

RESOLUTION NO. 2012- 89

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING A DESIGN PROFESSIONAL SERVICES
AGREEMENT FOR THE INTERCEPTOR OUTFALL SCWA SPOOL LINING
PROJECT NO. 2011-04 WITH THE COVELLO GROUP**

WHEREAS, on April 27, 2012, staff issued a Request For Proposals (“RFP”) for the Interceptor Outfall SCWA Spool Lining Project No. 2011-04 (“Project”) to identify a qualified consultant that can assist the City with the design, value engineering, and construction management and inspection services of the Project.

WHEREAS, the City received three proposals on May 31, 2012;

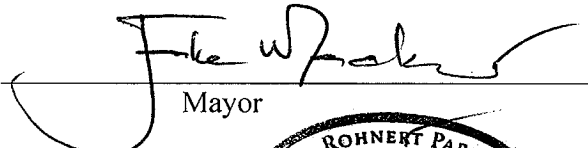
WHEREAS, the City project team chose The Covello Group for an award of contract for construction management and inspection services due to their (1) quality of team and ability to staff the Project, (2) experience and expertise in this particular type of work, and (3) understanding of the Project as demonstrated in the selection process.

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 The Covello Group, a California Corporation, and the City of Rohnert Park, a municipal corporation, for Construction Management and Inspection Services for the Interceptor Outfall SCWA Spool Lining Project No. 2011-04, for a not-to-exceed cost of \$99,040.

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.

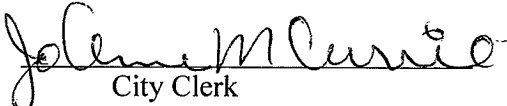
DULY AND REGULARLY ADOPTED this date of July 24, 2012.

CITY OF ROHNERT PARK



Mayor

ATTEST:



City Clerk



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

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

DESIGN PROFESSIONAL SERVICES AGREEMENT
RE: INTERCEPTOR OUTFALL SCWA SPOOL LINING PROJECT NO. 2011-04

THIS AGREEMENT is entered into as of the ____ day of _____, 2012, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and The Covello Group, ("Design Professional"), a California corporation.

Recitals

WHEREAS, City desires to obtain Construction Management and Inspection services in connection with Interceptor Outfall SCWA Spool Lining Project No. 2011-04 ; 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 November 30, 2013. 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 Ninety-nine Thousand Forty Dollars (\$99,040). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment.

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

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

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

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

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

G. Litigation Support. Design Professional agrees to testify at City's request if litigation is brought against City in connection with Design Professional's report. Unless the action is brought by Design Professional or is based upon Design Professional's negligence, City will compensate Design Professional for the preparation and the testimony at Design Professional's standard hourly rates, if requested by City and not part of the litigation brought by City against Design Professional.

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

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

6. Ownership of Documents.

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

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

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

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

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

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

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

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

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

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

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

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

8. Conflict of Interest.

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

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

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

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

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

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

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

11. Indemnity.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Design Professional shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Design Professional or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such negligence, recklessness, or willful misconduct includes without limitation the failure of Design Professional to disclose information known by Design Professional to be material to performing the Services. Such obligations to defend, hold harmless and indemnify any 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

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 of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

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

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

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

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

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

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

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

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

CITY OF ROHNERT PARK

THE COVELLO GROUP

By: _____
Gabriel A. Gonzalez, City Manager

By: _____
Title: _____

Date: _____
Per Resolution No. 2012-_____ adopted by the Rohnert
Park City Council at its meeting of July 24, 2012 .

Date: _____

THE COVELLO GROUP

APPROVED AS TO FORM:

By: _____
Title: _____
Date: _____

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance

3. Work Plan & Project Schedule

Our work plan and project schedule is based on assumptions related to the "Work Schedule" presented in the RFP. These assumptions are as follows:

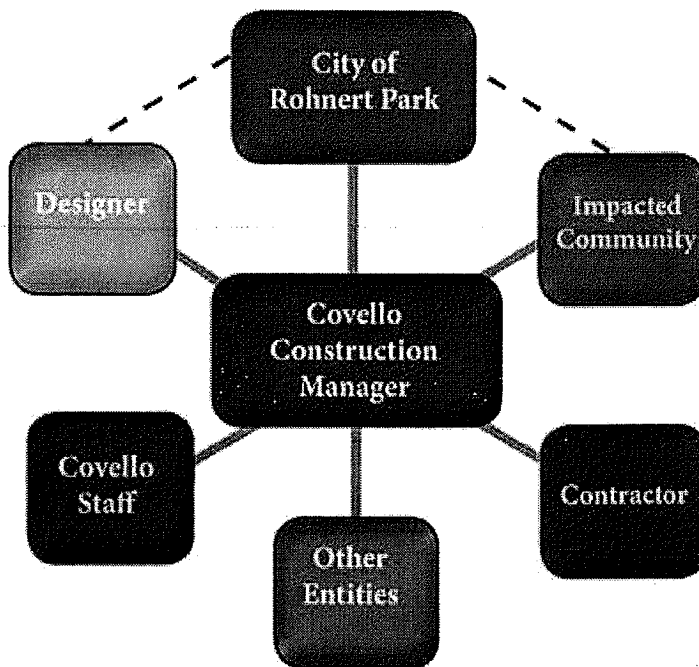
1.	Award Design Contract:	June 2012
2.	Constructability Review (Recommended):	January 2013 (See p.11)
3.	Complete 100% Documents:	February 2013
4.	Advertise Project:	March 2013
5.	Open Bids:	April 2013
6.	Award Construction Contract:	May 2013
7.	Commence Construction:	June 2013

As requested in the RFP, we separated our Work Plan into three phases; 1) Pre-Construction; 2) Construction; and 3) Post-Construction. The RFP lists 27 specific "scope" items that the City expects the CM to address and manage. We will perform all of these listed items, however, our Work Plan does not enumerate all of these "scope" tasks; instead we are presenting our overall approach to construction management. We also discuss certain tasks listed in the RFP to highlight our proven and successful approach. (We have also included a sample scope of work used on previous projects in Appendix B.)

