CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH PSOMAS
AGREEMENT NUMBER _____

This "Agreement" is made as of this ____day of_____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Psomas, a California Corporation ("Consultant").

R E C I T A L S

A. City desires to provide Construction Management and Inspection Services for Llano Trunk-West Third Street, Brittain to Darla and Glenbrook Siphon Lining Project.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"), Exhibit B (“Construction Management Service Terms”), and Exhibit C (“All Inspector's General Duties”). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit D. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit D.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultantôs invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of four-hundred eighteen thousand, five-hundred ninety-four dollars and no cents **($418,594.00**). The Cityôs Chief Financial Officer is authorized to pay all proper claims from Charge Number **70802**.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of Cityôs rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the

insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:	Consultant Representative:
David Fradelizio, PE	Justin Seufert
69 Stony Circle	1660 Olympic Blvd., Suite 300
Santa Rosa, CA 95401	Walnut Creek, CA 94596
(707) 543-3862	(530) 966-7901

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties

hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their

respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultantôs performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than **December 31, 2021.**

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultantôs profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultantôs profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultantôs staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultantôs performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of

City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq*., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements**. The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:
__x__ yes ____ no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

(2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by

Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by

this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq*. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Psomas

TYPE OF BUSINESS ENTITY *(check one)*:
_____ Individual/Sole Proprietor
_____ Partnership
__X__ Corporation
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: Nick Tarditti

Print Name: Nick Tarditti

Title: CFO

By: Gary Skrel

Print Name: GARY SKREL

Title: VICE PRESIDENT

City of Santa Rosa Business Tax Cert. No.

06525311

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Office of the City Attorney

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B - Construction Management Services Terms
Exhibit C - All Inspector's General Duties
Exhibit D - Compensation

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	$ 1 million per occurrence $ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. **Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence**.
2.	Business auto coverage	$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $ 1 million per accident for bodily injury and property damage.
3.	Professional liability (E&O)	$ 1 million per claim $ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4.	Workersô compensation and employersô liability	$ 1 million	As required by the State of California, with Statutory Limits and Employersô Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workersô Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

   a. For any claims related to this project, Consultantôs insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultantôs insurance and shall not contribute with it; and,

   b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy**. General liability coverage can be provided in the form of an endorsement to Consultantôs insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above $10,000 must be approved by City. At Cityôs option, Consultant may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workersô Compensation Insurance exempt status.

5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PSOMAS

Balancing the Natural and Built Environment

January 31, 2020

Exhibit A - Scope of Services

Erich Rauber
City of Santa Rosa
Transportation and Public Works Department
69 Stony circle
Santa Rosa, CA 95401

Subject: Proposal to provide Construction Management and Construction Inspection Services for the following capital improvement projects:

- C02285 – Llano Trunk Lining Phase 2 – Brittain Ln. to Darla Dr.
- C00308 – La Paloma Ave/East Haven Dr/Rogers Wy Sewer and Water Main Replacement
- C02252 – Pavement Preventive Maintenance 2020

Dear Mr. Rauber,

The City of Santa Rosa (City) of Santa Rosa is seeking qualified professional consultants to provide construction management (CM) and inspection services to support the delivery of a variety of capital improvement projects during its busy 2020 construction season. We are submitting a proposal for three of the projects identified in the Request for Proposal (RFP): The Llano Trunk Lining Phase 2 Project to rehabilitate 3,800 feet of sewer pipeline using CIPP lining, the La Paloma Av/East Haven Dr/Rogers Wy Sewer and Water Main Replacement Project, and the Pavement Preventive Maintenance 2020 Project. Given our experience with these types of specialized projects, we are well positioned to assist the City successfully meet its construction goals in the following ways:

- Psomas brings 25 years of Bay Area CM experience successfully delivering projects that are similar in size, scope, and complexity to the City's Projects for Sonoma County, the Napa Sanitation District, Novato Sanitary District, Ross Valley Sanitary District, Vallejo Sanitation and Flood Control District, North Marin Water District, Marin Municipal Water District, and the City of Brentwood.
- Psomas has been a regional leader in providing CM services for transportation projects similar to the City's Pavement Preventive Maintenance 2020 Project. With a majority of our work performed for public agencies with State and/or Federal funding sources, and often within the Caltrans right-of-way, we know how to efficiently manage projects such as yours.
- Our experienced Team includes **Project Manager Justin Seufert, PE, QSD** who has led construction management teams on a wide variety of projects including water resources and transportation projects, for over 19 years. A committed resident of Sonoma County, Justin has dedicated his career to serving public clients in the North Bay. His knowledge of Caltrans and County standards coupled with his relationships with local utilities and agencies will be a key asset in the successful delivery of these Projects. Justin will work closely with **Principal and Regional Manager Gary Skrel, PE** who brings 40 years of construction industry experience, including 30 years working for Greater Bay Area clients.

1660 Olympic Boulevard
Suite 300
Walnut Creek, CA 94596

Tel 925.933.2300
www.Psomas.com

- Proximity to the City for meetings with Staff and to manage Projects is a principal factor in the success of any project. In addition to our Greater Bay Area regional office located in Walnut Creek, we currently have a field office in San Rafael.
- The following Proposal addresses the requirements of the RFP and the criteria for selection of a consultant and demonstrates why Psomas should be considered to provide construction management and inspection services. The success of our clients is our number one priority and we look forward to the opportunity to serve the City and help you achieve your capital improvement program goals.

