessary to resolve a problem, Green Valley Consulting Engineers will coordinate through the engineer, the development

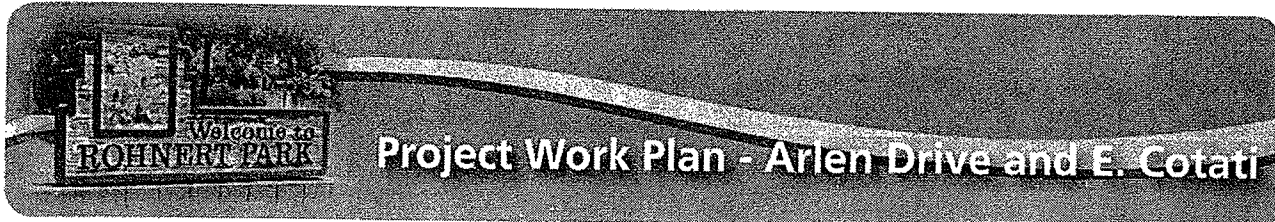
of a revised design so that it is compatible with field conditions or status of the work, with the goal of minimizing or mitigating the impact on the contractor's work.

We will maintain a submittal log and process required submittals, prior to, and during the process of the work as follows:

- Concrete mix designs for minor concrete
- Mix designs for asphalt concrete
- Certificates of compliance for materials
- SWPPP Plan
- Contractor's Safety Plan
- Certified Payrolls

We understand the importance of reviewing submittals in a timely manner. It is imperative that submittals are received early on in a project and reviewed and approved promptly so as to not impact construction activities. We will work with the contractor to verify that all submittals are submitted and approved well in advance of the construction activities.

13. Review the contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. We will verify that all work for interim milestones is included on the schedule. We will verify logic ties of activities, check the reasonability of task durations, review the critical path, and check for critical activities. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.
  14. Contract Change Orders (CCO's) may be requested by the City, the Contractor, the RE, or the design engineer. Upon receipt of a proposed change, the RE will determine the necessity of the change, check for propriety, consider other methods of accomplishing the work, method of compensation, effect on contract time, estimate of cost, the Contractor's reaction to the proposed change, and the probability of final approval. If the RE determines that a proposed change is warranted, a proposed change order file will be established. Documents prepared by the RE describing the work, will be transmitted to the Contractor for pricing. Concurrently, independent estimate of cost and time impact will be prepared by the City and RE. Upon receipt of the contractor's quotation, the Construction Inspector will review and compare it to the independent estimate. Based on the review, the RE will either recommend approval to the City, or recommend rejection. If negotiation is authorized, the RE will conduct the negotiations with the Contractor.
- For work where a unit cost is not determined prior to performing the work, the Inspector will collect time and material sheets at the end of each day.
- All documentation regarding change orders will be maintained, including dates of notification by Contractor, interim steps, recommendation by RE, and final decision.
15. Green Valley Consulting Engineers will assist the City to reach an agreement with the Contractor regarding disputes.
  16. Review the Contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.
  17. Perform field interviews with the contractor's work force on the payment of prevailing wages and fringe benefits. Conduct labor compliance interviews of Contractor's and Subcontractor's employees. Provide and ensure proper posting of the appropriate Federal And State Wage Determinations and labor compliance posters on the project site. Obtain copies of the certified payrolls and fringe benefit statements from the Contractor on a weekly basis. Review the payroll records, interview forms, daily logs, and compare for accuracy. Prepare bi-weekly reports of any deficiencies; and request Contractor to submit back up documents for the contractor, subcontractors, second tier subcontractors, and unlisted subcontractors (contracts less than \$10,000) working on the project.
  18. Prepare weekly statement of working days.
  19. Provide videotape and photographic documentation of project site prior to, during, and after construction. Ensure that any survey markers disturbed by the Contractor are restored by the Contractor.
  20. Maintain a set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications, and changes.



21. Coordinate any certified technical inspections, field testing, or laboratory testing required for the project. Ensure that Contractor has notified utilities affected by the project.
22. Review and monitor the contractor's safety program. The inspector will enforce on-site safety requirements and will report to City on any observed deviations from the plan.
23. Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control plans. The Inspector will enforce traffic control safety requirements in and around construction zones.
24. Review the Contractor's "Best Management Practices" plan prior to beginning of construction. Monitor the Contractor's implementation to prevent storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
25. Review of Storm Water Pollution Prevention Plan (SWPPP) as required by the City.
26. The RE will maintain a copy of the plans on the site with all the changes. Upon completion of construction, Green Valley Consulting Engineers will conduct an As-Built verification, and prepare and provide a copy of the As-Built plans to the City.
27. Assist City in maintaining a good relationship with the public. The RE will immediately report to the City any inconvenience to the public and will try to remedy arising problems as soon as possible, subsequent to his discussion with the City.

Good public relations with the general public are imperative to the success of any project. Typically, construction work is adjacent to private residences and businesses and construction can be very disturbing. Our inspectors will be the first line of defense for addressing complaints by the public. They will work with the Contractor to address issues and concerns brought forth by the public, business, and property owners.

On this project, it is critical that good communication transpire between the construction management team and businesses to minimize disruptions to them. We will need to understand an individual business's delivery time and busy times so that we can maintain access to their driveways during these periods.

To assist with the public relations efforts for this contract, we will:

- Maintain a log of all phone calls received
- Listen to citizen's concerns and try to appease them
- Work with the Contractor for prompt resolution of issues
- Circulate fliers, newspaper notifications as appropriate, and as approved by the City about noise and odor restrictions, period of construction, and suggested alternate routes
- Verify that changeable message signs are placed alerting traffic of the period of potential delays during lane closures
- Communicate with emergency services about any events that may raise emergency calls from the public
- Implement a project hotline if agreed to by the City
- Provide information to the city to post on the City's website

**Post Construction Services**

1. Contract closeout services will include the administration of the transfer of the project to the City, coordination of warranty activities and demobilization of the Contractor and CM Staff.
2. At the completion of the project, we will perform inspections of the work to determine if any work is incomplete. We will prepare a punch list of the incomplete work and provide to the Contractor and City. We will perform subsequent inspections to confirm that incomplete work has been completed satisfactorily.
3. We will obtain lien waivers, bonds, warranties, and other documents required by the Contract Documents from the Contractor.
4. We will prepare a final certificate of substantial completion and recommendation to the City for final acceptance of the project.
5. At the completion of the project, we will turn over all documents including final redline as-built drawings. We will coordinate the completion of final as-built drawings through the design engineer. A final project report will be prepared summarizing the project and performance of the contractor.
6. After completion of the project, we will coordinate the warranty repair procedures including a date of warranty expiration. We will monitor warranty problems and assist the City with warranty repair management until the final certificate of completion is filed.



## Copeland Creek Bike Path Reconstruction Project Project Understanding

The City of Rohnert Park is seeking proposals from qualified Consulting firms interested in contracting with the City to provide construction management and inspection services for the Copeland Creek Bike Path Reconstruction Project (Bike Project). The Bike Project is located along a number of segments of the Copeland Creek maintenance channel from Commerce Blvd. to Sonoma State University. With federal funding, the City will need a CM team that understands both the paperwork process and forms required by Caltrans Local Assistance, but also an understanding of the new approach to pathways – reinforced concrete.

As a firm that recently designed and provided construction support of the just completed reinforced concrete Lynch Creek Bike Path, for the City of Petaluma, as well as the only firm that completed the design and CM of approximately 70% of the County's ARRA projects which required complete knowledge of Federal funding mechanisms, we have the knowledge and expertise to see the Bike Path successfully completed to everyone's satisfaction. We have just completed a project for the County utilizing their materials lab and have working contacts with them to assist on this assignment.

Working adjacent to a public waterway like Copeland Creek will require heightened sensitivity to the need for erosion control measures, implementation of the SWPPP, and awareness of any construction impacts on adjacent trees, vegetation, and the "not to be disturbed" pathway.

The project scope of removal of failed asphalt and concrete pavement and aggregate subbase, working of subgrade and placement of geotextile fabric, new aggregate base section and reinforced concrete surface, along with utility adjustments will require a dedicated full-time construction inspector. The contract allows for 90 calendar days, equating to approximately 60 working days. We believe that all 60 days will be needed on this project and we have estimated our fee accordingly.

Construction Bids have not yet been received for this project, although it is anticipated that this project will be under construction in mid-summer. Contract Documents allow for 90 working days, but our experience on similar projects indicates the work will likely be completed much sooner, and we are estimating 60 working days for our fee estimate. We have allowed for 8 additional working days for project start up and closeout.

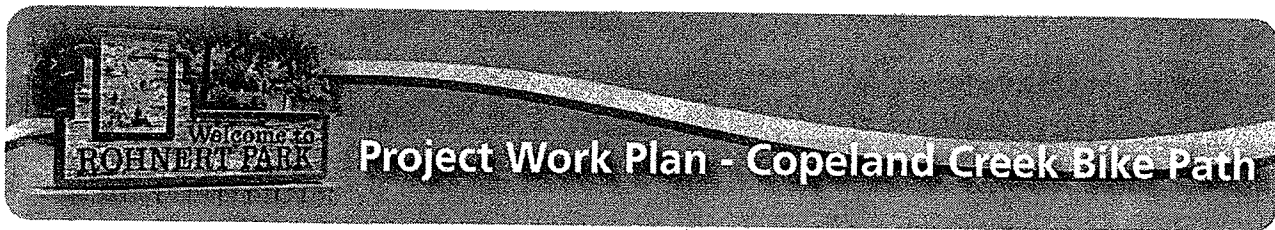
## Understanding and Scope for Administration of Federally Funded Projects

As referenced in the City's RFP, the Bike Project will receive Federal Funds. As a result, the construction administration and administration of the project shall comply with the most recent federal requirements, Caltrans Local Assistance Procedures Manual (LAPM), and other relevant Federal Highway Administration (FHWA) guidelines.