PRE-CONSTRUCTION

Communication

Prior to the start of construction, it is imperative to set the stage for excellent communication and a good working relationship with all parties. As a standard approach to all projects, Covello looks to form a cohesive construction team before any field work begins. This can be accomplished at a "partnering workshop" or through specific topical meetings. The City, designer, contractor and the CM are the primary entities. Our goal is to create an open communication forum and develop relationships during the pre-construction phase. This sets the stage to allow the construction team to focus on solving the issues that arise as a cooperative group, not individuals concentrating on their specific interests. We recommend the CM become the hub of communication, which allows all documentation to be managed by one entity to maintain an accurate record of the Project. This approach provides the City with the knowledge that their CM has the pulse of the project at their fingertips at all times and focused on resolving issues early before they become major problems.



Constructability Review

Due to the complexities of the Project (e.g. the proximity to the SCWA transmission main, the possibility of a sensitive habitat location and the poor condition of the existing pipe), we recommend having our team perform a constructability review to compliment the Design Review and Value Engineering (DR/VE) activities. We understand the value of the DR/VE, however, we also believe that a constructability review has valuable components that differ from the DR/VE because it is performed from a bidding and construction perspective. We have found that providing this review and evaluation of the plans and specifications gives clarity to contractors during the bidding stage, produces accurate bids and reduces change orders during construction.

Benefits of Constructability Review:

- Confirm Sequence & Constraints
- Minimize ambiguities
- Accurate bids from contractors
- Reduces construction change orders



*Livermore Amador Valley
Water Management Agency*

Pre-Construction Meeting

Covello will schedule, facilitate and provide documentation of the Pre-Construction meeting. At this meeting, we will require the contractor to provide a summary schedule of the work so all parties will have the opportunity to evaluate their approach and discuss concerns up front. This provides the City with an understanding of how the contractor is approaching the work and allows frank discussion about possible impacts in the area. We will also include other interested and affected entities (e.g. SCWA) in order to have a record of the contact persons from each organization and to make the contractor aware of the specific conditions of each of these entities.

Importance of Pre-Construction Documentation:

- Establish baseline of minimum restoration requirements
- Identify areas of concern
- Protect owner & contractor from invalid restoration claims by residents
- Provide information to resolve possible claims during construction
- Establish conditions at temporary storage yard and surrounding area

Pre-Construction Documentation

Prior to the start of construction, we will video and photograph the pre-construction conditions of the entire work area. Additionally, Covello routinely examines the haul routes and non-haul routes near the construction zone. It is important to document the existing conditions because contractors and their subcontractors do not always follow the established haul routes and can cause damage that, if not documented, could be left unrepaired.

Standardized Processes

Covello uses Procore, a web-based document management system, on all of our projects. This system allows all team members to access relevant project information via the Internet. Working in "the cloud" facilitates many aspects of the project, and specifically the submittal process during pre-construction. When the contractor begins providing submittals for review, proper management and timely processing

Standard RFI Submittal Process:

- Contractor uploads information
- CM reviews for completeness
- Complete information forwarded to Designer
- Designer provides comments
- CM reviews comments to evaluate potential changes
- CM returns unchanged responses to contractor

ID	Name	Status	Date
1000000001	Submittal 1	Open	10/10/2010
1000000002	Submittal 2	Open	10/10/2010
1000000003	Submittal 3	Open	10/10/2010
1000000004	Submittal 4	Open	10/10/2010
1000000005	Submittal 5	Open	10/10/2010
1000000006	Submittal 6	Open	10/10/2010
1000000007	Submittal 7	Open	10/10/2010
1000000008	Submittal 8	Open	10/10/2010
1000000009	Submittal 9	Open	10/10/2010
1000000010	Submittal 10	Open	10/10/2010

is essential. Covello's system allows the contractor to enter and upload submittal information, Covello staff to confirm the information is consistent with the specification requirements and the designer to review and comment electronically. In order to streamline the submittal process, we communicate with the contractor the importance of complete submittal information. Also, we review and evaluate the effect of the designer's comments for clarity and accuracy. From that evaluation, we are able to resolve misunderstandings and establish an efficient method for submittal approval moving forward. The City will have access to all documents during this entire process, keeping all participants aware of all events in "real time". Additionally, hard copy files of all project documents are maintained.

CONSTRUCTION

Standardized Processes

During construction, Covello continues to create and track submittals, RFIs, changes, field orders and correspondence in our web-based system. This means the City has up-to-date information 24/7, which allows for near immediate decisions. An example of how this documentation system is useful for the City is daily observation reports. Our inspector or other field staff enters the daily work site information into the daily observation reports via computer tablets in the field. Photos and other important data such as conversations with the City, SCWA and the contractor are also documented and stored. These reports also track the contractor's labor, equipment, materials and production on a daily basis, which can be used to analyze a delay or loss of productivity claim. The daily observation reports are extremely valuable, and this system allows Covello to provide more accurate and timely information.

