

## **RESOLUTION NO. 2015-064**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH VALI COOPER & ASSOCIATES, INC, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR BENICIA POOL RENOVATION (PROJECT NUMBER 2014-06)**

**WHEREAS**, the Benicia Pool Renovation Project No. 2014-06 ("Project") will renovate and replace components of the existing facilities at the Benicia Pool; and

**WHEREAS**, the Benicia Pool Renovation Project will enter into the Construction Phase; and

**WHEREAS**, funding for the Benicia Pool Renovation Project is available from 2007R Tax Allocation Bond (TAB) Project PR-71; and

**WHEREAS**, the City has issued a Request for Proposal for Construction Management and Inspection Services; and

**WHEREAS**, Vali Cooper & Associates, Inc submitted a proposal for Construction Management and Inspection Services; and

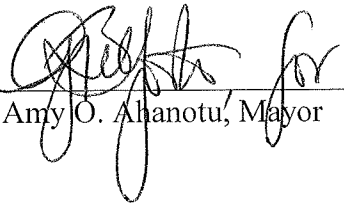
**WHEREAS**, the City has reviewed the proposal by Vali Cooper & Associates, Inc and believes that Vali Cooper & Associates, Inc. is the best qualified firm to administer the construction phase of the Benicia Pool Renovation Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Design Professional Services Agreement with Vali Cooper & Associates, Inc. for Construction Management and Inspection Services for Benicia Pool Renovation Project No 2014-06 for a not to exceed amount of \$100,852.00.

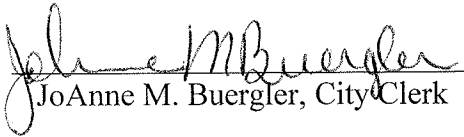
**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this Design Professional Services Agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to Exhibit A attached hereto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

**DULY AND REGULARLY ADOPTED** this 14<sup>th</sup> day of April, 2015.

**CITY OF ROHNERT PARK**

  
\_\_\_\_\_  
Amy O. Ahanotu, Mayor

**ATTEST:**

  
\_\_\_\_\_  
JoAnne M. Buergler, City Clerk

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

## ATTACHMENT "A"

City of Rohnert Park  
600 Enterprise Drive  
Rohnert Park, CA 94928

### CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and Vali Cooper & Associates, Inc., ("Construction Management Professional"), a California corporation.

#### Recitals

WHEREAS, City desires to obtain Construction Management and Inspection services in connection with Benicia Pool Renovation Project No. 2014-06; and

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

WHEREAS, City desires to retain Construction Management 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 through its staff may determine from time to time, Construction Management 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 Construction Management 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 Construction Management Professional are to be completed not later than December 31, 2015. Construction Management 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 Construction Management 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 Construction Management Professional exceed One Hundred Thousand, Eight Hundred Fifty-two Dollars (\$100,852.00). 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. Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. City shall review Construction Management Professional's billing statement and pay Construction Management Professional for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

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

D. Taxes. Construction Management 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 Construction Management Professional.

E. No Overtime or Premium Pay. Construction Management 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. Construction Management Professional shall not receive a premium or enhanced pay for work performed on a recognized holiday. Construction Management 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.

F. Litigation Support. Construction Management Professional agrees to testify at City's request if litigation is brought against City in connection with Construction Management Professional's report. Unless the action is brought by Construction Management Professional or is based upon Construction Management Professional's negligence, City will compensate Construction Management Professional for the preparation and the testimony at Construction Management Professional's standard hourly rates, if requested by City and not part of the litigation brought by City against Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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. Construction Management 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) any time requested by City, upon five (5) days prior written notice.

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 Construction Management Professional.

C. Construction Management Professional retains the copyright in and to the intellectual property depicted in the Documents subject to Construction Management 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 Construction Management Professional: Construction Management 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 Construction Management 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. Construction Management Professional shall include in all subcontracts and agreements with respect to the Services that Construction Management Professional negotiates, language which is consistent with this Section 6.

E. All reports, information, data, and exhibits prepared or assembled by Construction Management 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 Construction Management Professional shall not make any of these documents or information available to any individual or organization not employed by the Construction Management Professional or the City without the written consent of the City before any such release.

