

RESOLUTION NO. 2016-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICES AGREEMENT WITH CHS CONSULTING GROUP FOR TRAFFIC ENGINEERING, DESIGN AND ANALYSIS SERVICES AS NEEDED

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 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, CHS Consulting Group has demonstrated expertise in the provision of consulting services including traffic engineering, design and analysis services; and

WHEREAS, CHS Consulting Group has demonstrated knowledge of the City's procedures as well as quality design signs; and

WHEREAS, the City wishes to establish a Master Services Agreement with CHS Consulting Group to ensure it has access to this expertise when the need arises; and

WHEREAS, specific assignments under this Master Services Agreement will be awarded consistent with the City's purchasing policy.

WHEREAS, assignments exceeding the amount that can be directed under the Master Services Agreement will be issued through Task Orders; and

WHEREAS, whether working under these Master Agreements or a Task Order, the services shall not commence without a written notice to proceed from the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that the Master Services Agreement, which is attached hereto, incorporated herein by reference and included as Attachment A, is hereby approved, subject to minor modifications 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 a Master Services Agreement by and between CHS Consulting Group, a California Corporation, and the City of Rohnert Park, a municipal corporation, for traffic engineering, design, analysis, consulting, and other services as needed.

DULY AND REGULARLY ADOPTED this 27th day of September, 2016.

CITY OF ROHNERT PARK


Gina Belforte, Mayor

ATTEST:


Caitlin Saldanha, Deputy City Clerk

Attachments: Attachment "A"

AHANOTU: Aye CALLINAN: Absent STAFFORD: Absent MACKENZIE: Aye BELFORTE: Aye
AYES: (3) NOES: (0) ABSENT: (2) ABSTAIN: (0)

MASTER AGREEMENT FOR CONSULTANT SERVICES

This MASTER AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is entered into as of the _____ of _____, _____, by and between the City of Rohnert Park ("City"), a California municipal corporation, and CHS Consulting Group ("Consultant"), a California Corporation, with reference to the following facts, understandings and intentions.

Recitals

WHEREAS, City desires to obtain services listed in Exhibit A; 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 Senior Engineering Technician 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 Frank Penry 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: (1) for services provided directly under this Agreement be at the rate and schedules more particularly described in Exhibit B, attached hereto and incorporated by this reference, or (2) for services authorized by Task Orders, be at the rate and schedules specified by said Task Order. However, in no event shall the amount City pays to Consultant for services provided directly under this Agreement exceed fifteen thousand dollars (\$15,000.00); nor shall the amount City pays to Consultant for work done by Task Order exceed the total compensation specified by the Task Order. 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

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.

22. Time of the Essence. Time is of the essence of this Agreement. Upon receipt of a written notice from City to proceed with work required by a Task Order, Consultant shall immediately commence work to perform the services required by that Task Order according to the time requirements set in the Task Order.

23. 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 below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City:

City Clerk
City of Rohnert Park - City Hall
130 Avram Avenue
Rohnert Park, CA 94928

Phone: 707-588-2225

Fax: 707-792-1876

Email: cityclerk@rpcity.org

If to Consultant:

24. Consultant's Books and Records.

A. Consultant 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 and 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.

B. 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 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

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

CONSULTANT

By: Christopher Shero
 Title: President
 Date: 8/19/2016

CONSULTANT

By: _____
 Title: _____
 Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance

Exhibit A

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EXHIBIT B
Compensation
[to be inserted]

Exhibit B

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:

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.

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.

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 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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

CONTACT NAME: Risk Strategies Company
PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No):
E-MAIL ADDRESS: syoung@risk-strategies.com

www.risk-strategies.com

CA DOI License No. 0F06675

INSURED
CHS Consulting Group
220 Montgomery St., Ste 346
San Francisco CA 94104

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Co. of CT	25682
INSURER B:	Hartford Insurance Co. of the Midwest	37478
INSURER C:	Continental Casualty Co.	20443
INSURER D:	Travelers Property Casualty Co. of America	25674
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 28230085

REVISION NUMBER:

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6806D39834A	9/15/2015	9/15/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6806D39834A	9/15/2015	9/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP0E078837	9/15/2015	9/15/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	<input checked="" type="checkbox"/>	72WECPI0806	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			MCH254037523	10/18/2015	10/18/2016	Per Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Master Agreement for Consultant Services.
City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are named as additional insureds and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the general liability and work comp policies - see attached endorsements. Umbrella Liability follows form to the general liability and employer's liability policies.
The non-owned and hired auto liability limit is subject to the general liability per occurrence limit.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2014/01)

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the President, and a duly authorized representative of the firm of CHS Consulting Group, whose address is 220 Montgomery St #346 SF CA 94104 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.