Importance of a Good Baseline Schedule:

- Confirms contractor approach and sequencing
- Tool for CM to predict and identify upcoming impacts

Scheduling

In order to effectively manage construction, a sound Baseline Schedule is required. Our team understands the importance of an accurate Baseline Schedule. The Baseline Schedule is important for multiple reasons related to planning the work, analyzing delays and communicating upcoming construction activities. We will perform a detailed review and provide recommendations to the City on the acceptance of the contractor's Baseline Schedule.

Task ID	Task Name	Start Date	End Date
1	Task 1	10/10/2010	10/15/2010
2	Task 2	10/15/2010	10/20/2010
3	Task 3	10/20/2010	10/25/2010
4	Task 4	10/25/2010	10/30/2010
5	Task 5	10/30/2010	11/05/2010
6	Task 6	11/05/2010	11/10/2010
7	Task 7	11/10/2010	11/15/2010
8	Task 8	11/15/2010	11/20/2010
9	Task 9	11/20/2010	11/25/2010
10	Task 10	11/25/2010	12/01/2010

Once the Baseline Schedule is accepted and construction is proceeding, we will review the monthly updates with the same degree of completeness. These schedules are some of the most critical administrative tools that will be used throughout the Project. Additionally, we conduct a weekly construction meeting to review progress-to-date and plan upcoming work activities.

Change orders are a reality on all construction projects. An important focus is to promptly and fairly resolve all changes, while eliminating surprises to the City. We manage every change with the goal of resolving issues early in order to minimize the potential for claims at the end of the project. Our processes have proven successful and will bring a satisfaction to all entities.

POST CONSTRUCTION

We will diligently communicate the expectations and status of remaining activities in order to timely achieve Substantial and Final Completion.

Steps to Substantial Completion:

- Establish a Corrective Work Item List throughout construction
- Identify items required for Substantial Completion (SC)
- Review list and update weekly
- Receive contractor request for SC
- Review site with City and designer and receive comments
- Confirm and issue SC certificate along with final punch list.

Following these steps above, our experience has shown that we have helped reduce the overall final completion time significantly.

Once the punch list is confirmed complete, we work with the City to issue the Notice of Completion and assist with the formal filing of the notice with the County. During this time our staff is also working to organize the hard copies of the project documents into properly labeled boxes and to produce an electronic copy of these same files for the City. A final organized set of documents with indexes will be provided to the City for their records. Additionally, we will have provided the designer with a copy of our Record Document set of drawings and those of the contractor for the designer to produce a final set of As-Built drawings for the City.

The Covello Group has established and refined our processes to be as efficient as possible using technology and past experience to guide us. This experience, coupled with our approach, will provide the City of Rohnert Park with exemplar construction management services.

EXHIBIT B
Compensation

4. Fee Information

This Section presents our preliminary fee proposal for the Construction Management (CM) activities. The preliminary fee proposal should be considered a forecast of potential costs and are subject to refinement after discussions with the City. Our level of effort and budget for CM activities will be more accurately developed once the design has evolved to a point when materials, techniques and construction packages and durations are better defined.

As previously presented in the proposal, our CM team will likely include our Principal, Construction Manager/Resident Engineer (CM/RE), Office Engineer/Field Engineer (OE/FE) and Administrative Assistant (AA). Our local presence in the North Bay allows for flexible staffing to accommodate the Project requirements.

We have based our estimate on pre-construction and post-construction durations of four (4) weeks each. We have assumed a construction duration of 12 weeks for estimate purposes. At this time, the estimated level of effort for each construction package is as follows:

PRE-CONSTRUCTION ACTIVITIES		CONSTRUCTION ACTIVITIES	POST CONSTRUCTION ACTIVITIES
CM/RE	8 hours	48 hours	8 hours
FE/I	24 hours	480 hours	40 hours
AA	24 hours	48 hours	16 hours

Our standard FY 11-12 billing rates are listed in the following table:

CLASSIFICATION	HOURLY RATES
Principal	\$205 to \$225
Construction Manager	\$175 to \$200
Resident Engineer	\$110 to \$170
Office Engineer	\$95 to \$145
Field Engineer	\$95 to \$145
Inspector	\$125 to \$140
Administrative Assistant	\$80 to \$95

Billing rates are typically adjusted July 1 of each year to coincide with public agency budget cycles. Our rates include all normal operating and administrative expenses. Extraordinary one-time costs, such as airfare, lodging or major equipment and shipping charges are invoiced at cost. On pipeline projects we invoice for company-owned vehicles. All expenses are invoiced at cost, with no additional mark-up. Sub-consultants are invoiced at cost plus 5% mark-up.

Based on the anticipated personnel described previously in the proposal, our fee proposal for each bid package is summarized as follows:

PRE-CONSTRUCTION ACTIVITIES			
CM/RE	8 hours	\$185/hour	\$1,480
FE/I	24 hours	\$130/hour	\$3,120
AA	24 hours	\$85/hour	\$2,040
Subtotal Pre-Construction			\$6,640

CONSTRUCTION ACTIVITIES			
CM/RE	48 hours	\$185/hour	\$8,880
FE/I	480 hours	\$130/hour	\$62,400
AA	48 hours	\$85/hour	\$4,080
			\$75,360
Subconsultant - Materials Testing			\$9,000
Subtotal Construction			\$84,360

POST CONSTRUCTION ACTIVITIES			
CM/RE	8 hours	\$185/hour	\$1,480
FE/I	40 hours	\$130/hour	\$5,200
AA	16 hours	\$85/hour	\$1,360
Subtotal Post Construction			\$8,040

TOTAL EACH PACKAGE	\$99,040
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Hourly fees for any additional services, including public meetings not identified in the Request for Proposal will be consistent with the Fee Table presented above.