7. Employment of Other Construction Management Professionals, Specialists or Experts.

A. Construction Management 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. Construction Management 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 Construction Management Professional or under Construction Management Professional's supervision, and all personnel engaged in the work shall be qualified to perform such services.

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

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

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

F. Construction Management Professional will not utilize subconsultants other than those listed in Exhibit D without advance written notice to the City. Construction Management 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. Construction Management Professional understands that its professional responsibility is solely to City. Construction Management 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. Construction Management 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 Construction Management Professional discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Construction Management Professional shall promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

B. Construction Management 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 Construction Management Professional's Services hereunder. Construction Management 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 contract.

C. Construction Management Professional is not a designated employee within the meaning of the Political Reform Act because Construction Management 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 Construction Management Professional or otherwise in the event of any default or breach of the City, or for any amount which may become due to Construction Management 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), Construction Management Professional shall defend (with legal counsel reasonably acceptable to the City) indemnify and hold harmless the 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 Construction Management Professional or its sub-Professionals), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, 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 Construction Management Professional, any sub-Professional, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

B. Neither termination of this Agreement nor completion of the Services shall release Construction Management 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. Construction Management 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 Construction Management Professional in the performance of this Agreement. If Construction Management Professional fails to obtain such indemnity obligations from others as required, Construction Management 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 Construction Management Professional and shall survive the termination of this Agreement or this section.

D. Construction Management Professional's compliance with the insurance requirements does not relieve Construction Management 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. Construction Management Professional Not an Agent of City. Construction Management 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 Construction Management Professional, in the performance of the work and services agreed to be performed by Construction Management 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, Construction Management Professional shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Construction Management Professional hereby expressly waives any claim it may have to any such rights.

14. Compliance with Laws.

A. General. Construction Management 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. Any corrections to Construction Management Professional's reports or other Documents (as defined in Section 6) that become necessary as a result of Construction Management Professional's failure to comply with these requirements shall be made at the Construction Management Professional's expense.

B. Updates. Should Construction Management Professional become aware that the requirements referenced in subparagraph A above change after the date of a report or other Document is prepared, Construction Management Professional shall be responsible for notifying City of such change in requirements. Construction Management Professional will bring the Documents into conformance with the newly issued requirements at the written direction of



City. Construction Management Professional's costs for providing services pursuant to this paragraph shall be submitted to City as Additional Services.

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

D. Documents Stamped. Construction Management 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 Construction Management Professional's Documents when required by prevailing law, usual and customary professional practice, or by any governmental agency having jurisdiction over matters related to the Services. Construction Management Professional will stamp other documents as noted in the Scope of Work. The City will not be charged an additional fee to have such documents stamped.

E. Workers' Compensation. Construction Management 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 Construction Management Professional certifies that it will comply with such provisions before commencing performance of this Agreement.

F. Prevailing Wage. Construction Management Professional and Construction Management 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 the City Clerk's office.

G. Injury and Illness Prevention Program. Construction Management 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. The City is not responsible or liable for Construction Management Professional's failure to comply with any and all of said requirements.

15. Nonexclusive Agreement. Construction Management 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 Construction Management Professional as the City desires.

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

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

18. Assignment Prohibited. Construction Management 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 Construction Management 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, Construction Management Professional shall be in default.

B. If Construction Management 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 Construction Management 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 Construction Management Professional under this Agreement; and/or (2) terminate Construction Management 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 Construction Management Professional, whether located at Construction Management 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, Construction Management 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 Construction Management Professional. In the event of termination without cause, Construction Management 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 Construction Management Professional, as approved by City. The amount of any payment made to Construction Management Professional prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Construction Management 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 20 and Construction Management Professional shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

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 Construction Management Professional to perform any provision of this Agreement. Construction Management Professional will be paid for satisfactory Services performed through the date of temporary suspension. In the event that Construction Management Professional's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Construction Management Professional's reasonable control, Construction Management 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 Construction Management Professional and supersedes any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may only be amended or extended from time to time by written agreement of the parties hereto.

