#### **REQUEST FOR PROPOSALS**

for

#### **Design Services for La Cresta Tank Replacement C67402122**



#### **CITY OF PETALUMA**

PUBLIC WORKS & UTILITIES DEPARTMENT

**Issued: April 25, 2024** 

Proposal Deadline: 4:00 PM, May 24, 2024

**Steve Worrell, P.E.**, Senior Civil Engineer sworrell@cityofpetaluma.org

#### CITY OF PETALUMA

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Attachment C: Prevailing Wage Information
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#### CITY OF PETALUMA REQUEST FOR PROPOSALS

The City of Petaluma (the "City") requests proposals from firms (individually, the "Respondent" and collectively, the "Respondents") to provide engineering and design services for the La Cresta Tank Replacement Project in Petaluma, CA.

#### 1. PROJECT BACKGROUND AND INTENT

La Cresta Tanks 1 and 2 are located on the southwest side of Petaluma, at the end of La Cresta Drive. The two (2) existing tanks are 500,000 gallons (Tank 1) and 200,000 gallons (Tank 2) respectively, and are reaching the end of their service life. The City intends to demolish both tanks, and replace them with a single new, 1 million gallon potable water storage tank, along with associated improvements to site infrastructure. A more detailed project scope of services is outlined below.

Respondents are obligated to comply with all applicable codes, ordinances, and regulations. Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform this work as well as an exemplary record of integrity. Contracts shall not be awarded to debarred, suspended, or ineligible vendors.

#### 2. OVERVIEW OF SERVICES

#### A. Summary

The City is seeking services from qualified and experienced firms with a combination of expertise and experience in domestic drinking (potable) water storage tank design, water distribution system design, and seismic requirements for water storage tanks, as well as permitting and environmental compliance of municipal drinking water distribution systems.

#### B. Form of Agreement

A copy of the City's standard Professional Services Agreement (the "Agreement") is attached hereto as **Attachment A** and incorporated herein. By submitting a proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

#### C. Scope of Services

By submitting a proposal, the Respondent represents that it is fully qualified and available to provide the Services as set forthin the Scope of Services, and, unless otherwise agreed upon, agrees to provide those Services as specified if it is awarded the Agreement.

#### **SCOPE OF SERVICES**

#### I. PROJECT MANAGEMENT

Provide project management services for quality control and administration of the work to include agenda and minutes for progress meetings, monthly invoices, progress reports and budget tracking. The Consultant shall manage its team and overall project activities consistent with the direction from the City in order to meet the project schedule and budget. The Consultant shall manage subconsultants, maintain schedule and budget, anticipate and mitigate potential issues and delays and coordinate and update the City on the overall progress of the Project. Project Management tasks will include at a minimum:

- (1) Organize and attend project progress meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Additional meetings shall be held at key project milestones and shall include, but are not limited to:
  - (a) Kick-off Meeting
  - (b) Site Visit(s) during design
  - (c) Milestone Review Meetings (30%, 60% and 90% milestones)
  - (d) Building and Planning Review Meeting
  - (e) City Council Meeting
- (2) Coordinate with Capital Improvement Program (CIP) staff, Water Field Operations staff, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for the project deliverables.

#### II. CONFIRMATION OF AS-BUILT LOCATIONS & UNDERGROUND UTILITY LOCATING

The consultant shall review the City's record drawings of prior site construction, and conduct site visits as required to understand existing utility layouts, arrangement and potential conflicts. Underground utility locating and topographical surveying services shall be included as needed to design improvements such that existing water, electrical, and communication infrastructure that is not being replaced or improved is avoided. A critical component of this project will be protecting and maintaining the City's communication infrastructure present at the site, during demolition and construction of the new tank.

#### III. DEMOLITION AND SITE IMPROVEMENT PLANS

The consultant shall prepare civil, structural, electrical, and demolition plans, specifications, and engineer's estimate of probable construction cost for the removal of the two existing tanks and replacement with a single new, 1-million-gallon nominal storage tank. The consultant shall also prepare a Preliminary Design Report narrative outlining primary design criteria, outlining key decisions made during the design process, and summarizing alternatives/options for City consideration in progressing through design development.

Plans should address the following:

- Protection in place, relocation, or installation of new communication infrastructure installed on the existing tanks.
- Domestic water supply line connection to the new tank, including associated altitude control valve, mixing inlet and isolation valves.
- Structural design of tank foundation meeting current seismic design guidelines.
- Surface preparation and recommended interior and exterior coatings
- Water tank appurtenances similar in design and operation to existing City water storage

tanks, including cathodic protection, water sampling stations, access hatches with intrusion detection and alarm, ladders, continuous railings, and lighting.

- Overflow with duckbill check valve.
- Underground utility improvements at the tank site as required to support installation of the larger tank and connection to existing water distribution pipelines.

Plans should be submitted in AutoCAD DWG and PDF format. Specifications should be prepared in alignment with CSI MasterFormat divisions and provided in both Word and PDF format. Plans and specifications shall be bid ready. The consultant should be prepared to upload plans, specifications, and documents into the City's Procore system as well as utilize this tool during design.