Sincerely,
PSOMAS

Gary Skrel, PE
Principal and Regional Manager
1660 Olympic Boulevard
Suite 300
Walnut Creek, CA 94596
925.766.1130 cell
gary.skrel@psomas.com

Authorized to bind the firm for a period up to 90 days after the proposal is submitted

Justin Seufert, PE QSD/P
Project Manager
1660 Olympic Boulevard
Suite 300
Walnut Creek, CA 94596
530.966.7901 cell
justin.seufert@psomas.com

Individual to whom correspondence and other contact shoud be directed

SECTION A.2

Project Team

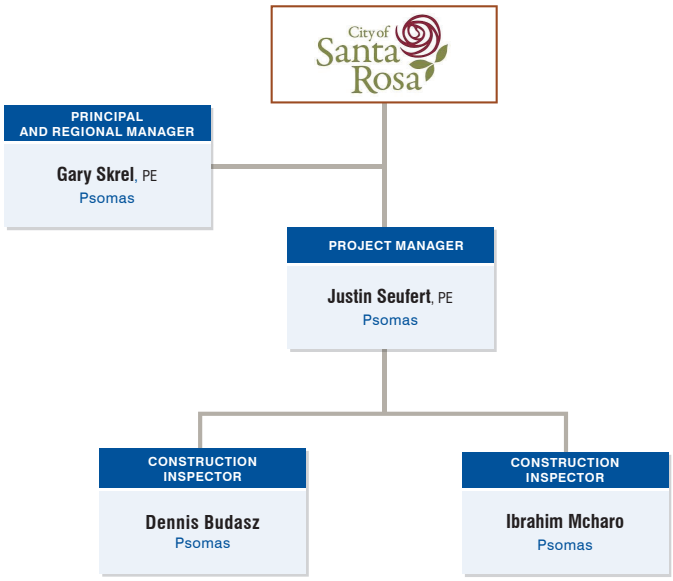
C02285 - LLANO TRUNK LINING PHASE 2 - BRITTAIN LN. TO DARLA DR.

Our Team members were selected with careful consideration of the requirements of the Llano Trunk Lining Phase 2 - Brittain Ln. to Darla Dr. Project (Project) based on their strong technical knowledge and experience working on similar projects. Our proposed construction management and inspection Team is introduced below. The Team member roles and reporting structure are shown graphically in the Organization Chart in Figure 1. Brief biographies of each Team member, identifying their background, education, and the experience that qualifies them for their assigned roles, is included in the next section. Resumes are included in Appendix A.

Justin Seufert, PE - Project Manager

In his role as Project Manager, Justin will be the primary contact for the City's Engineer on all issues related to the Project, he will lead and manage all construction management services, supervise our inspection Team, and be responsible for schedule, budget, safety, and compliance with all plans and specifications. He will also be responsible for meeting the Construction Management Services requirements as outlined in Exhibit A of the RFP including Pre-Construction, Project Coordination and Correspondence During Construction, Reporting, Submittal Management, and Change Order and Claims Management.

Figure 1: Organization Chart



Time Commitment

As an extension of City Staff, Justin will be allocating his time to the Project to contribute to its success. Over the project duration, he will be spend 20% of his time on the Project while the remainder of his time will be spent on various other projects.

Construction Inspectors

Inspection services will be provided by **Dennis Budasz** and **Ibrahim Mcharo.** Dennis has over 30 years of inspection experience in the construction industry working on water resources projects. Ibrahim has more that 23 years of experience in construction inspection on various types of infrastructure projects from transportation to water resources. Dennis and Ibrahim will provide inspection services for the City's Project and be responsible for contractor compliance with the plans and specifications, preparation of daily inspection reports, maintenance of project records, monitoring project safety, and coordinating communication with all Project stakeholders. Dennis and Ibrahim will be responsible for meeting the Inspector General Duties outlined in Exhibit B of the RFP.

Gary Skrel, PE - Principal and Regional Manager

Gary will be responsible for the performance of the entire Team, be the City's main contact for all contract matters, and act as a resource for all construction related activities.

SECTION A.3

Project Team Qualifications/Resumes

Justin Seufert, PE, QSD/P

Project Manager

Registration: 2009/CA/Professional Engineer/#73718

Education: 2000/BS/Environmental Engineering/California Polytechnic State University, San Luis Obispo

Justin has led projects from initial planning through construction for 19 years. His portfolio includes a broad range of water/wastewater conveyance projects. Justin's approach to monitoring project progress, safety, schedule, and budget has resulted in numerous successful projects.

Experience

- Project Manager - 2018-2019 Large Diameter Gravity Sewer II-3B (CIPP) - Ross Valley Sanitary District
- Project Manager - 2016-2017 Gravity Sewer Rehabilitation Project (CIPP) - Ross Valley Sanitary District
- Project Manager - 2015-2016 Gravity Sewer Rehabilitation Project (CIPP), Ross Valley Sanitary District

Dennis Budasz

Construction Inspector

Education: See resume for Training/Certifications

Dennis has worked in the construction industry on water resources projects since 1989. As a contractor, he has experience with the installation, and as an consultant with the inspection, of CIPP from 6-inch to 60-inch diameter. He is well versed in the means and methods for quality CIPP installations including CCTV, robotic cutting, construction scheduling, safety, preventive maintenance, and troubleshooting.

Experience

- Inspector - Large Diameter Gravity Sewer Rehabilitation Project II-2 (CIPP) - Ross Valley Sanitary District
- Inspector - Felt Street and 17th Avenue Sewer Replacement Project (CIPP) - Santa Cruz county Sanitation District
- Inspector - Airport Freedom-Trunk Sewer Replacement Project - City of Watsonville

Ibrahim Mcharo

Construction Inspector

Education: See resume for Training/Certifications

Ibrahim has 23 years of experience in construction inspection on various type water and transportation infrastructure projects. As an inspector, he understand the importance of developing a positive working relationship with all project stakeholders, including the contractor so that the projects are built according to plans and specifications and to avoid potential delays.