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

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

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

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

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

If to City: City Engineer  
City of Rohnert Park -City Hall  
600 Enterprise Drive  
Rohnert Park , CA 94928

If to Construction Management Professional:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. Construction Management Professional's Books and Records.

A. Construction Management 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 Construction Management Professional.

B. Construction Management 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 Construction Management 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 Construction Management Professional, Construction Management Professional's representatives, or Construction Management 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. Construction Management Professional is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Construction Management 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. Construction Management 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. Construction Management 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. Construction Management 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 Construction Management 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, Construction Management 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 Construction Management 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:

Exhibit A: Scope of Work and Schedule of Performance

Exhibit B: Compensation

Exhibit C: Insurance Requirements to Construction Management Professional Services Agreement

Exhibit D: Key Personnel and Other Consultants, Specialists or Experts Employed by Construction Management Professional

Exhibit E: Construction Management 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 Construction Management 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, Construction Management Professional hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Construction Management Professional is obligated, which breach would have a material effect hereon.

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

CITY OF ROHNERT PARK

VALI COOPER & ASSOCIATES, INC

By: \_\_\_\_\_  
City Manager

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

Date: \_\_\_\_\_  
Per Resolution No. 20\_\_ - \_\_ adopted by the Rohnert Park  
City Council at its meeting of 4-28-15

Date: \_\_\_\_\_

VALI COOPER & ASSOCIATES, INC

APPROVED AS TO FORM:

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

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

ATTEST:

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



## APPROACH – BENICIA POOL RENOVATION

---

*As noted in the City's Request for Proposals (RFP), the project referenced above was cited as a specific project requiring a separate proposal which is outlined in the information that follows:*

### Project Understanding

The City of Rohnert Park has identified renovation and improvements to the Benicia Pool as a high priority project with a goal of performing the work this off-season within 80 calendar days. The design team of Arch Pac Aquatics was hired for the design work and project cost estimate. On March 11, 2015, six bids were received by the City for the Benicia Pool Renovation Project.

The renovation and improvement work will involve:

- removal and replacement of existing plaster and tile to expose the existing pool shell
- removal and replacement of any rusted or deteriorated pool shell
- removal and reconfiguration of pool entry steps
- repair of any concrete cracking
- removal and replacement of main drains with VGB complaint drains, wall return inlets, skimmers
- removal and replacement of various pool hardware
- provide new ADA access lift
- renovation of the pool deck
- removal and replacement of underwater LED lights
- provide new VFDs in mechanical room
- removal and replacement of various piping, conduit and wiring
- relocation of CO2 system into mechanical room
- relocation of acid storage into storage closet adjacent to mechanical room
- construction of enclosure around existing water heater
- construction of ADA accessible family changing room
- removal and replacement of rotted roof beam
- renovation of men's and women's restrooms
- removal of solar panels at existing bathhouse
- removal and replacement of waterproofing on the roof of the bathhouse
- provide new electrical panel in new family changing room
- removal and replacement of interior and exterior light fixtures
- provide exterior site lighting and poles
- painting of interior and exterior of restrooms, office and various equipment, mechanical and electrical work







- relocation and replacement of perimeter fencing
- provide additional planting and irrigation

As your construction manager on the Benicia Pool Renovation Project, VC&A recognizes the time constraints associated with this project, therefore, it is vital that we will be coordinating with the Contractor on all construction activities on the project site, while simultaneously keeping the City informed at all times of the project status. With the City's goal of having the pool operating by Summer 2015, and the likelihood of an aggressive contractor, our leadership on site will be essential so that all coordination functions seamlessly and challenges are all handled efficiently. To avoid any conflicts to scheduled activities, we will work closely with the Contractor to continuously provide updated information on scheduling, expectations and contingency plans. Up to date information will be provided to all stakeholders through regular coordination meetings to avoid any confusion and to ensure a smooth and successful start-up and project completion.

