DATE: September 9, 2019

TO: Honorable Mayor and Members of the City Council through City Manager

FROM: Dan St. John, F.ASCE – Director, Public Works and Utilities
       Dan Herrera, P.E. – Senior Civil Engineer, Public Works and Utilities

SUBJECT: Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Engineering Services for the South Petaluma Sewer Model Development and Capacity Assessment

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Engineering Services for the South Petaluma Sewer Model Development and Capacity Assessment.

BACKGROUND

The City of Petaluma operates and maintains roughly 200 miles of wastewater lines and operates nine sewer pump stations in providing sanitary sewer collection services. Sewer flows are collected and pumped through the system to the Ellis Creek Water Recycling Facility for treatment and disposal. As a requirement of the California State Water Resources Control Board (SWRCB), the City is required to develop and update bi-annually a Sewer System Management Plan (SSMP). While the SSMP is needed to satisfy state requirements, it also provides valuable input in development of the wastewater capital improvement program to ensure the City’s sewer infrastructure is meeting operational needs and is proactively maintained. This SSMP outlines improvements needed to address capacity issues, reduce inflow and infiltration (I/I) and sewer overflows during storm events, and maintain the sewer collection system in a sustainable condition.

An integral part of the City’s sewer system infrastructure is the C Street Pump Station which delivers wastewater from the southwestern quadrant of the City across the Petaluma River. This pump station has recently shown capacity issues which has resulted in sanitary sewer overflows in the downtown and southern region of the City. Staff has recommended a Capital Improvement Project (CIP) to address the capacity issues of the pump station. An important first step to determining a viable solution to the problem is having a well-developed SSMP and sewer model that shows the constraints and capacity issues of the sanitary sewer system.
The City has developed several sewer planning documents in the past. They include: The Sanitary Sewer Capability Study and Master Plan developed in 1985; a sewer management plan completed in 2009; and the current SSMP as required by the state was completed by City Staff in 2016 and updated in 2018. The past SSMP was limited in scope but met initial state requirements. This effort will expand the effort for a more comprehensive modeling and monitoring of system performance.

Previously, the City solicited an RFP for the engineering and design services to develop a new City of Petaluma Sewer Master Plan. The project included flow monitoring recommendations, hydraulic modeling, identification of capacity constraints, analysis of system conditions, prioritization of rehabilitation needs, and recommendations of a prioritized capital improvement program. In the RFP selection process, after careful consideration, reference checks, review of similar project deliverables, and review of cost proposals, RMC Water and Environment, now Woodard & Curran, was recommended as the firm best suited to perform these services. Eight criteria identified in the RFP were used by the selection committee to determine the most qualified proposal, including overall proposal, project scope and comprehension, project management approach, technical approach, project team, schedule of hours, resumes of team members with relevant work experience, and estimated schedule. Due to budget considerations at the time, it was decided to not move forward with the project. Although the project was halted, the City has maintained communications with the Woodard & Curran in the event the project would return for consideration.

The proposed action meets Council Objective: “Preserve and protect Petaluma’s environment with smart and efficient use of resources.”

**DISCUSSION**

The SSMP is planning tool with recommended guidelines from the SWRCB. A vital component and requirement of the plan is the system evaluation and capacity assurance plan (CAP). This CAP includes a capital improvement plan that provides hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm/wet weather event. The plan will guide the City in implementing projects that ensure the sewer system has enough capacity to meet high flow events and reduces the occurrences of sanitary sewer overflows (SSOs). The current SSMP includes this system evaluation and CAP, but it was prepared based on the information and hydraulic modeling from the Sewer Master Plan that was developed in 1985. The CAP is using outdated information, and as a result, even though the City has implemented several sewer system upgrades and capacity increasing projects, the City still experiences SSOs during high rainfall events. These almost annual overflow events show the City’s current CAP needs updating to meet state requirements and better protect our environment. A new hydraulic model and capacity assurance plan needs to be developed in order to ensure the City follows the state board requirements and implements projects to eliminate SSOs.

A new hydraulic model and sewer system capacity study was included in the City’s previous RFP for a new Sewer Master Plan. Woodard & Curran’s expertise in the field, and previous
selection in the City’s RFP process for a new Sewer Master Plan, make them the ideal candidate to assist the City in completing a new state board compliant CAP.