Experience

- Large Diameter Gravity Sewer Rehabilitation Project II-3A - Ross Valley Sanitary District

Gary Skrel, PE

Principal and Regional Manager

Registration: 1987/CA/Professional Engineer/Civil/43547

Education: BS/Civil Engineering/University of Michigan

Gary has worked in the engineering profession with an emphasis in construction since 1979. He has experience in constructability reviews, dispute resolution and claims analysis, scheduling, construction management, program management, and design of public water resources facilities for various municipals agencies.

Experience

- Project Manager - Large Diameter Gravity Sewer Rehabilitation Program (Multiple Projects) - Ross Valley Sanitary District
- Project Manager - Felt Street and 17th Avenue Sewer Replacement Project - Santa Cruz County Sanitation District
- Mare Island Sewer and Water Main Replacement Project - City of Vallejo

SECTION A.4

Work Plan

A. PROJECT UNDERSTANDING

The Llano Trunk Lining Phase 2 - Brittain Ln. to Darla Dr. (Project) will rehabilitate approximately 3,800 LF of 54-inch diameter sanitary sewer trunk line within the West 3rd Street corridor from Brittain Lane to Darla Drive in Santa Rosa using cured-in-place pipe (CIPP) technology. The Project will also rehabilitate the Glenbrook Sewer Siphon which crosses Santa Rosa Creek approximately 200 yards west of Stony Point Road. The Glenbrook Sewer Siphon is a four barrel (12-inch, 18-inch, 27-inch and 36-inch diameter) siphon. The Project will line the 18-inch, 27-inch, and 36-inch diameter barrels using CIPP and abandon the 12-inch diameter barrel. Also included in the Project is the rehabilitation of six manholes via epoxy lining.

After a review of available project documents, a recent site visit, and based on our experience, Psomas has identified several key challenges and potential solutions for which an experienced construction manager and field inspector(s) will be important to the success of the Project. Psomas will have a full-time presence on site to monitor each of the activities identified and to facilitate and coordinate necessary changes and document the activities of the contractor.

Challenges

Over the hole Wet-Out

Challenge: On sheet C-2 of the project plans (90% Submittal), Note S13 states in part "Contractor shall be allowed to perform on-site wet-out and liner insertion at MH17 only..." The weight and physical size of an individual CIPP liner has a direct effect on the success of installation. While the ultimate liner weight will be dependent on the approved liner design, it was noted in the Special Provisions that liner design shall assume fully deteriorated pipe. Based on experience with liners of similar size, we anticipate a liner weight exceeding 100 lbs/ft. If the intent is for liners to be installed strictly from MH17, this results in an approximate 1,400 foot inversion upstream to MH56 and an inversion of approximately 2,500 feet downstream to MH52. The longer inversion is approaching a length and weight exceeding typical install limits and has a high potential to stretch beyond acceptable limits.

Solution: To increase the number of bidding contractors and the chances of successful liner installation and to minimize the opportunity for contractor claims related to restricting means and methods; Psomas suggests the City consider allowing an additional over the hole wet-out location at MH52. Doing so will permit an inversion from MH17 to MH46 of approximately 1500 feet and an inversion from MH52 to MH46 of approximately 1,000 feet.

Glenbrook Sewer Siphon Bypassing

Challenge: A key to successful completion of the Glenbrook Sewer Siphon rehabilitation will be implementation of a successful bypass. Sheet BP-2 of the Project plans provides several proposed bypass routes using the Santa Rosa Creek Trail. The routes proposed appear practical; however, surface bypasses constructed near waterways can be problematic, both from a construction and regulatory perspective. While we concur the proposed routes are workable, Psomas believes a more viable solution may exist.

Solution: Psomas has prior success working with contractors to bypass siphon flows using the existing inlet/outlet structures and siphon barrels; creating a 'partial' shutdown of the siphon to permit lining of individual barrels while avoiding the necessity of overland bypassing. Experience has taught us that diverting flows within the inlet structure can lead to a significant cost savings in addition to providing improved reliability.

B. DETAILED PROJECT APPROACH

Psomas uses a flexible management approach to construction management which capitalizes on the strengths of each team member to deliver projects safely, cost effectively, and on time. Under Justin's leadership, our team will inspect and administer the contract in compliance with the plans and specifications and the City's procedures and

standards which will form the foundation of our contract administration.

Psomas believe strongly in partnering and the promotion of open communication between the client, our project staff, the contractor, and project stakeholders. This collaborative atmosphere encourages broad support for our client's goals and produces measurable results - cost effective solutions to project challenges, implementation of best management practices, and projects completed on time. We will implement and maintain this philosophy through all phases of the Project starting with pre-construction, continuing through construction, and ending with post-construction. This approach will provide the framework for meeting the day-to-day challenges that could arise on the Project.

Pre-Construction Phase

During the pre-construction phase, the emphasis will be on establishing lines of communication, clearly understanding all stakeholders' concerns, conducting community outreach, reviewing permits for compliance requirements, and processing early submittals, including the Storm Water Pollution Prevention Plan (SWPPP) and the critical path method (CPM) baseline schedule, to make sure the Project begin smoothly.

Construction Phase

During the construction phase, Psomas will represent the City in all Project related communications and activities. This includes contract administration, inspection, preparation of draft staff reports, change orders, review of progress billings, and coordination with project stakeholders. We will provide continuity during pre-CIPP inspections and cleaning, CIPP installations, and post CIPP activities. We will also be available to meet with any homeowners, school representatives, or other civic groups that may desire or request information on the Project.