### Project Approach / Scope of Services

Our proposed work plan for providing the required construction management services including our management plan for the utilization of our highly talented and capable team. This work plan is based on lessons learned from past projects we've managed, and this specific City of Rohnert Park RFP. We will work with the City to carefully address and tailor our services to the City's specific needs. The unique qualifications and local experience of our team members will prove invaluable to the success of this project. Our proposed personnel's familiarity with the project stakeholders will minimize any learning curve during the project's construction phases. Ms. Mary Jo Bachini will provide the Resident Engineer services supported by Mr. Mike Peters, as the construction inspector.

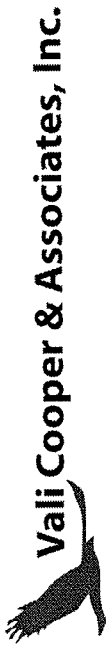
All work on this project will be performed in strict conformance with the 2013 Edition of California Building Code (CBC), 2013 California Administrative Code Title 24, Standard Specifications for Public Works Construction (Green book), 2013 Green Building Standards, 2013 ADA Standards and All California and Local Ordinances, Codes, Regulations and Other Requirements.

SERVICE	FUNCTION	BENEFIT	PERSONNEL ASSIGNED	DELIVERABLES
<b>TASK-1 PRECONSTRUCTION SERVICES</b>				
Pre-Bid. Review Process & Pre-bid Conference	Conduct Constructability Review of Plans and Specifications. Verify cost estimates and schedule. Identify potential change order and claims issues. Provide draft project schedule. Manage pre-bid conference to extent requested by the City. Coordinate bidder questions with designers.	RE develops early relationship with City and designer. Provides clarification for bidders to help reduce costs.	Mary Jo Bachini and Mike Peters	Constructability Review Comments, Draft Construction Schedule, Conduct pre-bid conference (if requested) with Agenda & Meeting minutes, Bid Documents, Q&A to bidder comments.

SERVICE	FUNCTION	BENEFIT	PERSONNEL ASSIGNED	DELIVERABLES
<b>TASK-1 PRECONSTRUCTION SERVICES</b>				
Pre-Construction Conference	Outline project specifics, inform contractor of project administration procedures.	Establish protocol and roles and responsibilities.	Mary Jo Bachini	Agenda Meeting Minutes
Management Information System (MIS)  Document Control	Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, materials test results, contracts, reports, O&M manuals, progress payments, and change orders, etc.	Better record keeping. Improved claim resolution capabilities. Federal Reimbursement of Funds.	Bonnie Holt	Paper Files Digital Files Correspondence Logs
<b>TASK 2 - CONSTRUCTION SERVICES</b>				
Resident Engineering (part-time as needed)	Manage the project and enforce in accordance with the Contract Plans and Special Provisions. Review and coordinate technical submittals and RFI's as needed by City.	Project is administered and constructed properly. Minimizes City exposure and cost, and schedule delays.	Mary Jo Bachini (part-time as needed)	Successful project delivery
Materials Testing	Schedule and manage sub-consultant materials lab. Coordinate timely testing and reporting.	Provides timely testing and day to day coordination with contractor's progress to prevent delays.	Mary Jo Bachini, Mike Peters, and RGH	Testing Reports Materials are provided and placed in accordance to Contract Documents and City QAP.
Issues Management	Analyze issues, seek appropriate advice, and give recommendations.	Provides solutions to actual conditions found in field. Minimizes delays.	Mary Jo Bachini	Design Clarifications Contract Change Orders
Schedule	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule.	Better project coordination. Fewer delays. Fewer time related	Mary Jo Bachini	Weekly Reports Schedule Reports Recommendations

