

RESOLUTION NO. 2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE MASTER SERVICE AGREEMENTS WITH BRELJE & RACE, W-TRANS, GREEN VALLEY CONSULTING ENGINEERS, CINQUINI & PASSARINO, INC., AND MOE ENGINEERING

WHEREAS; the City desires assistance from municipal engineering firms, design service firms, and specialty consulting firms; and

WHEREAS, staff hires consultants to supplement staffing, to provide replacement staffing, and to provide knowledge in areas where the staff require additional expertise; and

WHEREAS, there is a need to call on outside consultants to assist in various private and public projects for design, construction management, consulting, and other services as needed; and

WHEREAS, the City has a need to update Master Agreements set up with Brelje & Race Consulting Civil Engineers, W-Trans, and Green Valley Consulting Engineers which expire on December 31, 2016; and

WHEREAS, the City has a need to establish Master Agreements with Moe Engineering and Cinquini & Passarino, Inc; and

WHEREAS, specific assignments under these Master Agreements will be awarded consistent with the City's purchasing policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that the Master Services Agreement included as Attachment A is approved, subject to minor revisions by the City Manager or City Attorney.

BE IT FURTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize the City Manager to execute an updated master agreement by and between Brelje & Race Consulting Civil Engineers, a California Corporation, and the City of Rohnert Park, a municipal corporation, for various private and public projects for design, construction management, consulting, and other services as needed.

BE IT FURTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize the City Manager to execute an updated master agreement by and between W-Trans, a California Corporation, and the City of Rohnert Park, a municipal corporation, for various private and public projects for design, construction management, consulting, and other services as needed.

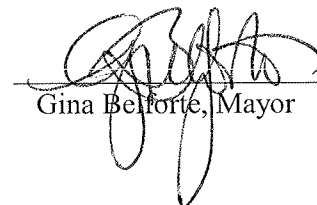
BE IT FURTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize the City Manager to execute an updated master agreement by and between Green Valley Consulting Engineers, a California Corporation, and the City of Rohnert Park, a municipal corporation, for various private and public projects for design, construction management, consulting, and other services as needed.

BE IT FURTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize the City Manager to execute a new master agreement by and between Cinquini & Passarino, Inc., a California Corporation, and the City of Rohnert Park, a municipal corporation, for various private and public projects for design, construction management, consulting, and other services as needed.

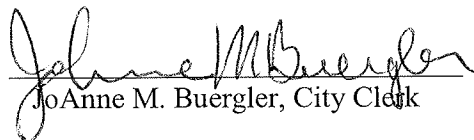
BE IT FURTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize the City Manager to execute a new master agreement by and between Moe Engineering, a California Corporation, and the City of Rohnert Park, a municipal corporation, for various private and public projects for design, construction management, consulting, and other services as needed.

DULY AND REGULARLY ADOPTED this 23rd day of February, 2016.

CITY OF ROHNERT PARK


Gina Belforte, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

Attachment: "Attachment A"

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

Attachment A

MASTER AGREEMENT FOR CONSULTANT SERVICES

This MASTER AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is entered into as of the <<day>> day of <<month>>, 20<<last two digits of year>>, by and between the City of Rohnert Park (“**City**”), a California municipal corporation, and << Name of Consultant>> (“**Consultant**”), a <<type of entity>> with reference to the following facts, understandings and intentions.

Recitals

WHEREAS, City desires to obtain << type of services.>>; and

WHEREAS, Consultant hereby warrants to City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement, subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination. Authorized representatives shall represent City and Consultant in all matters pertaining to this Agreement.

A. City. The City Manager or his/her designee shall represent City for all purposes under this Agreement, except where approval for the City is specifically required by the City Council. The <<insert title of city staff>> is hereby designated as the project manager (“**Project Manager**”). The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant shall assign <<insert name of person Consultant is assigning to project>> to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as City may determine from time to time, Consultant shall perform the type of services generally set out in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall be assigned to provide particular services pursuant to the requirements of a task

order that has been issued in conformance with the City's Purchasing Policy ("Task Order") executed by Consultant and City.

