

RESOLUTION NO. 2014-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING A DESIGN PROFESSIONAL SERVICES AGREEMENT FOR THE EASTSIDE TRUNK SEWER PHASE III AND SNYDER LANE WIDENING PROJECT NO. 2014-01 WITH GHD, INC., FOR DESIGN ENGINEERING SERVICES

WHEREAS, The City of Rohnert Park General Plan and Public Facilities Finance Plan include projects for Eastside Trunk sewer, widening Snyder Lane and widening the Snyder Lane Bridge at Copeland Creek; and

WHEREAS, the City of Rohnert Park entered into a contract with Winzler and Kelly (now GHD Inc.) for studies of the Eastside Trunk sewer in 2004 and 2005; and

WHEREAS, the City of Rohnert Park entered into a contract with Winzler and Kelly (now GHD Inc.) for design of the Eastside Trunk sewer and Snyder Lane widening in 2006; and

WHEREAS, the City of Rohnert Park amended the contract with Winzler and Kelly (now GHD Inc.) to phase the Eastside Trunk sewer project in 2007; and

WHEREAS, the City of Rohnert Park now desires to complete the design of the third phase of the Eastside Trunk Sewer and the Snyder Widening Projects.

NOW, THEREFORE, BE IT RESOLVED that it is recommended by Development Services that the Council of the City of Rohnert Park, by resolution, authorize the acceptance of this Design Professional Services Agreement for the Eastside Trunk Sewer Phase III and Snyder Lane Widening Project No. 2014-01 and authorize the Finance Director to increase appropriations in the amount of \$377,488 in account 540-1401-400-9902. The revenue account 540-0000-300-3990 for the transfer of funds from the funding source account 165-0000-400-8100.

BE IT FURTHER RESOLVED that the City Council of the City of Rohnert Park authorizes and approves a design professional services agreement by and between GHD, Inc., a California corporation, and the City of Rohnert Park, a municipal corporation, for design related services for the Eastside Trunk Sewer Phase III and Snyder Lane Widening, Project No. 2014-01 in the amount of \$377,488.

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

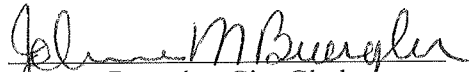
DULY AND REGULARLY ADOPTED this 11th day of February, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne Buergler, City Clerk

Attachment – Exhibit A

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

Exhibit A

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

DESIGN PROFESSIONAL SERVICES AGREEMENT
RE: EASTSIDE TRUNK SEWER, PHASE III, AND SNYDER LANE WIDENING
PROJECT NO. 2014-01

THIS AGREEMENT is entered into as of the 11th day of February, 2014, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and GHD, Inc., ("Design Professional"), a California corporation.

Recitals

WHEREAS, City desires to obtain engineering design services in connection with Eastside Trunk Sewer, Phase III, and Snyder Lane Widening; and

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

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

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Subject to such policy direction and approvals as the City may determine from time to time, Design Professional shall perform the services set out in the "Scope of Work and Schedule of Performance" attached hereto as Exhibit A.

2. Time of Performance. The services of Design Professional are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. The services of Design Professional are to be completed not later than December 31, 2016. 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 Three Hundred Seventy-seven Thousand Four Hundred Eighty-eight

Dollars (\$377,488.00). 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.

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

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

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

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

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

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

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

14. Compliance with Laws.

A. General. Design Professional shall (and shall cause its agents and subcontractors), at its sole cost and expense, comply with all applicable federal, state and local laws, codes, ordinances and regulations now in force or which may hereafter be in force during the term of this agreement. Except as otherwise allowed by City in its sole discretion, Design Professional and all subconsultants shall have acquired, at their expense, a business license from City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code prior to City's issuance of an authorization to proceed with the Services. Such license(s) must be kept valid throughout the term of this Agreement. Any corrections to Design Professional's reports or other Documents (as defined in Section 6) that become necessary as a result of Design Professional's failure to comply with these requirements shall be made at the Design Professional's expense.

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

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

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

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

F. Prevailing Wage. Design Professional and Design Professional's subconsultants, shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article

2. Copies of the applicable wage determination are on file at City Clerk's office. This provision to comply with prevailing wage laws takes precedence over the provisions of paragraph 3.F.

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

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

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

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

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

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

19. Termination.

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

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

C. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Design Professional, whether

located at Design Professional's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Design Professional shall not be entitled to receive any further payment under this Agreement until the Services are completely finished.