City Staff met with representatives from Woodard & Curran to discuss the project and solicit an updated proposal for a new hydraulic model and capacity assessment. A new proposal was submitted and reviewed and found meet the City’s requirements. It is recommended that Woodard & Curran provide engineering services to develop a new hydraulic model and capacity assessment to prepare a new Capacity Assurance Plan to meet state board requirements. The services include the following: data collection and review, flow monitoring, hydraulic model development, capacity report and plan preparation. The proposed scope of work is included in Attachment 2.

The schedule for the pump station improvements includes flow monitoring in Winter 2020 with complete model and assessment completion by Summer 2020.

**FINANCIAL IMPACTS**

The engineering and design services will be performed on a time and materials basis not to exceed $155,000. The total proposed budget for this project (C66502042) is shown in the approved FY 19/20 CIP Budget as $283,000 which is for Planning/Environmental and Design purposes.

The project will be funded through the Wastewater Capital Fund.

<table>
<thead>
<tr>
<th>C Street Pump Station and Collection Area Upgrades CIP C66502042</th>
<th>FY 19/20 Adopted Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning and Environmental</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>Design</td>
<td>$ 220,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$ -</td>
</tr>
<tr>
<td>Construction Management</td>
<td>$ -</td>
</tr>
<tr>
<td>Contingency</td>
<td>$ -</td>
</tr>
<tr>
<td>CIP Overheads</td>
<td>$ 3,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 283,000</strong></td>
</tr>
</tbody>
</table>

**Funding Source**

| Waste Water | $ 283,000 |
| **Total** | **$ 283,000** |

**ATTACHMENTS**

1. Resolution
2. PSA Agreement
RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE SOUTH PETALUMA SEWER MODEL DEVELOPMENT AND CAPACITY ASSESSMENT

WHEREAS, the City of Petaluma wishes to develop a new hydraulic model and capacity assessment to prepare a new Capacity Assurance Plan to meet state board requirements and update the City’s Sanitary Sewer Management Plan (“Project”); and

WHEREAS, this Project requires the services of a quality professional civil engineering design firm familiar with similar projects; and

WHEREAS, the City of Petaluma had circulated a Request for Proposals for the development of Sewer Model and Master Plan; and

WHEREAS, the proposals received were reviewed and evaluated for qualifications; and

WHEREAS, Woodard & Curran’s ability to produce quality work on civil engineering projects has been demonstrated in Northern California municipalities; and

WHEREAS, based on the criteria outlined in the previous Requests for Proposals, staff determined that Woodard & Curran was the most qualified of the consultants who responded to deliver the civil engineering design services modeling experience necessary for the Project; and

WHEREAS, staff recommends the City execute a Professional Services Agreement with Woodard & Curran for civil engineering design services in order to complete a sewer model and capacity assurance plan to satisfy requirements of the state mandated Sewer System Management Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Petaluma hereby authorizes the City Manager to execute a Professional Services Agreement for civil engineering design services with Woodard & Curran the South Petaluma Sewer Model Development and Capacity Assessment in the amount not to exceed $155,000.
PROFESSIONAL SERVICES AGREEMENT
South Petaluma Sewer Model Development and Capacity Assessment
(Title of Project)

FY 19/20  Fund #  Cost Center  Object Code  Project #  C66502942  Amount $155,000.00
For multi-year contracts or contracts with multiple accounts:

FY  Fund #  Cost Center  Object Code  Project #  Amount $
FY  Fund #  Cost Center  Object Code  Project #  Amount $
FY  Fund #  Cost Center  Object Code  Project #  Amount $
FY  Fund #  Cost Center  Object Code  Project #  Amount $
FY  Fund #  Cost Center  Object Code  Project #  Amount $

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of _______________, 20__ ("Effective Date"), by and between the City of Petaluma, a municipal corporation and a charter city ("City") and Woodard & Curran, a Engineering ("Contractor") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A" attached hereto and incorporated herein ("Services").

2. **Compensation: Business Tax Certificate.**
   A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
   B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
   C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed $155,000.00 without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
   D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
E. City’s obligation to pay compensation to Contractor as provided herein is contingent upon Contractor’s performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.

3. **Term.** The term of this Agreement commences on the Effective Date and terminates on 6/30/2020, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City’s documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. **Termination.** City may terminate this Agreement without cause upon ten (10) days’ written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor’s bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.

5. **Contractor’s Representation: Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.

7. **Licenses, Permits, Etc.** Contractor shall, at Contractor’s sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor’s obligations pursuant to this Agreement.