8/19/2016
Date

Chotteru Shao
Signature



Exhibit A & B to
Agreement

January 27, 2016

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

Our Ref: 15-XXXX

Re: Proposal for On-Call Traffic Engineering Services – Rohnert Park, California

Dear Vanessa:

CHS Consulting Group is excited with this opportunity to assist the City of Rohnert Park with Traffic Engineering Services for Various Traffic Concerns; we see this as a unique opportunity to illustrate the strength of CHS in a familiar setting. As you may be aware, I've provided On-Call Traffic Engineering Services to the City in the past, as well I've worked on a variety of the City's Capital Projects. While these services were provided under my previous employer, my familiarity with the City and experience collaborating with City staff, merchants, and residents remains; to ensure that the City is receiving the highest level of coordination and service. This proposal is based on my previous projects for the City, past experience on similarly projects, and our conversations on this assignment. Highlights of our tailored proposal are summarized below for your consideration:

- Our Project Manager will also serve as Senior Traffic Engineer to provide superior effectiveness,
- Our organizational structure is compact and in-house oriented to provide efficiency,
- Our team is familiar with City design and construction standards,
- Our technical expertise and tailored approach to each task will ensure value in our service,
- Our team has the capacity to perform the work in a timely manner and exceed your expectations,
- Our team has a solid project approach to improve safety and connectivity throughout the City,
- Our team has experience in addressing design challenges through innovative solutions, and
- Our proven ability to work effectively with City Staff over several years and projects.

CHS recognizes this opportunity as much more than traffic engineering services. Understanding that Rohnert Park is a unique place with very special attributes, CHS will approach each task with technical experience and local knowledge. CHS brings the City of Rohnert Park a highly reputable traffic engineering firm experienced and able to provide quality designs and exceptional service, on time and on budget - every time.

For this assignment I will serve as the Project Manager, and we have the ability to add staff and various services for traffic volumes and count surveys, as required. This scope includes scope language for various on-call traffic engineering services and a schedule our current rates. On-Call services are discussed within the scope as relating to general approach and responsiveness.

In addition to myself, CHS has various other staff members that have provided traffic engineering support to the City in the past. Tobin Bonnell, will serve as Project Engineer for this assignment. Tobin recently worked with City Staff on the Street Smart Project, and Snyder Lane Widening Improvements.



Project Understanding

As understood from our previous work, conversations and experience, we understand that the City of Rohnert Park seeks assistance with the traffic analysis, design, and engineering judgment for various concern areas around the City; potentially including the review plans, studies, analysis, and evaluation of circulation changes, written reports and presentations to various boards, councils, or citizen groups, and develop various traffic control schemes related to neighborhood or resident complaints. As part of the traffic engineering services, coordination between with the City and resident stakeholders is expected to address specific neighborhood, Council, or general public concerns; which may include pedestrian safety, cyclist facilities, roadway alignment, and travel speeds.

We understand specific traffic engineering tasks could include:

- Review of traffic control plans,
- Preparation of Traffic and Engineering Speed Surveys,
- Evaluate sight distance, and recommend mitigation measures,
- Recommend pedestrian or bicycle safety and circulation improvements,
- Recommend striping modifications to accommodate changes in circulation,
- Perform analytical tasks, including traffic data collection and data synthesis,
- Perform traffic engineering and capacity analysis of roadway networks,
- Prepare written reports, memorandums, and presentations of project findings, and
- Make professional presentations to boards, commissions, and the public.

These are services that CHS provides, or has provided in a number

Further, we understand that budgetary and time constraints should be considered in an effort to create fiscally responsive solutions to address citizen and safety concerns.

