

RESOLUTION NO. 2012- 82

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING A DESIGN PROFESSIONAL SERVICES
AGREEMENT FOR THE ADRIAN SEWER AND WATER REHABILITATION
PROJECT NO. 2012-04 WITH COASTLAND CIVIL ENGINEERING, INC. FOR
DESIGN ENGINEERING SERVICES**

WHEREAS, on April 12, 2012, staff issued a Request For Proposals (“RFP”) for the Adrian Sewer and Water Rehabilitation Project No. 2012-04 (“Project”) to identify a qualified consultant that can assist the City with the design of the project (the “Project”);

WHEREAS, the City received ten proposals on May 29, 2012; and

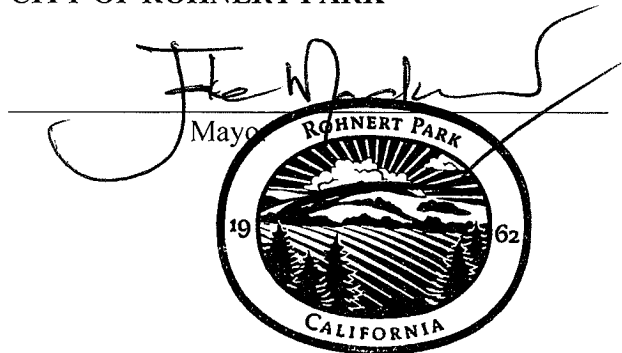
WHEREAS, the City project team chose Coastland Civil Engineering, Inc. for an award of contract due to their (1) quality of team and ability to staff the Project, (2) experience and expertise in this particular type of work, and (3) understanding of the Project as demonstrated in the selection process.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Rohnert Park authorizes and approves a design professional services agreement by and between Coastland Civil Engineering, Inc., a California corporation, and the City of Rohnert Park, a municipal corporation, for design related services for the Adrian Sewer and Water Rehabilitation Project No. 2012-04, for a not-to-exceed cost of \$177,483.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute this agreement in substantially similar form as shown in Exhibit A, as approved by the City Attorney, on behalf of the City of Rohnert Park.

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

CITY OF ROHNERT PARK



ATTEST:

John M. Currie
City Clerk

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

Exhibit "A"

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

DESIGN PROFESSIONAL SERVICES AGREEMENT
RE: ADRIAN SEWER AND WATER REHABILITATION PROJECT NO. 2012-04

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 COASTLAND CIVIL ENGINEERING, INC., ("Design Professional"), a California corporation.

Recitals

WHEREAS, City desires to obtain design services in connection with Adrian Sewer and Water Rehabilitation Project No. 2012-04 ("Project"); 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 February 1, 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 One Hundred Seventy-seven Thousand Four Hundred Eight-three Dollars and zero cents (\$177,483.00). Payment by City under this Agreement shall not be

deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment.

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

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

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

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

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

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

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

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

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

6. Ownership of Documents.

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

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

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

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

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

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

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

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

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

D. Design Professional shall provide City with a minimum twenty (20) days prior written notice of any changes in Design Professional's Key Personnel, provided that Design Professional 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.

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. Irrespective of any language to the contrary in this Agreement, the parties agree that Design Professional has no duty to provide or pay for an up-front defense against unproven claims or allegations. Design Professional agrees to indemnify and thus reimburse City for those reasonable attorneys fees incurred for defense by the City but only to the extent Design Professional is determined to be negligently culpable by a court of competent jurisdiction. or pursuant to an arbitration award or as agreed upon by the Design Professional and the City in a negotiated settlement.

A. 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.

B. 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.

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

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

13. Independent Contractor. It is understood that Design Professional, in the performance of the work and services agreed to be performed by Design Professional, shall act as and be an independent contractor as defined in Labor Code 3353 and not an agent or employee of City; and as an independent contractor, Design Professional shall obtain no rights to

retirement benefits or other benefits which accrue to City's employees, and Design Professional hereby expressly waives any claim it may have to any such rights.

14. Compliance with Laws.

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

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

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

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

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

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

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

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

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

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

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

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

19. Termination.

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

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

C. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Design Professional, whether located at Design Professional's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In

case of such default termination, Design Professional shall not be entitled to receive any further payment under this Agreement until the Services are completely finished.

D. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Design Professional. In the event of termination without cause, Design Professional shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Design Professional, as approved by City. The amount of any payment made to Design Professional prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Design Professional shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 19.C. shall be applicable in the event of a termination for convenience.

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

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

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

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

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

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

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

COASTLAND CIVIL ENGINEERING, INC.

By: _____
City Manager

By: _____
Title: _____

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

Date: _____

COASTLAND CIVIL ENGINEERING, INC.

APPROVED AS TO FORM:

By: _____
Title: _____
Date: _____

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance

SCOPE OF SERVICES - DESIGN

The following Work Plan is based on our assessment of project constraints. Coastland understands that clear communication and managing time wisely are keys to getting the most mileage out of available funds and our Work Plan has been prepared with that in mind.

TASK 1 – MEETINGS WITH CITY REPRESENTATIVES & BACKGROUND INFORMATION

Immediately after the Notice to Proceed is issued by the City, Coastland will schedule a kick-off meeting with City staff to accomplish the following:

- Introduce key personnel and exchange contact information.
- Discuss project and segment-specific goals and objectives.
- Refine the project schedule and discuss key milestones.
- Identify other stakeholders.

A productive kick-off meeting will be essential in defining key roles and gaining an in-depth understanding of project needs. The meeting will establish scheduling goals and coordination efforts to ensure positive project progress. In effort to keep the City apprised of the project progress, we propose to provide the City with monthly design status reports. Updates to the design schedule will be provided as required.

We will assemble all of the available City information pertaining to the project, including as-built or improvement drawings, prior studies and modeling done for the sewer and water systems, sewer videos and logs, soils reports for adjacent areas, City standards, and other pertinent information. If possible, we would also like to obtain water service billing data so we can verify service sizes. This data will assist us in evaluating the rehabilitation options.

Coastland will analyze existing conditions through a detailed site review, observing general site conditions, taking digital photographs, noting surface improvements, utility appurtenances and discussing potential remediation and replacement options. Our site review with City staff will enable us to identify any unusual or special conditions that may affect the project design or construction.