B. Time of Performance. The services of Consultant 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. Consultant shall perform its services in accordance with the schedule attached to the Task Order. Any changes to these dates in either this Section 3 or the Task Order shall be approved in writing by the Project Manager.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be performed 1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; 2) in accordance with all applicable legal requirements; and 3) with the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise. Consultant shall correct, at its own expense, all errors made in the provision of services under this Agreement. In the event that Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules more particularly described in authorized Task Orders, in accordance with the terms and conditions included therein. However, in no event shall the amount City pays to Consultant exceed forty-five thousand Dollars (\$45,000) City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's compliance with the terms and conditions of this Agreement and any amendments thereto. 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. City shall pay Consultant as compensation in full for such services and expenses for the different elements of the scope of work as follows:

B. Timing of Payment.

- (1) Consultant shall submit itemized monthly statements for work performed. All statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. Except as otherwise provided herein, City shall make payment, in full, within thirty (30) days after approval of the invoice by City.
- (2) Payments due and payable to Consultant 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 Consultant 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. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant 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.

D. Taxes. Consultant 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 Consultant.

E. No Overtime or Premium Pay. Consultant 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. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant 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. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Term. The term of this Agreement shall commence on the date of its execution by both parties and shall continue in full force and effect until December 31, 2019, unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, this Agreement may be extended for successive one-year term(s) upon mutual, written approval by the City Manager or his/her designee and Consultant. Work authorized by a separate Task Order as contemplated by this Agreement shall be performed in accordance with the schedule set forth in the Task Order.

6. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if

any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title, including the copyright and all intellectual property rights, to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared or obtained by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Consultant shall assume no responsibility for the unintended use by others of such final work products which are not related to the scope of the services described under this Agreement. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant 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.

9. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

- (1) Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- (2) will conduct research and arrive at conclusions with respect to its 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
- (3) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel.
(2 Cal. Code Regs. § 18700(a)(2).)

10. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to

Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

11. Indemnity.

A. Indemnification. To the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers (“**Indemnified Parties**”) from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs and expert witness fees) of any nature (“**Liability**”), whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties.

For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnified Parties from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

The only exception to Consultant’s responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents and employees.

B. Scope of Obligation. Consultant’s duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker’s compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Consultant waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of the Consultant arising out of or in connection with the Agreement or Consultant’s failure to comply with any of the terms of this Agreement.

Consultant’s duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall not be excused because of the Consultant’s inability to evaluate Liability, or because the

Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to the Consultant under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Consultant's acceptance of the tender.

12. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

B. Workers' Compensation. Consultant 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 Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) 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's office of the City Clerk.

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

E. Business Licenses. Except as otherwise allowed by City in its sole discretion, Consultant and all subconsultants shall have acquired, at Consultant's expense, a business license from the 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) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Consultant until such time as Consultant complies with this section.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for City.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant 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.

15. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent, which shall be in the City's sole discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, procure and maintain insurance that complies with the requirements set forth in Exhibit C to this Agreement, which is attached hereto and incorporated by reference. Consultant shall upon thirty (30) days' notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon five (5) days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant.

C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

18. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed prior to the date of suspension. During the period of suspension, Consultant shall not receive any payment for services or expenses incurred by Consultant by reason of such suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

20. 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.

21. 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

agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

25. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, religion, 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. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the services described in this Agreement.

28. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than Consultant.

29. Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right or remedy that such party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against the City arising from this Agreement, the Consultant must present a written claim to City in accordance with the Rohnert Park Municipal Code

30. 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.

31. 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

32. 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.

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

34. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

35. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

36. Statement of Economic Interest. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Rohnert Park disclosing Consultant and/or such other person's financial interests.

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

CITY OF ROHNERT PARK

CONSULTANT

By: _____
City Manager
Date: _____
Per Resolution No. 20__-__ adopted by the Rohnert Park
City Council at its meeting of <<Date of meeting>>.

By: _____
Title: _____
Date: _____

CONSULTANT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT C

INSURANCE REQUIREMENTS for Consultant Services Agreement

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance: {NOTE: verify minimum limits for G.L. & Auto coverage with Risk Manager}

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact 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 less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

{NOTE: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees}

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

{NOTE: If the required limits for general liability and auto are \$2 million or less and the required limit for employer's liability is \$1 million or less, the following paragraph may be omitted.}

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 \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" 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 the 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 Consultant, subconsultants or others involved in the Work. 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.