#### IV. DRAFT AND FINAL DELIVERABLES

The Consultant should provide plans for review and comment by the City stakeholders at 30%, 60%, and 90% design stages prior to delivering final construction documents. The Consultant will be expected to lead design review meetings associated with each deliverable milestone.

#### V. ENGINEERING SERVICES DURING CONSTRUCTION

The Consultant shall provide Engineering Services During Construction (ESDC), including bidding assistance, responding to requests for information, review of submittals, and coordination of any special inspections required as part of the tank construction. The City anticipates using a web based construction document management system (Procore) during the delivery of this project, and will require the Consultant to complete ESDC phase services within that system.

#### VI. SCHEDULE

The City intends to contract with the consultant in **the summer of 2024**. The consultant shall begin the work as soon as the Agreement with the City is executed, and adhering the following schedule outline:

o Notice to Proceed: June 2024

Design: June 2024 through – February 2025

Permitting: March 2025 – May 2025
 Construction: Beginning July 2025

#### 3. REQUEST FOR PROPOSAL PROCEDURES

#### A. Requests for Information

Questions or objections relating to the Request for Proposals (the "RFP"), the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to **Steve Worrell** at <a href="mailto:sworrell@cityofpetaluma.org">sworrell@cityofpetaluma.org</a> by 4:00 PM, May 17, 2024 (the "Request for Information Deadline"). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

#### B. Pre-Submittal Meeting

Is not required. However, all prospective firms are encouraged to contact **Steve Worrell** at <a href="mailto:sworrell@cityofpetaluma.org">sworrell@cityofpetaluma.org</a> to schedule a site visit if requested.

#### C. Submittal Instructions

PROPOSALs must be *received* by the City by or before <u>4:00 PM, May 24, 2024</u> (the "PROPOSAL Deadline"). The Respondent must submit one (1) electronic copy of the PROPOSAL via email, with subject line "PROPOSAL for Citywide Seismic Analysis Study Project." The email must include the Respondent's name, address and phone number and attach one electronic copy of the Proposal. Email PROPOSAL to:

Steve Worrell, Senior Civil Engineer, at sworrell@cityofpetaluma.org

Note that the maximum receivable email size to the City servers is approximately **20 MB.** Proposals exceeding the maximum size shall be emailed via a downloadable link.

The Respondent shall be responsible for ensuring that the City has received the PROPOSAL no later than the PROPOSAL Deadline.

#### D. Planned RFP Schedule

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the PROPOSAL Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	April 25, 2024
Pre-Submittal Meeting	N/A
Request for Information Deadline	May 17, 2024, 4:00 PM
PROPOSAL Deadline	May 24, 2024, 4:00 PM
Interviews (if requested by City)	June 3 - 7, 2024
Notice of Selection	June 10, 2024
Notice to Proceed	June 2024
Consultant Services	June 2024 – May 2025

#### E. Addenda

City reserves the right to issue addenda to modify the terms and conditions of this PROPOSAL, including modifications to the PROPOSAL Deadline or to the Attachments to this PROPOSAL. Addenda will be posted on the City's website at <a href="https://cityofpetaluma.org/bid-opportunities-2/">https://cityofpetaluma.org/bid-opportunities-2/</a>. Each Respondent is responsible for checking the City's website for addenda, and for reviewing all addenda before submitting its PROPOSAL.

#### 4. PROPOSAL REQUIREMENTS

Each PROPOSAL must be submitted in compliance with the requirements of this RFP. Each PROPOSAL must respond to the items listed below. *Clarity and brevity are preferable to volume*. Do not attach brochures or promotional materials to the PROPOSAL. PROPOSAL should not exceed 12 one-sided pages, excluding any tabs or dividers. However, resumes may be included as an appendix and not counted in the total page count. By submitting a PROPOSAL, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitutes a firm offer to enter into the Agreement with the City, and that the offer will remain open for 90 days following the PROPOSAL Deadline.

- **A. Cover Letter.** Provide a brief cover letter that includes all the following information:
  - (1) Respondent's name, address, phone number, and website address;

- (2) type of organization (e.g., corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP; and
- (5) Respondent has read and understood the insurance requirements outlined in **Attachment B**, and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

**B.** General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including the total number of employees and offices, and identify the local office that will provide the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

- **C. Experience.** Provide three (3) examples of work comparable to the services requested by this RFP, particularly with respect to services provided to other cities or public agencies. For each example provide (1) a brief description of the services provided, (2) the total project cost, (3) time period in which the services were provided, and (4) a brief statement of the Respondent's adherence to the schedule and budget for each project, and (5) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).
- **D. Project Team Staffing and Organization.** Identify proposed team members and work they have completed on similar projects; include an organizational chart. List all applicable license numbers for any license required to perform the Services. List all subconsultants including contact information and areas of expertise. Briefly describe the roles of the prime Consultant and subconsultants. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor.

Identify by name and title Respondent's Key Personnel, including the proposed principal-in-charge and project manager(s) who will be assigned to provide the Services. Include a resume for each Key Personnel identified, with his or her education, training, and experience.