Included in this task will be one (1) project kick-off / pre-design meeting to discuss project goals and coordination efforts and three (3) progress design review meetings.

TASK 2 – ENVIRONMENTAL DOCUMENTATION AND PERMITTING

It is assumed that this project will qualify for a Categorical Exemption. Coastland will assist the City in confirming that additional environmental analysis and/or documentation are not necessary.

We will confirm if any regulatory permits will be required for this project and associated timeframes. We will check with Regional Water Quality Control Board regarding permit requirements and if necessary, obtain a waiver of water and sewer main separation standards from the State of California Department of Public Health if required. If the City should be required to obtain regulatory permits for the project, we will provide a separate scope and fee for



this effort for the City's consideration. Early efforts with this task will identify any key issues to allow sufficient time to resolve.

Based on our review of the project, we don't anticipate the need for easements or right-of-way acquisition. All work should be within City right-of-way or easements.

TASK 3 – SURVEYING

Our subconsultant, Cinquini and Passarino, Inc. (CPI) will conduct the topographic survey. At a minimum, the topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.

CPI will collect and map existing subsurface utility data per ASCE Standard 38-02 "Standard Guideline for Collection and Depiction of Existing Subsurface Utility Data," Quality Level C. Utility information will be collected and mapped based on the following sources:

- Conventional field surveys of surface appurtenances of existing subsurface utilities, including invert elevations of sanitary sewer, and storm drain structures;
- "As-built" or record drawings provided by the City;
- Conduit mapping supplied by the utility providers (if provided by the City or Coastland Civil Engineering prior to final topographic drafting); and
- USA marking collected during field surveys.

Topographic survey coverage area will include Adrian Drive between Arlen Drive and East Cotati Avenue. The width of the survey will be from back of sidewalk to back of sidewalk. Approximately 50 feet beyond each curb return will be mapped at roadway intersections.

TASK 4 – SEWER VIDEO CAMERA INSPECTION

Our subconsultant, Roy's Sewer Service, Inc. will conduct a closed circuit TV (video) inspection of the sewer segments in Adrian Drive between Arlen Drive and East Cotati Avenue. Roy's Sewer Service will provide:

- TV Truck
- Vector Truck
- Labor
- Traffic Control as necessary
- Bypass Pumping if necessary
- DVDs and still Photos of defect/problem locations and lateral locations
- Two copies of the report and DVD's for the City

The City of Rohnert Park will be responsible for providing water for the vector truck and a disposal site for grit and debris removal.



TASK 5 – GEOTECHNICAL INVESTIGATION

Our geotechnical subconsultant, RGH Geotechnical & Environmental Consultants (RGH) will conduct a geotechnical investigation to determine soil characteristics, groundwater conditions, recommendations for earthwork, excavation and backfill operations, dewatering considerations and investigation of existing trench backfill materials. The scope will include:

- Review selected published geologic data and the previous geotechnical work in the vicinity of the site.
- Drill 16 to 18 borings on the order of 10 to 15 feet deep along Adrian Drive using a truck-mounted auger rig. RGH will also explore the existing trench backfill within the sewer and water line trenches by drilling four (4) shallow borings. RGH will obtain an encroachment permit for drilling in the streets. It is assumed the cost for the permit will be waived because the work is being done for the City. Prior to drilling, the proposed boring locations will be marked and Underground Service Alert will be contacted so that their member utilities can mark their services relative to the borings. In addition, RGH will provide traffic control during drilling operations.
- Locate and log the borings and obtain bulk and relatively undisturbed samples for visual examination, classification, and laboratory testing. The borings will not immediately be backfilled so that groundwater can stabilize. The borings will be provided with a temporary cover. Groundwater level measurements will be recorded after drilling is completed and the borings will be backfilled with cement-bentonite grout.
- Selected samples representative of the material types encountered will be laboratory tested to determine certain characteristics pertinent to the analysis. These may include moisture content, dry density, shear strength, classification (Atterberg Limits and percent of silt and clay) and R-value.
- Based on the geologic literature review and analysis of the field and laboratory work, the following geotechnical information will be developed:
 - A brief description of soil and groundwater conditions observed during the study;
 - Specific conclusions and recommendations concerning:
 - Primary geotechnical engineering concerns and mitigating measures, as applicable;
 - Excavation Dewatering;
 - Trench wall instability; and
 - Supplemental geotechnical engineering services.
- Transmit preliminary design data as needed to facilitate the project schedule. Present the results of the study in a written report including summaries of the field and laboratory work. Provide limited, on-call consultation during design.

TASK 6 – EVALUATION OF REHABILITATION OPTIONS

Once we have compiled all the available background data, including field review findings, survey and video camera inspections, we will evaluate alternatives. Possible options will be considered, including the following:

- Slip lining
- Replacement



It is anticipated that replacement of asbestos-cement pipes by pipe bursting is not an option due to environmental concerns. Recommended repair methods will be identified for the water and sewer line in each of the streets. Mapping will be prepared to illustrate the approximate limits of each of the repair sections. A typical repair detail will be provided for each repair section.

Design alternatives will include an evaluation of the service life. A service life of 50 years for water and 75 years for sewer will be the goal. Based upon our preliminary investigations of the service life of PVC pipe, these life spans are feasible.

It is our understanding that modeling analysis is required. The City will have the analysis run by their consultant who maintains the models for sewer and water. We will provide required input to the City's modeling consultant.

Construction cost estimates will be prepared for each section. If more than one repair or replacement alternative is found to be viable for a section, an estimate will be prepared for each alternative. The alternatives and costs will be summarized in a technical memorandum.

After City and Design Review Consultant review of the initial report, we will incorporate any review comments and provide the final technical memorandum.

TASK 7 – COORDINATION WITH UTILITY COMPANIES & REGIONAL BOARD

We propose to coordinate with outside utility companies to verify the locations of all existing facilities, both underground and overhead, are accurately identified during project design. This task will include writing letters to PG&E, AT&T, Comcast and other agencies informing them of the project and requesting their facility drawings.

Under this task we will prepare submittal packages to each of the utility companies so they can verify the accuracy of their facilities and any need for relocation. We will also request data on utility services, specifically depths.

We will also coordinate our efforts with the Regional Water Quality Control Board to find if the area of work is within a contaminated zone. We will provide the City with the Board's findings. If the Board finds that the site has a potential to be contaminated, we will review the results with the City. If additional effort is found to be necessary, we would be happy to provide the City with a scope and fee to provide such services for consideration.