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

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

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

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

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

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the

court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

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

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City Manager
City of Rohnert Park -City Hall
130 Avram Avenue
Rohnert Park, CA 94928

If to Design Professional: Alex Culick
GHD, Inc.
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

26. Design Professional's Books and Records.

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

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

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

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

authorized by Design Professional, Design Professional's representatives, or Design Professional's successor-in-interest.

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

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

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

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

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

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

32. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity,

illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

33. No Waiver Of Default. No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default 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

GHD, Inc.

By: _____
Darrin Jenkins, City Manager
Date: _____
Per Resolution No. 2014-_____ adopted by the Rohnert
Park City Council at its meeting of February 11, 2014.

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

.
By: _____
Title: _____
Date: _____

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance



January 17, 2014

Ref: 840900458

Mr. Patrick Barnes, PE
Deputy City Engineer
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

**RE: Eastside Trunk Sewer Phase 3 and Snyder Lane Widening
Design Phase**

Dear Pat,

GHD is pleased to submit this proposal for professional engineering services for the Eastside Trunk Sewer (ESTS) Phase 3 and Snyder Lane Widening Project (the "Project"). This proposal is for design phase services, including: utility and road design, environmental review, permitting, public outreach, and easement coordination. The proposal is based on our understanding of the project from our previous work up to 2007 for this phase of the trunk sewer and the road widening, design criteria and specifications prepared for ESTS Phase 2, and recent discussions with City staff. Upon completion of the design phase, GHD and the City would prepare an additional contract task order(s) for future project engineering activities (e.g., bid and construction phase support).

Project Understanding

The City has initiated roadway widening along the east side of Snyder Lane between Southwest Boulevard and Jasmine Circle as part of this project to implement a portion of CIP Project #TR-26 *Phase 1 Snyder Lane Widening* and to avoid redundant construction impacts in the area. Currently, Snyder Lane is two lanes between Southwest Boulevard and Jasmine Circle, although it is classified as a four-lane Major Arterial Road in the City's General Plan Policy TR-6. General Plan Policy TR-6 states, *Use the City's Capital Improvements Program as a means to prioritize and undertake roadway improvements listed in Table 4.1.4 and shown in Figure 4.1-1.* Installation of the Eastside Trunk Sewer Phase 3 pipeline would occur in the same area planned for roadway widening. By conducting the roadway widening as part of the Eastside Trunk Sewer Project, construction crews would complete both projects concurrently and avoid redundant construction impacts.

As a result of project planning for Snyder Lane road widening, the road widening and associated improvements were extended to Rohnert Park Expressway, just north of Jasmine Circle, and further north to Medical Center Drive to complete the road widening connectivity in the project vicinity and properly transition the widened roadway to match Snyder Lane to the north.

Improvements for Snyder Lane associated with road widening include the following general work items:

- Road widening to the east, including new pavement section, pedestrian corridor improvements; striping, median, curb, gutter, sidewalk, landscaping, and traffic signal improvements;
- Widening of the existing bridge structure (box culverts) at Copeland Creek;
- Utility relocation for existing storm drainage, PG&E utilities, and irrigation lines;



- Construction of Eastside Trunk Sewer Phase 3 between its connection with Phase 2 at Southwest Boulevard and the southeast corner of Rohnert Park Expressway;
- Tree removal; and
- Parking lot improvements for Rancho Cotate High School.

Project Approach

GHD will begin the project by validating the project design and planning work prepared to date. This will include review of environmental resources needed for permitting and relating to the project's CEQA document. Review will also include base mapping and design aspects for utility alignment, design criteria, and road widening and traffic handling features. The project team will collaborate with City staff, permit agencies, Rancho Cotate High School, and other stakeholders as appropriate to assess project needs.

Following project validation, GHD will submit permit applications, commence easement acquisition efforts, and begin preparation of the 75% submittal. GHD will meet with the City at project milestones to discuss the project. GHD will also outreach to Rancho Cotate High School and other stakeholders along the project limits regarding project impacts.

The project is anticipated to be ready for bid advertisement by late 2014, which would allow for construction to begin in Spring 2015.

Our Scope of Services and fee is outlined below for your consideration. The scope is split into Basic Scope of Services (Tasks 1 through 8) and Optional Services (Task 9).