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 consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this

Exhibit C

agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant 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 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant 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.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected 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.
4. All insurance coverage and limits provided by Contractor 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.
5. 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.
6. 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.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant 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.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant'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 has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant 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.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant 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.
11. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. Consultant 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, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant'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 Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
14. 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.
15. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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.
16. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Consultant 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 Consultant'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.
18. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. 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.
20. 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.
21. 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.
22. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional 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.
23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant 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 CONSULTANT

I HEREBY CERTIFY that I am the _____, and a duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

SCOPE OF SERVICES

Over the years, Brelje & Race has consistently demonstrated the ability to provide superior quality services. Specifically, our local staff has the expertise to take on and successfully complete any project involving the following:

Engineering Planning and Design Services

- Water
 - » Feasibility Studies
 - » Facilities Design
 - » Master Planning
 - » Hydraulic Modeling
- Wastewater
 - » Facilities Design
 - » Master Planning
 - » Sewer Modeling
 - » New, Replacement, and Retrofit Systems
- Recycled Water
- Biosolids/Residuals Management
- Site Drainage
- Flood Control
- Storm Water Pollution Prevention Plan (SWPPP)
- QSP Services During Construction
- Peer Review

Construction Management and Inspection Services

- Constructability Review
- Resident Engineering
- Construction Observation and Inspection
- Construction Administration
- Contract Bidding and Award Assistance
- Record Drawing Preparation

Environmental Permitting and Planning Services

- CEQA/NEPA Compliance
- Project Permitting and Entitlement Process
- Climate Adaptation Planning

Land Surveying

- Topographical Mapping
- Boundary Surveying and Monumentation
- Easement and Right-of-Ways Analysis
- Construction Staking

Computer Aided Drafting (CAD) Services

- Design Drawings
- Tentative and Final Maps
- Facilities and Geographic Information Systems (GIS) Mapping
- Exhibits



EXHIBIT B
SERVICES RATE SCHEDULE
EFFECTIVE MARCH 1, 2016

PROFESSIONAL SERVICES

Senior Principal.....	\$195.00/hour
Associate Principal.....	170.00/hour
Associate.....	155.00/hour
Senior Engineer.....	155.00/hour
Engineer.....	140.00/hour
Engineering Technician.....	120.00/hour
Senior Planner.....	140.00/hour
Planner.....	110.00/hour
Senior Surveyor.....	140.00/hour
Surveyor.....	125.00/hour
Survey Technician.....	115.00/hour
CAD Technician.....	115.00/hour
Construction Engineer.....	135.00/hour
Construction Technician 2.....	120.00/hour
Construction Technician 1.....	100.00/hour
Technical Writer.....	90.00/hour

EXPERT WITNESS & MEDIATION SERVICES \$350.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$175.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$230.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$285.00/hour

CLERICAL SERVICES \$70.00/hour

OUTSIDE CONSULTANTS Cost + 10% Handling Charge

OUTSIDE PLOTTING AND REPRODUCTION Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.