9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done, and materials furnished, if any, shall be subject to
inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the City’s request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor’s performance of the Services.

11. **Confidentiality.** In the course of Contractor’s employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.

12. **Conflict of Interest.** Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City’s Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City’s Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor’s performance of the Services.

13. **Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor’s profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor’s profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.

15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.

16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with
the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor’s failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.

18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit C, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.

19. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City:  
City Clerk  
City of Petaluma  
Post Office Box 61  
Petaluma, California 94953  
Phone: (707) 778-4360  
Fax: (707) 778-4554  
Email: cityclerk@ci.petaluma.ca.us

And:

Public Works & Utilities Department
Attn: Dan St. John  
202 N. McDowell Blvd  
Petaluma CA, 94954  
Phone: (707) 778-4546  
Fax: (707) 206-6034  
Email: dstjohn@ci.petaluma.ca.us

Contractor:  
Woodard & Curran  
Attn: David L. Richardson  
2175 North California Blvd.  
Walnut Creek, CA 94596  
Phone: (925) 627-4138  
Fax:  
Email: drichardson@woodardcurran.com

21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.

22. **Indemnification.** To the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnites”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnites.
The Contractor’s obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Contractor’s inability to evaluate Liability, or because the Contractor evaluates Liability and determines that the Contractor is not or may not be liable. The Contractor must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor’s acceptance of tender, Contractor agrees to fully reimburse all costs, including but not limited to attorney’s fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

The Contractor waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Contractor arising out of or in connection with the Services or Contractor’s failure to comply with any of the terms of this Agreement. The defense and indemnification obligations of this Agreement shall no way be limited by, the insurance obligations that apply to this Agreement pursuant to Section 23.

Notwithstanding the foregoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor’s duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor’s duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

23. **Insurance.** Contractor shall comply with the “Insurance Requirements for Contractors” in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City’s failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
25. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

28. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

30. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

32. **Contractor's Books and Records.**
   
   A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
   
   B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
   
   C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
D. Where City has reason to believe that such records or documents may be lost or
discarded due to dissolution, disbandment or termination of Contractor's business,
City may, by written request by any of the above-named officers, require that
custody of the records be given to the City and that the records and documents be
maintained in Petaluma City Hall. Access to such records and documents shall be
granted to any party authorized by Contractor, Contractor's representatives, or
Contractor's successor in interest.

33. **Headings.** The headings used in this Agreement are for convenience only and are not
intended to affect the interpretation or construction of any provisions herein.

34. **Survival.** All obligations arising prior to the termination or expiration of this Agreement
and all provisions of this Agreement allocating liability between City and Contractor
shall survive the termination or expiration of this Agreement.

35. **Entire Agreement.** This Agreement, including the exhibits attached hereto and
incorporated herein, constitutes the entire agreement between the Parties with respect to
the Services, and supersedes all prior agreements or understandings, oral or written,
between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and
year first above written.

CITY OF PETALUMA

__________________________________________
City Manager

ATTEST:

__________________________________________
City Clerk

APPROVED AS TO FORM:

__________________________________________
City Attorney

CONTRACTOR

By ______________________________
Name Sr. Vice President
Title

2755 N. California Blvd, Suite 315
Address Wallet Creek CA 94596
City State Zip

01-0363222

0269751 License # L-0954119

Petaluma Business Tax Certificate Number
Via Electronic Mail

June 19, 2019

Kent Carothers
City of Petaluma
202 N. McDowell Blvd
Petaluma, CA 94954

Re: South Area Model Development and Capacity Assessment

Dear Kent,

Per your request, the following presents our proposed scope of services and estimated budget for developing a model to evaluate sewer system capacity issues in the area south of the Petaluma River (upstream of the C Street Pump Station) and in the gravity sewer leading to the Pond Influent Pump Station (referred to as the “South Area” in this scope of work). We will work with your staff to make sure the model will meet Regional Water Board and EPA requirements, and will identify any existing capacity deficiencies and propose potential solutions for this area. It is understood that this scope will result in development of a model that can be further expanded to be used for a future collection system master plan.

Scope of Work
Based on our understanding of the City’s needs, Woodard & Curran proposes the following Scope of Work:

Task 1 – Project Management
Woodard & Curran recognizes communication and coordination with the project team members from the City as key factors in the success of this project to meet the project schedule within the proposed budget. Items included under this task to assure successful project delivery include regularly prescheduled team meetings and/or conference calls to share information and discuss project progress. The following activities are included:

- **Kickoff Meeting.** Woodard & Curran will conduct a kickoff meeting with the City staff to discuss the project scope, approach, schedule and assumptions, communications protocol and initial data needs for moving forward with the master planning activities.

