

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
HORIZONTAL DIRECTIONAL DRILLING PROJECT
HIGHWAY 29 FREEWAY CROSSING/WATER MAIN REPAIRS (PW NOS. 116, 117, 118 AND 206)**

2nd day of August
This Agreement is dated this ____ day of June 2017, by and between the City of Napa, a municipal corporation (hereinafter referred to as the "City"), and Alta Engineering Group, Inc., a California Corporation (hereinafter referred to as "Consultant").

RECITALS

- A. The City requires construction management services for the installation of four (4) water mains through the Caltrans right of way using horizontal directional drilling, as described within the City's request for proposal (RFP) issued November 10, 2016, including all subsequent addendums and the Consultant's proposal dated December 14, 2016.
- B. The Consultant is qualified and experienced to provide such services.

NOW, THEREFORE, said City and said Consultant for the considerations hereinafter set forth mutually agree as follows:

1. SCOPE OF WORK

Consultant shall perform those services described as Tasks in the Scope of Work and Schedule of Performance attached hereto as Exhibit "A" and incorporated herein by reference within the time frames stated therein.

2. COORDINATION

Consultant shall assign Glenele Oberich to personally participate in said project and to coordinate the activities of the Consultant.

3. COMPENSATION

- A. City shall pay Consultant as compensation in full for such services and expenses at the rates set forth in the Standard Hourly Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference. Notwithstanding the above, it is agreed that Consultant shall complete all the services set forth in Exhibit "A" for a total sum not to exceed two hundred fifty thousand dollars (\$250,000 = \$232,090 + \$17,910 contingency). Progress payments will be tied to completion of tasks so all payments are proportional to the work completed.
- B. Consultant shall submit itemized monthly statements for work performed. City shall make any payment due within thirty (30) days after approval of the invoice by the City.
- C. Payments due and payable to Consultant for current services are 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.

4. TERM

The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by City, unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

5. NOTICES

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

TO CITY: CITY OF NAPA
PUBLIC WORKS – WATER DIVISION
ATTN: MICHAEL J. HETHER, P.E.
1340 CLAY STREET
NAPA, CA 94559

TO CONSULTANT: ALTA ENGINEERING GROUP, INC.
ATTN: GLENELE OBERRICH
~~1485 BAYSHORE BOULEVARD, NO. 191~~ *1 Ave. of the Palms, Suite 109*
SAN FRANCISCO, CA ~~94124~~ *94130*

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this Paragraph.

6. AMENDMENT OF SCOPE OF WORK

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. 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 merit, etc., for work done without the appropriate City authorization.

7. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT

At any time and for any or no reason, City shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the City and use the same, and pay the Consultant such equitable proportion of the total remuneration as the work satisfactorily done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement. Notwithstanding the above, Consultant shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Consultant for the purpose of setoff in accordance with California law.

8. CORRECTION OF WORK

The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective, inaccurate, or incomplete work subsequently discovered, and all such work shall be remedied by the Consultant on demand without cost to the City.

9. DELAYS AND EXTENSIONS

Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City.

10. RECORDS OF PERFORMANCE

Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

11. SUBCONTRACTING

The City shall be an intended beneficiary of any work performed by a subconsultant for purposes of establishing a duty of care between subconsultant and City. In accordance with Government Code Section 7550, Consultant agrees to state, in a separate section of any filed report, the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

12. RELEASE AND INDEMNIFICATION

- A. City, and each of its officers, employees, consultants, and agents, shall not be liable or accountable in any manner for the injury, sickness, disease, emotional injury, or death of any person or damage to property resulting from any cause whatsoever, except to the extent of their active negligence, recklessness, or willful misconduct, and Consultant releases all the foregoing persons and entities from any, and all, such claims.
- B. To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City, including each of its officers, employees, and agents (individually "indemnitee" or collectively "indemnities"), harmless from claims, disabilities, damages (including consequential and incidental damages), penalties, fines, suits, injury (including injury or death of an employee of Consultant or its subconsultants), actions, losses, fines, and penalties of regulatory agencies, judgments, and liabilities of any kind, nature, and description, as well as for associated investigation and administrative charges and defense costs, including reasonable attorney, witness, and consultant's fees, court costs, and costs of alternate dispute resolution (collectively "claims"), to the extent the foregoing are caused by, directly or indirectly, in whole or in part, arising out of, pertaining to, or relating to, any negligence, recklessness, or willful misconduct of Consultant (including subconsultants, anyone directly or indirectly employed by any of them, or anyone for whom acts anyone of them may be liable), regardless of whether it is caused or contributed to by the negligence (including passive negligence) of an indemnitee. However, to the extent that claims are caused by the active negligence or recklessness or misconduct of an indemnitee, the Consultant's indemnification obligation hereunder shall be reduced in proportion to the indemnified party's share of the liability for its negligence, recklessness, or willful misconduct.