SERVICE	FUNCTION	BENEFIT	PERSONNEL ASSIGNED	DELIVERABLES
	Work with project team to correct noncompliance with schedule.	disputes.		ns "As-built" Schedule and construction photos/videos
Cost Control	Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.	Effective use of funds. Early warning of potential funding problems.	Mary Jo Bachini	Budget Reports Cost Estimate Reviews
Change Orders	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.	Change orders reflect fair price for added or deleted work.	Mary Jo Bachini	Independent Cost Estimates Change Orders Ready for Execution Change Order Summary Reports
Potential Claims/ Dispute Resolution	Identify potential claims issues. Review claims for merit, documentation, and make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.	Disputes are avoided or resolved quickly reducing cost.	Mary Jo Bachini	Dispute Avoidance Procedures Recommendations
Quality Control/ Inspection	Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product.	Completed project meets expectations for quality and functionality.	Mary Jo Bachini and Mike Peters	Photography and Video tapes Project Files Daily Inspection Reports
Progress Payments	Review contractor's payment requests. Verify contractor pay items. Prepare payment documentation for execution.	Ensures accuracy of quantities and payment. Controls project cost.	Mary Jo Bachini and Mike Peters	Progress Payment Vouchers Daily Inspection Reports Quantity

SERVICE	FUNCTION	BENEFIT	PERSONNEL ASSIGNED	DELIVERABLES
				Calculation Sheets Correspondence
Monthly Status Reports	Prepare monthly reports highlighting project progress, CCOs, cost issues, and schedule.	Keeps parties informed on project status.	Mary Jo Bachini	Monthly Report
Site Safety	Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify District of contractor refuses to rectify unsafe condition. Investigate accidents.	Jobsite is safer. Avoids litigation.	The Entire VC&A Team	Accident Reports Monthly Reports
<b>TASK 3 - CLOSEOUT SERVICES</b>				
"As-Built" Drawings	Collect, review, and transmit contractor's data to engineer.	Changes are incorporated into record drawings.	Mary Jo Bachini and Mike Peters	Data for Record Drawings
Final Walkthrough	Make final inspections. Prepare punchlist. Verify that required certificates of compliance and as-built drawings have been delivered.	Project is completed according to contract documents. All paperwork required of contractor is delivered.	Mary Jo Bachini and Mike Peters	Punchlist
Project Completion Report/Final Payment	Process final progress payment to contractor. File Notice of Completion. Prepare final report. Deliver project records to the District. Prepare reports in accordance to Local Assistance Manual.	Paperwork is completed. Audit trail is completed. Ensures Federal reimbursement.	Mary Jo Bachini	Final Progress Payment Notice of Completion Final Report



# Staffing Plan & Cost Proposal for Construction Management Services

for the  
City of Rohnert Park: Benicia Pool Renovation

March 20, 2015

TASK	STAFF	ROLE	Apr	May	Jun	Jul	Aug	Total Hours	Hourly Rate	Cost
<b>1 - Pre-Construction Phase</b>										
	Rany Chek, PE, QSD	Principal in Charge						0	\$196	\$0
	Mary Jo Bachini, PE	Resident Engineer						0	\$126	\$0
	Mike Peters	Construction Inspector						0	\$150	\$0
	Bonnie Holt	Office Technician						0	\$72	\$0
<b>2 - Construction Phase</b>										
	Rany Chek	Principal in Charge	2	2	2	2		6	\$196	\$1,175
	Mary Jo Bachini, PE	Resident Engineer	20	20	20	20		60	\$126	\$7,572
	Mike Peters	Construction Inspector	168	168	168	168		504	\$150	\$75,539
	Bonnie Holt	Office Technician	30	30	30	30		90	\$72	\$6,507
<b>3 - Post-Construction/Close Out Phase</b>										
	Rany Chek	Principal in Charge					2	2	\$196	\$392
	Mary Jo Bachini, PE	Resident Engineer					16	16	\$126	\$2,019
	Mike Peters	Construction Inspector					16	16	\$150	\$2,398
	Bonnie Holt	Office Technician						0	\$72	\$0
<b>4 - Sub-Consultants/Overtime/Other Services</b>										
		Inspector-Overtime						as-needed		
	RGH	Materials Testing								\$5,000
<b>Subcontractor Mark-up (5%)</b>										
<b>TOTAL</b>										<b>\$100,852</b>

## Notes:

- All rates include base pay, fringe benefits, actual audited overhead, fee and basic field equipment including vehicles, cell phones, laptop, safety gear and hand tools.
- All hours are billed in conformance to the current California Department of Industrial Relations (DIR) Labor Code and Prevailing Wage requirements.
- Client will be billed only for hours worked.
- Proposal is based on current RFP estimated duration of 1 year (12 months) and assumes no delays to construction or contract time extension due to CCO's.
- This cost proposal is valid for one year from date of submission.
- VC&A is willing to work with City of Rohnert Park regarding level of staffing to meet budget requirements.