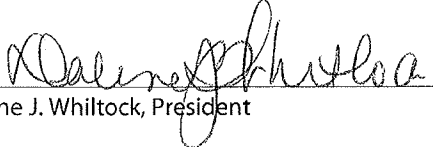
Attachment 4



Exhibit A: Scope of Work and Schedule of Performance

1. Neighborhood Traffic Control/Neighborhood Traffic Studies – As issues relative to neighborhood traffic arise, assistance with the appropriate analysis and reporting will be provided.
2. Collision Records and Analysis – W-Trans could review collision records and monitor locations that have had high collision experience on an as-needed basis, including field reviews and recommendations for potential measures to address safety concerns.
3. Traffic Counts – W-Trans crews would be available to perform turning movement counts as needed for analyses. The cost for this type of work is highly dependent upon the number of locations and would normally be part of some other type of analysis such as speed surveys, neighborhood issues, etc. If a large amount of data is required, it is suggested that an outside firm specializing in data collection be used.
4. Traffic Control Device Inventories – We could assist in the development and data collection for an inventory of traffic control devices such as stop signs, speed limit, and other regulatory and warning signs.
5. Traffic Control Device Warrants – Warrants could be prepared relative to the need for new or changed right-of-way controls as requested.
6. Preparation of Striping and Signing Plans – Plans and associated specifications and cost estimates will be prepared for minor signing and striping changes.
7. Pedestrian Safety/School Area Safety – As the need arises, Safe Route to School plans or other pedestrian safety issues would be evaluated.
8. Traffic Control Plan Review – Traffic control plans submitted by contractors could be reviewed to ensure compliance with City standards.
9. Grants and Funding Opportunity Applications – W-Trans will assist City staff in preparing competitive applications for transportation grants and other funding opportunities.

The period of performance shall be in accordance with the dates specified in each task order. We will work with staff to establish a schedule that meets the needs of the City while also being realistic in terms of our workload at the time any new task is initiated.


Dalene J. Whiltock, President

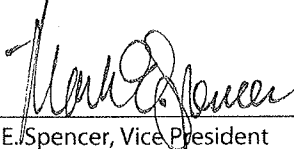

Mark E. Spencer, Vice President



Exhibit B: Fee Schedule

2016 Staff Billing Rates

Position	Billing Rate (per hour)
Principal	\$200 – \$240
Associate Principal	\$180 – \$200
Senior Engineer/Planner	\$160 – \$180
Engineer/Planner	\$125 – \$145
Associate Engineer/Planner	\$110 – \$125
Assistant Engineer/Planner	\$90 – \$110
Technician/Administrative	\$85 – \$90
Intern	\$30 – \$80
Field Technician	\$20 – \$40

2016 Expense Charges

Item	Charge
Mileage	\$0.59/mile*
Services and Expenses	10% surcharge

These rates are valid for work initiated prior to December 31, 2016. Work initiated after January 1, 2017, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.54 for January through June 2016) plus 10 percent, rounded to the nearest cent.

A handwritten signature in cursive script, appearing to read 'Dalene J. Whiltock', written over a horizontal line.

Dalene J. Whiltock, President

A handwritten signature in cursive script, appearing to read 'Mark E. Spencer', written over a horizontal line.

Mark E. Spencer, Vice President

Attachment 5

Exhibit A – Scope of Services

SCOPE OF SERVICES FOR THE CITY OF ROHNERT PARK

As specifically authorized by separate Task Order, Design Professional may perform the following services:

APPROACH & SCOPE OF SERVICES

The City of Rohnert Park is seeking to retain professional and technical consultants to provide as-needed specialized municipal engineering, plan checking, surveying, and construction services in a broad area of technical disciplines to augment staff on simple and complex assignments. The City desires Consultants to provide services such as review of current development projects, preparation of plans and specifications for capital improvement projects, contract administration, construction management and inspection, administrative services and other professional services as authorized. The contract for these services will be established for a period not to exceed five years at a cost not to exceed \$45,000.

Green Valley is capable of providing the following services for the City of Rohnert Park:

I. Administrative Duties

- Preparation of written council reports, attend meetings and present information to the City Council or Planning Commission.
- Analyze the City's needs and prepare and administer long and short-range capital improvement programs consistent with the economic capabilities of the City.
- Attend staff level meetings with City staff, public officials, community leaders, developers, contractors and the general public.
- Review and provide written comments on land development matters.
- Provide technical advice to City personnel related to all matters of municipal engineering, including but not limited to civil, transportation, traffic, soils, and structural engineering.
- Establish working relationships and coordination with other public agencies, the public and utility companies involving public works, municipal engineering, and landscape matters.

II. Construction Management & Inspection Services

- Receive and process requests for inspection services
- Provide construction and maintenance observations associated with work performed within City limits. Check engineering plans and specifications and provide construction management, administration, and observation for City projects designed by others.
- Provide construction contract administration, encroachment application, sidewalk permits and other miscellaneous inspection as directed by City.