Consultant shall also be entitled to reimbursement of a proportionate share of defense costs in line with the City's proportionate share of liability, as determined by the trier of fact or mutually agreed upon third party.

- C. With respect to third-party claims against Consultant, this Agreement contains no express indemnity of Consultant by indemnitees, and Consultant waives any, and all, rights to any kind of implied indemnity against any indemnitee.
- D. The indemnification and defense obligation of this section is not limited to, 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, the terms or applicability or limitations of any insurance held or provided by Consultant, or the provisions of Section 13 relating to the provision of insurance.
- E. To the fullest extent permitted by law, the indemnities, releases of liability, and limitations on liabilities expressed herein shall apply even in the event of breach of contract and shall survive the termination, rescission, breach, abandonment, or completion of this Agreement.
- F. The Consultant's obligation to defend and indemnify shall not be excused because of Consultant's inability to evaluate liability or because the Consultant evaluates liability and determines that the Consultant is not liable to the claimant. The Consultant shall respond within 30 days to the tender of any claim for defense indemnity by City, unless this time has been extended by City.

12. INSURANCE

Without limiting Consultant's indemnification provided herein, Consultant shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees, or subcontractors.

- A. Comprehensive or Commercial General Liability Insurance, at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
 - (1) The City, its officers, employees, and agents are covered as insureds for liability arising out of the operations performed by, or on behalf of, Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.
 - (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.
- B. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto) for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

- C. Worker's Compensation insurance meeting statutory limits of Labor Code, which policy shall contain, or be endorsed to contain, a waiver of subrogation against City, its officers, agents, and employees, and provide for thirty (30) days prior written notice to the City in the event of cancellation. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with, and during, the performance of the work of this contract."

- D. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000.00 per claim/annual aggregate. If insurance is written on a claim-made basis, Consultant agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
- E. Consultant shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City, or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to, and approved by, City. If Consultant does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

13. STANDARD OF CARE

City relies upon the professional ability of Consultant and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Consultant shall perform the professional services hereunder in accordance with the professional standards normally applied by those architects/engineers engaged in providing similar design services in the same locale as the project. Consultant is responsible for the work of all employees, subconsultants, and agents, and the negligence of one of them, if not adequately remedied by Consultant, shall be conclusively deemed to be the negligence of Consultant. Consultant agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Consultant. The absence, omission, or failure to include in this Agreement items, which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement, shall not be used as a basis for submission of inadequate work or incomplete performance.

14. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid, or agreed to pay, any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. 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 Napa, disclosing Consultant and/or such other person's financial interests. In such case, Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately advise the General Counsel of Authority, if Consultant learns of an economic interest of Consultant's during the term of this Agreement.

17. DEFAULT

If Consultant should fail to perform any of his obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, City may terminate this Agreement by giving Consultant a forty-eight (48) -hour written notice of such termination and time to cure, stating the reason for such termination. 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 may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

18. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

19. INDEPENDENT CONTRACTOR

The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of the City, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Consultant expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances, or laws applicable to employees.

20. TAXES

Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to

indemnify and hold the City harmless from any liability, which it may incur, to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations.

21. EMPLOYMENT PRACTICES

Consultant shall not discriminate in its performance under the Agreement, either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds, in its employment practices, and shall take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

23. COMPLIANCE WITH LAW

- A. Consultant shall study and comply with all applicable federal, state, and local laws, rules, and regulations affecting the Consultant and his/her work hereunder, and shall ensure that all subcontractors do the same. Consultant represents and warrants to City that Consultant has, and will keep in effect during the term of this Agreement, all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice Consultant's profession and to do the work hereunder.
- B. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to City for inspection.