Closeout Phase

During the closeout phase, a final walk-through will be conducted with the City to generate a final punch list. Upon completion of the final punch list, we will prepare a staff report recommending final acceptance of the project and filing of the notice of completion. Lastly, all project documentation, including record drawings and a summary of lessons learned will be provided to the City.

C./D. PROJECT SCHEDULE AND ABILITY TO MEET TIME SCHEDULES

Psomas has reviewed the time allotted for this Project and believes the 77 working days suggested in the RFP are appropriate. Key staff, including Dennis Budasz and Ibrahim Mcharo, will remain dedicated to the Project, as necessary, for the duration of field operations. Justin Seufert will allot a minimum of 20% of his time to the Project. Their tenure on the Project will begin with preparation prior to the pre-construction meeting and last through construction closeout as appropriate.

Project Photos
Llano Trunk Lining Phase
2 Brittain Ln. to Darla Dr.

SECTION A.5

Reference Projects

Large Diameter Gravity Sewer II-3A - Ross Valley Sanitary District

CONTACT NAME & NUMBER:
Steve Moore PE, 415.730.0089

CONSTRUCTION DATES:
June 2019 - December 2019

CONSTRUCTION ESTIMATE:
$4.9 million

ACTUAL CONSTRUCTION:
$4.7 million (No claims)

The project replaced old or outdated system infrastructure and improved local wastewater system reliability. The work included the rehabilitation of 2,300 LF of sewer pipeline up to 28-inch diameter. Construction methods include CIPP lining, open cut, and pipe bursting. The project took place in two locations in the Town of Ross: the Bolinas Avenue/Upper Shady Lane area and the Lagunitas Road/Ross Common area.

FY 2015/2016 Gravity Sewer Improvement- Ross Valley Sanitary District

CONTACT NAME & NUMBER:
Katherine Hayden PE, District Engineer (Former), 415.717.3124

CONSTRUCTION DATES:
February 2017 - May 2019

CONSTRUCTION ESTIMATE:
$7.3 million

ACTUAL CONSTRUCTION:
$7.9 million (No claims, contract went over budget due to owner requested extra work)

The project included open cut construction of approximately 7,800 LF of 6-inch to 10-inch diameter sanitary sewer, pipe bursting of approximately 5,600 LF of 6-inch and 8-inch diameter, horizontal direction drilling of approximately 450 LF of 4-inch diameter laterals, construction of a new suspended bridge crossing over San Anselmo Creek and rehabilitation of approximately 22,000 LF of 6-inch and 8-inch sanitary sewer main using CIPP lining.

Headworks Equipment Replacement Project- Napa Sanitation District

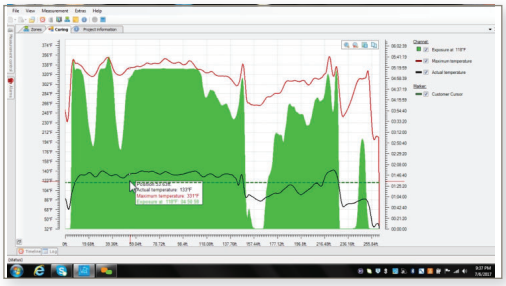
CONTACT NAME & NUMBER:
Andrew Damron, 707-258-6000

CONSTRUCTION DATES:
August 2018 - February 2020

CONSTRUCTION ESTIMATE:
$2.2 million

ACTUAL CONSTRUCTION:
$2.3 million with change orders and claims

The scope of the project included CIPP rehabilitation of a 36-inch diameter raw sewage pipeline within the treatment plant. The project required complicated sequencing and flow by-passing at the wastewater treatment plant.



Dublin Trunk Rehabilitation Project - Dublin San Ramon Services District

CONTACT NAME & NUMBER:
Jacklyn Yee, 925-875-2258

CONSTRUCTION DATES:
June 2016 - May 2017

CONSTRUCTION ESTIMATE:
$5.54 million

ACTUAL CONSTRUCTION:
$5.48 million

The project rehabilitated one of Dublin San Ramon Services District's (District) main trunk lines. The technical aspects of the project included establishing a full 6 MGD bypass system for each of the two trunk line phases (P1 Dublin Reach, P2 Pleasanton Reach), removing 60+ years of accumulated grit, point repair assessment, installing 8,000 feet of 33-inch to 42-inch diameter CIPP liner and 500 feet of 24-inch of CIPP pressure liner, rehabilitating existing manholes, traffic control, pavement repair, and public outreach.

SECTION
A.6

Scope of Services

The City's RFP states that the Proposal shall include a detailed scope of services identifying specific tasks and any specific considerations and assumptions. Since a complete Scope of Work requires more pages than the RFP prescribed page limit, we are presenting an outline of our scope of work below and including our expanded scope of work in Appendix B – Expanded Scope of Work.

Pre-Bid Period

1. Biddability/Constructability (B/C) Reviews.

Bid/Award Period

1. Pre-Bid Meeting
2. Addendum
3. Bid Review

Construction Period

1. Notice to Proceed
2. Pre-Construction Conference (Meeting)
3. Administration and Office Set-Up
4. Pre-Construction Walk/Photos/Video
5. Construction Administration
6. Meetings
7. Outside Agency Coordination
8. Utility Coordination
9. Public Outreach
10. Submittals
11. Clarification Process
12. Change Order Preparation, Negotiation & Processing
13. Progress Payment
14. Scheduling
15. Field Quality Control
16. System Outages
17. Means and Methods of Construction
18. Safety
19. Spare Parts
20. Operation and Maintenance (O&M) Manuals
21. Testing and Training
22. Corrective Work Item List
23. Substantial Completion

Post-Construction Period

1. Warranty Coordination
2. Project Closeout
3. Dispute Resolution

E | APPENDIX B
Extended Work Approach

Modifications to Appendix B – Extended Work Approach
City of Santa Rosa
Construction Management and Construction Inspection Services Proposal (dated 02.02.2020)
Llano Trunk Lining Phase 2 – Brittain Ln. To Darla Dr.