The detailed scope of work is outlined below in accordance with Caltrans's recently updated (January 2012)

**Construction Oversight Information Notices (COIN).** The Caltrans Local Assistance Program **Caltrans Oversight Information Notice**, or "COIN" for short, are single-topic bulletins intended to provide outreach information and guidance to local agencies on all issues pertaining to the Federal-aid projects.

1. Project Files and Organization - Assist the City in setting up and organizing the files in accordance with Caltrans recommended Project Record Filing System for locally administered federal-aid projects.
2. Assist the City's Project Manager in submitting the required DBE/UDBE information to Caltrans within the required time.
3. Coordinate with the City to obtain and review Contractor's federally required submissions for the preparation of contract award package to be submitted to Caltrans.
4. Prepare the federally required exhibits for construction award package after the contract is awarded.
5. Coordinate and follow up with Caltrans, and incorporate comments on the award package. Follow up with Caltrans's Oakland office to ensure that the submission package has been reviewed, and properly processed through appropriate divisions.
6. Review the requirements of Chapter 16 of LAPM, Caltrans Construction Manual, City's approved request for authorization, contract award package, and other federal requirements with the City's Project Manager, and our Project Inspector.
7. Assist the City's Project Manager in obtaining contractor's monthly employment reports.
8. Quality Assurance Program (QAP) - We do not anticipate that there will be an issue with the project lab on this project due to the utilization of the County of Sonoma in performing all materials testing for the project.



9. Prepare reimbursement invoices to be submitted to Caltrans for the City's Project Manager's signature. Follow up and coordinate with Caltrans Accounting Division in Oakland to ensure timely processing of the invoices.
10. Upon completion of construction, participate in the final job walks, prepare a punch list, ensure timely submittal of the federally required documents by contractor, prepare the final reimbursement invoice, the exhibits required for the project completion package, and submit the completion package to Caltrans.
11. Schedule a final job walk with Caltrans Local Assistance Engineer and the City's Project Manager; assist the City's Project Manager with the process, incorporate Caltrans comments and questions on the City's project completion package, and final invoice for the reimbursement of federal funds.

**Scope of Work for Construction Management/ Inspection**

The City's RFP has outlined in detail the services required of our team. We have not attempted to copy these requirements, but rather to outline our approach that will cover those services, as well as any that we feel should be included to bring the project to a successful close for the City of Rohnert Park.

The Scope of Work is divided into three phases as follows:

- Pre-Construction Services
- Construction Phase Services
- Post-Construction Services

**Pre-Construction Services:**

1. Conduct a kick-off meeting with the City staff and relevant parties to discuss the proposed design scope and subsequent construction of the project.
2. Perform a constructability review of the plans and specifications to ensure the feasibility and constructability of proposed improvements.
3. Prepare a Construction Management Plan for the project. The Plan will include the following:
  - Preparation of a project specific manual identifying procedures and protocols to be used by the Construction Manager and project inspectors throughout the project.
  - Identifying lines of communication between City, Contractor, and Resident Engineer.
  - Contact list of key agencies, personnel, emergency

- contacts for Fire, Police, and others, etc.
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- Shop drawing log to identify contractor submittals and tracks status of approvals and return to contractor.
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- Log of correspondence from and to contractor and City.
- Preparation of a monthly report to the City showing progress for the previous month, with any issues needing resolution or pending. Photos of work in progress are typically included.
- Assisting City with review of monthly progress payment requests from the contractor and recommendations to the City for payment.
- Preside over weekly or semi-weekly progress meetings to discuss previous period progress and review upcoming work, discuss status of submittals, correspondence, requests for information, and other significant issues relating to the project.
- Photo records of construction and monitoring of contractor's record drawings.

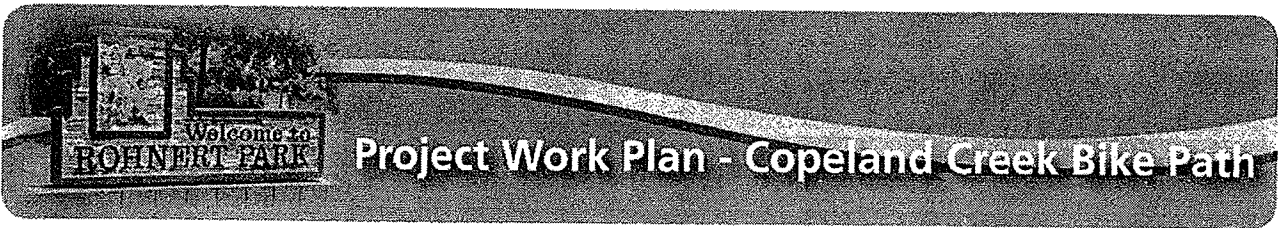
4. Perform a thorough review of the final bid documents prior to start of construction. Verify quantities provided in the bidding documents. Provide results to the City and make recommendations on any identified ambiguities or omissions.
5. Determine requirements, and identify any necessary permits as required to construct and operate the improvements.
6. Prepare a list of affected utilities. Prior to commencement of construction, prepare a notice to utilities identifying the impact of the project on their utilities and for any relocation required.
7. Review the project plans and conduct a job walk to verify the site conditions. Determine the construction requirements, constraints, sequence of operations, methods of traffic control, and related project activities/ events. Determine any interference with current or future projects and make recommendations for construction staging and phasing.
8. Take photos and video of the existing site conditions.
9. Conduct meetings with the businesses and residents along the route to inform them about the project



schedule and construction impacts.

#### Construction Phase Services:

1. Schedule and chair the Pre-Construction Conference. We will prepare an agenda and minutes of the meeting. Attention will be given to those items which may impact the schedule and/or project funding.
  2. Conduct progress meetings with the Contractor, the City Project Manager, and other involved parties to discuss the progress of the project. Follow up on the issues raised at these meetings to expedite resolution and closure to issues.
  3. Provide Contract work with the City. Establish and implement coordination, tracking, and communication procedures among City, Resident Engineer, Construction Inspector, and Contractor. Prepare correspondence, reports, meeting notes, and other documentation as needed to communicate with the City, the Contractor, and other involved parties, and to establish a clear program record. Prepare and circulate meeting minutes.
  4. Establish and implement coordination, tracking, and communication procedures among City, RE, Construction Inspector, Designer, and Contractor.
  5. Establish and implement procedures for reviewing and processing requests for clarification and interpretation of the contract documents, shop drawings, samples and other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications, and the maintenance of field logs. Assist City in notifying the public prior to performing construction work that will impact them.
  6. Record Management and Document Control  
**Document Tracking System:** Maintain a computer-based correspondence, information, and submittal tracking system to ensure that correspondence requiring responses, requests, and submittals are answered in a timely manner. The contractor's submittal schedule will list all significant submittals required by the specifications and those that are critical to the project's success. The schedule will identify the expected date that the item is due. We will review the schedule to confirm that all submittals are listed and that the planned dates allow sufficient time before the item is required on the job site.  
Green Valley Consulting Engineers will identify those submittals that can be reviewed at the job site and those that should be reviewed by the design engineer.
- The objective will be to proactively forecast potential problems and develop solutions before impacts occur in the project process.
- Maintain Project Files:** Maintain orderly project files. These files shall include, but not be limited to:
- Notice to Proceed
  - Correspondence
  - Meeting minutes
  - Submittals
  - Reproductions of original contract documents, including addenda
  - Change orders supporting-documentation
  - Permit documentation
  - Clarifications for the contract documents
  - Materials delivery tickets and compliance certification
  - Weekly and monthly progress reports
  - Meeting minutes
  - Daily inspection reports
  - Progress photos
  - Lab and field test reports
  - Progress payments supporting documentation
  - Other project documentation
7. Provide field observation during construction. We will conduct detailed site observations of the general progress of the work to determine if the work is proceeding in accordance with the contract documents. The Construction Inspector will:
    - Attend all meetings
    - Ensure compliance with any ADA requirements and the contract documents
    - Coordinate and schedule sampling and testing of construction materials, soil, and AC compaction tests with County Lab
    - Arrange for batch plant inspections (not needed for this contract)
    - Retain tickets prior to placement of material
    - Record up-to-date construction information to use in preparation of the record drawings
    - Prepare daily reports
    - Report to City any violations to any applicable regulations
    - Maintain a copy of the contract documents and construction-related documents at the site
    - Coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City
  8. Prepare construction inspection reports. The on-site observer will complete a daily report of events that occur at the jobsite. Green Valley Consulting Engineers will implement a format for these reports which will include



the following:

- Contractor's working hours on the jobsite. A separate log will be maintained if the contractor works two shifts or nights.
- Contractor and subcontractor personnel and equipment on the jobsite.
- Weather conditions and observations as to the effect on the progress of the work.
- Decisions or directions given to the contractor. Items of this nature would be those of usual work progress with directions to be included in a more formal manner.
- Daily utilization of the contractor and subcontractor equipment on the site, but obviously idle or in temporary storage will be so noted on the report.
- Observations connected with the progress of the work including deficiencies or violations of contract requirements by the contractor.
- Materials delivered to the job site, together with indication as to results of inspection thereof.
- Observed or potential delays and apparent causes. The contractor's reaction to these delays will be noted.
- Data relative to claims, extras or deduction. This should include those noted and agreed, as well as potential claims or items of disagreement.
- List of visitors, including testing laboratory representatives or others.