As a licensed Traffic Engineer, I have extensive experience in the preparation of rational and defensible Engineering & Traffic Surveys throughout California. From my previous work efforts for the City, I hope I've expressed my depth of technical traffic engineering analysis and design, and have proved I am capable of relating to these concepts to the public, or other non-technical stakeholders. Based on the above understanding of the assignments, we propose to provide the following professional engineering services:

Professional Engineering Services

- 1) **Coordination and Preparation of Engineering & Traffic Surveys** – CHS will coordinate, review, and prepare final Engineering & Traffic Surveys for the justification and posting of speed limits on those roadways required by the City, approximately 46 segments in total. Recommendations will be in conformance with the CA MUTCD and CVC (40802) and based on previous City provided speed surveys, traffic volumes, sight conditions, and collision data.

Meetings: Project Kick-off/Coordination Meeting

Deliverables: **Engineering & Traffic Surveys.** (Submitted electronically)

- 2) **On-Call Traffic Engineering Services** –

- a) **Project Start-Up, Management, and Coordination** – CHS will be available to schedule and attend initial or regular coordination meetings with the City staff, as needed.

Meetings: Project Start-Up Meeting, As Needed Coordination Meetings

Deliverables: Meeting Minutes and Monthly Progress Reports. (Submitted electronically)



- b) **Consultant Engineering Support, As-Needed** – CHS will coordinate with a City Staff for communication, review, and analysis, or a specific action, as needed. CHS staff will be timely and prepared for the coordination with Staff and or the Public, and be available for meetings and coordination with other divisions or departments. As with other On-Call scope development, there is no one specific scope for this effort, however CHS knows that communication and follow up is key success.
- c) **Timeliness and Responsiveness** – CHS is a traffic engineering and transportation planning consulting firm with professionals ready to serve the City of Rohnert Park. Because of this specific expertise we will be able to staff tasks or projects being considered in a timely manner. As part of this on-call services contract, our Project Manager will serve as the point of contact, review with the City the needed services, direct, and or delegate staffing to complete the project within the City's timeframe, and with fiscal accountability. Through our firsthand experience with the City, and other agencies, the following will allow us to respond to requests in a timely manner:
- (1) Knowledgeable/active single point of contact;
 - (2) Project Tracking Spreadsheet and Database;
 - (3) Flexible Services (invoicing tailored to City PM's, plan preparation methods, etc.).

Based upon feedback from our clients, our responsiveness and customer service has been a key benefit of our services. To that end, our commitment to the City on assignments from this contract includes the following proposed response times for typical activities and tasks:

<u>No.</u>	<u>Activity</u>	<u>Response Time</u>
1	Telephone Calls	1 Business Day
2	Emails	1 Business Day
3	Letters	1 Week
4	Requests for Information	2 Business Days

- d) **Tracking of Assignment** – CHS provides on-call services for several communities; as such we have established protocols for tracking resident concerns, development review, and specific project tasks.

Our general approach to tracking assignments and projects is to meet with staff on a regular basis, review project status', update a project status table, and establish/review priority of tasks. This approach ensures that we have a clear understanding of deliverables as well as schedules. We recognize that, while this approach may seem simple and straightforward, it can be difficult to implement. CHS will remain committed to being pro-active in reaching out to staff and will encourage clear and frequent communication between the City and CHS Staff.

Schedule of Work

CHS will begin work upon a signed Professional Services Agreement and receipt of the City's Notice to Proceed. Work schedules will be discussed with Staff at the time of individual requests for services.

Engineering Fee

CHS is pleased to propose the Engineering & Traffic Surveys for total amount not to exceed \$5,969. Services will be provided on a time-and-materials basis per the attached Fee Estimate.

As for the On-Call Traffic Engineering Services, CHS is pleased to provide services on a time-and-materials basis per our schedule of rates below or by a negotiated fee.



Consulting Group

Principal	-	\$300
Project Manager	-	\$200
Project Engineer	-	\$150
Assistant Engineer	-	\$110
Administrative	-	\$90

We welcome the opportunity to continue to work with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

CHS Consulting Group

Frank W. Henry, PE, TE, PTOE

Senior Traffic Engineer

707-595-3561

Enclosures

Cc: Chi-Hsin Shao, CHS Consulting Group.
Melissa Bachorek, CHS Consulting Group