**E. Proposed Scope of Work and Approach.** A scope of work shall be provided responding to and expanding on the general scope of services provided in SECTION 2, including a narrative description for each task identified in the scope of work. A description of the subtasks, which must be performed to complete the task, shall be included. All descriptions shall be of sufficient length to clearly convey that the proposer fully understands the scope of work and conveys how they

intend to approach the work.

- **F. Schedule.** Provide an estimated schedule for delivery of each project element including milestones and deliverables. The schedule will include at a minimum the following with start and completion dates:
  - Kickoff Meeting
  - Site Visit(s) and Investigations
  - 30% Design Deliverable
  - 60% Design Deliverable
  - 90% Design Deliverable
  - Final Construction Documents Deliverable
- **G. Cost Proposal.** The Respondent will perform the services stated in the contract based on the final negotiated scope of work. For this RFP, provide a Lump Sum cost proposal consistent with the Scope of Services, including any additional tasks or subtasks the Respondent deems important and appropriate to include.

The cost proposal shall include:

- A 2024-2025 rate table for its firm as well as the subconsultants.
- A listing of tasks required to accomplish the proposed scope of services;
- Labor hours for each position classification and task;
- All other reimbursable fees and expenses (noting that the City does not pay for lodging, vehicles and travel time);
- Assumptions upon which the estimate is based;
- Mark-up on other direct costs (ODC), not to exceed five (5) percent;
- The total proposed lump sum fee to complete the feasibility in its entirety.

#### 5. EVALUATION

The factors that the City will consider in evaluating the Proposals are as follows:

Completeness of Response: Responses to this RFP must be complete. Responses that do not include content addressing each of the requirements identified within the RFP and addenda will be considered incomplete and will receive no further consideration.	Pass/Fail
Conflict of Interest Statement: Discloses any financial, business or other relationship with the City of Petaluma, any clients, or any construction company that may bid on this project, and which might have an impact or financial interest upon the outcome of the construction project.	Pass/Fail
Qualifications & Experience: Relevant experience, qualifications, and technical expertise of the firm and subconsultants to conduct permitting, final design, and construction services. Recent tank design, drinking water utility, and/or tank coating projects.	1-20 points
Technical Approach & Scope of Services: Identify the technical approach to be followed by the project team. Include a detailed scope of service to be used to complete the work, and that is appropriate for all phases of the work. Scope is feasible within the timelines included in the project schedule.  Deliverables are appropriate to the scope set forth and align with project schedule.	1-30 points
<b>Team Organization:</b> Experience of the firm and key personnel designated on team providing similar services to other public agencies and municipalities. Roles of key individuals on the team, demonstration that these individuals have appropriate technical experience, and demonstration of capacity to perform volume and quality of needed work within proposed schedule.	1-30 points
<b>Project Schedule:</b> Schedule shows work completion date. Identify project timeline with major milestones and required submittals for project management. Schedule addresses all knowable phases of the project.	1-10 points
<b>References:</b> Provide a minimum of three references for similar projects.	1-10 points
Interview (If requested)	1-100 points

#### 6. SELECTION AND AWARD

- **A. Review.** PROPOSALs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the PROPOSALs will be ranked based on total scores to identify the PROPOSAL that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews, either in person or remotely, with shortlisted Respondents.
- **B.** Award. The City will award the Agreement, if at all, to the Respondent(s) that are determined by the City, acting in its sole discretion, to offer the most advantageous PROPOSAL to the City based on the City's review, as outlined above. Citystaff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondents that it determines to offer the most advantageous PROPOSAL. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at <a href="https://cityofpetaluma.org/bid-opportunities-2/">https://cityofpetaluma.org/bid-opportunities-2/</a> and which may also be emailed to each Respondent that submits a PROPOSAL.

#### 7. MISCELLANEOUS

- **A. Disclaimers and Reservation of Rights.** Upon receipt, each PROPOSAL becomes the sole property of City and will not be returned to the Respondent. EachRespondent is solely responsible for the costs it incurs to prepare and submit its PROPOSAL. The City reserves, in its sole discretion, the right to reject all PROPOSALs, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a PROPOSAL or submission of a PROPOSAL. The City reserves the right to reject any PROPOSAL that is determined to contain false or misleading information, or material omissions.
- **B.** Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.
- **C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "**Act**"), and each PROPOSAL submitted to the City is subject to disclosure as a public record, unless the PROPOSAL orany portion thereof is exempt under the Act. If a Respondent believes that any portion of its PROPOSAL is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a PROPOSAL, a Respondent agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the PROPOSALor any portions thereof.