24. TITLE TO DOCUMENTS

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the 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. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the 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, or until ninety (90) days after receipt of final payment from City.

25. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

26. CONFIDENTIALITY

Consultant shall treat all information obtained from City in the performance of this Agreement as confidential and proprietary to City. Consultant shall treat all records and work product prepared, or maintained, by Consultant in the performance of this Agreement as confidential. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for City, or obtained from City, or obtained as a consequence of the performance of work, to any person other than City, or its own employees, agents, or subcontractors, who have a need for the information for the performance of work under this Agreement, unless such disclosure is specifically authorized in writing by the City. Consultant shall advise City of any request for disclosure of information, or of any actual or potential disclosure of information. Consultant's obligations under this paragraph shall survive the termination of this Agreement.

27. ACCIDENT REPORT

If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Consultant shall promptly submit to the City Clerk's Office a written notice of such accident with the following information:

- A. Name and address of the injured or deceased person(s);
- B. Name and address of any witness;
- C. Name and address of Consultant's insurance company; and
- D. A detailed description of the damage and whether any City property was involved.

28. ELECTRONIC COMMUNICATIONS

During the course of this Agreement, communications may occur through sending, receiving, or exchanging electronic versions of documents and emails using commercially available computer software and Internet access. Consultant and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Consultant and the City view the issues raised by these viruses seriously, and have invested in document and email scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus-scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus-protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus-free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus-free, neither party warrants that its documents will be virus-free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

29. ELECTRONIC OR MAGNETIC DATA

If the Scope of Work requires that Consultant provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. City recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Consultant shall not be liable for any loss of use, profit, or any other damages arising from City's reuse, misuse, modification, or misinterpretation of the data

submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Consultant with respect to Consultant's work and work products delivered in hard copy.

30. COPYRIGHTS/PATENTS

Consultant represents that the work provided hereunder shall not unlawfully infringe on any copyrighted or patented work.

31. GENERAL PROVISIONS

- A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.
- D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.
- E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- H. Time. Time is of the essence in carrying out the duties hereunder.
- H. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- I. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely

upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

- J. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into, and to execute, this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:


(Signature)

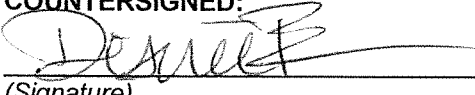
Jacques R. LaRochelle, PW Director
(Type name and title)

ATTEST:


(Signature)

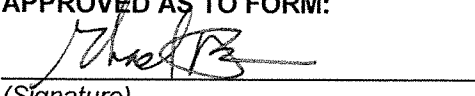
Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:


(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:


(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: Assigned by Project

53942-33403-DR15WLOP13FG-33403
53942-33403-DR15WLOP14FG-33403
53942-33403-DR15WLOP25FG-33403
53942-33403-DR15F206WE-33403

CONSULTANT:

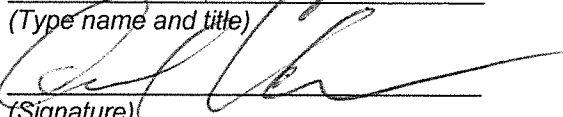
Alta Engineering Group, Inc
(Type name of Consultant/form of organization)*

By:


(Signature)

Glenele Oberrich, President
(Type name and title)

By:


(Signature)

David E. Ganter, Vice President
(Type name and title)

Address:

1 Ave. of the Palms, Suite 109
1485 Bayshore Boulevard, No. 191
San Francisco, CA 94124-94150

Telephone:

(415) 349-4687

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

EXHIBIT "A"

SCOPE OF WORK

AND

SCHEDULE OF PERFORMANCE

EXHIBIT A: SCOPE OF WORK

The City requires professional construction management and inspection services for the Highway 29 Water Main Freeway Crossings Project. The selected CM Firm will help manage all aspects of the Project, beginning with pre-construction management services through the City's post-construction acceptance. The City expects the selected firm to provide all work, labor, insurance, equipment, etc., required to successfully manage directionally drilled pipeline construction operations.