III. Municipal Engineering & Capital Projects

- Prepare plans, specifications and estimates for City projects.
- Administer City projects, including but not limited to traffic, pavement, buildings, tenant improvement, recreational parks, storm drain and utility projects.
- Provide special reports regarding such matters as capital improvements, construction materials, and maintenance.
- Process plans and specifications through other agencies for review and approval in connection with special funding programs and permit requirements. Provide all necessary bidding and construction management and inspection services.

IV. Land Use, Surveying, and Development Review

- Review, check and provide written recommendations on land use applications to the City Engineer.
- Review tentative and final maps and other proposed development submittals and provide recommendations as to public works, municipal engineering, and landscape matters.

- Check all improvement plans for public works, municipal engineering, and landscape improvements under the jurisdiction of the City.
- Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of development review. Prepare the needed documentation for agreements and covenants related to subdivision requirements.
- Provide field inspection as a City agent during the construction of such improvements by private developers and, at the proper time, recommend notices of completion and acceptance of work.
- Provide such necessary and related functions as are the normal practice of the City in the review of private developments.
- Provide land surveying expertise and expertise on legal matters related to surveying and real property.

Green Valley Objectives

Our objective for each of our projects is to support our client's visions in creating and enhancing their communities that lead to a better quality of life for its citizens. We want our client's projects to be a success in the eyes of the elected officials and community, which means we offer experienced project managers, exemplary service, and attention to details and budgets.

Our Approach & Process

Our initial task, once we receive the project scope from the City, will be to make a site visit with all team members, including any environmental representative, surveyor, engineer, and City representative. At this time we will document site conditions and any constraints that may impact permitting, possible right of way acquisition efforts, or design. The site will be photographed for future reference in the office.

Once a clear understanding of the project has been obtained, we will prepare a pre-design memorandum that identifies the following:

- Schedule from design through construction
- Permitting agencies that will be involved and the actual permits that will be required from them
- Environmental issues and proposed documentation that will be followed, i.e. Negative Declaration, Mitigated Negative Declaration, etc.
- Unique components associated with the design such as retaining walls or other structural components, landscaping, lighting, etc.
- Estimated construction costs

We will circulate the memo to team members and the City for comments and then commence with the design process.

To expedite the schedule, immediately following the site visit we will begin with any of the required topographic mapping and boundary surveys.

Environmental documentation will be undertaken after the pre-design memo has been approved.

Once the design limits have been established we will look at our resources to determine availability and will readjust work loads accordingly to ensure the project goals are met in a timely manner.

We recognize that many times for our clients, just as important as schedules and quality design is our client's budgets. This is where we feel that Green Valley excels over our competition. While we have the ability to bring in a national firm to perform services on a large, complicated project, such as a landslide repair adjacent to a major 4 lane road, we know that sometimes all that is needed is a quick report that will give us the necessary information to design a short piece of retaining wall.

The strength of our Project Management at Green Valley lies in the ability of the Principal – Liz Ellis – to actively own and manage projects as well as advocate for the project as a vested owner of the firm, who knows the lifelong value of a key client. We work as City Engineers and extensions of City staff for the City of Sebastopol and City of Santa Rosa, both assignments requiring sometimes instantaneous response and firm commitment to schedules.

We can produce multiple checklists and forms to show our intent to maintain schedules and budgets but feel the best way for the City of Rohnert Park to gain confidence in Green Valley is to call your peers, and to call Liz! She is available 24/7 to her clients and can be reached on her personal cell at 707-326-5620, home at 707-526-3223 or office.



Restoring Yesterday . . . Creating Tomorrow

municipal engineering
civil engineering
construction management
land surveying

FEE SCHEDULE

GREEN VALLEY CONSULTING ENGINEERS

Hourly Rates (Effective July 2015)

Principal	\$220
Project Manager	\$150-\$220
Project Engineer	\$135-\$200
Staff Engineer	\$125-\$165
Survey Crew	\$190-\$215
Professional Land Surveyor	\$140
Construction Manager	\$135-\$185
Construction Inspector	\$115-\$150
Construction Inspector II Overtime	\$160
Construction Inspector II Night	\$165
Prevailing Wage Overtime	\$160
Prevailing Wage Double Overtime	\$190
Prevailing Wage Night	\$165
Prevailing Wage Night OT	\$190
Prevailing Wage Night OT Double	\$210
Field Personnel	\$95-\$125
CAD Technician	\$115-\$145
Administration/Word Processing	\$70-\$85

Employee time will be billed in accordance with the fees listed above. For non-professional employees, time spent over 8 hours per day, time spent on evening or night shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Time spent in excess of 12 hours a day or work performed on Sundays or holidays will be charged at 2.0 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Use of Company-Owned Equipment and Specialized Supplies

The cost of using company-owned equipment and specialized supplies is included in the hourly rates billed to our projects.