TASK 8 – 60% SUBMITTAL

Following concurrence from the City on the design approach and the utility coordination efforts, we will prepare a 60% submittal.

This submittal will include draft technical specifications, and a preliminary engineer's estimate of probable construction costs. The specifications will include any special provisions for dewatering operations and disposal of groundwater to the City of Santa Rosa treatment plant. The drawings provided for this phase will show the existing pipes, proposed limits and type of pipe replacement or rehabilitation, manhole repairs or replacement, lower lateral and service line replacements, trench and pavement repair details, and anticipated extents of pavement resurfacing as the result of the sewer and water rehabilitation, if required. We will provide three



(3) sets of the preliminary plans, and two (2) copies each of the draft technical specifications and preliminary estimate of probable construction costs.

Our work will be in accordance with all applicable City of Rohnert Park Standards, Details and Specifications and all applicable requirements. We will comply with the applicable portions of the City's Exhibit E - "Design Consultant Requirements".

It is our understanding that due to available funding for construction, the project will likely need to be split into two separate bid and construction packages or part of the project may be formatted as alternative bid items. We will consult with the City at the end of this phase to provide recommendations based upon available funding.

TASK 9 – 90% SUBMITTAL

Following the City's review of the 60% submittal and the completion of the Design Review, we will meet with the City to review the 60% design comments and initiate the 90% submittal phase. The submittal will address all comments on the 60% submittal and will essentially be a comprehensive design package.

This proposal assumes the project will be split into 2 separate bid packages. We will prepare separate specifications, plans and estimates for each phase. The specifications will include the front end specification and technical specification sections. We understand the City will provide the front-end specifications and contract/bidding requirements. The 90% submittal of each phase will include three (3) sets of plans, including plan and profiles for the sewer and water lines, pavement repair or resurfacing areas, details as required, two (2) copies of the specifications and two (2) copies of the engineer's estimate of probable construction cost.

The submittal will address all relevant items in the City's Exhibit E - "Design Consultant Requirements".

Coastland's Construction Management Department will perform a constructability review of the contract documents. Through this review, we will help minimize claims and potential change orders.

TASK 10 – FINAL SUBMITTAL

Following the meeting for the review of the 90% submittal and completion of the Design Review, Coastland will prepare the final bid documents of each phase, including signed and stamped mylar drawings and camera ready, stamped and sealed technical specifications. An electronic copy of the drawings and specifications will also be provided.

TASK 11 – BID, CONTRACT AND CONSTRUCTION SUPPORT

Coastland will assist the City in advertising each project phase for construction bids. This will include:

- Staff report - we will assist the City in preparing the staff report at least 45 days prior to bid opening. (Exhibit E: 14)



- Bidding Support - we will prepare a notice to bid and submit it 30 days prior to bid opening. We will answer any questions that may arise during the bidding phase. We will make copies of and distribute the bidding documents, plans and specifications. We will collect payment for the plans and specifications to offset their cost. (Exhibit E: 15 & 16)
- Pre-bid Meeting – we will organize and attend one pre-bid meeting to assist the City with clarifications. (Exhibit E: 17)
- Addenda - we will prepare and distribute any necessary addenda (up to 2) to planholders. We will use the City's addenda form provided on the City's website. (Exhibit E: 18)
- Bid Review – we will review the bids for conformance with all requirements and assess responsiveness. We will determine the lowest responsive bidder, prepare a bid tabulation based on the bids received and prepare a staff report recommending award or rejection of bids (Exhibit E: 21)
- Conform Sets and Electronic Files – addenda will be incorporated into conformed set of plans and specifications. (Exhibit E: 19 & 20)
- Submittals, RFI's – we will review and respond to RFI's and submittals. Responses will be documented. (Exhibit E: 22, 23 & 24)
- Record Drawings - we will work closely with the Construction Management team to prepare record drawings. (Exhibit E: 24)
- Other work outlined in Exhibit E "Design Consultant Requirements".



Project Schedule

After considering our specific approach to this project, we have provided a proposed schedule and will work closely with the City to meet your scheduling goals. The schedule below provides a framework for completion of project tasks and reflects a realistic approach to completing this project. If desired, this schedule can be modified with a corresponding change to the Work Plan.

Given our familiarity with similar projects and our current availability of staff, Coastland is committed to allocating an appropriate level of staff to accommodate the City's scheduling goals of this project, allowing time for completion of final plans, specifications and estimate by February 1, 2013. This completion date assumes a notice to proceed by July 25, 2012. Coastland delivered on an even more aggressive schedule for the City on the Alta/Almond Sewer and Water Rehabilitation project.

ADRIAN PROJECT SCHEDULE - 2012/2013										
Task	Task Description	Weeks	July	August	September	October	November	December	January	February
NTP	Notice to Proceed	7/25/2012		◆						
1	Meetings with City	4 meetings		■		■		■		■
2	Utility Coord. & Environmental	Ongoing		■	■	■	■	■	■	■
3	Surveying and Background Info	3 weeks		■	■	■				
4	Sewer & Video Camera Inspection	3 weeks		■	■	■				
5	Geotechnical Investigation	4 weeks		■	■	■	■			
6a	Evaluation of Rehab Options-initial	4 weeks			■	■	■	■		
~	City Review	1 week				■				
6b	Evaluation of Rehab Options-final	1 week				■				
7	Coordination with Utilities & Reg Board	4 weeks			■	■	■	■		
8	60% PS&E	7 weeks				■	■	■	■	■
~	City Review	2 weeks					■	■		
9	90% PS&E	4 weeks						■	■	■
~	City Review	2 weeks							■	■
10	Final PS&E	2 weeks							■	■
11	Bid, Contract & Construction Support	As needed								
	Construction Support Services	As needed								

Coastland will provide the City with bi-monthly schedule updates.

As stated in the Request for Proposals, our proposed schedule accommodates a City review period of one week for the rehabilitation options (pre-design) report and two weeks for the 60% and 90% submittals. If the City desires to expedite the above schedule, a shorter review period could be proposed.