The selected CM Firm shall serve as the City's direct representative to the Contractor. As such, the City expects observance and reporting on all activities performed by the Contractor and any subcontractor(s), and also could possibly serve as the point of contact for the City and any design engineer(s) hired by the City. This Project has Federal and State funding requirements and may require additional inspection reporting to ensure FEMA/OES compliance.

Professional CM services shall include, but not be limited to, the following roles:

Task 1 (Preconstruction Services)

- 1.1. Document review: Review all PS&E documents, supplemental technical reports, and/or studies applicable to the Highway 29 Water Main Freeway Crossings Project, including any environmental and resource agency documents.
- 1.2. Preparation: Attend one (1) meeting with City staff and the City's design engineer to review expectations and design features, and to receive the City's contract administration procedures.
- 1.3. Construction Management Plan: Prepare a construction management plan that addresses key personnel requirements, contract administration, and record-keeping procedures, which conforms to all Federal, State, and City reporting policies and procedures. The construction management plan shall include, but not be limited to, the following:
 - 1.3.1. Itemized list of required on-site and as-needed personnel (e.g., construction manager, inspector(s), scheduler, et al.);
 - 1.3.2. Reporting procedures to address environmental and resource agency requirements.
 - 1.3.3. Documentation needs;
 - 1.3.4. Submittal tracking;
 - 1.3.5. Inspection and quality control; and
 - 1.3.6. Payment processing.
- 1.4. Bid Opening: Attend the opening of public bids and assist in any efforts required for bid tabulation, review of any bid documents for completeness, etc.
- 1.5. Bid Analysis: Analyze the bids for irregularities and provide assistance to the City and/or design engineer (advise the City if any contract irregularities exist).
- 1.6. Submittal Review: Participate in the submittal review and approval process.
- 1.7. Preconstruction Meeting: Schedule and host the preconstruction meeting which shall include, but not be limited to, the following stakeholders:
 - 1.7.1. Selected City of Napa staff;
 - 1.7.2. City's design engineer;
 - 1.7.3. Contractor and listed sub-contractors;
 - 1.7.4. Utility companies; and
 - 1.7.5. Adjacent property owners.

EXHIBIT A: SCOPE OF WORK (CONTINUED)

Task 2 (Construction Management Services)

- 2.1. Project Coordination and Correspondence: Act as liaison between City and the Contractor by fulfilling Project coordination and correspondence roles which shall include, but not be limited to, the following:
 - 2.1.1. Serve as facilitator to coordinate any work among the City, Contractor, design engineer, environmental sub-consultants, outside permitting agencies, adjacent property owners, utility companies, and/or related parties;
 - 2.1.2. Maintain communication with City's representative and any applicable agency and/or party;
 - 2.1.3. Review all Contractor correspondence, coordinate with applicable parties as required, and prepare and submit responses accordingly;
 - 2.1.4. Conduct weekly (or as necessary) construction contract coordination meetings with the Contractor, and take notes and distribute meeting summaries to applicable stakeholders;
 - 2.1.5. Maintain contract files indexed and organized in a pre-determined and systematic manner, subject to approval by the City. All records shall be organized using City file structure, as well as submitted electronically upon Project completion;
 - 2.1.6. Manage all day-to-day aspects of horizontal directional drilling including provision of daily/weekly inspections, weekly Project reports, meeting minutes, as-built record drawing updates, etc., throughout the duration of the Project (all changes made through Project completion shall be submitted to the design engineer for final as-built record drawing documentation);
 - 2.1.7. Provide construction document management and control.
- 2.2. Schedule Management, Progress Meetings and Reporting: Review the Contractor's baseline construction schedule to adequately track activities, resources, durations, etc.
 - 2.2.1. Review work progress as compared to the Contractor's baseline schedule and notify of slippage;
 - 2.2.2. Obtain Project updates from the Contractor and maintain actual work progress as affected by weather delays, change orders, unforeseen circumstances, etc.;
 - 2.2.3. Continually monitor Project progress and work with Contractors to identify areas where activities are slipping, and make suggestions to assist in bringing work back on schedule (if necessary) to ensure previously established timelines are met;
 - 2.2.4. Work with a Contractor to update the Project schedule, as needed;
 - 2.2.5. Assist the City in negotiating time extensions due to any delay;
 - 2.2.6. Prepare a weekly progress report for City that describes key issues and cost and time statuses, and ensure that the Contractor maintains a Project schedule of sufficient detail to determine entitlement in the event of a claim.
- 2.3. Payment Recommendations: Assist the City with review and recommend approval of progress payments, using the City's standard pay estimate forms.
 - 2.3.1. Review Contractor's initial schedule of values for reasonableness and ease of monitoring;
 - 2.3.2. Make estimations of percent completion against original bid items and assist the Contractor to resolve any differences in perceived percent completion rates;