- **Progress Meetings.** In addition to frequent contact via email and telephone, Woodard & Curran will participate in periodic progress meetings with the City to discuss progress, findings, outstanding issues and next steps. At a minimum, project status meetings will be held with City staff following completion of each major task to discuss findings and any review comments of draft deliverables.

- **Progress Reporting.** Woodard & Curran will prepare monthly progress reports to summarize project activities and budget/schedule status.

**Deliverables:**
- Agendas and meeting minutes for the kickoff meeting and project progress meetings.
- Monthly invoices and project progress reports.

**Assumptions:**
- Three project meetings (including Kickoff) at City offices, in addition to telephone conference calls as needed.
Task 2 – Data Collection & Review
Woodard & Curran will review existing information related to the sewer system as provided by the City. The information may include relevant reports, maps, facility information and other required data including but not limited to:

- Sewer maps and GIS files.
- Record drawings for sewer projects as needed for model development.
- Pump station as-built drawings and operating information (pump models, type, and capacities, pump curves, on/off operating levels);
- Available flow and rainfall data, and pump station SCADA data;
- Latest County parcel GIS files and database (e.g., tax assessors database containing APN, address, use code, dwelling units, and building square footage);
- Available customer billing data and/or recent winter water use data by parcel;
- The City’s design standards.
- Cost data from previous sewer construction projects.

Woodard & Curran will review the data in order to become familiar with the City’s sewer system and its operation, and assess the information available for preparing the Master Plan. For any data that is not available but critical, Woodard & Curran will recommend an approach for obtaining the information or making use of existing data, and will discuss this approach with the City.

**Deliverables:**
- Data Request List

Task 3 – Flow Monitoring
Flow monitoring will be conducted to quantify dry and wet weather flows in the system and to calibrate the sewer system hydraulic model. This task involves the following activities:

**Subtask 3.1 Develop Flow Monitoring Plan**
Woodard & Curran will develop a plan for temporary flow monitoring in the sewer system, including proposed flow monitoring and rain gauge locations. The monitoring plan will be designed to isolate major sewer drainage basins and subbasins in the system and confirm flows in major trunk sewers. Woodard & Curran will request assistance from the City if verification of system configuration is needed to define the meter locations (e.g., where existing mapping is not clear, or confirmation of flow direction at flow splits is needed).

**Subtask 3.1 Conduct Flow Monitoring**
After the City’s approval of the flow-monitoring plan, Woodard & Curran’s flow monitoring subconsultant, ADS Environmental Services (ADS), will conduct a reconnaissance of the flow monitoring sites to confirm the locations are appropriate for monitoring from the standpoint of hydraulic conditions, safety, and access. ADS will also determine the appropriate meter type for the specific hydraulic conditions at each site (all gravity flow meters will be area-velocity type, capable of recording both flow depth and velocity). ADS will install, calibrate and maintain the flow meters and rain gauges for up to two months during the rainy season and remove the flow meters at the end of this monitoring period. Woodard & Curran will review flow monitoring site reports to confirm final flow meter locations and will periodically review the flow monitoring data during the flow monitoring period to check data quality and consistency. ADS will provide final electronic data files (15-minute data) at the conclusion of the monitoring.

Analysis of the flow monitoring data to quantify infiltration/inflow (I/I) and develop design flows is an integral part of model calibration and will be conducted as part of Task 4.
Deliverables:
- Flow monitoring plan including proposed meter and rain gauges sites and meter tributary areas.
- Flow monitoring data.

Assumptions:
- The flow monitoring budget assumes five (5) area-velocity flow meters and one (1) recording rain gauges are installed for a period of two months during the 2019/20 rainy season.
- If needed, City to provide ADS additional traffic control services at locations requiring more than ADS’ standard traffic control services (typically, 1 arrowboard or flashing vehicle beacon, 2 signs and 18 cones).
- City to pay all local licenses and any permits fees, as required. No fee permits is preferred.
- If sewer line is dirty and/or debris is evident, City to jet clean sites to minimize hydraulic deficiencies, or an alternate location will be selected.
- City to indicate any known information concerning bypasses, overflows, critical surcharge areas, and maintenance habits that may impact the flow monitoring sites.