May 29, 2020

PRE-BID PERIOD

1. Biddability/Constructability (B/C) Reviews.
   a. Meetings:
      1. Psomas will participate in a 100% design submittal meeting to be attended by Owner staff and Design Consultant (DC). DC will summarize the design and any critical areas that should be focused on during the review
      2. Review Meeting: Psomas will meet with the Owner and DC to review the B/C findings.
   b. Psomas will review and provide comments on the 100% Documents for the following:
      1. Sequence, constraints, and schedule developed by the DC/Owner
      2. Conflicts, omissions, and ambiguities within the plans and specifications.
      3. Completeness of the bidding documents.
      4. Coordination between the design disciplines.
      5. Constructability of the project's facilities.
      6. Potential claim areas based on our experience with this type of work.
      7. Review of the electrical and instrumentation specifications and drawings will be provided by a Subconsultant
         a. The B/C reviews will not include a comprehensive review of all technical specifications or plans but will concentrate on the areas where our past experience has shown the greatest potential for value is generally found. The B/C reviews will not include a review for building code compliance, design peer review, design plan check or value engineering. We also do not guarantee that all deficiencies in the bidding documents will be found during the B&C review. The main purpose of a B/C review is to mitigate potential costly problems and changes during construction. The review can reduce and minimize contractual disputes that often arise during the actual construction of the project. Elimination of changes, design errors or omissions, and conflicts in the design are never completely achieved.
         b. Detailed written review comments will be provided in both hard copy and electronic format. Review comments will include plan number and specification number, comment and/or suggestion, Psomas reviewer, space for DC's response, weighted system (critical, general or editorial), and space for including follow-up notes.
   c. Owner/Design Consultant Response: Psomas requests that the Owner/Design Consultants provide written response to Psomas' comments.
2. Attend Public Outreach Meetings
   a. Psomas will attend public outreach meetings when requested by Owner.
   b. Owner will conduct the meetings and respond to questions. JS

BID/AWARD PERIOD

1. Prebid Meeting
   a. Psomas will attend the prebid meeting. Owner/DC will facilitate the meeting.
   b. Psomas will review Record of Discussions prepared by DC prior to issuance as a Bid Addendum.
2. Addendum
   a. DC will review Bidders' questions and prepare addenda.
   b. Psomas will assist with review of addenda, prior to issuance, as requested by the Owner.
   c. DC and Owner will manage the fielding of questions from Bidders and issuance of addenda.

3. ~~Bid Review: Psomas will assist the Owner with evaluating and reviewing the bid proposals for completeness, responsiveness, alternate prices and unit prices (if applicable), and determining the lowest responsive, responsible bidder. DC will provide review assistance for technical considerations such as named equipment manufacturers. Psomas will make a recommendation to the Owner regarding award of the Contract.~~
4. ~~Psomas will assist Owner with examination, organization, and inventory the escrow bid documents of the two lowest bidders.~~

CONSTRUCTION PERIOD

1. Notice to Proceed – Psomas will assist with the Owner's preparation and issuance of the Notice to Proceed.
2. Preconstruction Conference (Meeting)
   a. Psomas will prepare the agenda for the meeting, facilitate the meeting, address administrative and non-design issues, and prepare record of discussions of the meeting for distribution. The Owner, DC, and Contractor's team will attend the meeting. The DC will address design issues.
   b. As an extension of the meeting Psomas will facilitate a Team Building discussion to include 'rocks in the road' (project challenges) and development of a Dispute Resolution Matrix.
3. Administration and Office Set-Up
   a. Psomas will setup the files for the project prior to commencement of construction. ~~and coordinate with the Owner and Contractor for office trailer set-up.~~
   b. ~~Owner/Contractor will provide office trailer, copier, phone/service, and internet service.~~ Psomas will coordinate with project documents.
4. Preconstruction Walk/Photos/Video
   a. Psomas will conduct preconstruction inspections documenting conditions using digital photographs and video.
5. Construction Administration
   a. Project Coordination: Psomas will act as the project coordinator and the point of contact for all communications with the Contractor. Psomas will coordinate activities of the Owner, DC, and Contractor
   b. Document Tracking System: Psomas will establish, implement and maintain an online system for tracking all correspondence and documents on the Project. Psomas will route all submittals/RFI's to the Owner's other consultants.
   c. Construction Administration Services: Psomas will provide administrative and management services. Psomas will receive all correspondence from the Contractor and address all inquiries from the contractor and construction related correspondence. The DC will be responsible for providing any design input.
6. Meetings
   a. Psomas will prepare the agenda for progress meetings and other construction meetings required during the Project. Progress meetings will generally be held weekly. Other construction meetings will be scheduled as needed which may include submittal review meetings, critical activity coordination meetings, schedule review meetings, SCADA planning/coordination meetings, and startup and testing planning meetings.
   b. Psomas will facilitate and prepare records of discussions for the progress meetings and other construction related meetings.
7. Outside Agency Coordination: Owner/Contractor will obtain necessary permits. Psomas will coordinate with outside agencies and review Contractor's compliance with permit requirements.
8. Utility Coordination: Construction related coordination with utilities (PG&E) will be the responsibility of Contractor. Psomas will attend meetings and facilitate modification to the Contract Documents. Engineer/Owner responsible for modifying Contract Documents if necessary. Psomas will not be responsible for schedule or timely performance of non-Psomas parties.