EXHIBIT C

Insurance Requirements to Agreement For Design Professional Services Re: Interceptor Outfall SCWA Spool Lining, Project No. 2011-04

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

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than \$2,000,000 (Two Million Dollars) each occurrence;

2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than \$2,000,000 (Two Million Dollars) each occurrence. If Design Professional or its employees will use personal autos in any way in connection with performance of the Services, Design Professional shall provide evidence of personal auto liability coverage for each such person.

3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum limits of \$1,000,000 (One Million Dollars) per occurrence.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Design Professional, subconsultants or others involved in performance of the Services. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

5. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Design Professional and "Covered Professional Services" as designated in the

policy must include the type of work performed under this Agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate.

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

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

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

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

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

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

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

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

G. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Design Professional's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this agreement in accordance with Section 19 of the Agreement.

H. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Design Professional agrees to require its insurer to modify

such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

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

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

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

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

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

N. Design Professional acknowledges and agrees that any actual or alleged failure on the part of City to inform Design Professional of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

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

P. Design Professional shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall

be submitted prior to expiration. A coverage binder or letter from Design Professional's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

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

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

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

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

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

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

EXHIBIT D

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

Gary Skrel, P.E.

Principal In Charge

Mr. Skrel has worked in the engineering profession with an emphasis in construction since 1979. He is President of the firm and one of the firm's founders. He has experience in construction management, program management, project management and design of public facilities on projects including pump stations, pipelines, wastewater and water treatment plants, road and interstate highway improvements, power generation facilities and rail transit systems for various municipal agencies. He is currently a council member for the City of Walnut Creek and on the Board of Directors of Central Contra Costa Solid Waste Authority.

EXPERIENCE:

CAPITAL IMPROVEMENT PROGRAM

SOQUEL CREEK WATER DISTRICT

Mr. Skrel is the Principal In Charge for Soquel Creek Water District's \$29 million 2010-2012 Capital Improvement Program. Covello's role initially was to develop the Program Master Schedule and Cash Flow Projections. As projects are ready, we are assisting the District by providing program management services during pre-design, design and the bidding process. We are also providing construction management and inspection services.

Capital Improvements Master Plan Priority 2 Phase 1 and Streetscape Trunk Sewer Projects

CASTRO VALLEY SANITARY DISTRICT

Mr. Skrel is the Principal In Charge for these multiple projects, which consists of installing approximately 11,100 lineal feet of 8-inch to 27-inch diameter pipeline. The Phase 1 project is a combination of three separate projects identified in the Master Plan. These projects are being constructed in busy commercial and residential areas. The Streetscape trunk sewer segment is replacing the existing sewer in a major aerial roadway in Castro Valley.

Wastewater Treatment Plant Upgrades & Expansion

CITY OF HUGHSON

Mr. Skrel is the Principal In Charge on this \$15.4 million project project, which consists of constructing a new 1.9 million gallon a day wastewater treatment plant. The facilities include headworks, a fine screen facility, an oxidation ditch, secondary clarifiers, solids handling facilities, two new percolation ponds and rehabilitation of three existing ponds, return activated sludge (RAS) pumping facilities, miscellaneous piping, grading and paving, a new well and hydropneumatic tank, instrumentation and controls and a new operations building. The new facility is being constructed adjacent to an existing plant that will be decommissioned after completion of the new facility.

Recycled Water Treatment Plant

CITY OF WATSONVILLE

Mr. Skrel was the Principal In Charge on the City's \$24.5 million project which constructed a facility to produce a new recycled water supply of 4,000 acre-feet per year, that combines 7,000 acre-feet per year of blended recycled, surface and groundwater supplies. This project included replacing a digester lid and the treatment process

Education:

Bachelor of Science
Civil Engineering
University of Michigan

Registratlons:

Civil Engineer, California
#43547

Civil Engineer, Michigan
#30217

Associations:

League of California Cities

California Association of
Sanitary Agencies

Association of California
Water Agencies

Engineering & Utility
Contractors Association

Certifications & Training:

Confined Space

Competent Person

First Aid-CPR

COMMUNITY SERVICE:

- Mayor, Walnut Creek, CA (2005, 2009)
- Central Contra Costa Solid Waste Authority, Board of Directors (2007- Present)
- City Council Member, Walnut Creek, CA (2000-present)

includes advanced sedimentation, filtration and UV disinfection. A new 21kV service drop/switchgear and power distribution system were also constructed.

Shoreway Environmental Center Phase II Solid Waste Transfer Station

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Mr. Skrel was the Principal In Charge for this \$20 million solid waste and recycling facility. This project constructed a 72,000 square foot pre-engineered metal building Material Recovery Facility and an 8,000 square foot two-story Education Center and Office. This project also constructed a Transfer Station addition, which is an 18,000 square foot pre-engineered metal building. Also, a two-story maintenance area/electrical room was constructed within the existing transfer station. All work was performed in an operating facility. This project included the demolition and removal of an existing structure, foundation system and site work, foundation piles, site utility work, mechanical, fire suppression and electrical systems; truck dock and ramp, new commodity scale, seismic separation, landscaping, striping and signage.