EXHIBIT B
Compensation

Fee Information

Based on the Work Plan detailed in our proposal, we have prepared a detailed budget that identifies staffing rates, total cost per task, and direct expenses. We are proposing that the design services associated with this project be completed for a not-to-exceed fee of \$177,483 (see Work Estimate on following page). We are proposing that the design review and value engineering services associated with this project be completed for a not-to-exceed fee of \$18,302 (see Work Estimate on page 18). We are proposing that the construction services associated with this project be completed for a not-to-exceed fee of \$305,972 based on an estimated 200-day working period. These amounts assume all of the work for this project will fall under the Work Plan described in our proposal.

Please note that the above fee quotation should be considered a negotiable offer. If the City wishes to modify the Work Plan, we would be happy to discuss such a change and how it would affect the overall project cost. We can either discuss amendments to the existing Work Plan or provide these services on a time and materials basis per our adopted schedule of hourly rates and then modify the Work Estimate accordingly.

This cost proposal shall remain a firm offer for a period of ninety (90) days from the submission deadline of the proposal.



DESIGN WORK ESTIMATE									
Rohnert Park Adrian Sewer & Water Rehabilitation									
Task Information	Billing Classification & Rate						Hours & Cost		
	TASK	Principal Engineer \$175	Supervising Engineer \$150	Associate Engineer \$115	CAD Designer \$100	Construct Manager \$130	Admin \$72	TOTAL HOURS	TOTAL FEE
1 MEETINGS WITH CITY / BACKGROUND INFORMATION									
Kick Off Meeting		3	3				6	\$795	
Design Progress Meetings (3)		9	9				18	\$2,385	
Background Information		4	16	8			28	\$3,240	
Field Review and Photo Log			6	6		2	14	\$1,434	
Subtotal							66	\$7,854	
2 ENVIRONMENTAL DOCUMENTATION & PERMITTING									
Confirm Environmental Requirements		2	4				6	\$760	
Permitting Requirements	1	2	4				7	\$935	
Project Checklist		1	2				3	\$380	
Subtotal							16	\$2,075	
3 TOPOGRAPHIC SURVEYING									
Survey								\$18,150	Cinquini & Passarino
Coordinate with Consultant		2	4	4			10	\$1,160	
Subtotal							10	\$19,310	
4 SEWER VIDEO CAMERA INSPECTION									
Sewer Video Camera Inspection								\$27,945	Roy's Sewer Service
Coordinate with Sewer Camera/Review Logs		4	12				16	\$1,980	
Subtotal							16	\$29,925	
5 GEOTECHNICAL									
Geotechnical Investigation								\$21,705	RGH
Coordinate with Consultant		2	4				6	\$760	
Subtotal							6	\$22,465	
6 EVALUATION OF REHABILITATION OPTIONS									
Review design options	2	4	12				18	\$2,330	
System modeling / coordinate w/model consultant		2	16				18	\$2,140	
Develop recommendations	2	8	12	10	2	2	36	\$4,334	
Develop estimates		2	8	2			12	\$1,420	
City review comments and final tech memorandum	1	4	12	2		1	20	\$2,427	
Subtotal							104	\$12,651	
7 COORDINATE WITH UTILITIES & REGIONAL BOARD									
Utility Drawing Request & Verification		2	12	8		1	23	\$2,552	
Regional Board Investigation		2	2				4	\$530	
Subtotal							27	\$3,082	
8 60% SUBMITTAL									
Preliminary Specifications	1	2	8			2	13	\$1,539	
Preliminary Cost Estimate		2	8	8	2		20	\$2,280	
Preliminary Plans	2	20	48	76			146	\$16,470	
Review and recommendations on bid pkg. split		2	4		2		8	\$1,020	
Subtotal							187	\$21,309	
9 90% SUBMITTAL									
Specifications (incl. front end & submittals)	2	4	16			2	24	\$2,934	
Cost Estimate	1	2	5		1		10	\$1,295	
Plans, Profiles & Details	2	8	32	64			106	\$11,630	
Separating into 2 bid packages		5	10	16			32	\$3,650	
Subtotal							172	\$19,509	
10 FINAL SUBMITTAL									
Final documents/Bid Package 1	1	6	18	30		2	57	\$6,289	
Final documents/Bid Package 2	1	6	18	30		2	57	\$6,289	
Subtotal							114	\$12,578	
11 BIDDING & CONSTRUCTION SUPPORT Assumes 2 Bid Packages									
Staff report	1	4	2			2	9	\$1,149	Exhibit E: 14
Bidding Support		4	8			12	24	\$2,384	Exhibit E: 15 & 16
Prebid Meeting and Agenda	1	8	12	8		4	33	\$3,843	Exhibit E: 17 & 18
Conform Sets and Electronic Files		2	5	8		2	18	\$1,934	Exhibit E: 19 & 20
Bid Review	1	8	4			1	14	\$1,907	Exhibit E: 21
Submittals, RFIs		8	32	4		2	46	\$5,424	Exhibit E: 22, 23 & 24
Record Drawings		4	16	40		2	62	\$6,584	Exhibit E: 24
Subtotal							206	\$23,226	
Direct Costs (reproduction, mileage)								\$3,500	
Total Design Cost	18	149	385	324	7	39	924	\$177,483	



Attachment "B"
Page 3 of 3
SCHEDULE OF HOURLY RATES
July 01, 2011 through June 30, 2012

PROFESSIONAL SERVICES

Principal Engineer	\$165-205/hour
Supervising Engineer	\$130-160/hour
Senior Engineer	\$100-135/hour
Associate Engineer	\$90-115/hour
Assistant Engineer	\$80-100/hour
Junior Engineer	\$70-85/hour
Principal Designer	\$90-130/hour
Engineering Assistant	\$90-115/hour
Senior Engineering Technician	\$85-110/hour
Engineering Technician	\$70-90/hour
Engineering Aide	\$50-70/hour
Resident Engineer	\$100-140/hour
Construction Manager	\$100-135/hour
Construction Inspector*	\$85-115/hour
Construction Administrator	\$65-80/hour
Building Official	\$110-135/hour
Building Plan Check Engineer	\$100-135/hour
Building Inspector	\$80-100/hour
Plans Examiner	\$85-110/hour
Building Technician	\$65-80/hour
CLERICAL	\$50-70/hour
VEHICLE	\$12-15/hour
MILEAGE	\$0.65/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.
- * Includes services subject to prevailing wage rates.
- ** Mileage rates are subject to change based on fuel cost increases