## EXHIBIT C

### Insurance Requirements to Agreement For Construction Management Professional Services Vali Cooper & Associates, Inc

Construction Management 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. Construction Management Professional will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Construction Management Professional agrees to amend, supplement or endorse the existing coverage to do so. Construction Management 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 Construction Management 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 Construction Management Professional or its employees will use personal autos in any way in connection with performance of the Services, Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional. Construction Management Professional and City agree to the following with respect to insurance provided by Construction Management Professional:

A. Construction Management 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. Construction Management 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 Construction Management Professional, or Construction Management Professional's employees, or agents, from waiving the right of subrogation prior to a loss. Construction Management 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 Construction Management 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. Construction Management 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 Construction Management 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. Construction Management 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 Construction Management 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. Construction Management Professional agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Construction Management Professional, provide the same minimum insurance coverage required of Construction Management Professional; provided, however that only subconsultants performing professional services will be required to provide professional liability insurance. Construction Management 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. Construction Management Professional agrees that upon request, all agreements with subcontractors and others engaged in the Services will be submitted to City for review.

K. Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional ninety (90) days advance written notice of such change. If such change results in additional cost to the Construction Management Professional, and the City requires Construction Management Professional to obtain the additional coverage, the City will pay Construction Management 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. Construction Management Professional acknowledges and agrees that any actual or alleged failure on the part of City to inform Construction Management 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. Construction Management 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 Construction Management Professional is unable to do so, Construction Management Professional will notify City at least thirty days prior to the cancellation or expiration of the policy or policies.

P. Construction Management 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 Construction Management 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 Construction Management Professional under this agreement. Construction Management 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. Construction Management Professional agrees to be responsible for ensuring that no contract entered into by Construction Management 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. Construction Management Professional agrees to provide immediate notice to City of any claim or loss against Construction Management 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.

# CERTIFICATE OF INSURANCE

## CITY OF ROHNERT PARK (the "City")

ISSUE DATE MM/DD/YY

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES

**BEST'S  
RATING**

COMPANY  
LETTER **A** \_\_\_\_\_

COMPANY  
LETTER **B** \_\_\_\_\_

COMPANY  
LETTER **C** \_\_\_\_\_

COMPANY  
LETTER **D** \_\_\_\_\_

COMPANY  
LETTER **E** \_\_\_\_\_

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
					EACH OCCURRENCE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
					STATUTORY	
	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

### THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
- The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on the property insurance policies described above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- The workers' compensation insurer named above, if any, agrees to waive all rights to subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

**CERTIFICATE HOLDER/ADDITIONAL INSURED**  
**CITY OF ROHNERT PARK**  
**130 AVRAM AVENUE**  
**ROHNERT PARK, CA 94928**

### AUTHORIZED REPRESENTATIVE

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE NO. \_\_\_\_\_

Rev. 11/08

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY****ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Organization:

The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are named as additional insured.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" performed for that insured.

**Modifications to ISO for CG 20 10 11 85**

1. The insured scheduled above includes the insured's elected or appointed officers, officials, employees, agents and volunteers.
2. This insurance must be primary as respects the insured shown in the schedule above, or if excess, must stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above must be in excess of this insurance and must not be called upon to contribute with it.
3. The insurance afforded by this policy must not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)



<b>SUBMIT IN DUPLICATE</b>			
<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF ROHNERT PARK</u> (the "City")</b>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER    Telephone _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____	
NAMED INSURED		OTHER PROVISIONS	
<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____		<b>EMPLOYERS LIABILITY LIMITS</b> \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)	
<p>In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> <li>1. CANCELLATION NOTICE. This insurance must not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>2. WAIVER OF SUBROGATION. This insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.</li> </ol> <p>Except as stated above nothing herein must be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
<b>ENDORSEMENT HOLDER</b>			
CITY   <div style="text-align: center;"> <b>CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928</b> </div>		AUTHORIZED <input checked="" type="checkbox"/> Broker/Agent <input checked="" type="checkbox"/> Underwriter <input checked="" type="checkbox"/> _____ REPRESENTATIVE  I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  Signature _____ <div style="text-align: center;">(original signature required)</div>  Telephone: (    )                      Date signed: _____	