9. Prepare and submit bi-weekly status report to the City consisting of, but not limited to, the following documentation:

- A narrative description of the progress of work and major tasks completed
- Schedule overview.
- Change order summary.
- One set of key progress photos.
- Summary of construction progress for the prior reporting period.
- Significant project issues including recommendations on any unsolved issues.
- A narrative description of the progress of work and major tasks completed.

10. Review the contract documents and verify that all the required permits have been obtained for the construction of the project.

11. Review Contractor's schedule of values versus the payment application. Provide a recommendation of the monthly progress payment applications submitted by the contractor. We recommend that as a condition of approval, the contractor must be current with as-built

recording and scheduling efforts.

12. Review, and Track Requests for Information (RFI's), Requests for Clarifications (RFC's), and Shop Drawings.

Green Valley Consulting Engineers will establish and implement a Request for Information (RFI) procedure for use in providing resolutions to inquiries from the contractor regarding interpretations and clarifications of the plans and specifications.

The RE and Inspector will review contract documents and interpret the drawings as necessary to answer the questions raised by the contractor. The RE will determine if resolution can be developed by application of the plans, typical details, the specifications, and applicable codes and standards. If the resolution cannot be determined from these or similar documents, the RE will consult with the design engineer and ask for the design engineer's interpretation. If the design engineer is authorized to develop additional design details necessary to resolve a problem, Green Valley Consulting Engineers will coordinate through the engineer, the development of a revised design so that it is compatible with field conditions or status of the work, with the goal of minimizing or mitigating the impact on the contractor's work.

We will maintain a submittal log and process required submittals, prior to, and during the process of the work as follows:

- Concrete mix designs for minor concrete
- Mix designs for asphalt concrete
- Certificates of compliance for materials
- SWPPP Plan
- Contractor's Safety Plan
- Certified Payrolls

We understand the importance of reviewing submittals in a timely manner. It is imperative that submittals are received early on in a project and reviewed and approved promptly so as to not impact construction activities. We will work with the contractor to verify that all submittals are submitted and approved well in advance of the construction activities.

13. Review the contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. We will verify that all work for interim milestones is included on the schedule. We will verify logic ties of activities, check the reasonability of task durations, review the critical path, and check for critical

activities. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.

14. Contract Change Orders (CCO's) may be requested by the City, the Contractor, the RE, or the design engineer. Upon receipt of a proposed change, the RE will determine the necessity of the change, check for propriety, consider other methods of accomplishing the work, method of compensation, effect on contract time, estimate of cost, the Contractor's reaction to the proposed change, and the probability of final approval. If the RE determines that a proposed change is warranted, a proposed change order file will be established. Documents prepared by the RE describing the work, will be transmitted to the Contractor for pricing. Concurrently, independent estimate of cost and time impact will be prepared by the City and RE. Upon receipt of the contractor's quotation, the Construction Inspector will review and compare it to the independent estimate. Based on the review, the RE will either recommend approval to the City, or recommend rejection. If negotiation is authorized, the RE will conduct the negotiations with the Contractor.

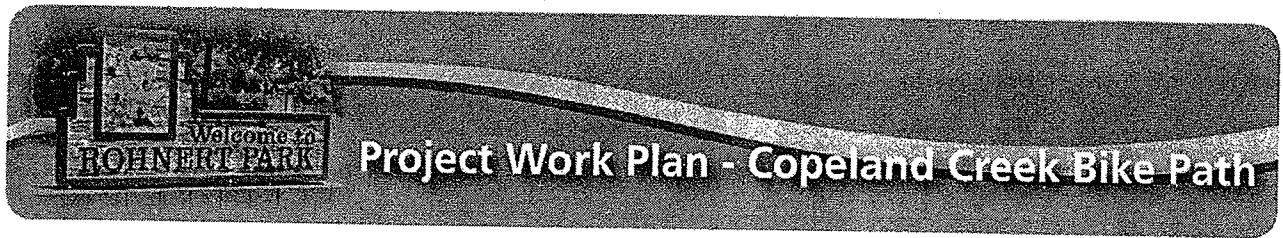
For work where a unit cost is not determined prior to performing the work, the Inspector will collect time and material sheets at the end of each day.

All documentation regarding change orders will be maintained, including dates of notification by Contractor, interim steps, recommendation by RE, and final decision.

15. Green Valley Consulting Engineers will assist the City to reach an agreement with the Contractor regarding disputes.
16. Review the Contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.
17. Perform field interviews with the contractor's work force on the payment of prevailing wages and fringe benefits. Conduct labor compliance interviews of Contractor's and Subcontractor's employees. Provide and ensure

proper posting of the appropriate Federal and State Wage Determinations and labor compliance posters on the project site. Obtain copies of the certified payrolls and fringe benefit statements from the Contractor on a weekly basis. Review the payroll records, interview forms, daily logs, and compare for accuracy. Prepare bi-weekly reports of any deficiencies; and request Contractor to submit back up documents for the contractor, subcontractors, second tier subcontractors, and unlisted subcontractors (contracts less than \$10,000) working on the project.

18. Prepare weekly statement of working days.
19. Provide videotape and photographic documentation of project site prior to, during, and after construction. Ensure that any survey markers disturbed by the Contractor are restored by the Contractor.
20. Maintain a set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications, and changes.
21. Coordinate any certified technical inspections, field testing, or laboratory testing required for the project. Ensure that Contractor has notified utilities affected by the project.
22. Review and monitor the contractor's safety program. The inspector will enforce on-site safety requirements and will report to City on any observed deviations from the plan.
23. Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control plans. The Inspector will enforce traffic control safety requirements in and around construction zones.
24. Review the Contractor's "Best Management Practices" plan prior to beginning of construction. Monitor the Contractor's implementation to prevent storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
25. Review of Storm Water Pollution Prevention Plan (SWPPP) as required by the City.
26. The RE will maintain a copy of the plans on the site with all the changes. Upon completion of construction, Green Valley Consulting Engineers will conduct an As-Built verification, and prepare and provide a copy of the As-Built plans to the City.



27. Assist City in maintaining a good relationship with the public. The RE will immediately report to the City any inconvenience to the public and will try to remedy arising problems as soon as possible, subsequent to his discussion with the City.

Good public relations with the general public are imperative to the success of any project. Typically, construction work is adjacent to private residences and businesses and construction can be very disturbing. Our inspectors will be the first line of defense for addressing complaints by the public. They will work with the Contractor to address issues and concerns brought forth by the public, business, and property owners.

On this project, we do not anticipate any out of the ordinary public relation program to be needed. Depending on the City's request we can offer a range of support services.

To assist with the public relations efforts for this contract, we will:

- Maintain a log of all phone calls received
- Listen to citizen's concerns and try to appease them
- Work with the Contractor for prompt resolution of issues
- Circulate fliers, newspaper notifications as appropriate, and as approved by the City about noise and odor restrictions, period of construction, and suggested alternate routes
- Verify that changeable message signs are placed alerting traffic of the period of potential delays during lane closures
- Communicate with emergency services about any events that may raise emergency calls from the public
- Implement a project hotline if agreed to by the City
- Provide information to the city to post on the City's website

### Post Construction Services

1. Contract closeout services will include the administration of the transfer of the project to the City, coordination of warranty activities and demobilization of the Contractor and CM Staff.
2. At the completion of the project, we will perform inspections of the work to determine if any work

is incomplete. We will prepare a punch list of the incomplete work and provide to the Contractor and City. We will perform subsequent inspections to confirm that incomplete work has been completed satisfactorily.

3. We will obtain lien waivers, bonds, warranties, and other documents required by the Contract Documents from the Contractor.
4. We will prepare a final certificate of substantial completion and recommendation to the City for final acceptance of the project.
5. At the completion of the project, we will turn over all documents including final redline as-built drawings. We will coordinate the completion of final as-built drawings through the design engineer. A final project report will be prepared summarizing the project and performance of the contractor.
6. After completion of the project, we will coordinate the warranty repair procedures including a date of warranty expiration. We will monitor warranty problems and assist the City with warranty repair management until the final certificate of completion is filed.

## Rancho Verde Circle and Rohnert Park Expressway Traffic Signal Project

### Project Understanding

The City of Rohnert Park is seeking proposals from qualified Consulting firms interested in contracting with the City to provide construction management and inspection services for the Traffic Signal Installation on Rohnert Park Expressway at Rancho Verde Circle Project (Traffic Signal). The Traffic Signal is located at the T intersection, and also includes minor concrete improvements of sidewalk and curb ramp upgrades. There are no Federal funds associated with this project, thus making the administration and close-out much faster.

Traffic signal work has a lot "down-time" involved while equipment is ordered and waiting delivery. The miscellaneous concrete work will take up some of the time, but we feel that our inspection time can be on a part-time basis with this Project.