EXHIBIT C

Insurance Requirements to Agreement For Design Professional Services Re: Alta Avenue and Almond Street Sewer and Water Rehabilitation

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

Heidi Utterback, PE

Supervising Engineer/Associate Principal

EDUCATION

B.S., Civil Engineering
University of California,
Davis

A.S, Civil Engineering
Santa Rosa Junior College

REGISTRATION

Civil Engineer, California
53723

PROFESSIONAL HISTORY

Supervising Engineer
Coastland
January, 2000 to Present

Project Engineer
Shutt Moen Associates
1993-1999

Design Engineer
Mitchell & Heryford
1989-1993

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Ms. Utterback, currently a Supervising Engineer and Associate Principal for Coastland, has over 23 years of designing and managing public works projects. She currently manages Coastland's civil design group. In addition to staff oversight, she is responsible for project management, design, client coordination and project budgets. Ms. Utterback's design experience includes various transportation improvements, storm drain systems, grading plans, water distribution systems, wastewater collection systems and all associated calculations. Her background also includes plan check and assessment district engineering. Ms. Utterback designed the utility layout, performed sewer capacity calculations, storm drain hydrology and hydraulic calculations, prepared plans, specifications and engineer's estimates for these projects. She has managed numerous projects requiring close coordination with Caltrans, RWQCB, Corps of Engineers the National Marine Fisheries and Fish and Game to obtain all necessary approvals. Additionally, she has experience assisting environmental permitting coordination.

REPRESENTATIVE EXPERIENCE:

City of El Cerrito

- Fairmount / Ashbury HSIP Intersection Safety Project
- Moeser & Ashbury Pedestrian & Bike Corridor Improvements Project

City of Ukiah

- Neighborhood Enhancement Project

Town of Corte Madera

- Barrier Removal Implementation Program (BRIP)
- Tamalpais/Redwood/Corte Madera Avenue Overlay

Town of Ross

- Lagunitas / Sir Francis Drake Blvd Intersection Improvements

City of Mill Valley

- Pedestrian Safety Project

City of Sausalito

- Sausalito Ferry Bicycle Study

City of Rio Vista

- ADA Improvement Project, Phases I & II
- ADA Improvement Project No. 2

County of Marin

- On-Call Pavement Rehabilitation Projects

Sonoma County Regional Parks

- Tolay Lake Bridge Evaluation and Deck Replacement
- West County and Joe Rodota Trails
- Watson School House Restoration

Town of Tiburon

- Del Mar Undergrounding Street Resurfacing

City of Auburn

- Palm Ave SRTS Sidewalk Improvements



**REPRESENTATIVE EXPERIENCE
CONTINUED:**

Town of Windsor

- Windsor Rd Pedestrian Enhancements / Traffic Calming Project
- Wall Street Curb / Gutter / Sidewalk / Lighting Improvement Project
- Mitchell/Shiloh/Conde Assessment District Road Improvements
- Windsor Road/Windsor River Road Intersection
- Lakewood Hills Subdivision Water Replacements
- Starr Creek Tributary Drainage Improvements

City of Piedmont

- Crest Road – Sotelo Avenue Overlay
- 2011 Pavement Rehabilitation

Town of Yountville

- Annual Sidewalk Replacement Program ('01-'10)
- Traffic Calming & Pedestrian Enhancements Implementation Plan
- Mid-town Streetscape Improvements
- Yount Street Pedestrian Path
- Eastside Road Pedestrian Path
- Yount & Washington Street Intersection Improvements
- Jefferson Water & Sewer Main Replacements
- Washington Street Water Main
- Inflow/Infiltration Inspection
- Jefferson Street Water Mains

City of Calistoga

- Grant Street Reconstruction
- Washington Street Bike Path
- Kimball/Myrtle Dale/Grant Water Line
- 2007 Pavement and Utility Project
- Roundabout @ Silverado Trail and Lincoln Ave

City of Grass Valley

- East Main / Idaho Maryland Roundabout

City of Healdsburg

- Foss Creek Bicycle and Pedestrian Trail, all segments
- Sunnyvale & Panorama Drainage Improvements
- Pump and Reservoir Design

City of Napa

- 1st and 2nd Streets: Streetscape
- 2nd and 3rd Streets: Streetscape

Lake County APC

- County-wide SR2S Plan

City of St. Helena

- Fulton Street Storm Drain

City of Cloverdale

- Downtown Redevelopment, R1 & R2
- Annual Sidewalk Replacement Program
- Jefferson Street Reconstruction (STIP)
- Rehabilitation of Various Streets ARRA Project
- Franklin Street Reconstruction
- Cloverdale Boulevard Overlay and Slurry
- Chrome Iron Road Rehabilitation
- Sandholm Lane Sewer & Drainage Improvements
- S. Cloverdale Blvd Sewer Force Main Extension
- Inflow and Infiltration Improvement Project
- Water Main Replacement

City of Fort Bragg

- Oak Street ADA Rehabilitation

City of Rohnert Park

- Lancaster Drive Rehabilitation
- Alta/Almond Sewer & Water Rehabilitation

City of Sebastopol

- Rodota Trail Connection

City of Clearlake

- Collector Street Rehabilitation ARRA project
- Dam Road Reconstruction
- Olympic Drive, Phase 2 Drainage Study and Associated Improvements
- 4-Corners Intersection Drainage Study and Associated Improvements
- PSR for Pavement Rehabilitation
- Midtown Overlay

City of Santa Rosa

- Wilfred Ave Recycled Water Main Realignment
- Downtown Station Area Specific Plan
- Midway and Magowan Water & Sewer
- Palm Avenue Water and Sewer Improvements
- Montgomery Drive and Talbot Avenue Water, Sewer, and Storm Drain Improvements
- Hidden Valley Water Main
- Steel Lane Water and Sewer Replacements
- Monroe Street Water and Sewer Improvements
- Palm and Santa Rosa Water Main Improvements
- Bosely, Palm and Sebastopol Streets Sewer / Water Replacement
- Ridgway Avenue Water & Sewer Improvements
- Goodman/Dutton Sewer and Water Improvements
- Mendocino Ave Sewer & Water Improvements
- South Wright Rd Water System Improvements
- 4th, 5th Street Sewer Main Replacements
- Third Street Water & Sewer Main Improvements