#### Attachments:

Attachment A: Form of Agreement
Attachment B: Insurance Requirements
Attachment C: Prevailing Wage Information

Attachment D: Living Wage Acknowledgement and

#### Certification

Attachment E: Record Drawings of Existing La Cresta tanks

#### Attachment A: Form of Agreement

#### PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

Object Code

Project #

Amount \$

	For	multi-year contracts	s or contracts with mu	altiple accounts:	
FY	Fund #	Cost Center	Object Code	Project #	Amount \$
			Object Code		
FY	Fund #	Cost Center	Object Code	Project #	Amount \$
FY	Fund #	Cost Center	Object Code	Project #	Amount \$
FY	Fund #	Cost Center	Object Code	Project #	Amount \$
(cit	ty use only)	`	,		en the City of Petaluma
municipal co the "Parties"	•	charter city ("C	ity") and	, a("C	Contractor") (collective
	, the Parties en services to City		· ·		of Contractor providi

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

#### Services. 1.

FY

Fund #

Cost Center

- 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"). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 25, Amendment, of this Agreement.
- В. The Services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for City contracting, including with respect to any subsequent phase of the Services or this Agreement. The Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with the City to ensure that all contractors submitting proposals for a contract for any subsequent phase of the Services or this Agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this Agreement.

#### 2. Compensation; Business Tax Certificate.

- For the full performance of the Services as described herein, City shall compensate A. Contractor in accordance with the rates specified in Exhibit A.
- В. 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.
- Contractor shall be compensated for services in addition to those described in C. 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 \$\_\_\_\_\_ 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.
- City's obligation to pay compensation to Contractor as provided herein is E. contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
- **Term.** The term of this Agreement commences on the Effective Date, and terminates on 3. , 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. <u>Licenses, Permits, Etc.</u> 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. <u>Time.</u> 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. <u>Inspection.</u> 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. <u>Confidentiality</u>. 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.**

A. 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.
- B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
- 13. <u>Contractor No Agent.</u> Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 14. <u>Standard of Performance</u>. 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. <u>Assignment/Transfer</u>. No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
- 16. <u>Subcontractors</u>. 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. <u>Compliance With All Laws</u>. 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.

- Prevailing Wages. This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit \_\_\_\_\_, which is attached to and made a part of this Agreement.
- 19. 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 at Exhibit \_\_\_\_\_, 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 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.
- 20. <u>Discrimination</u>. 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.
- 21. 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: Phone: Fax: \_\_\_\_ Email: Contractor: Phone: \_\_\_\_ Fax: \_\_\_\_\_ Email:

- 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. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.
- 23. <u>Indemnification</u>. A. With respect to commercial general liability, 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 ("Indemnitees") 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 Contractor's performance of 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 Indemnitees.

- B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.
- C. The Contractor must respond within 30 calendar days to any tender of 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 regarding a matter subject to tender pursuant to this Agreement, in addition 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, where such matter is subject to tender pursuant to this Agreement, 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.
- D. 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.
- E. 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.
- 24. <u>Insurance</u>. 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.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

- 26. <u>Litigation</u>. 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.
- 27. <u>Construction</u>. 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.
- 28. <u>Governing Law; Venue</u>. 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.
- 29. **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.
- 30. <u>Severability</u>. 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.
- 31. **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.
- 32. <u>Mediation</u>. 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.

#### 33. 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.
- 34. **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.
- 35. <u>Survival</u>. 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.
- 36. **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	CONTRACTOR		
City Manager	By Name		
ATTEST:	Title		
City Clerk	Address		
APPROVED AS TO FORM:	City State Zip		
City Attorney	Taxpayer I.D. Number		
	Petaluma Business Tax Certificate Number		

#### Attachment B: Insurance Requirements – Exhibit B

#### **EXHIBIT B**

#### INSURANCE REQUIREMENTS - Professional Service Agreement

(NOT FOR CONSTRUCTION CONTRACTS)

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 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, or subcontractors.

#### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The City of Petaluma, its officers, officials, employees, and volunteers are to be covered as additional insureds (see D1 for further details).
- 2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. 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.

#### B. OTHER COVERAGES

Professional Liability (Errors and Omissions): Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$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, agents, 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 Status: The City of Petaluma, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- 2. **Primary and Non-Contributory**: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance and at least as broad as ISO CG 20 01 04 13 –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. This requirement shall also apply to any Excess or Umbrella liability policies.
- **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 Contractor'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. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form or insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

- 7. 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.
- 8. 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.
- 9. 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

Contractor shall furnish the City with Certificate of Insurance along with Declarations and Endorsements affecting 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. 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).

#### Attachment C: Prevailing Wage Information—Exhibit C

#### PREVAILING WAGE EXHIBIT

#### **HOURS OF WORK:**

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subconsultants shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### **WAGES**:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services.
- B. In accordance with Labor Code Section 1775, the Consultant and any subconsultants engaged in performance of the Services shall comply Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that the Consultant or any subconsultant pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of their obligations under the California Labor Code. The Consultant or subconsultant shall pay

the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subconsultant worker engaged in performance of the Services is not paid the general prevailing per diem wages by the subconsultant, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

- 1. The Agreement executed between the Consultant and the subconsultant for the performance of part of the Services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subconsultant by periodic review of the subconsultant's certified payroll records.
- 3. Upon becoming aware of a subconsultant's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for performance of the Services.
- 4. Prior to making final payment to the subconsultant, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subconsultant engaged in performance of the Services, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - 1. The information contained in the payroll record is true and correct.
  - 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, Consultant and sub-consultant shall be required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant and

any sub-consultant shall submit certified payroll records to the Department of Industrial Relations Labor Commissioner online:

https://apps.dir.ca.gov/ecpr/DAS/AltLogin.