EXHIBIT A: SCOPE OF WORK (CONTINUED)

- 2.3.3. Prepare progress payment requests, assist the City with negotiating differences over a previously specified amount, and process payments through the City's representative (Note: progress payment requests shall be traceable and cross-referenced to source documents that are field measured or calculated quantities).
- 2.4. Submittals Management: Inform and assist the City with the review and approval of submittals.
 - 2.4.1. Receive, stamp, and log submittals (including shop drawings), review (and/or distribute for review as necessary), and approve;
 - 2.4.2. Monitor the review and return of submittals to Contractor;
 - 2.4.3. Develop a submittal distribution list to identify parties responsible for review and acceptance;
 - 2.4.4. Actively monitor and manage submittals to ensure submittal due dates are met, and inform responsible party of impending submittal due dates;
 - 2.4.5. Enforce the "Buy America" provisions of the contract.
- 2.5. Requests for Information (RFI): Inform and assist the City with response and closure of RFIs.
 - 2.5.1. Receive, process, and monitor RFIs from Contractor;
 - 2.5.2. Prepare responses to RFIs related to construction issues;
 - 2.5.3. Transmit design-related RFIs to Design Engineer and copy City Representative;
 - 2.5.4. Conduct meetings with Contractor and other parties, as needed, to discuss and resolve RFIs.
- 2.6. Construction Observation/Inspection Services: Ensure compliance with the intent of the approved plans, specifications, and estimate (PS&E) documents, permits, agreements, and required outside agency mitigation measures.
 - 2.6.1. Assist in managing access to the construction site to minimize City staff interaction with the Contractor;
 - 2.6.2. Advise onsite logistics throughout the construction phase;
 - 2.6.3. Maintain awareness of safety and health requirements of the contract provisions for protection of the public and Project personnel;
 - 2.6.4. Provide inspectors for day-to-day, on-the-job observation/inspection of work, who shall make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor to ensure contract provisions are being fulfilled;
 - 2.6.5. Prepare daily inspection reports documenting observed construction activities;
 - 2.6.6. Issue weekly statements of working days per Caltrans format;
 - 2.6.7. Take progress photographs and file accordingly;
 - 2.6.8. Monitor winter weatherization of construction site in accordance with the approved erosion and sediment control plan;
 - 2.6.9. Ensure Contractor compliance with all environmental aspects including NEPA and CEQA requirements, archaeologic, biological, cultural, etc., and resource agency permits (approved documents provided by the City);
 - 2.6.10. Mark up a field blue-line set of drawings to incorporate Contractor record drawing markups;

EXHIBIT A: SCOPE OF WORK (CONTINUED)

- 2.7. Contract Change Orders (CCOs): Perform change order administration and actively keep the City informed on potential scope creep, impending change orders, and change order tracking.
 - 2.7.1. Obtain City approval of all change order requests;
 - 2.7.2. Issue proposed change orders to Contractor;
 - 2.7.3. Maintain a log of proposed change orders;
 - 2.7.4. Negotiate change order costs and time extensions and make recommendations to the City;
 - 2.7.5. Identify actual and potential problems associated with the construction project and consult with the Design Engineer and City Senior Engineer to implement solutions;
 - 2.7.6. Prepare CCOs related to construction issues based on drawings, specifications, and other design information from Design Engineer and City Senior Engineer;
 - 2.7.7. Prepare recommendations to accompany CCO documents and forward to City Senior Engineer for review and approval;
 - 2.7.8. Provide close inspection and documentation of CCO work;
 - 2.7.9. Evaluate and process extra work bills and balancing CCOs submitted by the Contractor;
 - 2.7.10. Incorporate approved change orders into the progress payment breakdown.
- 2.8. Labor Compliance: Verify Contractor's compliance with labor laws including conducting worker interviews and verifying certified payrolls, equal employment statutes, and non-discriminatory employment practices outlined in applicable Federal, State, and Municipal codes.
- 2.9. Claims Management: Assist the City with potential claims avoidance and conflict resolution at the lowest possible level.
 - 2.9.1. Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status with respect to the Contractor's schedule;
 - 2.9.2. Analyze additional compensation claims that are submitted during the construction period and prepare responses;
 - 2.9.3. Evaluate cost reduction incentive proposals and provide recommendations to City Senior Engineer for acceptance or denial.