Ultraviolet Disinfection

CITY OF PALO ALTO

Mr. Skrel was the Principal In Charge for Palo Alto's \$6.6 million new UV disinfection facility. Work included driving of concrete support pile foundation, construction of a concrete and steel reinforced structure atop the piles, installation of 84-inch diameter pipe, construction of a new concrete diversion structure, installation of 480V electrical power system for all new equipment and new mechanical equipment including sluice gates, pumps and various sized gate valves.

Pump Station & Reservoir 4A

DUBLIN SAN RAMON SERVICES DISTRICT

Mr. Skrel was the Principal In Charge for this \$2.2 million project which included a new 800 gpm pump station with three vertical pumps and a new 0.74 million gallon welded steel reservoir, as well as site work, inlet/outlet piping and all necessary appurtenant facilities.

Various Projects

ZONE 7 WATER AGENCY

Covello has been providing construction management services to the Agency on a series of projects since 2000. Mr. Skrel has been the main point of contact, providing project management, construction management, general

oversight and partnering facilitation. Projects include: Wellfield Demineralization, Wellfield Ammoniation, Mocho Wells No. 3 and 4 and Pump Stations, Del Valle Water Treatment Plant Booster Pump Station, Del Valle Water Treatment Plant Solids Handling Project, HVAC Improvements Phase I and II Projects, Dissolved Air Floatation Project and Chain of Lakes Well Facilities and Pipeline.

Lower Northwest Interceptor Program- West Sacramento Force Main

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

Mr. Skrel was the Principal In Charge and participated in the constructability review for the District's \$62.5 million West Sacramento Force Main Project. The Project included the installation of 32,000 lineal feet of 60-inch diameter force main via open cut method and 8,000 lineal feet via tunneling. Several storm drain pipes ranging in size from 24-inch to 78-inch replaced open channels in the City of West Sacramento. Tunnel methods included microtunneling and horizontal direction drill (HDD) methods. The pipeline traversed busy thoroughfares, residential neighborhoods, a local high school and local business districts.

LAVWMA Export Pipeline Program

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

Mr. Skrel was the Principal In Charge for the entire Export Pipeline Program, which included three separate pipeline construction contracts to convey wastewater effluent from Pleasanton, CA to the San Francisco Bay. *Castro Valley/Lewelling Segment*- This \$33 million segment installed approximately 41,000 lineal feet of 36-inch diameter pipeline. The project also included demolishing and reconstructing an existing Emergency Dechlorination Facility. The final phase of construction included the abandonment of approximately 40,000 lineal feet of the existing pipeline in place by pumping the empty pipe full of cement grout. *Dublin Canyon Forcemain Segment*- This \$23.4 million stretch installed eight miles of 36-inch diameter forcemain. While primarily an open cut project, the installation did include four microtunneling segments, two of which were interstate freeway crossings.

Western Terminus- \$1.1 million project completes the final segment of pipeline. The pipeline alignment is primarily in tidal marshes along the San Francisco Bay and is being installed by horizontal directional drilling. The project also includes connection to the outfall piping system.

Mike Jaeger, P.E.

Construction Manager

Mr. Jaeger has worked in the engineering profession with an emphasis in construction since 1985. He is a Vice President of the firm. He has experience in engineering and construction management on pipeline, water recycling plants, wastewater plants and building facility remodel construction projects. He has worked for public agencies and as a professional consultant, participated in design review, provided biddability and constructability reviews and project partnering facilitation.

EXPERIENCE:

Napa State Hospital Recycled Water Pipeline Project

NAPA SANITATION DISTRICT

Mr. Jaeger is the Construction Manager for this \$3.1 million project, which is constructing a recycled water pipeline through Napa Valley College and the Napa State Hospital. The work includes approximately 5,800 feet of 24-inch diameter recycled water main by open-cut method, approximately 260 feet of 24-inch diameter recycled water main by bore and jack, approximately 5,000 feet of 2-inch diameter conduit, combination air/vacuum valves, blowoffs, cathodic protection systems and test stations, traffic control and turnouts with meters. The project is partially funded by the American Recovery and Reinvestment Act of 2009. There are several project constraints that the construction management team is mitigating, including traffic into both Napa Valley College and Napa State Hospital, construction under the heavily traveled Highway 121 and the protection of the nesting bird habitat as well as special-status and heritage trees. In addition, the existing pipelines must maintain continuous operation and export pumping from the District's treatment plant.

Capital Improvements Master Plan Priority 2 Phase 1 and Streetscape Trunk Sewer Projects

CASTRO VALLEY SANITARY DISTRICT

Mr. Jaeger is the Construction Manager for these multiple projects, which consist of installing approximately 11,100 lineal feet of 8-inch to 27-inch diameter pipeline. The Phase 1 project is a combination of three separate projects identified in the Master Plan. These projects are being constructed in busy commercial and residential areas. The Streetscape trunk sewer segment is replacing the existing sewer in a major aerial roadway in Castro Valley.

Ultraviolet Disinfection

City of Palo Alto

Mr. Jaeger is the Construction Manager for Palo Alto's \$6.6 million new UV disinfection facility. A portion of an existing building will become the electrical MCC room for the new UV facility. Work includes driving of concrete support pile foundation, construction of a concrete and steel reinforced structure atop the piles, installation of 84-inch diameter pipe, construction of a new concrete diversion structure, installation of 480V electrical power system for all new equipment and new mechanical equipment including sluice gates, pumps and various sized gate valves.