The Consultant is responsible for ensuring compliance with this section.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subconsultants engaged in performance of the Services, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subconsultant engaged in performance of the Services to employ on the Services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

## Attachment D: Living Wage Acknowledgement and Certification Form—Exhibit D

<b>EXHIBIT</b>	

# 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.

# 

### 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.

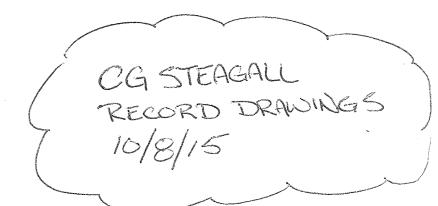
PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

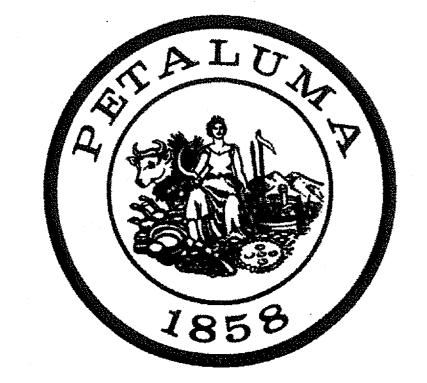
IF NONE, PLEASE STATE "NONE":
ATTACH ADDITIONAL PAGES IF NEEDED.
Date:
Regulatory Agency or Court:
Subject Matter:
Resolution, if any:
Expected resolution, if known:

#### Attachment E: Record Drawings of Existing La Cresta Tanks

# City of Petaluma, California VICTORIA LIFT STATION UPGRADE W. Haven Way and Windsor Dr.

C66501002 VOLUME 2 OF 2 OCTOBER, 2014

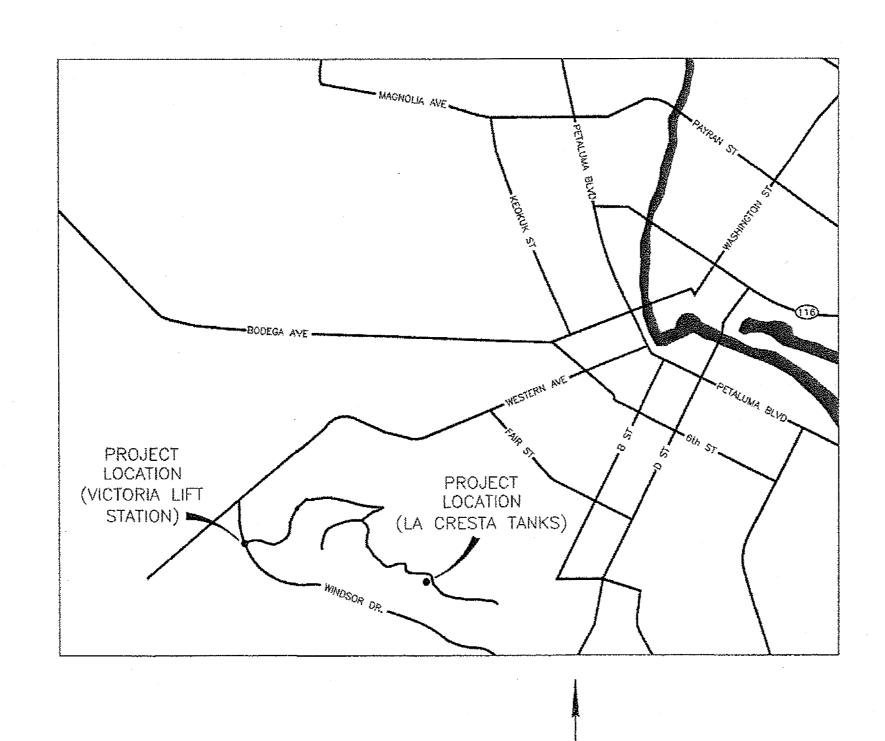




MAYOR David Glass

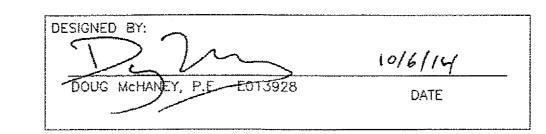
COUNCIL MEMBERS
Chris Albertson
Teresa Barrett
Mike Harris
Mike Healy
Gabe Kearney
Kathy Miller