Task 3 (Environmental Compliance and Monitoring Services)

- 3.1. Biological Monitoring: Provide a biologist on an as-needed basis in order to ensure compliance with all required biological mitigation measures and best management practices. The City intends to construct the Project between February 1 and August 31 and, thus, expects to enact nesting bird avoidance best management practices that could include, but not be limited to, the following:
 - 3.1.1. Conduct a pre-construction survey for nesting birds at least seventy-two (72) hours prior to construction;
 - 3.1.2. Survey all areas extending 250 feet beyond the City's active construction sites;
 - Note: If a nest is found, surveys shall consist of multiple days of observations and shall consist of at least two (2) hours of pre-construction monitoring of the nest(s) to characterize typical bird behavior.
 - 3.1.3. Establish a buffer to comply with the Migratory Bird Treaty Act (MBTA) and Fish and Game Code 3503, as required;

EXHIBIT A: SCOPE OF WORK (CONTINUED)

- 3.1.4. Provide confirmation that nesting birds are not exhibiting signs of unusual or distressed behavior, as well as ensure established buffers remain in effect until young have fledged or abandoned the nest. Any sign of nest abandonment shall be reported to the City and the California Department of Fish and Wildlife within 48 hours.
- 3.2. Compliance Reporting: Compose a final report documenting completion of all NEPA and CEQA project compliance monitoring.

Task 4 (Post-construction Services)

- 4.1. Post-construction Management: Assist the City with post-construction Project acceptance including preparation of punch lists, review and approval of substantial completion, along with coordination of final acceptance between the Contractor, Design Engineer, and City.
 - 4.1.1. Prepare punch lists, and coordinate and conduct the final inspection;
 - 4.1.2. Develop and recommend for approval the Contractor's final payment and release of retention;
 - 4.1.3. Prepare the Notice of Completion;
 - 4.1.4. Work with the City's design engineer to rectify any discrepancies between record drawings kept by on-site personnel and the Contractor;
 - 4.1.5. Provide one copy of "as-built" record drawings to the City's design engineer;
 - 4.1.6. Organize and transmit all Project files to the City;
 - 4.1.7. Prepare a Project report, which shall include the following:
 - Financial summary of the construction contract;
 - Summary of Project change orders;
 - Any daily and/or weekly reports on the general contractor, sub-contractor, et al.

The selected CM Firm shall provide all necessary professional services required to perform successful construction management that is consistent with the staffing criteria below.

Staffing Criteria, Key, and As-needed Personnel

The City's representative will be actively involved with the CM during all phases of construction. While the City expects the selected CM firm to serve as the primary point of contact for all matters concerning the construction contractor(s), the City's representative will attend and participate in construction meetings, and conduct site visits, contract strategy/change order entitlement discussions, etc.

The City reserves the right to require additional services within the bounds of normal construction management activities. If circumstances develop which necessitate change(s) within the key personnel roster, the CM Firm shall submit information on qualified replacement candidates, including resumes, work history, etc. No personnel shall be removed or replaced without the City's prior approval. The City reserves the right to remove personnel and/or pre-approve the proposed substitutes.

EXHIBIT A: SCOPE OF WORK (CONTINUED)

Proposers shall be responsible for forecasting staffing levels based on available plans and specifications. The expected project duration is eight (8) months. In the event of a slowdown in construction activities due to inclement weather, permit mandates, utility work, and/or Contractor's schedule, etc., onsite inspectors/monitors may have to be reduced to cover active construction/monitoring activities.