Miscellaneous External Expenditures

Miscellaneous external expenditures, such as those costs associated with blueprints, and reproduction of originals will be billed at the actual cost plus 15%. Subconsultant charges will be billed at cost plus 10%. Mileage will be charged at current IRS allowed rate.

Construction Inspection and Construction Management Vehicle Rates

Hourly Rate (up to 8 hours)	\$10.00/hour
Daily Rate (8 or more hours)	\$80.00/day to \$100.00/day

Attachment 6

Exhibit A

Scope of Work and Schedule of Performance

City-wide Land Surveying and Mapping Services

A. General

The scope of work for this contract will vary as need arises and will be at the discretion of the City. Provide surveying services for various projects at the request of City Staff to the Consultant. Survey requests may be, but not limited to, topographic surveys, construction staking, property line surveys, easement surveys, elevation surveys, manhole invert surveys and other services as needed. Survey data may be provided directly to City Staff or to a separate design consultant. Construction staking requests may be needed within a 48-hour notification. Surveying may be needed in difficult terrain such as near creeks or within roadways. The main categories of work will include:

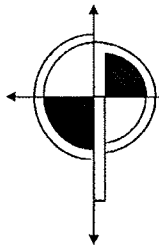
- Prepare traditional topographic surveys, terrestrial laser scans and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features of existing street segments, City-owned properties, or other facilities.
- Perform elevation surveys.
- Perform topographic or cross-sectional surveys of city-owned or maintained creeks, waterways, or other bodies of water, which may or may not have water present.
- Determine locations of property lines, boundaries, easements and rights-of-way
- Construction surveys (staking and layout) for improvement projects.
- Supplemental surveying to “ground-truth” or enhance previous survey data.
- Establish and adjust City-maintained benchmarks.
- Establish and monument City-owned street center lines.
- Perform research and survey work related to property divisions and mergers.
- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information
- Do all survey related and some engineering related computations and drawings using traditional methods and/or using computer methods currently available within the City.
- Prepare and interpret deeds and descriptions.
- Perform survey related reviews of development plans.
- Perform ProjectView™ related services for projects.

- Other survey or mapping related tasks as necessary.

Topographic surveying shall include collecting all necessary topographic features to create existing conditions base map and right-of-way cross sections at varying intervals (typically 25 to 100 feet). Topographic surveys shall include all necessary work to produce a topographic map, including horizontal and vertical locations of building corners and elevations, curb lines, pavement areas, drainage structures/facilities, manholes (including rim, invert and pipe material information), water meters, valves, sewer cleanouts, utility markings on the pavement, utility poles and guy wires, monuments and benchmarks, driveway and doorway locations, sidewalks, trees four (4) inches and larger in diameter, with their respective drip lines, retaining walls or decorative walls, fences, mail boxes, creek or channel thalweg, creek or channel floodplain terraces, benches and top of bank, and any other pertinent information that could apply to an associated project design. Where applicable, the existing right-of-way lines of record in the vicinity of the survey shall be shown on the topographic map.

The required scope of services also includes the following management tasks:

1. Project Management: Designate a Project Manager responsible for the overall services provided by the CONSULTANT. For each task order assigned, the Project Manager (or designee) shall provide a project schedule and provide updates which each invoice or when significant changes in the project scope or schedule occur. Prepare monthly progress reports describing the progress of the services, including task order completion status; expenditure of the budget; key issues to be resolved; and other important information.
2. Progress Meetings: Meet with City staff (in some case, other consultants, and outside Agency staff) at key points throughout the course of the contract and during specific task orders, to review and discuss the overall progress and other project management tasks. Progress meetings will typically include an initial kickoff meeting at the start of a specific task order of significant surveying and related services.