CITY MANAGER
John Brown

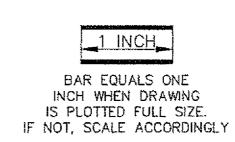


LOCATION MAP

DRAWING NO.	SHEET NO.	TITLE	
Ģ1	1	TITLE SHEET	
E1	2	LEGEND, ELECTRICAL	
E2	3	ONE-LINE DIAGRAM - DEMOLITION	
E3	4	ONE-LINE DIAGRAM - IMPROVEMENT	
E4	5	ONE-LINE DIAGRAM - INTERMEDIATE	
E5	5 6	SITE PLAN - DEMOLITION	
	ზ <del>7</del>		
<u>E6</u>	7	SITE PLAN - IMPROVEMENT	
£7	8	CONTROL DIAGRAMS	
E8.0	9	DETAILS AND ELEVATIONS — 1	
E8.1	10	DETAILS AND ELEVATIONS — 2	
E8.2	11	DETAILS AND ELEVATIONS — 3	
E8.3	12	DETAILS AND ELEVATIONS - 4	
E9	13	SCHEDULES	
E10	14	LA CRESTA TANKS - RADIO REPEATER - SITE PLAN	
<b>11</b>	15	LEGEND, INSTRUMENTATION	
12	16	BLOCK DIAGRAM	
13	17	PROCESS AND INSTRUMENTATION DIAGRAM — 1	•
14	18	PROCESS AND INSTRUMENTATION DIAGRAM - 2	
15.0	19	CONTROL DIAGRAMS - 1	
15.1	20	CONTROL DIAGRAMS - 2	
		CONTROL DIAGRAMS - 3	
15.2	21		
16.0	22	DETAILS AND ELEVATIONS - 1	
16.1	23	DETAILS AND ELEVATIONS - 2	
16.2	24	DETAILS AND ELEVATIONS - 3	
M1	25	MECHANICAL PLAN	
M2	26	VALVE AND FITTING SCHEDULE	
мЗ	27	WETWELL COVER	
M4	28	ELEVATIONS AND DETAILS - 1	
М5	29	ELEVATIONS AND DETAILS - 2	