We have completed signal work for the City of Santa Rosa, with the recent Stony Point Road Widening work (performed at night due to high traffic volumes), and the City of Sebastopol, where we are completing a year-long Streetscape Improvement Project in the downtown core with Caltrans right of way on Hwy 116 and Hwy 12 with various improvements. Improvements on the Sebastopol project include in-ground lighted cross-walks, signal modifications to support lane changes.

The high traffic volumes on Rohnert Park Expressway will require strict adherence to the Contractor's traffic control plan and pedestrian safety measures during construction. Early and on-going coordination with PG&E will be the key to success of this project, which our field staff excel at. All our inspectors have excellent working relationships with the various utility companies as they know they will be working with them on an on-going basis. Our firm does a lot of work with W-Trans, especially Don Costa – traffic signal designer, and have a good rapport which helps when we need a quick response in the field from the Designer.

Construction Bids have not yet been received for this project, although it is anticipated that this project will be under construction in mid-summer. Contract Documents allow for 90 calendar days, and with equipment orders, concrete work and PG&E coordination all 60 working days will likely be needed. Our experience on similar projects indicates the work will likely be in chunks of time, and not requiring full-time attendance. We have allotted the equivalence of approximately 40 full time days.

### Scope of Work for Construction Management/ Inspection

The City's RFP has outlined in detail the services required of our team. We have not attempted to copy these requirements, but rather to outline our approach that will cover those services, as well as any that we feel should be included to bring the project to a successful close for the City of Rohnert Park.

The Scope of Work is divided into three phases as follows:

- Pre-Construction Services
- Construction Phase Services
- Post-Construction Services

### Pre-Construction Services:

1. Conduct a kick-off meeting with the City staff and relevant parties to discuss the proposed design scope and subsequent construction of the project.
2. Perform a constructability review of the plans and specifications to ensure the feasibility and constructability of proposed improvements.
3. Prepare a Construction Management Plan for the project. The Plan will include the following:
  - Preparation of a project specific manual identifying procedures and protocols to be used by the Construction Manager and project inspectors throughout the project.
  - Identifying lines of communication between City, Contractor, and Resident Engineer.
  - Contact list of key agencies, personnel, emergency contacts for Fire, Police, and others, etc.
  - Provides for standard daily field reports of work accomplished.
  - Shop drawing log to identify contractor submittals and tracks status of approvals and return to contractor.
  - Logging system to track contractors' requests for information and status of responses.
  - Logging system to identify change order requests and status of approvals or negotiations.
  - Log of correspondence from and to contractor and City.
  - Preparation of a monthly report to the City showing progress for the previous month, with any issues needing resolution or pending. Photos of work in progress are typically included.
  - Assisting City with review of monthly progress payment requests from the contractor and recommendations to the City for payment.

- Preside over weekly or semi-weekly progress meetings to discuss previous period progress and review upcoming work, discuss status of submittals, correspondence, requests for information, and other significant issues relating to the project.
  - Photo records of construction and monitoring of contractor's record drawings.
4. Perform a thorough review of the final bid documents prior to start of construction. Verify quantities provided in the bidding documents. Provide results to the City and make recommendations on any identified ambiguities or omissions.
  5. Determine requirements, and identify any necessary permits as required to construct and operate the improvements.
  6. Prepare a list of affected utilities. Prior to commencement of construction, prepare a notice to utilities identifying the impact of the project on their utilities and for any relocation required.
  7. Review the project plans and conduct a job walk to verify the site conditions. Determine the construction requirements, constraints, sequence of operations, methods of traffic control, and related project activities/ events. Determine any interference with current or future projects and make recommendations for construction staging and phasing.
  8. Take photos and video of the existing site conditions.
  9. Conduct meetings with the businesses and residents along the route to inform them about the project schedule and construction impacts.

### Construction Phase Services:

1. Schedule and chair the Pre-Construction Conference. We will prepare an agenda and minutes of the meeting. Attention will be given to those items which may impact the schedule and/or project funding.
2. Conduct progress meetings with the Contractor, the City Project Manager, and other involved parties to discuss the progress of the project. Follow up on the issues raised at these meetings to expedite resolution and closure to issues.
3. Provide Contract work with the City. Establish and implement coordination, tracking, and communication procedures among City, Resident Engineer, Construction Inspector, and Contractor. Prepare correspondence, reports, meeting notes, and other documentation as

needed to communicate with the City, the Contractor, and other involved parties, and to establish a clear program record. Prepare and circulate meeting minutes.

4. Establish and implement coordination, tracking, and communication procedures among City, RE, Construction Inspector, Designer, and Contractor.
5. Establish and implement procedures for reviewing and processing requests for clarification and interpretation of the contract documents, shop drawings, samples and other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications, and the maintenance of field logs. Assist City in notifying the public prior to performing construction work that will impact them.
6. Record Management and Document Control

**Document Tracking System:** Maintain a computer-based correspondence, information, and submittal tracking system to ensure that correspondence requiring responses, requests, and submittals are answered in a timely manner. The contractor's submittal schedule will list all significant submittals required by the specifications and those that are critical to the project's success. The schedule will identify the expected date that the item is due. We will review the schedule to confirm that all submittals are listed and that the planned dates allow sufficient time before the item is required on the job site.

Green Valley Consulting Engineers will identify those submittals that can be reviewed at the job site and those that should be reviewed by the design engineer. The objective will be to proactively forecast potential problems and develop solutions before impacts occur in the project process.

**Maintain Project Files:** Maintain orderly project files. These files shall include, but not be limited to:

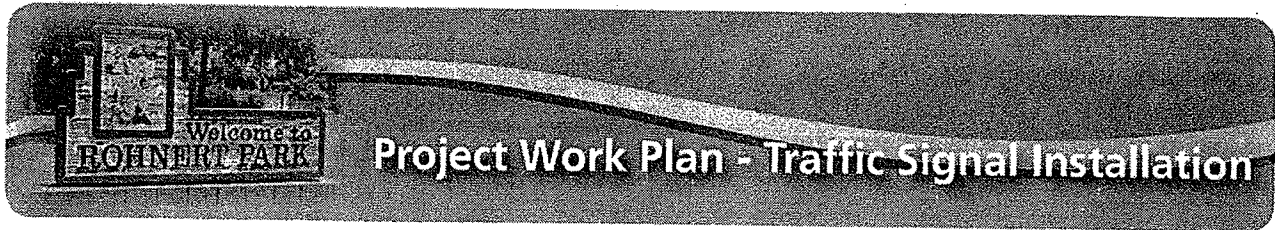
- Notice to Proceed
- Correspondence
- Meeting minutes
- Submittals
- Reproductions of original contract documents, including addenda
- Change orders supporting-documentation
- Permit documentation
- Clarifications for the contract documents
- Materials delivery tickets and compliance certification
- Weekly and monthly progress reports
- Meeting minutes





## Project Work Plan - Traffic Signal Installation

- Daily inspection reports
  - Progress photos
  - Lab and field test reports
  - Progress payments supporting documentation
  - Other project documentation
7. Provide field observation during construction. We will conduct detailed site observations of the general progress of the work to determine if the work is proceeding in accordance with the contract documents. The Construction Inspector will:
- Attend all meetings
  - Ensure compliance with any ADA requirements and the contract documents
  - Coordinate and schedule sampling and testing of construction materials, soil, and AC compaction tests with County Lab
  - Arrange for batch plant inspections (not needed for this contract)
  - Retain tickets prior to placement of material
  - Record up-to-date construction information to use in preparation of the record drawings
  - Prepare daily reports
  - Report to City any violations to any applicable regulations
  - Maintain a copy of the contract documents and construction-related documents at the site
  - Coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City
8. Prepare construction inspection reports. The on-site observer will complete a daily report of events that occur at the jobsite. Green Valley Consulting Engineers will implement a format for these reports which will include the following:
- Contractor's working hours on the jobsite. A separate log will be maintained if the contractor works two shifts or nights.
  - Contractor and subcontractor personnel and equipment on the jobsite.
  - Weather conditions and observations as to the effect on the progress of the work.
  - Decisions or directions given to the contractor. Items of this nature would be those of usual work progress with directions to be included in a more formal manner.
  - Daily utilization of the contractor and subcontractor equipment on the site, but obviously idle or in temporary storage will be so noted on the report.
  - Observations connected with the progress of the work including deficiencies or violations of contract requirements by the contractor.
  - Materials delivered to the job site, together with indication as to results of inspection thereof.
- Observed or potential delays and apparent causes. The contractor's reaction to these delays will be noted.
  - Data relative to claims, extras or deduction. This should include those noted and agreed, as well as potential claims or items of disagreement.
  - List of visitors, including testing laboratory representatives or others.
9. Prepare and submit bi-weekly status report to the City consisting of, but not limited to, the following documentation:
- A narrative description of the progress of work and major tasks completed
  - Schedule overview.
  - Change order summary.
  - One set of key progress photos.
  - Summary of construction progress for the prior reporting period.
  - Significant project issues including recommendations on any unsolved issues.
  - A narrative description of the progress of work and major tasks completed.
10. Review the contract documents and verify that all the required permits have been obtained for the construction of the project.
11. Review Contractor's schedule of values versus the payment application. Provide a recommendation of the monthly progress payment applications submitted by the contractor. We recommend that as a condition of approval, the contractor must be current with as-built recording and scheduling efforts.
12. Review, and Track Requests for Information (RFI's), Requests for Clarifications (RFC's), and Shop Drawings. Green Valley Consulting Engineers will establish and implement a Request for Information (RFI) procedure for use in providing resolutions to inquiries from the contractor regarding interpretations and clarifications of the plans and specifications.
- The RE and Inspector will review contract documents and interpret the drawings as necessary to answer the questions raised by the contractor. The RE will determine if resolution can be developed by application of the plans, typical details, the specifications, and applicable codes and standards. If the resolution cannot be determined from these or similar documents, the RE will consult with the design engineer and ask for the design engineer's interpretation. If the design engineer is authorized to develop additional design details necessary



to resolve a problem, Green Valley Consulting Engineers will coordinate through the engineer, the development of a revised design so that it is compatible with field conditions or status of the work, with the goal of minimizing or mitigating the impact on the contractor's work.