City of Suisun City

- Driftwood Promenade Drainage Improvements



Mark Obergfell, PE

Supervising Engineer

EDUCATION

M.S., Structural Engineering
University of California
Berkeley, CA

B.S., Civil Engineering
Purdue University
West Lafayette, IN

REGISTRATION

Civil Engineer, CA (C36977)

Civil Engineer, OR (17007)

Civil Engineer, IN (60890209)

CERTIFICATION

Qualified SWPPP Developer
(QSD) and Practitioner (QSP)
20883

PROFESSIONAL HISTORY

Supervising Engineer
Coastland
January 2011 to Present

Civil Division Manager
Summit Engineering, Inc.
2008-2010

Senior Project Manager
TLF Consulting Engineers
1998-2008

Project Manager
Weihe Engineers, Inc.
1994-1998

Civil Engineer / Group Leader
Everett I Brown Company
1989-1994

Civil / Structural Engineer
Stanford University
1983-1989

PROFESSIONAL ASSOCIATIONS

American Society of Civil
Engineers (ASCE)

Mr. Mark Obergfell, Supervising Engineer with Coastland, has over 29 years of experience in the design and construction of municipal, institutional, residential and commercial facilities. His recent engineering design and management experience includes improvements to transportation, drainage, water and wastewater facilities. His responsibilities have comprised planning, permitting through local, county, state and federal agencies, engineering design, project management, value engineering and construction management for a broad range of projects. Mr. Obergfell has also prepared many feasibility studies, drainage master plans and hydrology reports for public agencies.

Mr. Obergfell has demonstrated a track record of handling multiple priorities and producing quality construction documents within budget. He has successfully monitored project development in a systematic and thorough manner to ensure all project requirements are met.

His management skills coupled with his technical knowledge of civil engineering provide him with the tools to successfully manage projects from conception through construction completion. His proven ability to communicate and provide clear direction to staff has resulted in consistent organizational success.

REPRESENTATIVE EXPERIENCE:

City of American Canyon

- Broadway South Improvements

Town of Corte Madera

- Barrier Removal Implementation Plan (BRIP)

City of Santa Rosa

- North Station Area Specific Plan – Infrastructure Needs Analysis
- Spring Creek Drive Intersection, Water and Sewer Improvements
- Laguna Treatment Plant Trunk Sewer Interconnect

City of Lone

- City Engineering Support
- Downtown Improvement Plan
- Pavement Management Program (PMP)
- Preston Avenue Sewer Rehabilitation
- Lighting Retrofit and HVAC Replacement Project

City of Piedmont

- Contract Engineering Support
- Phase V Sewer Improvements
- Linda Park Playground & ADA Access
- 2011 Paving Projects

City of Rohnert Park

- Alta/Almond Sewer & Water Rehabilitation

Town of Yountville

- Street Maintenance & Sidewalks project
- Water Service Replacement Project



City of Willows

- City Engineering Support
- Street Lighting Replacement Project
- Storm Drain Master Planning
- Central Park Irrigation

City of Wheatland

- Subdivision plan and drainage review

Prior to Coastland:

City of Franklin, IN

- Commerce Drive Extension (including creek relocation, bridge replacement, federal and state permitting)

City of Carmel, IN

- 136th Street Widening (new stream crossing, US Army COE permitting)

Caltrans District 4

- Lincoln Ranch Left Turn Lane Improvements

City of Cotati

- Valparaiso Avenue Pedestrian Bridge & Pathway

City of St. Helena

- Oak Avenue Improvements

Indianapolis International Airport

- Federal Express Phase IV Expansion
- ATA Hanger / Maintenance Facility

Terre Haute Regional Airport

- Storm Drainage Master Plan and Maintenance Facility

John Wanger, PE

Principal Engineer

EDUCATION

B.S., Civil Engineering
California Polytechnic University,
San Luis Obispo

REGISTRATION

Civil Engineer, CA
43148

State Certified DSW Volunteer
(#SAP10449)

PROFESSIONAL HISTORY

Principal Engineer
Coastland
1991 to Present

Division Manager/Office Manager
Willdan Associates
1989-1991

Engineering Division Manager
MacKay & Soms Engineering
1987-1989

Senior Design Engineer
Willdan Associates
1984-1987

Research & Development
Engineer
Vetco Offshore
1981-1984

PROFESSIONAL AFFILIATIONS

American Public Works
Association

Consulting Engineers and Land
Surveyors of California

American Society of Civil
Engineers

Mr. John Wanger, principal at Coastland, has over 30 years of engineering experience serving the public sector. His experience includes overseeing City Engineering services for 16 municipalities. He has managed and overseen over \$75 million in capital projects including water and wastewater treatment plants, sewer and water pipeline replacements, master plans, major road improvements and storm drain projects. Mr. Wanger has experience in the development of Capital Improvement Programs, Development Impact Fee Programs and Assessment District financing. Additionally, he has successfully assisted many cities and special districts in obtaining millions of dollars worth of grants and loans to fund needed infrastructure.

City of Cloverdale

- Contract City Engineer (1995-2004)
- FEMA Damage Survey Reports (DSR)
- Storm Drain Master Plan
- Heron Creek Levee Emergency Repairs
- Sidewalk Replacement (CDBG Funds 1999 and 2001)
- Sandholm Road Project (Funding Assistance)
- 1995 and 1997 Storm Damage (Funding Assistance)

County of Napa

- Multiple Landslide Repairs (oversight)

City of Clearlake

- FEMA Damage Survey Reports (DSR)
- San Joaquin Slide Repair
- ERFHWA Phases 1, 2, and 3
- San Joaquin Slide Project - \$880,000 HES Grants
- Moleswork Bridge Replacement - \$250,000 HBRR Grants
- Old Highway 53 Bridge Replacement - \$250,000 HBRR Grants
- Guardrail Replacement Project - \$200,000 HES Grants
- Redbud Park Boat Launch - \$200,000 Boating/Waterway Grant

City of Willows

- Contract City Engineer (current)
- Sycamore Street Slipline Project
- Sanitary Sewer Replacement Project, Phase I

City of St. Helena

- Storm Drain Master Plan
- Reservoir Design
- Storm Drain System Design
- Spring Street Channel Improvements
- Oak Street and Hillview Place Storm Drain
- Hunt Street Storm Drain
- Upper Reservoir Dam Removal
- Water tank, pump station and water main
- 5 miles of water and sewer main replacements