Task 4 – Model Development

A hydraulic model of the City’s trunk sewer system will be developed to quantify flows in the system and identify capacity constraints and improvement needs. It is anticipated the model will be developed in InfoWorks ICM, which has advanced capabilities for constructing and validating the model efficiently, better hydraulic capabilities for assessing highly interconnected systems and systems subject to pump station backups, and more calibration options for assessing system response to rainfall. As an optional task (see Task 8), Woodard & Curran can export into a SWMM based network for import into Civil3D Storm Sewer Analysis Model, although modeling of pump stations will be limited.

The modeled sewer network will include at a minimum all sewers 10-inches and larger in the South Area and critical smaller diameter pipes, including those that serve areas of significant size, are downstream of larger diameter sewers, or could provide alternate conveyance paths. The model will also include the gravity main downstream of the C Street Pump station and any other pump stations and force mains discharging into the gravity main (assumed to include Wilmington, Payran, and Copeland pump stations). Other gravity sewers will only be included if they are also included in the City’s existing Civil 3D Storm Sewer Analysis model.

Subtask 4.1: Existing Model Loads
Woodard & Curran will review existing parcel, customer billing and water use data, land use type, number and type of dwelling units, etc as available to determine if the information is sufficient for estimating existing wastewater flows. The exact methodology to be used to develop model loadings will depend on the format and completeness of available parcel-based data. If sufficient data is not available to generate loadings on a parcel basis, then census data or land use mapping may be used for this purpose. The City will identify any commercial, industrial, and/or institutional users which may contribute significantly greater unit flows than typical average rates.

Future wastewater loads will not be estimated as part of this project.

Subtask 4.2: Network Development
This subtask includes the following activities:

- Construct and Validate Model Network. Woodard & Curran will develop a hydraulic model for the sewer system that will be used to assess potential capacity constraints under the model loads developed as part of Subtask 4.1. The model will be developed using the City’s GIS data, which includes, at a minimum, manhole and pipe locations, manhole IDs, pipe diameters and lengths. Manhole rim and pipe invert elevations needed for the model will be obtained from the City’s GIS (see optional Task 7 for extraction of elevation data from the City’s sewer map), and supplemented with available data from the City’s existing AutoCAD based hydraulic model, the 1996 I/I Study report or Hydra model (if available), and from record drawings where
necessary. Following the construction of the model database, a QA/QC process called “model validation,” will be used to verify the data before beginning any model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g., negative pipe slopes, outlet pipe invert elevations higher than inlet invert elevations etc.). Missing or suspect data will be identified for resolution by City. At the end of the project, a dataset of connectivity errors (e.g. incorrect node IDs referenced in the gravity sewer shapefile) will be provided to the City.

- **Delineate Subbasins and Populate Model.** Woodard & Curran will review and refine (further subdivide) the City’s subbasin boundaries (as initially defined for the flow monitoring plan in Task 3) and assign the model loads and flow factors developed as part of Subtask 4.1 to the subbasins.

**Subtask 4.3: Model Calibration**

Woodard & Curran will run the model under existing conditions and compare the computed dry weather and wet weather flow hydrographs to observed flow monitoring data and SCADA data. Modeling parameters such as unit flow rates, diurnal curves, and infiltration/inflow (I/I) factors will be adjusted as needed to achieve a reasonable match for modeled to metered flows. Calibration will be performed for the 5 temporary flow meters, as well as for metered flow data at Wilmington, Payran, Copeland, C Street, and Pond Influent pump stations.

**Deliverables:**
- Hydraulic model files, and data exported to GIS (at completion of project).

**Assumptions:**
- City to populate GIS database with extracted invert and rim elevations, unless optional Task 7 is included in the project.

**Task 5 – Capacity Assessment**

**Subtask 5.1: Develop Flow and Capacity Criteria**

Woodard & Curran will propose appropriate design and hydraulic criteria to be used for assessing the capacity of existing sewer facilities and sizing new facilities, including pipe friction factors, maximum flow depth to diameter (d/D) ratios, minimum and maximum velocities, slopes, and depth of cover, and pump station reliable capacity. In developing criteria to be used for the Master Plan, Woodard & Curran will review the City’s existing design criteria as compared to industry standards and standards used by other agencies. Woodard & Curran will also propose an appropriate design storm to be used for assessing system capacity, and criteria for evaluating the performance of the system under the design event (e.g., acceptable level of surcharge) that reflects the City’s desired level of service and risk acceptance. The proposed criteria will be reviewed and discussed with City staff.