9. Public outreach
    a. Psomas will review project notices prepared by the Contractor and obtain Owner's approval prior to the Contractor distributing the notices.
    b. Meetings with public will be facilitated by Owner. Psomas will assist Owner by providing project information as requested by Owner and attend meetings as requested by Owner.
    c. Psomas will assist Owner with responding to public inquiries.
    d. Psomas will refer all media inquiries to the Owner.
10. Submittals
    a. Psomas will establish, implement and coordinate the submittal processing.
    b. Psomas will receive the submittals from the Contractor, check the submittals for general conformity with the Contract requirements, and return the submittal to the Contractor for correction if needed prior to forwarding to the DC.
    c. Psomas will route the submittal to the DC for review and will route the reviewed submittal back to the Contractor. Psomas will review DC comments on to determine if additional follow-up with the DC and/or contractor is warranted and to identify any scope changes.
    d. Psomas will maintain an online log and tracking system for submittals. Psomas will track the status of submittal review with the DC and the status of resubmittals with the Contractor.
11. Clarification Process
    a. Psomas will establish, implement and coordinate an online system for processing and tracking clarifications.
    b. Psomas will receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Psomas will return the RFI to the Contractor.
    c. Psomas will provide a response to the Contractor for any administrative and general RFIs.
    d. Psomas will route all other RFIs to the DC for review and provide design response.
    e. Psomas will review the DC's response for acceptability of response and transmit the Clarification Response to the Contractor.
    f. The DC will prepare Design Clarifications where design issues are identified by Psomas, the DC, or the Owner. Psomas will transfer Design Clarifications to the Contractor.
12. Change Order Preparation~~, Negotiation~~ & Processing. (Refer to Exhibit B)
    a. The DC will prepare design details for change requests. Psomas will prepare and issue the change request to the Contractor with the appropriate design documents per Exhibit B.~~:~~
    b. Psomas will prepare an independent cost estimate and/or review the acceptability of the Contractor's cost proposal for each change request. The DC's input may be requested for specific equipment and material costs.
    c. In the event the Contractor encounters a time sensitive problem ~~where time is not available to negotiate a settlement,~~ Psomas will issue a field order. All work done under a field order will be completed on a time and material basis. Psomas will advise Owner of issuance of field order and Owner will review and authorize Psomas to execute the field order. ~~have authority for issuing field orders to a maximum value of (TBD) without prior notice or approval from the Owner only if Psomas can't reach the Owner's Representative via cellular phone or office phone. As soon as practical, dependent on field conditions, Psomas will advise the Owner of the issuance of such field order, and the Owner will execute the field order. Field orders with an allowance greater than (TBD) will be reviewed and approved with the Owner prior to issuance.~~
    ~~d. Psomas will negotiate change orders with the Contractor and will prepare change orders for execution by the Owner and Contractor.~~
    ~~e.~~d. Psomas will implement and maintain a system for logging and tracking changes.

13. Progress Payment
    a. Psomas will review and approve the initial cost breakdown prepared by the Contractor.
    b. Psomas will review and process the progress payment requests and determine whether the amount requested reflects the actual status of the Contractor's work in place, materials on site and other contract requirements.
    c. Psomas will perform the appropriate administration, preparation and processing of the monthly progress payments so the Owner can respond in accordance with the time periods set forth in the Public Contract Code.
    d. Psomas will prepare the summary cover sheet for the progress payments which will be executed by Psomas, the Contractor and the Owner.
    e. Psomas will make recommendations regarding assessment of liquidated damages or withholding from payments to the Contractor.
14. Scheduling
    a. Psomas will review Contractor's initial Baseline schedule submittal to determine whether it is realistic and prepared in accordance with the Contract Documents, that the milestone, sequence and constraints, and Substantial Completion dates meet the overall schedule and that no major conflicts exist.
    b. Psomas will review the schedule updates and provide written comments to the submitted update and facilitate a meeting with Contractor as necessary.
    c. Psomas will review and evaluate the Contractor's requests for Contract Time extension and make written recommendations to the Owner regarding entitlement and the number of days, if any, to be added to the Contract Time(s).
15. Reporting and Owner Board/Council/Commission Meetings: ~~Psomas will prepare quarterly reports that will include information on progress, budget, schedule, submittal and RFI status, change order status, representative construction photos and other pertinent information requested by Owner and will attend Owner Board/Council/Commission meetings when requested by the Owner to assist the Owner's staff in updating the Owner's Board/Council/Commission on the status of construction.~~ Weekly and monthly reporting shall be in accordance with Exhibit 4 Reporting. All project documentation, including but not limited to submittals, daily inspection reports, weekly statements of work days, RFIs, field orders, schedule, progress payments, photographs, and schedules and budgets shall be made available to Owner at all times.
16. Field Quality Control
    a. Psomas will provide periodic field inspection/observation services to monitor compliance with the contract documents and will prepare daily inspection reports documenting observed field activities, field crews, contractor equipment, and field problems when on site. Owner to have access to daily reports.
    b. ~~No a~~Allowance is included in the budget for overtime inspection
    c. Psomas will provide and maintain photographs attached to Daily Reports of relevant field activities for status monitoring of the project and historical record.
    d. Psomas will monitor record documents on a monthly basis to determine if they are being maintained by the contractor and are in substantial conformance with Psomas' information.
    e. Special Inspections: Psomas will contract with a separate firm to furnish the materials testing and Special Inspections required to be performed for the Project. Special Inspection and materials testing will include soils and asphalt compaction and relevant testing, Concrete sampling and testing, periodic observation of coatings and linings, and pipe welding.
        1. Cathodic protection inspections provided by others.
        2. Psomas will schedule and coordinate the material testing services and have oversight responsibility for the specialty inspections and testing services.

f. Psomas will retain a subconsultant for technical support, assistance and periodic observation of the installation and testing of the critical components of the electrical and instrumentation portions of the Work.
g. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.