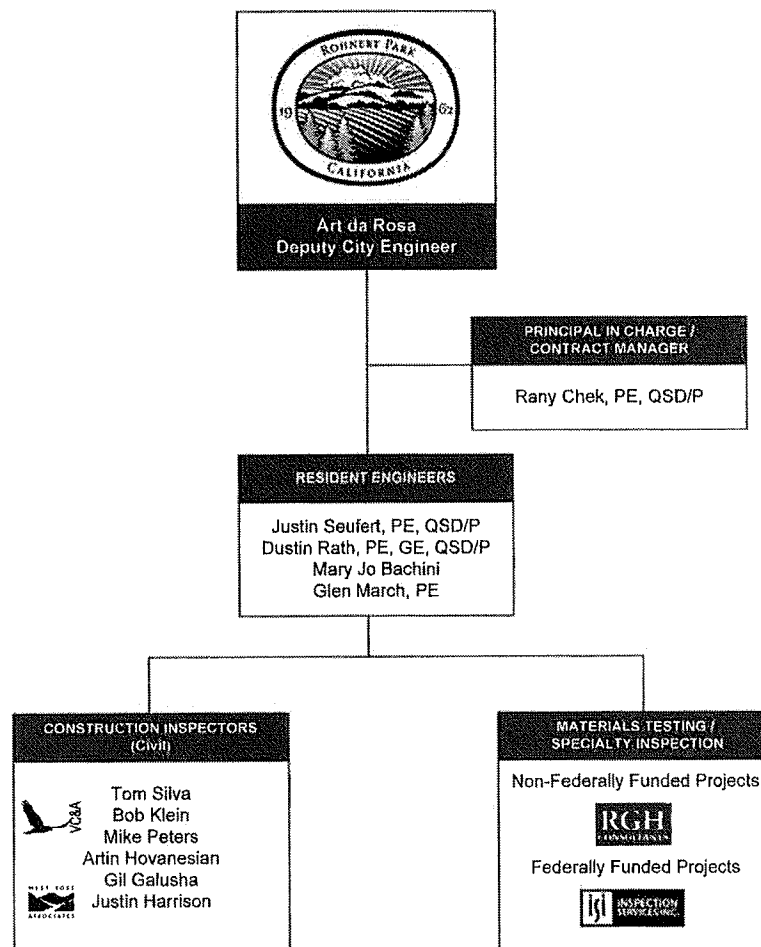
REV. 11/08



## KEY PERSONNEL

The City's Contract will require a construction management team that has worked successfully on similar projects, is technically knowledgeable, can integrate seamlessly with City staff, and has the right personalities and approach to proactively and sensitively address any concerns. Additionally, the team will need to be experienced in coordinating construction activities within the public right of way; working with aggressive construction schedules; and taking a proactive approach to identifying and managing potential issues before they impact the project schedule and cost. Our proposed team has that experience and capabilities and will work to protect the interests of the City at all times while delivering a successful project as has been the case in the past on all VC&A projects.

The Organization Chart that follows outlines the structure of our proposed team and the relationships as well as respective responsibilities of each individual. As a point of reference, this following chart lists all personnel currently available for assignment for this contract. Due to our depth of resources, other highly qualified individuals can be made available upon request as well.



### Commitment, Workload and Availability

The VC&A Team commits all resources necessary to support the City's needs throughout the duration of the contract. Rany Chek, PE, our Contract Manager, will ensure delivery of resources to the fullest extent necessary to make the City of Rohnert Park Program successful – especially when peak workload dictates additional time and

## **EXHIBIT E**

### **Construction Management 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 drawings shall be submitted full size (34" x 22" or equivalent) for review, unless otherwise requested by the City.