City of Grass Valley

- East Main / Idaho-Maryland Roundabout (Principal-in-Charge)



REPRESENTATIVE EXPERIENCE (CONTINUED)

Town of Yountville

- Flood Management Program

City of Sebastopol

- Storm Drain Master Plan
- Cleveland-Harrison Storm Drain
- Caulder Creek Storm Drain

Sonoma County Water Agency

- Russian River CSD Wastewater Collection & Treatment System Study
- Watershed Sanitary Survey and Water Source Assessment (and update)

City of Ione

- Contract City Engineer (current)
- WWTP Expansion Project (technical assistance)
- Preston Avenue Sewer Rehabilitation
- Sewer Repair Inventory and Replacement Program

City of Point Arena

- Sewer Master Plan
- Water Supply & Distribution Study

City of Santa Rosa Utilities

- Quality Control for all (18) utility improvement design and construction

Occidental Community Services District

- Water supply & distribution system (QA/QC)

City of American Canyon

- WWTP Evaluation
- Water Treatment Plant Expansion Project

North Vacaville Water District

- Assessment District financing for new wells, pipelines, pump stations, and tanks

City of Piedmont

- Contract City Engineer (current)
- 2009-2010 Sewer Line Replacement Project

Pump Station Experience

City of American Canyon

- Wastewater Pump Station Upgrades (QA/QC)

City of Cloverdale

- Wastewater Pump Station

City of Willows

- Sycamore Street Pump Station Rehabilitation

City of Rohnert Park

- Wastewater Pump Station Design Quality Review

North Marin Water District

- Recycled Water Facility, Pipeline & Pump Station (Construction Management Oversight)

City of St Helena

- Pump station, 2.7 MG water tank and transmission line

Town of Yountville

- Flood Barrier & Pump Station (QA/QC)



Allison Thomasson, PE

Associate Engineer

EDUCATION

B.S., Civil Engineering
California Polytechnic
State University,
San Luis Obispo
2006

REGISTRATION

Civil Engineer,
California
74997

PROFESSIONAL HISTORY

Associate Engineer
Coastland
2006 to Present

PROFESSIONAL AFFILIATIONS

American Society of
Civil Engineers
(ASCE)

American Society of
Civil Engineers Young
Member Forum
(ASCE YMF)

Ms. Allison Thomasson, Associate Engineer, has over six years of experience providing capital project planning and design for a wide variety of projects for northern California public agencies, including roadway, water, sewer and storm drain, bicycle and pedestrian facilities. She has also prepared project study reports, infrastructure needs analyses, watershed sanitary surveys and drinking water source assessments.

REPRESENTATIVE PROJECTS:

Town of Windsor

- Windsor Road Pedestrian Enhancements
- Mitchell/Shiloh/Conde Assessment District Road Improvements

City of Calistoga

- City-wide Pavement and Utility Improvement Project

Town of Fairfax

- Bolinas Road Sidewalk Replacement
- Pastori Avenue Sidewalk Improvements
- Sir Francis Drake Bike Path

City of Mill Valley

- Eldrige Avenue & East Blithedale Avenue Safety Improvements
- Lomita Avenue Roadway & Pathway Improvements

City of El Cerrito

- Fairmount / Ashbury Intersection Safety Improvements

City of Santa Rosa

- Laguna Treatment Plant (LTP) Trunk Sewer Interconnect
- Railroad Square 5th and 6th Street Sewer and Water Improvements
- Midway / Magowan Phase IV Sewer and Water Replacement
- Laguna Treatment Plant Safety Improvements
- Spring Creek Drive Sewer and Water Replacement Project
- Wilfred Avenue Recycled Water Line Realignment
- Bosely Street and Vicinity Sewer and Water Replacement
- Steele Lane Water and Sewer Improvements
- Midway / Magowan Phase II Sewer and Water Replacement
- Palm Avenue Water and Sewer Improvements
- Montgomery Drive and Talbot Avenue Utility Improvements
- Third Street Water and Sewer Improvements
- Downtown Station Area Specific Plan: Infrastructure Needs Analysis
- Water Tank Seismic Upgrades

Sonoma Marin Area Rail Transit (SMART)

- SMART Multiuse Pathway, Segment 1 (subconsultant to PGH Wong)

City of Healdsburg

- Foss Creek Trail and Pedestrian Path Alignment Study
- Foss Creek Trail – Front Street to Intermodal Facility
- Intermodal Facility Drainage Study



REPRESENTATIVE EXPERIENCE CONTINUED:

Sweetwater Springs CSD

- CIP 2012 Utility Projects

Sonoma County Water Agency

- Watershed Sanitary Survey & Drinking Water Source Assessment Update

Miscellaneous Water District Engineering:

- Anchor Bay Wastewater District
- Lower Lake Water District
- Konocti County Water District
- Anderson Springs Community Services District
- Callayomi County Water District
- Sweetwater Springs CSD

City of Willows

- Misc. Municipal Support
- Tehama Street ARRA Rehabilitation

City of Clearlake

- Arterial Rehabilitation

Town of Yountville

- Pavement Resurfacing Program

Yolo County

- General Plan: infrastructure needs analysis



Mike Janet

Construction Services Manager/Associate Principal

EDUCATION

Agtek Earthwork
Training Course
April 2003

Geotechnical Drilling
Seminar
February 2008

Utility Pole Loading
and G.O. 95 Course
May 2000

Caltrans Resident
Engineering Class

CERTIFICATION

CESSWI #1421
2011

SWPPP Certification
2007

Public Contract Code
Course 2007

PROFESSIONAL HISTORY

Construction
Manager
Coastland
2006 to present

Project Manager /
Lead Estimator
Pipeline Excavators
2002- 2006

Water Conservation
Aide
Marin County Water
District
2001-2002

Lead Field Engineer
Utility Application &
Design
1998 to 2001

Mr. Mike Janet has over 14 years of experience as a construction manager, project manager and project engineer. He is very experienced in construction management including schedule review, field problem resolution, bid solicitation and general contract administration for a variety of private and public works projects.