17. System Outages
    a. Psomas will facilitate/coordinate shutdowns with the Contractor, Owner, and Designer.
    b. Owner is responsible for reviewing system outage requests, confirming the outage is properly planned, implementing the outage, and bringing services back on line after the outage.
18. Means and Methods of Construction: Psomas will not have responsibility for directing the means and methods of construction. The contractor shall be solely responsible for the means and methods of construction.
19. Safety
    a. Psomas will comply with appropriate regulatory, project and Owner regulations regarding necessary safety equipment and procedures used during performance of Psomas' work and shall take necessary precautions for safe operation of Psomas' work, and the protection of Psomas' personnel from injury and damage from such work.
    b. Neither the professional activities of Psomas, nor the presence of Psomas' employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, Owner regulations, and any health or safety precautions required by any regulatory agencies. Psomas and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.
20. Spare Parts: Psomas will prepare a list of required spare parts from the specifications, inventory spare parts as they are delivered by the Contractor, and transfer spare parts to the owner.
21. Operation and Maintenance (O&M) Manuals: Psomas will prepare a list of anticipated O&M Manuals and track the submittal and review process similar to "Submittals" above, and transfer final copies to the Owner.
22. Testing and Training
    a. The Scope and Budget do not include Psomas' participation in factory witness testing.
    b. Psomas will facilitate the development of the Startup Plan with the Contractor, Design Consultant and the Owner.
    c. Psomas will provide oversight, coordination, and administration of training and testing. The DC will provide design assistance during testing operations.
    d. Psomas will observe start-up and testing as the Owner's representative and maintain copies of start-up documentation in an organized binder that will be turned over at the end of the project.
    e. Psomas will attend training sessions and collect attendance sheets and copies of training material.
23. Corrective Work Item List
    a. Psomas will prepare the Corrective Work Item list with the input from the Owner and DC.
    b. Psomas will confirm that the items identified in the Corrective Work Item List are completed in preparation for issuance of Substantial Completion Certificate.
24. Substantial Completion
    a. Psomas will prepare the Substantial Completion Certificate for execution by the Owner and the Contractor when the Corrective Work Items are completed to the Owner's and Psomas' satisfaction. The Substantial Completion Certificate will include the Punchlist as an attachment.
    b. Punchlist: Psomas will prepare the list of outstanding deficiencies and issue the punchlist(s) from the list of deficiencies.
    c. Final Inspection and Payment

Exhibit B

Construction Management Services Terms

The City of Santa Rosa (City) requires construction management services to manage and expedite completion of construction projects within schedule and budget, and to the quality standards described in the project specifications. The City's Construction Manager shall at a minimum achieve the following requirements:

1. General

a. Be a licensed architect, registered professional engineer, or licensed general contractor.

b. Be the primary point of contact and responsible for the contract administration, construction engineering, and engineering integrity of the project. The CM shall ensure Contractor complies with the requirements of the contract documents.

c. Report directly to City Engineer and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

2. Pre-Construction (project specific)

a. Provide specialized advice to both City and designer during planning and design, identify and evaluate alternative methods and materials, perform value engineering, and overall assistance with developing a cost-effective project.

b. Assist in evaluating contractor bids, as necessary

3. Project Coordination and Correspondence During Construction

a. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high-quality project.

b. Coordinate project activities with Contractor, City staff, consultant inspector, special inspector, designer, utility companies, and other parties as required.

c. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, and Change Orders.

d. Receive, process and distribute all Contractor correspondence. Coordinate with City (and other applicable parties as necessary) to develop, prepare and transmit responses.

e. Maintain logs of requests for information, submittals, plan clarifications, claims, proposed change orders, final change orders. Maintain all documents generated for the project including daily reports, requests for information, submittals, transmittals, O & M Manuals, warranties, etc. Ensure City Staff receives copies of these documents.

f. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all subcontractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

g. Review and approve Contractor's monthly progress report and payment request.

h. Provide status updates to City on significant issues as they arise.

i. Provide any contract administration documentation required by City, State, or Federal authorities.

j. Lead pre-construction conference with the Contractor and stakeholders including preparation of meeting agenda and minutes; and distribute to applicable entities (not just attendees).

k. Lead progress meetings (regularly scheduled or otherwise) with Contractor and City staff. Prepare agenda and minutes.

l. Coordinate testing with City Materials Engineering and project team.

m. Contract for and manage non-City supplied material testing and special inspection services.

n. Coordinate testing and startup including efforts by Contractor, manufacturers, and City staff.

4. Reporting

a. Prepare short (1 page) weekly progress reports including a list of key items of work completed during the week and expected work the following week. Include approximately 2 photos. Submit to the City by Monday 9:00 am the following week. Weekly reports may be posted to the City's public website.

b. Prepare and submit a monthly progress report describing key issues, status of schedule, budget, payments, RFI's, submittals, claims, potential change orders, and change orders. The monthly progress report shall be due to City Engineer on the tenth (10th) of every month.

c. Review Inspector's daily construction reports and suggest edits where applicable. Initial (to show that document was reviewed and approved) and submit copies of previous week's daily reports to City by Monday 9:00 am the following week.

d. Review/Prepare Weekly Statement of Working Days and submit to City for review by Monday morning at 9:00 a.m. the following week.

e. Complete all documentation and coordination required for final acceptance and closeout of construction contracts.