CINQUINI & PASSARINO INC.

LAND SURVEYING

▲ BOUNDARY ▲ TOPOGRAPHIC ▲ CONSTRUCTION ▲ SUBDIVISIONS

EXHIBIT "B"
HOURLY FEE SCHEDULE
FEBRUARY 1, 2016 to JUNE 30, 2017

OFFICE AND PROFESSIONAL

Professional Land Surveyor (4 HOUR MINIMUM) EXPERT WITNESS, DEPOSITIONS & CONSULTATIONS	\$400.00 per hour
Professional Land Surveyor LEGAL RESEARCH & COURT EXHIBITS	\$215.00 per hour
Principal Professional Land Surveyor	\$170.00 per hour
Senior Professional Land Surveyor	\$170.00 per hour
Professional Land Surveyor	\$145.00 per hour
Staff Surveyor	\$117.00-\$125.00 per hour
CAD Technician	\$110.00-\$120.00 per hour <i>(PLUS MATERIAL)</i>
Word Processing, Clerical and Deliveries	\$ 90.00 per hour

FIELD CREWS

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person Field Party	\$165.00 per hour
1 Person GPS Party	\$220.00 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	\$250.00 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	\$340.00 per hour
4 - Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 3 CHAINMEN OR CHAINMAN & 2 FLAGPERSONS.	\$390.00 per hour

SUPPLEMENTAL ITEMS

Outside Contract Work	Cost plus 15%
Overtime Work	1.3 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.5 x base crew rate
Travel Time for 2-Man Crew	\$110.00 per hour



2950 Montecito Avenue
Santa Rosa, CA 95404
(707) 544 - 6274 FAX (707) 544 - 9086

January 25, 2016

Vanessa Marin, PE, Senior Engineering Technician
City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928

Subject: Proposal for scope of services relating to Master Agreement with
City of Rohnert Park

Dear Vanessa Marin:

We are pleased to offer the following proposal for services relating to a Master Agreement for Consulting Services with the City of Rohnert Park. Pursuant to our communication, and review of the Master Agreement, we propose to provide the following services:

1. **Capital Improvement Projects:** budget cost estimating support, surveying, design, project management, construction management and inspection services for projects in the realm of \$500,000.00 and less. Including but not limited to project types, such as; annual pavement maintenance, traffic signal upgrades, public works maintenance projects, water, sewer & storm drain projects, grant funding application assistance.
2. **Engineering Development Review:** consisting of review of Planning Entitlement applications, Building Permits and Engineering Permits for consistency with local, state & federal codes, requirements and acceptable engineering practices.
3. **General Municipal Engineering support:** General staffing augmentation, Caltrans Local Programs assistance, general office processes and procedures development assistance, CAD mapping and database work for infrastructure planning & mapping.

All of these services will be performed on an as requested basis pursuant to task orders issued by the City.

If you have any questions or would like clarification of the proposed services, please feel free to call.

Thank you for the opportunity to provide this proposal for engineering services. I look forward to working with you in the future.

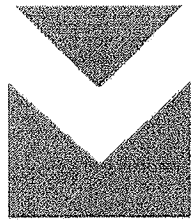
Sincerely,

A handwritten signature in black ink, appearing to read "John Moe", written in a cursive style.

John L. Moe, PE

Attachments: Insurance certificates and endorsements, Certificate of Consultant

EXHIBIT "B"



MOE
ENGINEERING, INC.

FEE SCHEDULE

Effective 2016

=====

Principal	\$180.00/hour
Senior Engineer	\$145.00/hour
Land Surveyor	\$145.00/hour
Assistant Engineer	\$135.00/hour
Engineering/Survey Technician	\$125.00/hour
Drafting Technician	\$110.00/hour
Field Survey Crew (2-person)	\$280.00/hour

All charges and fees including the cost of prints, copies, travel, telephone toll charges and other non-labor related expenses paid by this firm to others on behalf of the client shall be billed at the cost of the charge or fee plus 15% handling and accounting fee. All invoices are due within 30 days of the date of the invoice.

Initial