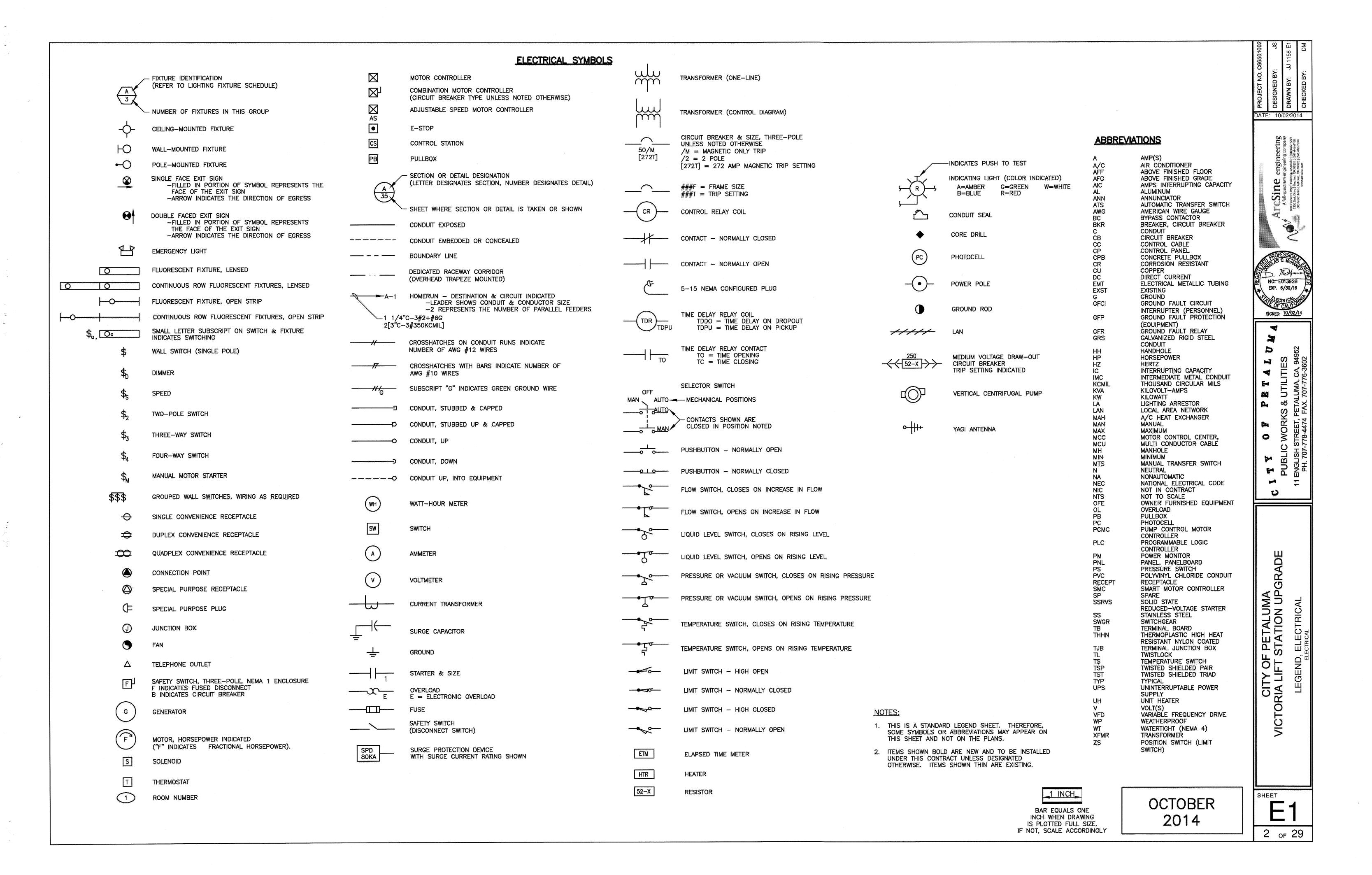


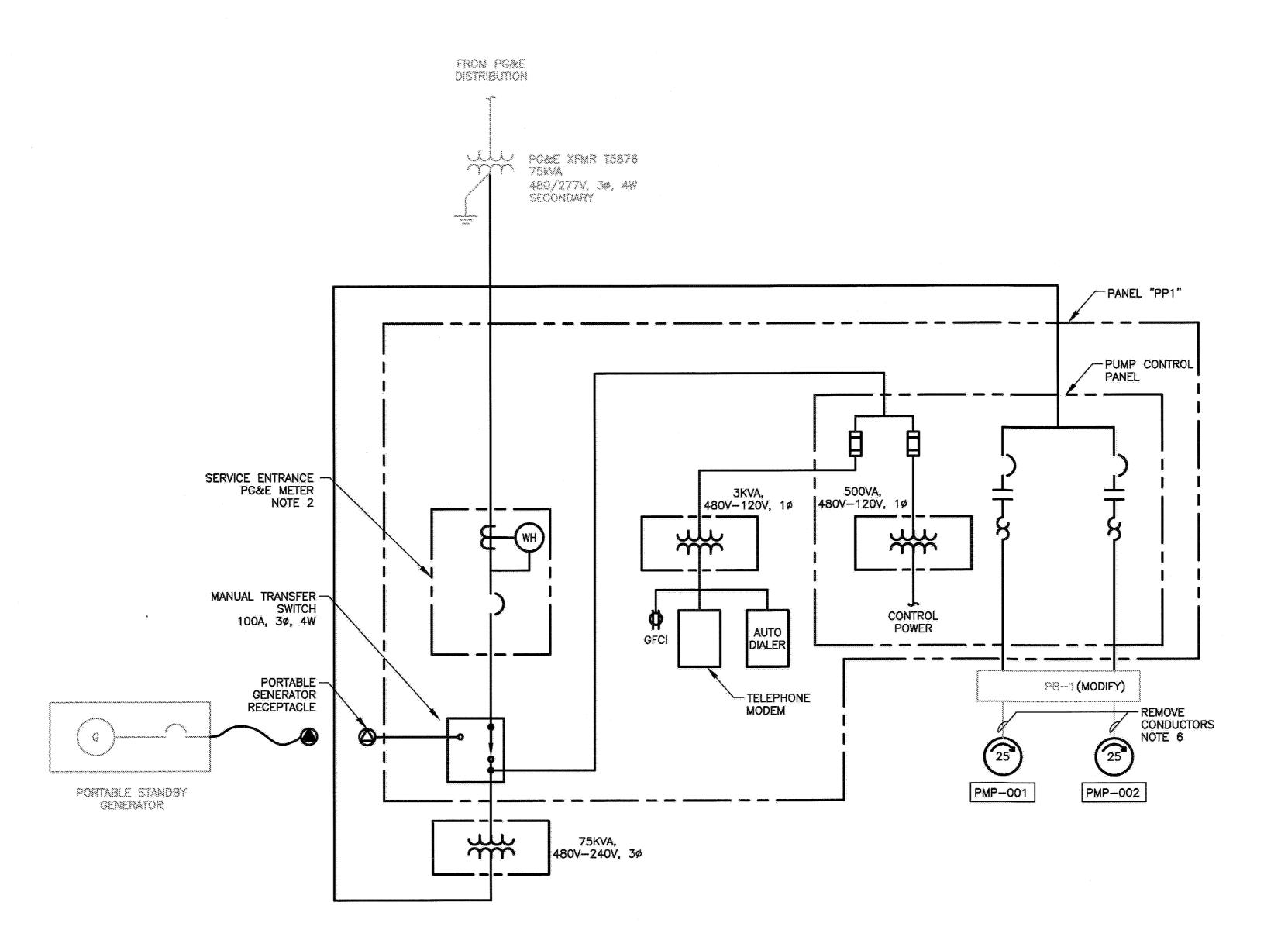
	-		111
	my Ches	 	10/6/14
PENT CA	ROTHERS, P.E	 ······	



	SIGNATURE	DATE
CITY ENGINEER	Bulking Dept- KC	
ENGINEERING MANAGER	day tim	10/6/14
FIRE MARSHAL	BD - RC	
PARKS	8 P- KC	
PLANNING	8P-4c	
POLICE	BP-KC	
OPERATIONS SUPERVISOR	Mark Fram	10/6/14

G1
1 of 29





ONE-LINE DIAGRAM - DEMOLITION

### NOTES

- SEE LEGEND AND GENERAL NOTES ON SHEET E1.
- 2. PROVIDE NEW METER BASE AND SOCKET. COORDINATE WITH PG&E FOR RE-USE OR REPLACEMENT OF SERVICE ENTRANCE
- BOLD ITEMS SHALL BE DEMOLISHED EXCEPT AS NOTED.
- SALVAGE AUTODIALER AND TELEPHONE MODEM, DELIVER TO OWNER.
- 5. FOR SEQUENCE OF DEMOLITION, IMPROVEMENT, AND CUTOVER WORK, REFER TO SPECIFICATIONS.
- CONSULT WITH THE OWNER, AND AT THE OWNER'S DISCRETION SALVAGE AND DELIVER PUMPS TO THE OWNER.