REPRESENTATIVE EXPERIENCE:

City of Mill Valley

- Pedestrian Safety Project
- Eldridge & East Blithedale Improvements

City of Cloverdale

- R1 Downtown Redevelopment & R2 Downtown Redevelopment
- ARRA Pavement Rehabilitation Project

City of Piedmont

- Piedmont Hills Undergrounding Project

Town of Corte Madera

- Tamalpais/Redwood/Corte Madera Ave Overlay

City of Clearlake

- ARRA Arterial Roadway Rehabilitation Project

City of Rohnert Park

- City Center Plaza & Public Safety Station
- Rohnert Park Expressway Rehabilitation
- Rubberized Asphalt Paving on Various Streets

Town of Tiburon

- Del Mar Undergrounding Project

Town of Windsor

- Windsor Road Pedestrian Enhancements / Traffic Calming
- 2008 Conde & Hembree Lane Pavement Maintenance
- 2007 Old Redwood Highway Pavement Preservation Program
- 2006 Pavement Preservation Program

Town of Yountville

- Annual Pavement Resurfacing Program
- East Side Pedestrian Pathway
- Washington Street Water Main
- Yount Street Sewer Improvements

City of Grass Valley

- On-Call services (constructability reviews, CM & inspection)
- ARRA Rehabilitation

City of Santa Rosa

- Bishop/Brookside Water & Sewer Improvements
 - Mendocino Ave Water & Sewer Improvements
 - Alderbrook and Parker Water Improvements
 - Colgan Ave. & Appletree Dr. Water & Sewer Improvements
 - Steele Lane Water & Sewer Improvements
 - Midway / Magowan Water Improvements
 - Montgomery & Talbot Water, Sewer and Drainage improvements
- And dozens more pipeline improvements for the City*

City of American Canyon

- Reclaimed Water Storage Tank
- American Canyon Road Widening



Tamalpais Community Services District

- 2007 Sewer and Water Improvement Project

City of Fort Bragg

- 2008 Street Resurfacing Project

City of Willows

- Tehama Street ARRA Rehabilitation, Phase I
- Tehama Street ARRA Rehabilitation, Phase II

City of Healdsburg / Sonoma County Transportation Agency

- Healdsburg Intermodal Transportation Facility

Sweetwater Springs CSD

- 2012 CIP Utility Projects

County of Napa

- 4700 Block Redwood Road Slide Repair
- Diamond Mountain Road Slide Repair



Richard Engelke

Construction Manager / Inspector

PROFESSIONAL HISTORY

Construction Inspector
Coastland
2008-Present

Superintendent
Argonaut Constructors
1994-2007

Foreman / Operator
WK McLellan
1993-1994

Foreman / Operator
Oak Grove Construction
1980-1984

Foreman / Operator
Stephen Tyler
Corporation
1973-1980

Mr. Richard Engelke has 39 years of experience in the construction industry. He is thoroughly experienced in contract administration and inspection and has monitored construction of a wide variety of infrastructure improvement projects, including:

- Streets and highways
- Large water and wastewater projects, including water storage tanks, wastewater treatment plans, and various piping projects
- Storm damage repair and storm drainage improvements
- Underground drainage, water and sewer improvements
- Grading, paving, and general street improvements
- Large parks
- Conduit installations and street lights
- Residential subdivisions, private & commercial developments
- Earthwork for bridges and retaining walls

RELEVANT EXPERIENCE:

City of Santa Rosa

- Steele Lane Roadway & Utility Improvements
- Bishop & Brookside Roadway & Utility Improvements

City of Rohnert Park

- City Center Plaza

City of Cloverdale

- Downtown Redevelopment, Phase II

City of Piedmont

- Piedmont Hills Undergrounding Project
- Crest - Sotelo Avenue Overlay

City of American Canyon

- Recycled Water Storage Tanks

City of Willows

- Tehama Street Overlay ARRA Project

Town of Tiburon

- Del Mar Undergrounding Project

RELEVANT EXPERIENCE PRIOR TO COASTLAND:

- Town of Windsor Town Green Park
- Four water pipeline replacement projects for the City of Santa Rosa
- Cotati Hills Water Storage Tank and Piping Project (SCWA)
- Lake Tahoe Water Treatment Project (South Shore)
- Hopland Wastewater Treatment Plant
- Armona Wastewater Treatment Plant Expansion
- Healdsburg Pump Station and Sewer Piping Project
- China Lake Naval Weapons Center Wastewater Project (piping, ponds, and drainage structures)
- Minden, NV Wastewater Treatment Plant
- Humboldt County Garberville Airport Rd & Blocksburg Slide Repair
- Lake County Morgan Valley Road Landslide Repair
- 8 Highway Realignment and Landslide Repair projects in Mendocino County
- Marin County Pt Reyes/Petaluma Road Landslide Repair
- City of Santa Rosa Matanzas Creek Retaining Wall Replacement



REPRESENTATIVE LANDSLIDE EXPERIENCE:

Prior to Coastland:

Lake County

- Morgan Valley Road Slide Repair – Excavation, tie-back wall, and fill.

Mendocino County

- Dos Rios Slide – installation of large trench stabilization (50,000+ yards), rip-rap, permeable blanket, piping, and Gabion wall. All-season project.
- Hwy 1 Realignment & Bailey Bridge Removal (N of Point Arena) – improvements resulting from Hwy failure including re-routing Highway 1
- Hwy 20 Realignment and Slide Repair – large tie-back wall, above Highway 20, Caltrans Road realignment, excavation, etc.
- Mountain House Rd Slide Repair – two trench stabilizations, piping, permeable backfill and more.
- East Hill Rd Slide Repair – trench stabilization, permeable backfill, piping.
- Hwy 101 Road Repair – installation of rip-rap and road reconstruction on Highway 101 North and South of Garberville.
- Russian River Erosion Bank Failure Repair – worked closely with the Corps of Engineers to install rip-rap on the Russian River erosion bank failure, located southeast of Ukiah.
- Covelo Slide Repair – installation of 60-inch pipe and slide/road stabilization.

Marin County

- Pt Reyes-Petaluma Road Slide – trench stabilization above Nicacio Reservoir including permeable backfill and piping.

Humboldt County

- Garberville Airport Rd & Blocksburg Slide Repair

City of Benicia

- National Guard Armory Slide – excavation and permeable backfill

City of Santa Rosa

- Matanzas Creek Retaining Wall Replacement



Exhibit E
Design Consultant Requirements

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

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

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

The requirements for as-built plans are as follows:

- a. The As-Built shall include the contractor's name, address, phone number and approximate date of project completion.

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