Basic Scope of Services

Task 1 – Project Validation

Task 1.1 Project Validation – Environmental Resources

The GHD team will conduct a review of current data to determine if physical conditions along the Phase 3 corridor have changed significantly since the time the original environmental analyses were conducted. It is anticipated that this review will include:

- Biological Studies Update
- Cultural Resources File Review: Northwest Information Center
- Hydrology and Water Quality

The Biological Studies Update will be used to support both the CEQA documentation and resource permitting efforts. It is assumed that the validation of previous project corridor studies will include a review of the latest files maintained on the State Water Resource Control Board's GeoTracker database. This review will also be used by our CEQA practitioners to help validate the project's CEQA documentation. The findings of the other review efforts will be presented in the verification memorandum produced in the CEQA Documentation task.

Our CEQA practitioners will also review the project's Mitigation and Restoration Plan to determine if the two mitigation options proposed in 2007 remain valid options. If so, the Plan will be resubmitted with the resource permit applications as part of Task 2. If not, our team will work with the City and resource agencies to develop an alternative mitigation strategy and revise the Mitigation and Restoration Plan accordingly as part of Task 2.



Task 1.2 Project Validation – Base Mapping and Design

The GHD team will conduct a review of current data to determine if design requirements have changed significantly since the time the original design was conducted and that the design developed in 2006-07 is still the ideal solution. Work will begin with desktop review of existing documents and continue with a site visit by key project team members and City personnel. GHD will contact utility companies and request information from the utilities to validate previous project base mapping.

GHD will evaluate potential options for the design and recommend changes to the City if/as appropriate. Depending on the nature of the recommended changes, re-scoping of a portion of the project may be appropriate. It is anticipated that this review will include the following elements:

- Topography and Mapping
- Bridge structure (i.e. seismic code)
- Bridge barrier
- Rancho Cotate High School parking access/egress location (opposite Camino Corto)
- Utility locations
- Pavement recommendations
- LID

Task 2 – Environmental Compliance and Permitting

Task 2.1 Permitting

The USACE representative who reviewed the initial project and developed the nationwide permit approvals was contacted regarding permitting procedures for the Phase 3 project. We have been advised that a new USACE application would need to be filed. Likewise, representatives for the Regional Board and CDFW were contacted; CDFW advised that a new Streambed Alteration Agreement application would be necessary. In light of this agency feedback, GHD will prepare the following resource permit application packages specifically for the Phase 3 project.

- U.S. Army Corps of Engineers, Section 404 nationwide permit(s)
- North Coast (Region 1) Regional Water Quality Control Board, Section 401 Water Quality Certification
- California Department of Fish and Game, Section 1600 Lake and Streambed Alteration Agreement

GHD will provide coordination with resource permitting agencies and prepare all necessary permit application packages on behalf of the City. These packages will be based on the historical project information, as well as that developed as part of the preceding tasks.

The City will sign and submit permit applications and provide fees associated with the permits. After the permit applications are submitted, GHD will respond to agency questions, comments, and additional information requests. This follow-up effort is anticipated to require one site visit with each agency and 8 to 16 hours of additional coordination, as appropriate per agency.

As noted in Task 1.1, the project's existing Mitigation and Restoration Plan [developed in 2007] will be reviewed for currency and revised, as necessary, for submittal with the application packages. Based on the findings of the previous environmental analysis on this element of the overall Eastside Trunk Sewer project, GHD assumes that no Section 7 consultation will be required for the project.



It is noted here that no consultation with the State Historic Preservation Officer will occur, based on the findings of the original environmental analyses.

Task 2.2 Specification Review

GHD's environmental task manager will be allotted time to review and confirm the characterization of appropriate mitigation measures and resource permit conditions in the 90% construction specification documents.

Task 3 – Geotechnical Engineering

Task 3.1 Utility Design

Consultant will retain the services of Jacobs Associates to perform geotechnical review of the design criteria used in Phase 2 and 90% construction documents. Jacobs will provide a Geotechnical Review Memorandum (pdf) for its review of the 90% construction documents.

Jacobs will review and update recommendations for its April 2006 Geotechnical Report and July 2006 Geotechnical Review Memorandum with respect to design guidelines for tunneling methods, dewatering criteria, trench stability, and shoring criteria. The review will also incorporate geotechnical lessons learned from Phases 1 and 2.