**Subtask 5.2: Identify Capacity Deficiencies**

Using the hydraulic model and based on the criteria established in Subtask 5.1, Woodard & Curran will evaluate the performance of the existing sewer system under existing dry and design wet weather flows. Capacity deficiencies will be identified based on the performance criteria established in Subtask 5.1. Thematic maps and hydraulic gradeline plots will be prepared to present the identified capacity problem areas. Capacity of pump stations other than the C Street pump station will not be assessed as part of this study.

**Subtask 5.3: Develop Potential Improvements**
This subtask includes the following activities:

- **Development of Alternatives and Preliminary Solutions.** Using an iterative simulation process and engineering judgment, Woodard & Curran will develop and test solutions to identified capacity deficiencies. Solutions may include upsizing or paralleling existing pipes, consolidating flows in new sewers or existing sewers with available capacity, implementing flow diversions at critical locations, or sewer rehabilitation to reduce I/I. Woodard & Curran will also consider sewer rehabilitation needs as identified under Task 6, as well long-term maintenance needs, in developing alternatives. Based on preliminary model results and discussion with City staff, the alternatives will be refined and focused on the most viable solutions for more detailed project development.

- **Analysis of Proposed Solutions.** Woodard & Curran will evaluate potential improvement projects in further detail including reviewing aerial images. The purpose of these investigations will be to confirm the suitability of pipeline alignments and identify any design, constructability, permitting, or environmental issues that could potentially be “fatal flaws” or that should be considered in project development. Woodard & Curran will develop planning level cost estimates based on the most viable construction method for each potential solution for the identified deficiencies.

**Deliverables:**

- Thematic maps and hydraulic gradeline plots of predicted capacity deficiencies to be presented at a progress workshop.

**Task 6 – Technical Memorandum**
This task includes development of draft and final technical memorandums documenting the results of the work performed.

**Subtask 6.1: Draft Technical Memorandum (TM)**
Woodard & Curran will incorporate the findings and recommendations of the project into a Draft TM. This plan will document the methodology and assumptions used to develop the hydraulic model, the recommended performance and design criteria, analyze the model results and develop the recommended capacity improvements and sewer rehabilitation/replacement program CIP.

**Subtask 6.2: Draft Technical Memorandum**
Woodard & Curran will prepare a Final TM based on City’s review comments on the Draft TM.

**Task 7 – GIS Data Extraction (Optional)**
The current GIS dataset does not include any elevation data. Under this optional task, data from the City’s scanned sewer map will be added to GIS within the model extent for import into the model. The fee estimate assumes data extraction for approximately 300 manholes.

**Task 8 – Civil 3D Sewer Storm Model Conversion (Optional)**
As an optional task, the model can be converted to a Civil 3D Sewer Storm model format, along with brief documentation describing the scenarios included in the model conversion.
Schedule
It is anticipated that the flow monitoring would occur during January to March 2019 wet weather period, with a draft TM completed by summer 2020. A more detailed schedule will be developed in coordination with the City at the beginning of the project.

Budget
We anticipate the cost required for completing this scope of work is $155,000, with optional tasks totaling $15,000, broken down as shown in the attached table.

Please do not hesitate to call us should you have any questions or desire additional information. We look forward to continuing our work in supporting the Town with its long-term water and wastewater planning.