We will maintain a submittal log and process required submittals, prior to, and during the process of the work as follows:

- Concrete mix designs for minor concrete
- Mix designs for asphalt concrete
- Certificates of compliance for materials
- SWPPP Plan
- Contractor's Safety Plan
- Certified Payrolls

We understand the importance of reviewing submittals in a timely manner. It is imperative that submittals are received early on in a project and reviewed and approved promptly so as to not impact construction activities. We will work with the contractor to verify that all submittals are submitted and approved well in advance of the construction activities.

13. Review the contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. We will verify that all work for interim milestones is included on the schedule. We will verify logic ties of activities, check the reasonability of task durations, review the critical path, and check for critical activities. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.
14. Contract Change Orders (CCO's) may be requested by the City, the Contractor, the RE, or the design engineer. Upon receipt of a proposed change, the RE will determine the necessity of the change, check for propriety, consider other methods of accomplishing the work, method of compensation, effect on contract time, estimate of cost, the Contractor's reaction to the proposed change, and the probability of final approval. If the RE determines that a proposed change is warranted, a proposed change order file will be established. Documents prepared by the RE describing the work, will be transmitted to the Contractor for pricing. Concurrently, independent estimate of cost

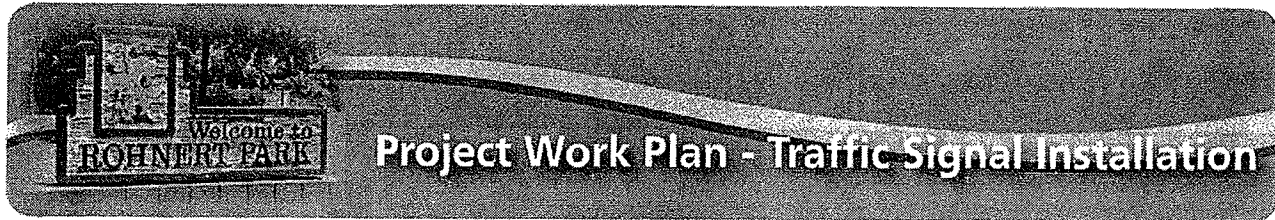
and time impact will be prepared by the City and RE. Upon receipt of the contractor's quotation, the Construction Inspector will review and compare it to the independent estimate. Based on the review, the RE will either recommend approval to the City, or recommend rejection. If negotiation is authorized, the RE will conduct the negotiations with the Contractor.

For work where a unit cost is not determined prior to performing the work, the Inspector will collect time and material sheets at the end of each day.

All documentation regarding change orders will be maintained, including dates of notification by Contractor, interim steps, recommendation by RE, and final decision.

15. Green Valley Consulting Engineers will assist the City to reach an agreement with the Contractor regarding disputes.
16. Review the Contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.
17. Perform field interviews with the contractor's work force on the payment of prevailing wages and fringe benefits. Conduct labor compliance interviews of Contractor's and Subcontractor's employees. Provide and ensure proper posting of the appropriate Federal and State Wage Determinations and labor compliance posters on the project site. Obtain copies of the certified payrolls and fringe benefit statements from the Contractor on a weekly basis. Review the payroll records, interview forms, daily logs, and compare for accuracy. Prepare bi-weekly reports of any deficiencies; and request Contractor to submit back up documents for the contractor, subcontractors, second tier subcontractors, and unlisted subcontractors (contracts less than \$10,000) working on the project.
18. Prepare weekly statement of working days.
19. Provide videotape and photographic documentation of project site prior to, during, and after construction. Ensure that any survey markers disturbed by the Contractor are restored by the Contractor.
20. Maintain a set of contract documents with up-to-date information regarding all addendum, substitutions,





clarifications, and changes.

21. Coordinate any certified technical inspections, field testing, or laboratory testing required for the project. Ensure that Contractor has notified utilities affected by the project.
22. Review and monitor the contractor's safety program. The inspector will enforce on-site safety requirements and will report to City on any observed deviations from the plan.
23. Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control plans. The Inspector will enforce traffic control safety requirements in and around construction zones.
24. Review the Contractor's "Best Management Practices" plan prior to beginning of construction. Monitor the Contractor's implementation to prevent storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
25. Review of Storm Water Pollution Prevention Plan (SWPPP) as required by the City.
26. The RE will maintain a copy of the plans on the site with all the changes. Upon completion of construction, Green Valley Consulting Engineers will conduct an As-Built verification, and prepare and provide a copy of the As-Built plans to the City.
27. Assist City in maintaining a good relationship with the public. The RE will immediately report to the City any inconvenience to the public and will try to remedy arising problems as soon as possible, subsequent to his discussion with the City.

Good public relations with the general public are imperative to the success of any project. Typically, construction work is adjacent to private residences and businesses and construction can be very disturbing. Our inspectors will be the first line of defense for addressing complaints by the public. They will work with the Contractor to address issues and concerns brought forth by the public, business, and property owners.

On this project, we do not anticipate any out of the ordinary public relation program to be needed. Depending on the City's request we can offer a range of support services.

To assist with the public relations efforts for this contract,

we will:

- Maintain a log of all phone calls received
- Listen to citizen's concerns and try to appease them
- Work with the Contractor for prompt resolution of issues
- Circulate fliers, newspaper notifications as appropriate, and as approved by the City about noise and odor restrictions, period of construction, and suggested alternate routes
- Verify that changeable message signs are placed alerting traffic of the period of potential delays during lane closures
- Communicate with emergency services about any events that may raise emergency calls from the public
- Implement a project hotline if agreed to by the City
- Provide information to the city to post on the City's website

#### Post Construction Services

1. Contract closeout services will include the administration of the transfer of the project to the City, coordination of warranty activities and demobilization of the Contractor and CM Staff.
2. At the completion of the project, we will perform inspections of the work to determine if any work is incomplete. We will prepare a punch list of the incomplete work and provide to the Contractor and City. We will perform subsequent inspections to confirm that incomplete work has been completed satisfactorily.
3. We will obtain lien waivers, bonds, warranties, and other documents required by the Contract Documents from the Contractor.
4. We will prepare a final certificate of substantial completion and recommendation to the City for final acceptance of the project.
5. At the completion of the project, we will turn over all documents including final redline as-built drawings. We will coordinate the completion of final as-built drawings through the design engineer. A final project report will be prepared summarizing the project and performance of the contractor.
6. After completion of the project, we will coordinate the warranty repair procedures including a date of warranty expiration. We will monitor warranty problems and assist the City with warranty repair management until the final certificate of completion is filed.

EXHIBIT B

Compensation

**DRAFT**

**WORK ESTIMATE**



**CITY OF ROHNERT PARK  
DEVELOPMENT SERVICES**

**COMBINED SERVICES - TRAFFIC SIGNAL INSTALLATION AT RANCHO VERDE CIRCLE, COPELAND CREEK BIKE PATH RECONSTRUCTION, & ARLEN DRIVE & EAST COTATI AVE OVERLAY PROJECT**