Task 3.2 Pavement and Bridge Design

Consultant will retain the services of RGH Consultants to perform geotechnical investigations for the proposed road and bridge widening elements of the project. The geotechnical investigation will include up to 4 soil borings and recommendations regarding liquefaction potential, differential settlement, values for bridge footing design, values for retaining wall design and R-values for pavement design. This effort will primarily focus on the area east of Snyder Lane adjacent to the High School and the Copeland Creek Crossing where the bridge work will be required. RGH will use Jacobs' May 2006 Geotechnical Review Memorandum regarding the proposed box culvert for Copeland Creek.

Consultant will review the finding of the geotechnical report and develop strategies for implementing the recommendations. Areas requiring significant effort are pavement design, slope retention, and bridge footing design.

Task 4 – Easements

As proposed, the design will require cut slopes along the frontage of Rancho Cotate High School that extend beyond City right of way. To facilitate construction and placement of the slope beyond the right of way, the following effort to secure easements is anticipated.

Task 4.1 Easement Preparation

Consultant will perform field surveys to confirm property boundary markers for the above property.

Consultant will prepare and submit draft TCE and permanent easement descriptions for review by owner and City. Comments will be addressed by Consultant before submitting final easement documents for signature by the owner and distribution to City.

It is assumed that up to a total of three easements (includes the TCE above) may be required at the Rancho Cotate High School parcel.



Task 4.2 Appraisal and Acquisition

The Consultant will have the property appraised, negotiate with the property owner, and provide services to obtain the easement(s) noted above. City will be responsible for costs associated with easement procurement and recording fees.

Consultant will provide TCE and permanent easement acquisition assistance. Assistance will include evaluating alternatives, preparing exhibits, assisting with negotiations with owner and attending a coordination meeting.

Consultant will obtain Title Report(s) for the following parcel(s):

- Rancho Cotate High School Parcel

Task 5 – Supplemental Surveys

Consultant will prepare supplemental field surveys to support preparation of the contract drawings. The proposed supplemental effort will be based on findings from the initial project validation task. It is assumed that 2 days in the field will be required to address any new or modified features.

The topography and mapping will be updated to reflect the current conditions as part of this task.

Task 6 – Preparation of Plans, Specifications, and Estimates

Consultant will prepare plans and specifications suitable for public bid. Plans will detail the work to be completed including temporary facilities, abandonment and demolition of existing facilities, plan and profile drawings for new pipelines, bridge design, utility relocation design, road widening, LID, landscape and irrigation, construction details, and conceptual traffic control plans showing allowable lane closures, work area, and detours. Drawings will be prepared using AutoCAD C3D Version 2013 software and formatted for 11" x 17" and 22" x 34" sheets. Consultant will utilize City standard details where applicable. Consultant will use its own drafting standards.

Specifications will establish the minimum level of quality acceptable including relevant reference standards, allowable materials and construction methods, and testing procedures and acceptance requirements. Consultant will also provide editing of the City's standard bid and contract forms to meet the specifics of the project. Specifications and other document will be prepared using Microsoft Word 2000 software in CSI format.

An opinion of probable construction cost will be provided with a detailed breakdown of unit costs and organized in the same format as the bid schedule.

Consultant will develop the Storm Water Pollution Prevention Plan (SWPPP) as a base plan for the contractor's use during construction. A Notice of Intent will be prepared for the City's signature and submittal to the Regional Board.

Formal design submittals will be provided at the 75%, 90% and Final design levels. Review comments from each submittal will be coordinated and/or addressed accordingly for the subsequent submittal. The Final PS&E submittal will be used for project bidding; no subsequent PS&E submittals will be made.

The fee estimate for this task includes reproduction of one complete PS&E hard-copy set of each submittal to be retained by GHD for design development and project records purposes.



Deliverables: *75% and 90% PS&E: One electronic copy (PDF) and four half-size (11x17) paper copies of the plans, bound specifications, and opinion of probable construction cost.*

Final PS&E: One electronic copy (PDF), two full-size (22x34) paper copies of the plans, 2-half-size (11x17) paper copies of the plans, and two bound copies of the specifications. Final opinion of probable construction cost to be submitted in electronic form (PDF).

Task 7 – Project Management and QAQC

Consultant will prepare a work plan identifying all major tasks and milestones. Staff assignments, key task prerequisites, and schedule breakdown will be developed under this task. The work plan communicates to all project stakeholders what is being done, who is responsible, and when tasks start and stop.

Consultant will conduct a project kickoff meeting with the City's staff. The kickoff meeting will be used to communicate the project work plan, propose design alternatives, gather background information, and solicit comments and questions from the City.