Proposers are encouraged to make suggestions to further define the scope of services to achieve the City's objectives.

Services to be provided by City

- Assistance during system shutdown operations.

EXHIBIT "B"

COMPENSATION RATES AND CHARGES

Cost Proposal - City of Napa Public Works Department
 Consultant: Alta Engineering Group, Inc.

Project: Request for Proposals for Construction Management - Horizontal Directional Drilling (HDD) Project, Highway 29 Water Main Freeway Crossings

Task No.	Personnel	Hr. Rate	Feb 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	Sept 2017	Total hrs.	Total Costs
Task No. 1 - Pre-Construction Services (Constructability Review, Review & Analyze Bids)												
	Biological Monitoring	\$ 130.00	6								6	\$ 780.00
	HDD Engr. Geologist	\$ 135.00	20								20	\$ 2,700.00
	HDD Specialist	\$ 190.00	40								40	\$ 7,600.00
	Resident Engineer	\$ 170.00	40								40	\$ 6,800.00
	Project Manager	\$ 190.00	6								6	\$ 1,140.00
											0	\$ -
											0	\$ -
											Subtotal	\$ 19,020.00
Task No. 2 - Construction Management Services												
	Biological Monitoring	\$ 130.00									0	\$ -
	HDD Engr. Geologist	\$ 135.00	50	30	30	30	30	30	20		500	\$ 67,500.00
	HDD Specialist	\$ 190.00	20	20	20	10	10	20			100	\$ 19,000.00
	Resident Engineer	\$ 170.00	30	30	30	30	30	70	20		490	\$ 83,300.00
	Project Manager	\$ 190.00		4	4	4	4	4			20	\$ 3,800.00
											0	\$ -
											0	\$ -
											Subtotal	\$ 173,600.00
Task No. 3 - Environmental Compliance & Monitoring Services												
	Biological Monitoring	\$ 130.00	10		10	10	10				40	\$ 5,200.00
	HDD Engr. Geologist	\$ 135.00									0	\$ -
	HDD Specialist	\$ 190.00									0	\$ -
	Resident Engineer	\$ 170.00									0	\$ -
	Project Manager	\$ 190.00									0	\$ -
											0	\$ -
											0	\$ -
											Subtotal	\$ 5,200.00
Task No. 4 - Close Out, As-Built Drawings and Acceptance by City of Napa, and Reimbursement of Funds by FEMA and the State												
	Biological Monitoring	\$ 130.00							3		3	\$ 1,040.00
	HDD Engr. Geologist	\$ 135.00						10	20		30	\$ 4,050.00
	HDD Specialist	\$ 190.00									0	\$ -
	Resident Engineer	\$ 170.00						10	30		90	\$ 15,300.00
	Project Manager	\$ 190.00							6		6	\$ 1,140.00
											0	\$ -
											0	\$ -
											Subtotal	\$ 21,530.00
GRAND TOTAL											\$ 219,350.00	

Task No. 3 - Environmental Compliance & Monitoring Services (Contingency Task if There are Nesting Birds)												
	Biological Monitoring	\$ 130.00	3	15	15	15	15	15	15		90	\$ 12,740.00
	HDD Engr. Geologist	\$ 135.00									0	\$ -
	HDD Specialist	\$ 190.00									0	\$ -
	Resident Engineer	\$ 170.00									0	\$ -
	Project Manager	\$ 190.00									0	\$ -
											0	\$ -
											0	\$ -
											Subtotal	\$ 12,740.00

Compensation to the Consultant for Construction Support Services is based on an hourly basis and shall include all hours reasonably necessary to carry out Notes:

Assumes construction will start and be complete in 2017

Assumes a 7 month construction duration.

Assumes Construction is complete without unforeseen delay or suspension.

The hourly rate also includes vehicles, cell phones, personal safety equipment, and hand tools required to perform the job.

The hourly rates do not include other items such as administrative services such as document deliveries which are billed with a 10% administration mark-up.

EXHIBIT "C"
CERTIFICATE OF CONSULTANT

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the President, and a duly authorized representative of the firm of Alta Engineering Group, Inc., whose address is 1 Ave. of the Palms, Suite 109, San Francisco, CA 94134 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.

June 20, 2017
Date

Lynette Obervich
Signature