Task Information		Billing Classification							Remarks
Task	Task Information	Senior Project Manager/RE	Resident Engineer/CM	Construction Inspector	Admin. Assistant	Direct Costs	Total Hours	Total Costs	
		\$ 135.00	\$ 115.00	\$ 105.00	\$ 70.00				
1	Pre-Construction Meeting & Photos								
a	Traffic Signal @ Rancho Verde Circle	2	16	8	2		26	\$2,820	
b	Copeland Creek Bike Path	16	24	20	2	\$25	46	\$5,025	
c	Arlen & E. Cotati Overlay	4	20	20	2	\$25	42	\$4,565	
2	Submittal Management								
a	Traffic Signal @ Rancho Verde Circle	2	12				12	\$1,380	Based on an estimate of 18 submittals
b	Copeland Creek Bike Path	2	12				12	\$1,380	Based on an estimate of 15 submittals
c	Arlen & E. Cotati Overlay		12				12	\$1,380	Based on an estimate of 12 submittals
3	Schedule Management & Wkly. St. of Work. Days								
a	Traffic Signal @ Rancho Verde Circle		4				4	\$460	Based on 12 weeks
b	Copeland Creek Bike Path	4	8				8	\$920	Based on 12 weeks
c	Arlen & E. Cotati Overlay		8				8	\$920	Based on 12 weeks
4	Daily Field Inspection & Doc. & Materials Testing**								
a	Traffic Signal @ Rancho Verde Circle		2	124	4		130	\$13,530	Based on 35 working days
b	Copeland Creek Bike Path		8	430	6		444	\$46,490	Based on 60 working days
c	Arlen & E. Cotati Overlay		8	266	4		278	\$29,130	Based on 30 working days
5	RFI & RFC Management								
a	Traffic Signal @ Rancho Verde Circle	2	8				8	\$920	Based on an estimate of 4 RFIs
b	Copeland Creek Bike Path	8	8				8	\$920	Based on an estimate of 4 RFIs
c	Arlen & E. Cotati Overlay		8				8	\$920	Based on an estimate of 4 RFIs
6	Construction Management								
a	Traffic Signal @ Rancho Verde Circle		20				20	\$2,300	Based on 35 working days
b	Copeland Creek Bike Path		40				40	\$4,600	Based on 60 working days
c	Arlen & E. Cotati Overlay		40				40	\$4,600	Based on 30 working days
7	Change Order Management								
a	Traffic Signal @ Rancho Verde Circle	2	8				8	\$920	Based on an estimate of 2 Change Orders
b	Copeland Creek Bike Path	8	16				16	\$1,840	Based on an estimate of 3 Change Orders
c	Arlen & E. Cotati Overlay	8	10				10	\$1,150	Based on an estimate of 2 Change Orders
8	Pay Estimate Management								
a	Traffic Signal @ Rancho Verde Circle		6				6	\$690	Based on an estimate of 4 Pay Estimates
b	Copeland Creek Bike Path		8				8	\$920	Based on an estimate of 4 Pay Estimates
c	Arlen & E. Cotati Overlay		8				8	\$920	Based on an estimate of 4 Pay Estimates
9	Progress Meetings								
a	Traffic Signal @ Rancho Verde Circle		4				4	\$460	Based on Progress Meetings twice a month
b	Copeland Creek Bike Path		10				10	\$1,150	Based on Progress Meetings twice a month
c	Arlen & E. Cotati Overlay		6				6	\$690	Based on Progress Meetings twice a month
10	Federal Reporting Requirements								
a	Traffic Signal @ Rancho Verde Circle						0	\$0	
b	Copeland Creek Bike Path		44			\$25	44	\$5,085	
c	Arlen & E. Cotati Overlay		44			\$25	44	\$5,085	
11	Public Relations and Notifications								
a	Traffic Signal @ Rancho Verde Circle		4				4	\$460	
b	Copeland Creek Bike Path		4				4	\$460	
c	Arlen & E. Cotati Overlay		4				4	\$460	
12	Closeout & Record Drawings								
a	Traffic Signal @ Rancho Verde Circle		16	16	4		36	\$3,800	
b	Copeland Creek Bike Path		40	20	8	\$0	68	\$7,260	
c	Arlen & E. Cotati Overlay		40	16	8	\$0	64	\$6,840	
13	Construction Staking								
a	Traffic Signal @ Rancho Verde Circle						0	\$0	
b	Copeland Creek Bike Path						0	\$0	
c	Arlen & E. Cotati Overlay						0	\$0	
	Vehicle Costs \$75/day					\$4,950		\$4,950	Vehicle for 66 days
		8	100	148	10				
		38	222	470	16				
		12	208	302	14				
	<b>Total Hours</b>	<b>58</b>	<b>530</b>	<b>920</b>	<b>40</b>				
		<b>\$7,830</b>	<b>\$60,950</b>	<b>\$96,600</b>	<b>\$2,800</b>	<b>\$5,050</b>		<b>\$173,230.00</b>	<b>TOTAL NOT-TO-EXCEED COST</b>

Based on 60 working days for all three Contracts, plus start-up and closeout  
 Based on part and full -time inspection, Monday through Friday at State Prevailing Wages  
 Based on part time Construction Management Estimated at 2 hours per project, per day  
 \*\* copies

## EXHIBIT C

### Insurance Requirements to Agreement For Design Professional Services Re: Construction Management and Inspection 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 on 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

**DRAFT**





**LIZ ELLIS, P.E.**  
Principal-In-Charge



Liz Ellis founded Green Valley Consulting Engineers in 1997. After working for 15 years in public and private sectors Liz pursued her vision of creating an organization that reflected her passion for restoring and enhancing communities and the lives of their residents. She is an accomplished and experienced program manager and project manager/ engineer with a broad range of municipal infrastructure experience. She has over 20 years of experience as both a designer and facilitator dedicated to moving projects forward and successfully resolving complex project issues between multiple stakeholders. She has been responsible for the planning, permitting, design and management of various award-winning municipal transportation projects.

*"Some engineers have a preconceived idea of what a design or plan should be – I prefer to look at the project as a piece of art. Rather than design from a rigid set of rules and standards, I like to work with my clients to develop new rules and give them an inspired and dynamic product at the end of the process."*

— Liz Ellis, Owner and Principal-In-Charge, Green Valley Consulting Engineers

**Education**

B.S./Civil Engineering  
San Francisco State University

**Professional Registration**  
Civil/CA C50830

**Professional Affiliations**

Sonoma County Regional Parks Foundation, Member of the Board of Directors

CELSOC Member, Board Member for Scholarship Foundation

ASCE Member

**Award Recognition**

- 2011 ASCE Sustainable Technology Project of the Year & 2012 ACEC Engineering Excellence Award: *Laguna Force Main Replacement and Morris Street Pump Station Improvements*
- 2011 ACEC Special Project of the Year: *Mark West Quarry Solar Panel Project*
- 2011 Santa Rosa Chamber of Commerce Bob Blanchard Leadership Award
- 2009 ASCE Outstanding Small Transportation Project of the Year & 2009 ACEC Engineering Excellence Award: *Fort Bragg Downtown Streetscape*
- 2008 ASCE Riverfront Urban Transformation Project of the Year: *Oroville Riverfront Improvements*
- 2007, 2005, 2003 ACEC/CELSOC Engineering Excellence Award: *Pomo Bluffs Coastal Park, Pierson Reach Pathway, Cloverdale Main Street*
- 2007, 2004 North Bay Women in Business Award
- 2005 ASCE Environmental Project of the Year Award: *Riverfront Regional Park*

**Related Project Experience**

**Downtown Streetscape and Franklin Street Reconstruction, City of Fort Bragg.** Recipient of the 2009 ACEC Engineering Excellence Award and the 2009 ASCE Outstanding Small

Transportation Project of the Year. Recognized by her peers for her engineering excellence, Liz worked with key stakeholders and elected officials to successfully implement a Streetscape Masterplan for over 6 city blocks of the core downtown area. The renovation focused on roadway reconstruction, traffic calming, pedestrian and bicycle access solutions including ADA upgrades, sidewalk curb bulbs, and colored crosswalks, addressing parking concerns, and implementation of hardscape/landscape beautification concepts. Her Project Manager role included extensive public outreach with public workshops, monthly meetings with various downtown business groups and on-going dialogue with businesses and residents.

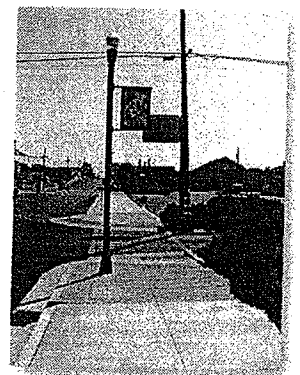
**Street Smart Improvements, City of Sebastopol.** Performed the overall project management for this two million dollar federally funded transportation improvement project. The project made pedestrian accessibility and safety improvements to multiple intersections along local State highways in the downtown area. These improvements included the removal of existing "old" sidewalks, the installation of new sidewalks with ADA compliant curb ramps, the construction of in-pavement lighted and colored crosswalks, pedestrian flashing beacons, curb extensions (bulb-outs), striping, signage, and landscaping. The project was under the oversight of Caltrans and required adherence to the Caltrans' Local Assistance Procedures Manual for project delivery.

**Solano Avenue/West Lincoln Avenue Intersection Improvements, City of Napa.** Provided the overall project management for this major intersection re-configuration and signalization project that had Caltrans oversight.

Intersection improvements included the widening of approximately 700 lineal feet of arterial roadway and State Highway 29 facilities, the installation of new street lighting and signalization, and the construction of extensive drainage facilities and pedestrian safety features. The project involved extensive coordination with Caltrans for the coordination of City signals. Green Valley was responsible for all phases of the project including pre-design, topographic mapping, final engineering design, permitting, and construction support.



*Intersection work for the City of Sebastopol's Street Smart Improvement Project.*



*New Sidewalks, ADA Compliant Curb Ramps, and Crosswalks Installed in the City of Fort Bragg.*

## TIM DILLENBURG

### Resident Engineer/Construction Manager



#### Education

Allan Hancock Junior College  
Cuesta Junior College

#### Training

Caltrans "Local Assistance Resident Engineer Academy" by ITS Berkeley

"Critical Changes to Caltrans Section 39 Hot Mix Asphalt Specifications" – CalAPA

"Managing Construction Projects" seminar by Lorman Education Services

Coursework in Construction Estimating from San Diego State University and the North Coast Builders Exchange

Completion of a 24-Hour SWPPP Training Course

Microsoft Project 2-Day Hands on Workshop

Coursework in Construction Management at Santa Rosa Junior College

Tim is a certified Resident Engineer per the Caltrans Division of Local Assistance Resident Engineers Academy. He has over a decade of experience providing construction oversight and contract administration on capital improvement projects. He has acted as Resident Engineer on several Federal-aid projects requiring compliance with the Caltrans' Local Assistance Procedures Manual for project delivery. As a Resident Engineer, his role and responsibilities include Federal-aid project records and accounting, control of materials, communication/correspondence, maintenance of work schedules, quality assurance, control/scope of work, labor compliance, claims and claims avoidance, and project safety. Having previously worked for a large general engineering contractor, Tim understands "both sides of the fence" and strives to facilitate open and clear communication with all parties involved. He has been described by his municipal clients as "able to handle any task assigned" and praised for his "intelligence, skills, and experience."