Consultant will convene regular coordination meetings at its office in Santa Rosa to review progress to date, identify key issues on the critical path, and prepare action items for the next upcoming period.

Consultant will submit progress reports each month summarizing the work accomplished, critical issues requiring resolution, and budget and schedule status. The progress reports will be submitted with invoices that identify the City's project number, hours worked, hourly charges with staff classifications, progress and percent completion.

Consultant will provide quality assurance and quality control (QAQC) review, including constructability review, of each design submittal before submitting to the City. QAQC will be performed by senior staff and utilize GHD's internal resources.

Task 8 – Outreach and Coordination

Task 8.1 School District Coordination

Consultant will coordinate with the Cotati-Rohnert Park Unified School District regarding various project related items. Anticipated project elements to be coordinated include: access point(s), circulation, redwood tree removal, proposed slope and landscaping, PG&E relocation, schedule, temporary construction easements, and other easements. Task will include preparation for and attendance at meetings with the School District (fee assumes 5 meetings attended by the Project Manager).

Task 8.2 PG&E and Utilities Coordination

Consultant will coordinate with PG&E and other utility service providers regarding relocation of the overhead electric distribution, communication, and cable facilities, generally located on the east side of Snyder Lane. Anticipated project elements to be coordinated include: redwood tree removal, proposed slope and landscaping, pole relocation, schedule, temporary construction easements, and other easements. Task will include preparation for and attendance at meetings with PG&E and other utilities (fee assumes 5 meetings total attended by the Project Manager).

Task 8.3 Adjacent Owner Outreach

Consultant will provide limited outreach to immediately adjacent property owners with facilities or access points that are impacted by the proposed widening of Snyder Lane. It is anticipated that the project



elements coordinated in 2006/7 will be supported by the current property owners. Task will include preparation for and attendance at meetings with adjacent property owners (fee assumes 5 meetings total).

Optional Services

Task 9 – Project Re-Scoping

Task 9.1 CEQA Documentation

GHD's team of environmental professionals will review current conditions along the Phase 3 corridor, as well as the information developed in the Validation Task, to determine whether any of the circumstances provided in CEQA Guidelines Sections 15162, 15164, and 15074.1 are triggered. It must be determined if current circumstances would create a new impact or require a new mitigation measure that was not considered in the previous IS/MND or IS/MND Addendum.

Based on GHD's knowledge of the project and project area, the Basic Scope of Services assumes that the existing CEQA documentation will stand for Phase 3. We will produce a memorandum for the City's project file verifying that finding. If circumstances indicate otherwise, GHD will provide an amendment scope of work and fee estimate to complete the appropriate type of CEQA review for Phase 3 only.

Task 9.2 Base Mapping and Design

It is anticipated that the initial design work developed in 2006/07 for this project will be generally supported by all stakeholders and be in compliance with current requirements. If, through the Validation or Outreach Tasks it is determined that significant changes to the project description or the 2006/07 design are required, GHD would subsequently develop an amendment scope of work and fee to address the required revisions.

Any of the following revisions and/or new elements are representative, but potentially not all-inclusive, of potentially significant changes: bridge type; school access point; and utility undergrounding.

Assumptions

The following tasks are to be accomplished by the City during the course of the project.

- Make available records and documentation for any projects that have occurred since 2007 in the project area.
- Assist with identification of staging area(s) and provide easements if required.
- Schedule, administer, and complete the publishing and mailing of meeting notices and public notices, if necessary.
- Schedule meetings and workshops at the City as necessary and prepare all notices and all resolutions required by the City Council.
- Provide project review within the scheduled timeline so that the project design can remain on schedule.

Services Not Included

The following services are not included in the scope of work:

- Utility potholing, as this work was previously completed. GHD will identify the need for additional utility potholing during project validation and notify the City.



- Preparation of additional Bid Documents or Contract Documents for alternate bids or prices requested by the City for the project or a portion thereof.
- Bid and construction phase services.
- Other services performed or furnished by GHD not otherwise provided herein for the Scope of Services.

Project Schedule

The estimated preliminary project schedule is shown on the following page. Notice to proceed for this contract is anticipated by February 17, 2014, which follows the February 11, 2014 City Council meeting.

The planning and design schedule is anticipated to take 9 months, considering 6 to 7 months for CEQA/permitting and preparation of the various submittals. Construction could take about 12 months, so two construction seasons or a mid-construction shutdown might be considered.