Sincerely,

WOODARD & CURRAN

David L Richardson
Principal-in-Charge & Project Manager

Attachment:
Fee Estimate
## Fee Estimate

### City of Petaluma

#### South Area Model Development and Capacity Assessment

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Labor</th>
<th>Outside Services</th>
<th>ODCs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management &amp; Communications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Meetings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Meetings</td>
<td>12</td>
<td>$660</td>
<td>0</td>
<td>$660</td>
</tr>
<tr>
<td>1.2 Progress Reporting and Invoicing</td>
<td>2</td>
<td>$100</td>
<td>0</td>
<td>$100</td>
</tr>
<tr>
<td>Subtotal Task 1</td>
<td>14</td>
<td>$760</td>
<td>0</td>
<td>$760</td>
</tr>
<tr>
<td>Data Collection &amp; Review</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Data Collection &amp; Review</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Subtotal Task 2</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Flow Monitoring</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 Flow Monitoring</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Task 3</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Model Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 Model Loads</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>4.2 Network Development</td>
<td>16</td>
<td>$800</td>
<td>0</td>
<td>$800</td>
</tr>
<tr>
<td>4.3 Model Calibration</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Subtotal Task 4</td>
<td>32</td>
<td>$1,600</td>
<td>0</td>
<td>$1,600</td>
</tr>
<tr>
<td>Capacity Assessment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 Identify Capacity Deficiencies</td>
<td>12</td>
<td>$600</td>
<td>0</td>
<td>$600</td>
</tr>
<tr>
<td>5.2 Develop Potential Improvements</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Subtotal Task 5</td>
<td>20</td>
<td>$1,000</td>
<td>0</td>
<td>$1,000</td>
</tr>
<tr>
<td>Technical Memorandum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1 Technical Memorandum</td>
<td>4</td>
<td>$200</td>
<td>0</td>
<td>$200</td>
</tr>
<tr>
<td>6.2 Final Technical Memorandum</td>
<td>4</td>
<td>$200</td>
<td>0</td>
<td>$200</td>
</tr>
<tr>
<td>Subtotal Task 6</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Optional Task 7: GIS Data Extraction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1 Data Extraction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Task 7</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Optional Task 8: Convert Model to SWMM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.1 Model Conversion to SWMM + Documentation</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
<tr>
<td>Subtotal Task 8</td>
<td>8</td>
<td>$400</td>
<td>0</td>
<td>$400</td>
</tr>
</tbody>
</table>

Total without Optional Tasks: $118,726, $32,650, $32,650, $35,915, $150, $165, $154,904

Optional Tasks TOTAL: $18,015

Total with Optional Tasks: $136,741, $50,665, $50,665, $51,870, $165, $181, $170, $189,969

1. The individual hourly rates include salary, overhead and profit.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
3. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

May 14, 2018
EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor’s performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor’s agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

Coverage shall be at least as broad as:
✓ Insurance Services Office Commercial General Liability coverage:
  a. Personal injury;
  b. Contractual liability.
✓ Insurance Services Office form covering Automobile Liability (any auto).
✓ Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
✓ Professional Liability/Errors and Omissions
□ Crime/Employee Blanket Fidelity Bond
□ Property Insurance against all risks of loss to any tenant improvements or betterments.
□ Pollution Liability Insurance
□ Garage Liability
□ Garagekeepers Insurance
□ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
□ Abuse or Molestation Liability Coverage

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:
✓ General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
✓ Products/Completed Operations: $1,000,000 per occurrence/aggregate.
✓ Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
✓ Employer’s Liability: Bodily Injury by Accident - $1,000,000 each accident.
  Bodily Injury by Disease - $1,000,00 policy limit.
  Bodily Injury by Disease - $1,000,000 each employee.
✓ Professional Liability/Errors and Omissions: $1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
Crime/Employee Blanket Fidelity Bond - $1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of $1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).

All Risk Property Insurance: Full replacement cost.
Pollution legal liability with limits no less than $1,000,000 per occurrence or claim and $2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

Garage Liability: $1,000,000 per occurrence.
Garagekeepers Insurance: $1,000,000 per occurrence.
Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than $1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property” coverage of the City may be endorsed onto the Consultant’s Cyber Liability as covered property as follows:

2. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of the Consultant.

3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.

Abuse or Molestation Liability Coverage: $1,000,000 per occurrence; $2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.
City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City’s failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

2. Primary and Non-Contributory: For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer’s liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker’s compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.

7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma’s own insurance or self-insurance shall be called upon to protect it as a named insured.
E. Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

F. Verification of Coverage
NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.
EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO
CITY OF PETALUMA LIVING WAGE ORDINANCE
PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance ("Ordinance"), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an "Agreement") between the City of Petaluma ("City") and/or the Petaluma Community Development Commission ("PCDC") and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits ("covered entities").

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.

- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.
SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D:  South Petaluma Sewer Model Development and Capacity Assessment

Woodard & Curran                                    Date: 7/29/19
(Print Name of Covered Entity/Business Capacity)

By    David L. Richardson
(Print Name)

/s/    David L. Richardson
(Signature)

Its    Sr. Vice President
(Title/Capacity of Authorized Signer)

Page 2 of 3
REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE “NONE”: None

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: ______________________

Regulatory Agency or Court: ______________________

Subject Matter: ______________________

Resolution, if any: ______________________

Expected resolution, if known: ______________________