#### Related Project Experience

**Fort Bragg Downtown Streetscape, City of Fort Bragg.** While with the City of Fort Bragg, Tim oversaw the construction management and inspection of this mile-long streetscape project designed by Green Valley. The project involved the reconstruction of a portion of Franklin Street and several intersecting side streets with new signage and striping, and made significant pedestrian safety improvements which included: the construction of stamped asphalt concrete crosswalks, the installation of new sidewalks with ADA compliant curb ramps and curb bulb-outs, the construction of bike lanes, the installation of old-fashioned street lighting, and decorative streetscape furnishings.

**2010 ARRA Cost Savings Overlay Project, County of Sonoma.** Acted as the full-time Resident Engineer for this \$2.3 million dollar Federal Highway Administration (FHWA) project which was under the oversight of Caltrans. The project involved the rubberized concrete overlay of four high traffic volume local Sonoma County roads and was funded entirely by cost savings accrued from the American Recovery and Reinvestment Act (ARRA) of 2009. Duties included ensuring that the construction and contract administration was performed in compliance with the Caltrans' Local Assistance Program which dictates ARRA funding reporting requirements as well as all other Federal and State requirements for project delivery.

**Street Smart Sebastopol – Phase 3, City of Sebastopol.** Provided the full-time construction management for this \$2 million dollar, Phase 3 Federally funded transportation improvement project. The project made pedestrian accessibility and safety improvements to nine intersections along local State highways in the downtown area. These improvements included the removal of existing "old" sidewalks, the installation of new sidewalks with ADA compliant curb ramps, the construction of in-pavement lighted and colored crosswalks, pedestrian flashing beacons, curb extensions (bulb-outs), striping, signage, and landscaping. The project was under the oversight of Caltrans and required adherence to the Caltrans' Local Assistance Procedures Manual for project delivery.

**Windsor Road Bicycle Lane at Pond 7, Town of Windsor.** Provided the full-time construction management for this transportation improvement project that installed a new bicycle lane and sidewalk along the east side of Windsor Road in front of the Town Corporation Yard. The connection provides a segregated and safe traveling environment to the many pedestrians and bicyclists who use the road. The project was funded by the Caltrans' Bicycle Transportation Account and was delivered in accordance with Caltrans' Local Assistance Procedures Manual.



*"Tim has been a huge asset to the City of Fort Bragg. He has assisted my staff tremendously with multiple projects over the last year. Because of his attention to detail and excellent communication with all project stakeholders, the City has been able to be relatively 'hands-off' and know with confidence that the job will be done and done well. Tim makes a conscious effort to keep project costs at a minimum while at the same time requiring quality workmanship and products from the contractor."*

—Dave Gobie, Director of Public Works, City of Fort Bragg

*"I contracted with Green Valley Consulting Engineers for Construction Management and Inspection services on the Earle Street Water and Sewer Main Replacement project. Mr. Dillenburg and your construction inspectors are a very competent team and great to work with. They combine experience and personality into an ideal Construction Management and Inspection package. I would recommend them to anyone who asked."*

—Jesus McKeag, Director of Public Works, City Project Manager for the City of Santa Rosa

*"All of the work you've put into the 2010 ARRA Cost Savings Project shows. Without the contract administration, oversight, inspection and testing that you provide, we cannot expect to have such quality work."*

—Kevin Howze, Division Manager, County of Sonoma Transportation and Public Works

RONALD TIMMSEN, P.E.  
Resident Engineer/Senior Project Manager

**Education**

A.A./Civil Engineering  
Technology  
Santa Rosa Junior College  
B.S./Civil Engineering  
San Jose State University

**Professional  
Registration**

Civil/CA #28321

Ronald Timmsen (Ron) brings over 30 years of project management experience working with large general engineering contractors to the Green Valley team. He has spent his entire professional engineering career working "on the construction side" and has an expert knowledge of the materials, cost, lead time, and the administrative process required to "get things built." Ron has worked on countless Federal-aid, including Caltrans, projects. He is most recently providing Green Valley's Doyle Drive Replacement Project in San Francisco with resident engineering services – specifically, contract change order analysis. As a Senior Project Manager/Resident Engineer, Ron will oversee the entire Green Valley Construction Management team during the City of Rohnert Park's projects: Arlen Drive and East Cotati Avenue Overlays, Copeland Creek Bike Path, and Rancho Verde Traffic Signal Project. He will make technical engineering recommendations, provide immediate answers to all questions and concerns if and when they arise in the field, and give the final authorization on all required construction documentation and paperwork.

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**Related Project Experience – with Green Valley Consulting Engineers****Doyle Drive Replacement Project, ARUP, San Francisco, CA.**

*Construction Cost: \$1 Billion*

Performing the contract change order analysis for the relocation of over 6,000 feet of multiple pipeline relocations for the Doyle Drive Replacement Project (also known as the Presidio Parkway Project). The federally funded project is a joint venture led by Arup, PB Americas Inc., and Caltrans. The project involves the complete replacement of San Francisco's primary approach to the Golden Gate Bridge with the construction of a 1.6 mile long, six lane expressway which includes 1,800 feet twin-bore cut-and-cover tunnels, 1,800 feet of elevated viaducts, and a temporary bypass. The complex utility relocation involves rerouting 2-inch through 12-inch water lines, force main, and other utilities within a three foot "clear" space of ground located above the new tunnel and below the roadway.

**Street Smart Improvements Phase 3, City of Sebastopol, CA.**

*Construction Cost: \$1.4 Million*

Performed the contract change order analysis for Phase 3 of this federally funded roadway improvement project. The project included roadway reconstruction, the installation of in-pavement lighted and colored crosswalks, pedestrian flashing beacons, curb extensions (bulbouts), sidewalk gap closures, landscaping, signage, and entryway treatments at select intersections along the City's "Main Street" – the Highway 116 corridor within the City limits. Funding for the project was from a combination of local and federal funds administered by the Caltrans Local Assistance Program. Close coordination with Caltrans was required for the preparation and processing of encroachment permits, funding applications, and right-of-way certifications.

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**Related Project Management/Construction Experience**

**Senior Project Estimator/Manager for Argonaut Constructors, Santa Rosa, CA.** A general engineering contractor performing grading, paving, earthmoving and underground work. Performed numerous contracts for Caltrans, private, and public clients.

**Chief Estimator/Project Manager for Pipeline Excavators, Santa Rosa, CA.** A general engineering contractor performing grading, paving, earthmoving, and underground work. Performed numerous projects for both public and private clients.



## SEAN LAWSON

### Construction Inspector

Sean is an accomplished Construction Inspector with experience in the inspection of municipal infrastructure projects, specifically those projects involving paving and roadway improvements. He is known for his "hands on" approach in successfully solving problems, educating and keeping local residents informed of construction activities, and minimizing any possible delays to project progress. His experience includes water and sewer main projects, storm drain installations, safe routes to schools, and roadway reconstructions. He has been commended for his construction oversight skills from his clients, local businesses and residents, and project superintendents for turning what could be difficult situations into pleasant and accommodating experiences.

#### Education

Civil Technician Certificate  
Santa Rosa Junior College

#### Training

"Critical Changes to Caltrans Section 39 Hot Mix Asphalt Specifications" - CalAPA  
Advanced Construction Management & Inspection Seminar - APWA, Northern California Chapter  
"Safety Through Maintenance and Construction Zones" 16 Hour Training Course Including Flagger Training - UC Berkeley Institute of Transportation Studies, Technology Transfer Program

#### Related Project Experience

##### **On-Call Construction Inspection Services, City of Petaluma**

Responsible for representing the City of Petaluma during the nighttime installation of an 18-inch water on a Federally funded Caltrans' highway improvement project. The \$8.3 million dollar project involves the construction of highway ramps and a bridge overpass at East Washington Street and includes the installation of water and sewer mains. The 18-inch water main installation included 13 nighttime tie-ins to service an adjacent Raley's shopping center. Operations were performed at night to minimize construction impacts and utility disruptions. As the City's representatives, Green Valley ensured all construction conformed to all City standards.

**East Cotati Avenue Improvements, City of Cotati.** Provided construction inspection for the \$1,000,000 reconstruction of East Cotati Avenue, a major thoroughfare in the heart of downtown Cotati. Project elements included the repair of asphalt concrete failures with dig-outs and full-depth AC paving, traffic loop replacement, cold planing of existing pavement, AC grinding at curb lips and side street conforms, leveling AC, full width pavement fabric, and asphalt concrete overlay. Significant traffic volumes were present on a 24 hour basis and required careful planning and coordination.

**Stony Point Road Widening, City of Santa Rosa Public Works.** Provided the construction inspection for this \$4 million roadway improvement project located in southwest Santa Rosa. The project reconstructed 2 blocks of a heavily trafficked reach of roadway directly adjacent to the State Highway 12 on and off ramps. The project is being constructed in two phases and when completed will provide congestion relief to the signalized intersections of Stony Point Road. The project included the widening of Stony Point Road to incorporate a new traffic lane, new and relocated traffic signals, the addition of Class 2 bike lanes, paved driveway entrances, the widening of existing sidewalks, the construction of a new center median and decorative landscaping elements. Inspection required Caltrans' coordination and the implementation of a traffic control and pedestrian safety plan.