Education:

Bachelor of Science
Civil Engineering
San Jose State University

Registrations:

Civil Engineer, California
#55691

Associations:

American Society of Civil
Engineers

California Water
Environment Association

American Council of
Engineering Companies

American Public Works
Association

NorCal Green Build
Council

Water Environment
Federation

Certifications & Training:

Supervisor Training

Competent Person

Confined Space

First Aid-CPR

**Lower Northwest Interceptor Program-
West Sacramento Force Main Project**

**SACRAMENTO REGIONAL COUNTY SANITATION
DISTRICT**

Mr. Jaeger was the Construction Manager for the District's \$62.5 million West Sacramento Force Main project. The Project included the installation of 32,000-lineal feet of 60-inch diameter force main via open cut method and 8,000-lineal feet via tunneling. Several storm drain pipes ranging in size from 24-inch to 78-inch replaced open channels in the City of West Sacramento. Tunnel methods included microtunneling and horizontal direction drill (HDD) methods. The pipeline traversed busy thoroughfares, residential neighborhoods, a local high school and local business districts.

**LAVWMA Export Pipeline Project- Castro Valley/
Lewelling Segment**

**LIVERMORE-AMADOR VALLEY WATER MANAGEMENT
AGENCY**

Mr. Jaeger was the Construction Manager for this segment of the LAVWMA Export Pipeline Project. This segment installed approximately eight miles of 36-inch diameter pipeline. The pipe materials included welded steel, mortar lined, high density polyethylene and reinforced concrete cylinder pipe. Approximately 40% of the pipeline was installed by microtunneling and 60% by open cut construction. The pipeline traversed busy thoroughfares, residential neighborhoods and business districts. The project also included the demolition and reconstruction of an existing Emergency Dechlorination Facility.

**LAVWMA Export Pipeline Project-
Dublin Canyon Force Main Segment**

**LIVERMORE-AMADOR VALLEY WATER MANAGEMENT
AGENCY**

Mr. Jaeger was the Construction Manager for this segment of the LAVWMA Export Pipeline project which installed eight miles of 36-diameter mortar lined welded steel pipe including four micro-tunneling lengths (two of which were freeway crossings); work within private easements; work along a major thoroughfare; and significant environmental concerns.

Newark Pump Station

UNION SANITARY DISTRICT

Mr. Jaeger was the Project Manager for this \$10 million project. This project consisted of rehabilitating an existing, operating raw sewage pump station, while maintaining full

operation and service of the station. The work included replacing all existing pumps, motors and VFDs with new equipment consisting of six 300 hp pumps with close coupled motors, VFDs and all the necessary mechanical, electrical and control systems to operate the station remotely via a SCADA system. The project also included a new standby diesel generator with an automatic transfer switch, various site improvements and the seismic upgrade of the above ground portion of the facility.

Water Recycling Facility

CITY OF WATSONVILLE

Mr. Jaeger was the Construction Manager on the City's \$24.5 million project which installed 1,770 linear feet of 16-inch to 24-inch diameter pipe, constructed a facility to produce a new recycled water supply of 4,000 acre-feet per year, that combines 7,000 acre-feet per year of blended recycled, surface and groundwater supplies. The treatment process includes advanced sedimentation, filtration and UV disinfection. A new 21kV service drop/switchgear and power distribution system was also constructed.

PARTNERING FACILITATION EXPERIENCE:

- East Bay Municipal District (EBMUD): Folsom South Canal Pumping Plants and Folsom South Canal Pipeline Project No.1
- EBMUD: Folsom South Canal Connection Pumping Plants Project
- EBMUD: Folsom South Canal Connection Pipelines Project
- EBMUD: Folsom South Canal Connection Pipelines Project - Spec 1955
- EBMUD: Moraga Road Pipeline Project - Spec 1981
- EBMUD: Gravity Sewer South Interceptor Relocation and Pump Station H Site Modifications

EXPERIENCE PRIOR TO JOINING THE COVELLO GROUP:

Various Projects

UNION SANITARY DISTRICT

While employed by the Union Sanitary District, Mr. Jaeger was the Coach Coordinator for the Maintenance Group at the Wastewater Treatment Plant and provided engineering support at the plant for numerous projects, including upgrade to influent pump station, new administration building, existing building remodels, air scrubber compressor system analysis, remote pump station improvements and 12-mile force main vacuum and air release valve improvements.

Sala McGuire

Office/Field Engineer

Ms. McGuire has worked in the engineering profession with an emphasis in construction since 2004. Her background includes project cost estimating, value engineering for architectural inefficiencies, geotechnical engineering and structural engineering design. She has experience working with pipeline, water resource, structural and architectural projects. Her skills include heavy sequencing and coordination, addressing field issues with the Contractor, providing contract administration, managing compliance, coordinating submittal reviews, administering monthly progress payments and being responsible for many other day-to-day activities. Prior to joining Covello, Sala worked as an Engineering and Operations Project Assistant and Project Engineer where she performed quantity take-offs for project infrastructure, completed Land Use Permits and tested culvert designs.