Activity/Task	Date
Notice to Proceed	February 17, 2014
Project Validation (6 weeks)	March 31, 2014
City Staff Review (2 weeks)	April 8, 2014
Begin Easement Acquisition Process	April 9, 2014
Permit Submittal	April 9, 2014
75% Design Complete (12 weeks)	July 2, 2014
City Staff Review (2 weeks)	July 16, 2014
90% Design Complete (8 weeks)	September 10, 2014
City Staff Review (2 weeks)	September 24, 2014
Permits and Easements Received (6 months)	Late October 2014
Final Design Complete (6 weeks)	November 5, 2014
<i>Bid Advertisement</i>	<i>November - December 2014</i>
<i>Bid Opening and Award Contract</i>	<i>January 2015</i>
<i>Construction NTP (preliminary estimate)</i>	<i>February 2015</i>
<i>Construction Submittal Review</i>	<i>February – March 2015</i>
<i>Construction Begins</i>	<i>March/April 2015 *</i>

The project schedule is based on the various assumptions provided in the scope of services and could be affected by the following items:

- Substantial change in project scope (i.e., utility undergrounding);
- Responsiveness of utilities to review requests (i.e., PG&E for utility pole relocation);
- Responsiveness of resource agencies for permit issuance;
- Easement acquisition, if contingent on a project milestone; and
- Bid and construction phase timing will depend on project funding, timing of construction relative to school operations, and wet weather delays for planned work during wet season months.

Through design development and coordination with the City and school district, it may be determined that construction should be constrained to the school summer recess, which is generally defined as June through mid-August. Construction is anticipated to take 12 months, which means that construction could



be completed by Spring 2016, or possibly delayed to Fall 2016 if there is a mid-construction shutdown or significant wet weather delays.

Project Team

The following GHD personnel are assigned as project or technical leads for this project:

- Project Director – Matt Winkelman, PE
- Project Manager / Senior Engineer (Traffic/Transportation) – Bill Silva, PE
- Senior Engineer (Traffic/Transportation) – Bill Silva, PE
- Senior Engineer (Utilities) – Matt Winkelman, PE
- Permitting – Dave Davis, AICP
- Project Coordinator – Terrie Zwillinger
- QA/QC Lead – Alex Culick, PE
- Geotechnical Engineer (utilities) – Jacobs Associates
- Geotechnical Engineer (road section) – RGH Consultants
- Right-of-Way Appraisal and Easement Acquisition – North Bay Right of Way Consultants
- Landscape Architect – Quadriga

Fee Estimate

The estimated fee for professional services for the Basic Scope of Services (Tasks 1 through 8) is \$344,988. The estimated fee for professional services for Optional Services (Task 9) is \$32,500, for a total fee of \$377,488. See attachment for breakdown of the estimated fee.

Closing

Please don't hesitate to contact me if you have any questions regarding the scope of work. I can be reached at (707) 523-1010. Thank you for the opportunity to serve the City of Rohnert Park.

Sincerely,
GHD Inc.

A handwritten signature in black ink, appearing to read 'Matt Winkelman', with a long horizontal flourish extending to the right.

Project Director
(707) 523-1010

Attachment: Fee Estimate Spreadsheet

EXHIBIT B
Compensation



Client: City of Rohnert Park
Date: January 17, 2014

*OTHER DIRECT COSTS include telephone, mileage, printing, photocopies and other miscellaneous direct expenses.

EXHIBIT C

Insurance Requirements to Agreement For Design Professional Services Re: Eastside Trunk Sewer, Phase III, and Snyder Lane Widening

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 \$2,000,000 (Two 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

- Project Director – Matt Winkelman, PE
- Project Manager / Senior Engineer (Traffic/Transportation) – Bill Silva, PE
- Senior Engineer (Traffic/Transportation) – Bill Silva, PE
- Senior Engineer (Utilities) – Matt Winkelman, PE
- Permitting – Dave Davis, AICP
- Project Coordinator – Terrie Zwillinger
- QA/QC Lead – Alex Culick, PE
- Geotechnical Engineer (utilities) – Jacobs Associates
- Geotechnical Engineer (road section) – RGH Consultants
- Right-of-Way Appraisal and Easement Acquisition – North Bay Right of Way Consultants
- Landscape Architect - Quadriga

EXHIBIT E

Design Consultant Requirements

Exhibit E
Design Consultant Requirements

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

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

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

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

The requirements for as-built plans are as follows:

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