**Santa Rosa Avenue Widening, City of Santa Rosa.** Performed the construction inspection on this roadway improvement project that involved the asphalt concrete overlay of the entire cross-section of roadway from Yolanda Avenue to Kawan Springs Road. The project included the installation of a new 12 inch water line, a new bus pullout and new curb, gutter, and sidewalk, the relocation of existing utilities, and the grinding and overlay of specified entrances and exits to a Costco fuel farm.

7th Street Water and Sewer Main Replacement Project  
Commendations:

*As a resident of the affected project area, I am writing to share my opinion of your employee Sean Lawson. In short, you have a "real gem" working for you. What could have been a nightmare for myself and other affected residents has been a lesson in good construction management.*

— Wendy Robert,  
Santa Rosa Local Resident

*This has been the best downtown project ever to work with. Usually all I get are complaints about construction work downtown, but for this project all I received were positive calls from the residents about the inspection.*

— Toni Guanella,  
Parking Supervisor for the City of Santa Rosa

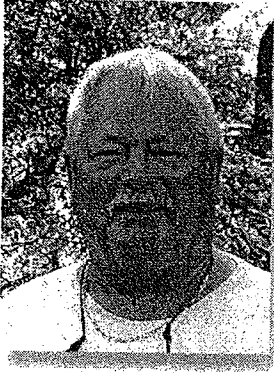
*I would like to let you know what a brilliant job Sean is doing. It is so nice to be on a project with people you can work with. He is a credit to Green Valley.*

— Brendan Smith,  
Project Superintendent

*Had there been issues during the work that impacted our business, I would have been complaining loudly. But the crew could not have been considerate and accommodating while our block was under construction.*

— Ken Pedersen, Pedersen's Furniture of Santa Rosa

## VERN TYREE Construction Inspector



### Education

A. S. in Science  
Santa Rosa Junior College

### Training

Hazardous Materials  
Transportation: Safe Work  
Practices  
Personal Protective Equipment  
Toxic Substances Control Act  
OSHA Hazardous Waste  
Operations and Emergency  
Response Standards  
(HAZWOPER)  
Confined Space: Permit-  
Required - Construction

Vern is an accomplished construction inspector with over 20 years of field experience specialized in municipal infrastructure projects. He has been described as a "take-charge person" and a "tremendous asset who consistently tackles all projects with excellent planning, knowledge and experience, and great dedication." Below are projects representative of his extensive experience with utility, roadway, and streetscape improvements.

### Related Project Experience

#### **Street Smart Sebastopol – Phase 3, City of Sebastopol.**

Provided the daily construction inspection for this \$1.4 million dollar, federally funded street improvement project. The project made pedestrian accessibility and safety improvements to nine intersections along local State highways in the downtown area. These improvements included the removal of existing "old" sidewalks, the installation of new sidewalks with ADA compliant curb ramps, the construction of in-pavement lighted and colored crosswalks, pedestrian flashing beacons, curb extensions (bulb-outs), striping, signage, and landscaping. The project was under the oversight of Caltrans and required adherence to the Caltrans' Local Assistance Procedures Manual for project delivery in addition to City standards.

#### **2010 ARRA Cost Savings Overlay Project, County of Sonoma.**

Provided the daily construction inspection for this \$2.3 million dollar Federal Highway Administration (FHWA) project which was under the oversight of Caltrans. The project involved the rubberized concrete overlay of four high traffic volume local Sonoma County roads and was funded entirely by cost savings accrued from the American Recovery and Reinvestment Act (ARRA) of 2009.

#### **Old Redwood Highway Pedestrian Linkage, Town of Windsor.**

Provided the daily construction inspection for this federally funded ARRA streetscape improvement project. The project consisted of the installation of an eight foot wide sidewalk with curb and gutter, decorative street lighting, stamped asphalt concrete crosswalks with in-pavement lighting systems, a designated bike lane, ADA compliant curb ramps, roadway signage, and asphalt concrete paving with new markings. Responsible for ensuring that all construction and contract administration was performed in compliance with Caltrans' Local Assistance Procedures Manual which dictates ARRA funding reporting requirements as well as all other Federal and State requirements for project delivery in addition to local Town of Windsor standards.

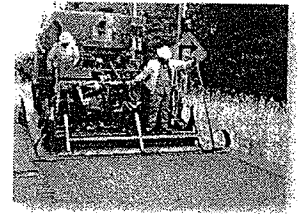
#### **Diamond Hill Estates Frontage Improvements, City of Calistoga.**

Provided the full-time construction inspection for roadway improvements associated with the construction of the Diamond Hill Estates, a new 35-home subdivision. Improvements were located within Caltrans jurisdiction on State Highways 29 and 128 and required that all construction and contract administration was performed in accordance with City of Calistoga and Caltrans' standards.



*"All of the work you've put into the 2010 ARRA Cost Savings Project shows. Without the contract administration, oversight, inspection and testing that you provide, we cannot expect to have such quality work."*

— Kevin Howze, Division Manager, County of Sonoma Transportation and Public Works



*Microseal Treatment – County of Sonoma Overlay Project.*

## CHARLIE WILLIAMSON Construction Inspector



### Education

High School Diploma

Military: Rank of E-5, EN-2  
Engineman 2nd Class

### Training

- 24 Hour SWPPP Training
- C-4 Hazwoper Refresher
- 8 Hour Supervisor Refresher
- 40 Hour EPA/OSHA Hazardous Waste Training
- Competent Person, Confined Space, First Aid and CPR, and TAB Data Training

Charlie is a seasoned construction inspector with over thirty years of practical, hands-on construction experience working for large construction companies that specialized in paving projects. Charlie can best be described as a diligent, detail-oriented, and proactive construction inspector who has helped lead many of Green Valley's award-winning projects to successful, on-time and on-budget completion.

### Related Project Experience

#### **2010 ARRA Cost Savings Overlay Project, County of Sonoma.**

Performed the full time construction inspection for this \$2.3 million dollar road improvement project which involved the unique use of rubberized concrete overlay (RAC) of four high traffic volume local Sonoma County roads. The project was funded entirely by cost savings accrued from the American Recovery and Reinvestment Act (ARRA) of 2009. Duties include ensuring that the construction and contract administration for the project was performed in compliance with the ARRA funding reporting requirements per the Caltrans Local Assistance Program.

#### **Sebastopol Water Zone Interconnect, City of Sebastopol.**

Performed the construction inspection for the renovation of existing water facilities at City Well No. 6 in the City of Sebastopol. The project included the installation of new water supply and discharge line piping, tie-ins to existing water supply and discharge lines, the installation of all appurtenances such as valves, valve boxes, reducers, and fittings, the backfill of utility trenches, and asphalt concrete surface restoration including pavement re-striping.

#### **Windsor Road and Windsor Road Intersection Improvements,**

**Town of Windsor.** Provided the construction inspection for this street improvement project in one of the busiest intersections in the heart of downtown Windsor. Project improvements included ADA accessible curb ramps, the removal and replacement of the existing brick crosswalk and sidewalk, and the construction of a curb bulb-out. The high rate of pedestrian traffic at this busy intersection required the implementation of a very detailed traffic control and pedestrian detour plan during construction.

#### **Street Smart Sebastopol – Phase 3, City of Sebastopol.**

Provided the construction inspection for this \$2 million dollar, federally funded street improvement project. The project made pedestrian accessibility and safety improvements to nine intersections along local State highways in the downtown area. These improvements included the removal of existing "old" sidewalks, the installation of new sidewalks with ADA compliant curb ramps, the construction of in-pavement lighted and colored crosswalks, pedestrian flashing beacons, curb extensions (bulb-outs), striping, signage, and landscaping. The project was under the oversight of Caltrans and required adherence to the Caltrans' Local Assistance Procedures Manual for project delivery in addition to City standards.

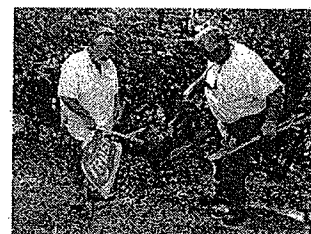
#### **Skyfarm A Sewer Lift Station, Wet Well Modifications, City of**

**Santa Rosa.** Provided the construction inspection for modifications to the Skyfarm A Sewer Lift Station located in the Fountaingrove area of northeast Santa Rosa. Modifications include the tie-in of a new 10-foot diameter wet well with the existing wet well, the installation of a new 5-foot diameter manhole, the installation of new sewer main, all associated valving, appurtenances, and electrical work, and a new asphalt concrete surface. Critical to the success of this project is the communication and coordination with adjacent neighborhood residents and Santa Rosa Memorial Hospital.



*"All of the work you've put into the 2010 ARRA Cost Savings Project shows. Without the contract administration, oversight, inspection and testing that you provide, we cannot expect to have such quality work."*

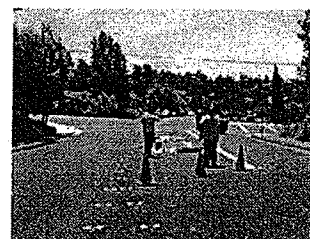
—Kevin Howze, Division Manager, County of Sonoma Transportation and Public Works



*Green Valley Construction Inspectors – Charlie Williamson and Vern Tyree – Volunteering Their Time at the City of Santa Rosa's 27th Annual Creek Clean Up During Creek Week.*



*2010 ARRA Cost Saving Overlays.*



*2009 Federal Overlays.*