EXPERIENCE:

Napa State Hospital Recycled Water Pipeline Project

NAPA SANITATION DISTRICT

Ms. McGuire will be the Office/Field Engineer for this project, which is constructing a one-mile section of 24-inch pipeline which is extending the existing recycled water pipeline through Napa Valley College and the Napa State Hospital. This project has specific requirements due to the American Recovery and Reinvestment Act of 2009 (ARRA).

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY (LAVWMA)

Western Terminimus Pipeline

Ms. McGuire is the Office/Field Engineer for this \$4.6 million project, which is the final segment of the LAVWMA Export Pipeline Program. This project consists of installing 1,800 lineal feet of pipeline and a connection to the outfall piping system. This pipeline alignment is being installed in tidal marshes along the San Francisco Bay by horizontal directional drilling.

CASTRO VALLEY SANITARY DISTRICT

Master Plan Priority 2 Phase 1 Project

Ms. McGuire is the Office/Field Engineer for this \$1.1 million project, which is constructing a combination of three separate projects identified in the Master Plan including Lake Chabot Road West, Lake Chabot Road East and a Priority 1 Quail Avenue replacement project. The pipe is 4,400 linear feet of 8-inch to 12-inch clay pipe. This project was needed to provide capacity for historically surcharging areas and hydraulic capacity during ten year peak wet weather events. The hydraulic capacity provided by the new sewers through the Master Plan Priority 2 Phase 1 Project area is similar to and will replace the hydraulic capacity provided by the improvements identified in the Master Plan.

Education:

Massachusetts Institute of Technology (MIT)
Cambridge, Massachusetts

Certifications & Training:

Qualified SWPPP Practitioner

California Construction
General Permit Training

California Public Contract
Code

Estimating

Primavera SureTrak Scheduling

First Aid/CPR

SOUTH BAYSIDE SYSTEM AUTHORITY

Capital Improvements Program

Ms. McGuire is providing Office/Engineering support services for several Capital Improvements Projects for the South Bayside System Authority, such as the Administration Building and various pump station projects. In addition to addressing field issues, providing contract administration and coordinating submittal reviews, she is developing a standard set of specifications for the Authority to use on several projects.

Water Quality Testing Fieldwork

PCOC REDONDO, BRAZIL

As a Researcher, Ms. McGuire conducted research on water quality of low-income families in a small rural community located in Brazil's northeast region. In addition she educated locals about proper water treatment procedures to reduce the number of water related illnesses and continued research from February to June 2004 in Cambridge to improve filtration devices and the non-electric incubators used to store the specimens during field testing.

EXPERIENCE PRIOR TO JOINING THE COVELLO GROUP, INC.:

SUFFOLK CONSTRUCTION COMPANY

Boston, Massachusetts

As a Project Engineer Ms. McGuire developed project estimates, managed budgets and evaluated changes in the contract documents for a \$121 million commercial project. In addition, she implemented new software (Vela Systems), as a key tool for construction quality control on a \$260 million assisted living center project. She instructed over 30 colleagues in developing program function and monitoring program results.

Community Planning & Engineering

HONOLULU, HAWAII

Ms. McGuire performed drainage analysis of a 350 lot subdivision in Maui to assist in a land development project for the native Hawaiian community. She used HEC-RAS to test culvert designs and analyze flow of water to avoid construction of homes and roads in flood areas and performed quantity take-offs for project infrastructure.

Blue Sky Communications

PAGO PAGO, AMERICAN SAMOA

As an Engineering and Operations Project Assistant, Ms. McGuire assisted in several company development projects by communicating directly with the American Samoa Government, the Federal Aviation Administration (FAA), and the Federal Communications Commission (FCC) regarding land use and air space issues. She was involved with resolving issues inhibiting the construction of new buildings and communication towers. Ms. McGuire also maintained contact with project bidders, completed Land Use Permits, and obtained clearance for towers from FAA and FCC.

Clay Kuzma, CCM

Office/Field Engineer

Mr. Kuzma has worked in the engineering industry since 2003. For the past few years, he has been fulfilling the role of both the Field Engineer and Inspector on collection system improvements, pump station improvements and treatment plant projects. He has strong field engineering skills and is very knowledgeable about the construction process which enables him to effectively troubleshoot construction issues in the field. Clay has experience working with pipelines, recycled water and wastewater treatment plants, buildings and roads. His responsibilities include correspondence administration, holding weekly progress meetings with the construction team, scheduling reviews, coordinating submittal reviews, the RFI process and administering monthly progress payments as well as many other day-to-day field activities. Clay also assists with coordinating the photo documentation and record documentation with our Inspectors.

EXPERIENCE:

Recycled Water Expansion to Novato North Service Area

NORTH MARIN WATER DISTRICT

Mr. Kuzma is the Office/Field Engineer for this \$3.5 million project, which is part of the North Bay Water Reuse Authority's North Bay Recycling Program (NBWRP). This project consists of installing approximately 26,650 linear feet of 8-inch and 12-inch PVC pipeline in the Novato North Service Area and improving and re-coating of an existing 500,000 gallon above ground water storage tank. The work is being performed in residential and business areas throughout the City of Novato. The Project is partially funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and State Revolving Fund loan.

2010-2012 Sewer Improvements

NOVATO SANITARY DISTRICT

Mr. Kuzma is the Office/Field Engineer for this multi-contract project, which includes the installation of sewer piping, service laterals and ancillary facilities at multiple locations around the City of Novato.