5. Submittal Management

a. Receive, stamp, and log submittals, and distribute for review by the design team.

b. Monitor review of submittals to foster timely review and return of submittals to Contractor.

c. Review administrative submittals for conformance with Contract plans and specifications requirements and City standards.

d. Transcribe reviewer's comments and prepare duplicate copies for return to Contractor and distribution to project team.

e. Ensure all reviewed submittals are returned to Contractor and include the following language:

CITY OF SANTA ROSA

___ *No exceptions* ___ *Make Corrections Noted*

___ *Revise and Resubmit* ___ *Not Reviewed*

___ _____

Submittal was reviewed for general conformance to Contract plans and specifications only. Contractor is responsible for confirming and correlating full compliance with contract plans and specifications. Notations neither relieve Contractor from Contract plans and specifications compliance nor authorize changes to contract amount. This review does not relieve Contractor from responsibility for any errors, omission or deviations from the Contract plans whether or not such errors, omissions or deviations are noted on this drawing.

By _____ *Date* _____

6. Change Order and Claims Management

a. Analyze requested change orders for validity, cost, and schedule impacts. Provide information to City Engineer necessary to review the requested change order. City Engineer shall be responsible for the consideration, negotiation and resolution of all requests for change orders. At the request of City Engineer, draft and forward proposed change orders to City Engineer using City-provided change order format. City staff will formally process, transfer draft change orders to City letterhead, obtain signatures, and distribute accordingly.

b. Analyze claims for validity, cost, and schedule impacts. Provide information to City Engineer necessary to review and resolve the claim. City Engineer shall be responsible for the consideration, negotiation and resolution of all claims. If requested by City Engineer, Consultant shall draft responses to claims for review and approval by City Engineer. City staff will obtain final signatures and distribute responses to claims.

Exhibit C

An Inspector's General Duties

- Ensure contractor compliance with the plans, specifications, and other contractual requirements throughout the course of the work.
- Review the plans and specifications prior to the start of construction.
- Review shop drawings, materials samples, schedules, and other items submitted by the contractor.
- Prepare and preserve a complete, accurate diary and inspection reports (daily and other).
- Maintain project records (materials certificates, shop drawings, catalog items, manuals, and related items.
- Review right-of-way documents for conditions and restrictions.
- Monitor project progress and maintaining the schedule(s).
- Arrange and conduct regular project progress meetings.
- Coordinate communications between all parties.
- Maintain contact with adjacent property owners and others affected.
- Promptly advise higher authorities regarding any schedule or other progress problems or variances from the contract requirements.
- Coordinate and monitor completion of review and approval of submittal and testing required under the contract.
- Make a record of any disputes.
- Monitor project safety and promptly report life-threatening conditions.
- Review payrolls and other labor documents for compliance with the contract.
- Conduct, coordinate and/or arrange required testing to ensure compliance.
- Reject work which does not comply with contract requirements.
- Issue notice to the contractor of deficiencies requiring correction.
- Advise higher authority when basic contractual commitments are not being met and/or continued work will be substandard; recommend or issue stop work orders as provided in agency/owner policy or regulations.
- Administer approved change orders.
- Prepare, review and/or process progress and final payments as provided by agency/owner procedures and policies.
- Record work progress and other relevant data on the site drawing set.
- Prepare and/or assist in preparation of final acceptance documents.
- Arrange and conduct the final inspection and prepare the punch list, and monitor completion or correction of items on the List.

Exhibit D - Compensation

PSOMAS

Llano Trunk / Glenbrook Siphon Lining Project

Fee Proposal for Construction Management and Inspection Services for the Llano Trunk (Brittain to Darla) and Glenbrook Siphon Lining Project (Contract No. C02285)

Revised April 1, 2020

PERSONNEL/SERVICE (Note 1)	HOURS AND HOURLY RATES			Level of Effort (hours)							
				SUBMITTALS / PRECON		CONSTRUCTION (77 Working Days)				CLOSE OUT	
	Total Hours	2020 Rate	Base Bid Amount	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21
Psomas Labor											
Gary Skrel - Principal in Charge	40	$ 240	$ 9,600	4	4	8	8	8	8	0	0
Justin Seufert - Construction Manager	360	$ 190	$ 68,400	16	80	40	40	40	40	80	24
Dennis Budasz - Construction Inspector	456	$ 165	$ 75,240	0	40	40	40	168	168	0	0
Ibrahim Mcharo - Construction Inspector	808	$ 165	$ 133,320	0	40	176	176	168	168	80	0
Construction Inspection - Overtime (Note 2)	364	$ 205	$ 74,620	0	0	0	176	168	20	0	0
Office Support	176	$ 110	$ 19,360	0	24	24	24	24	24	40	16
Other Direct Costs (Note 3)	Monthly Allowance		$ -								
Contingency - (Note 4)	10%		$ 38,054								
Total			$ 418,594								
	Total Not To Exceed		$418,594								

Notes:

1. Staffing and level of effort is based on our proposed approach, and using the project schedule duration provided in the final Project Specifications.
2. Construction Inspection - Overtime anticipates rotating 12hr shift during wet-out and cure for each CIPP liner installation.
3. The Budget does not include any other direct costs. All normal operating expenses are included in hourly billing rates.
4. We are proposing a Budget Contingency to address unanticipated construction related events that could affect our services. As examples, our services could be affected by the experience and conduct of the low-bid contractor, material procurement issues, differing site conditions, etc. Budget Contingency will not be used without prior written authorization from the City.
5. Revision dated April 1, 2020 acknowledges project start will be delayed due to COVID-19, as such an escalation in rates may occur in January of 2021.
6. Revision dated May 28, 2020 adjusts the proejct start date based on best available information at the time of revision.