- Phase A - Installed 1,200 linear feet of 8-inch PVC C-900 gravity sewer using open cut installation; construction value \$459,000.
- Phase B - Installed 1,600 linear feet of 24-inch and 18-inch PVC C-905 gravity sewer using open cut installation; construction value \$248,000.
- Phase C - Installed 3,000 linear feet of 24-inch, 16-inch, 12-inch and 8-inch sewer. In addition, 360 linear feet of 24-inch clay pipe was installed using microtunneling and 140 linear feet of HDPE pipe was installed using pipe bursting. The balance was PVC C-900/905 pipe installed via open cut. Construction value \$1,806,000.
- Phase D - Installed 6,490 linear feet of 8-inch and 6-inch HDPE force main sewer using horizontal direction drill method. Construction value \$720,000.
- Phase F - Installed 1,024 linear feet of 18-inch PVC C905 gravity sewer using open cut installation; construction value \$395,000.
- Phase G - Installed 1,300 linear feet of 10" PVC C900 gravity sewer using open cut installation; construction value \$418,000.

Education:

Bachelor of Science
Construction Management
California Polytechnic State
University, San Luis Obispo

Certifications & Training:

Certified
Construction Manager
Construction Management
Association of America

SWPPP/BMPs

Primavera P3 Scheduling

Public Contracting Code

Competent Person

Confined Space

First Aid-CPR

Associations:

Construction Management
Association of America

Board Member of
the California Water
Environment Association
Redwood Empire Section

Recycled Water Facility**NOVATO SANITARY DISTRICT**

Mr. Kuzma is the Office/Field Engineer for this \$5.2 million recycled water facility project. The project is part of the North Bay Water Reuse Authority program. The facility will utilize multiple sand filters to treat up to 1.4 mgd of secondary effluent to produce recycled water for distribution by the North Marin Water District in the Novato community. Sodium hypochlorite will be used for disinfection. The Project is partially funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Ellis Creek Water Recycling Facility**CITY OF PETALUMA**

Mr. Kuzma provided Office/Field Engineering services for the City's new \$117 million Water Recycling Facility Project and provided oversight to the City and the Project Team. The completed facility treats an average dry weather wastewater flow of 6.7 mgd. The project constructed a new wastewater facility with aeration basins, headworks, oxidation ditches, secondary clarifiers, tertiary treatment with sand filtration and UV disinfection and solids treatment with digesters, GBT and screw press. The plant includes 30 acres of polishing wetlands with a trail access and 30 acres of treatment wetlands. In addition, this project won the 2010 WaterReuse Award of Merit and the American Public Work Association (APWA) Northern California Chapter 2009 Project of The Year Award.

SANITARY SEWER REPLACEMENT**CITY OF PETALUMA**

Mr. Kuzma was an Office/Field Engineer for this \$715,000 project which replaced sanitary sewer mains and manholes, reconnected service laterals, trench paving and traffic control. Pipe installation ranged from 8-inch diameter to 16-inch diameter. Pipe replacement included open cut and pipe bursting. The work was completed in congested business and residential areas throughout the City of Petaluma.

WESTERN OAKS, HAMILTON #2 & #3 PUMP STATIONS**NOVATO SANITARY DISTRICT**

Mr. Kuzma was the Office/Field Engineer on this \$1,265,000 project. The project consisted of upgrades to three existing pump stations. The upgrades included demolition and reconstruction of the existing stations using duplex submersible sewage pumps. This project included installation of temporary pumping systems, demolition and removal of equipment, reconnection to force mains,

excavation, structural concrete, pipe/valve pits and mechanical work, installation of new non-clog submersible sewage pumps, electrical and control systems, painting and reconstruction of sidewalks, driveways and asphalt paving.

Rush Creek & Deer Island Pump Stations**NOVATO SANITARY DISTRICT**

Mr. Kuzma was the Office/Field Engineer on this \$700,000 project. The project consisted of upgrades to two existing pump stations. The upgrades included demolition and reconstruction of the existing stations using duplex submersible sewage pumps. This project included installation of temporary pumping systems, demolition and removal of equipment, reconnection to force mains, excavation, structural concrete, pipe/valve pits and mechanical work, installation of new non-clog submersible sewage pumps, electrical and control systems, painting and reconstruction of sidewalks, driveways and asphalt paving.

Wastewater Facility Upgrade**NOVATO SANITARY DISTRICT**

Mr. Kuzma provided Office/Field Engineering support services for the Facility Upgrade Program which constructed several projects including a force main, pump station and new wastewater treatment facilities within the existing treatment site. The 11,000 foot 10-inch and 16-inch HDPE and PVC pipeline was constructed to connect the new pump station to the District's new treatment plant. Approximately 2,000 feet of pipeline was installed via horizontal directional drill under Novato Creek and two bore and jack operations. The new 7.0 mgd treatment facilities include the following: new headworks, primary clarifiers, aeration basins, secondary clarifiers, UV disinfection, GBT and digester.

Stafford Treatment Plant- Check Valve and Flow Meter Replacement Project**NORTH MARIN WATER DISTRICT (NMWD)**

Mr. Kuzma provided Inspector/Quality Control services to NMWD for this project which included structural and mechanical modifications to the Stafford Reservoir/Treatment Plant. Replacement of several Check Valves, Flow Meters and Force Main Piping were necessary to ready the plant to accept higher than expected wet weather flows.

EXHIBIT E

Design Consultant Requirements

Exhibit E

Design Consultant Requirements

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

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

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

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

The requirements for as-built plans are as follows:

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