SIGNED: 10/03/2014

DATE: 10/02/2014

PUBLIC WORKS & UTILITIES

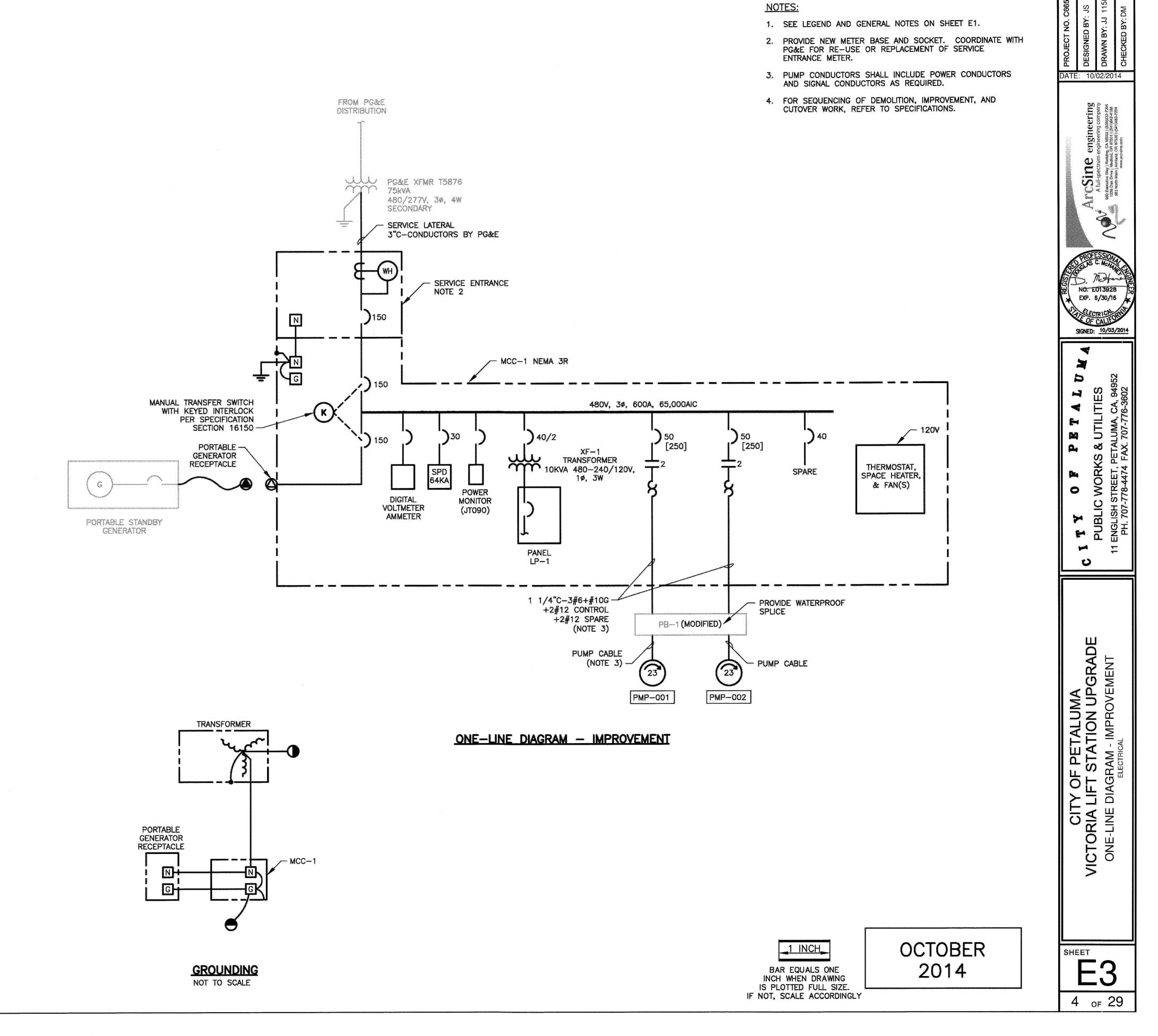
ENGLISH STREET, PETALUMA, CA, 94952

CITY OF PETALUMA
VICTORIA LIFT STATION UPGRADE
ONE-LINE DIAGRAM

BAR EQUALS ONE
INCH WHEN DRAWING
IS PLOTTED FULL SIZE.
IF NOT, SCALE ACCORDINGLY

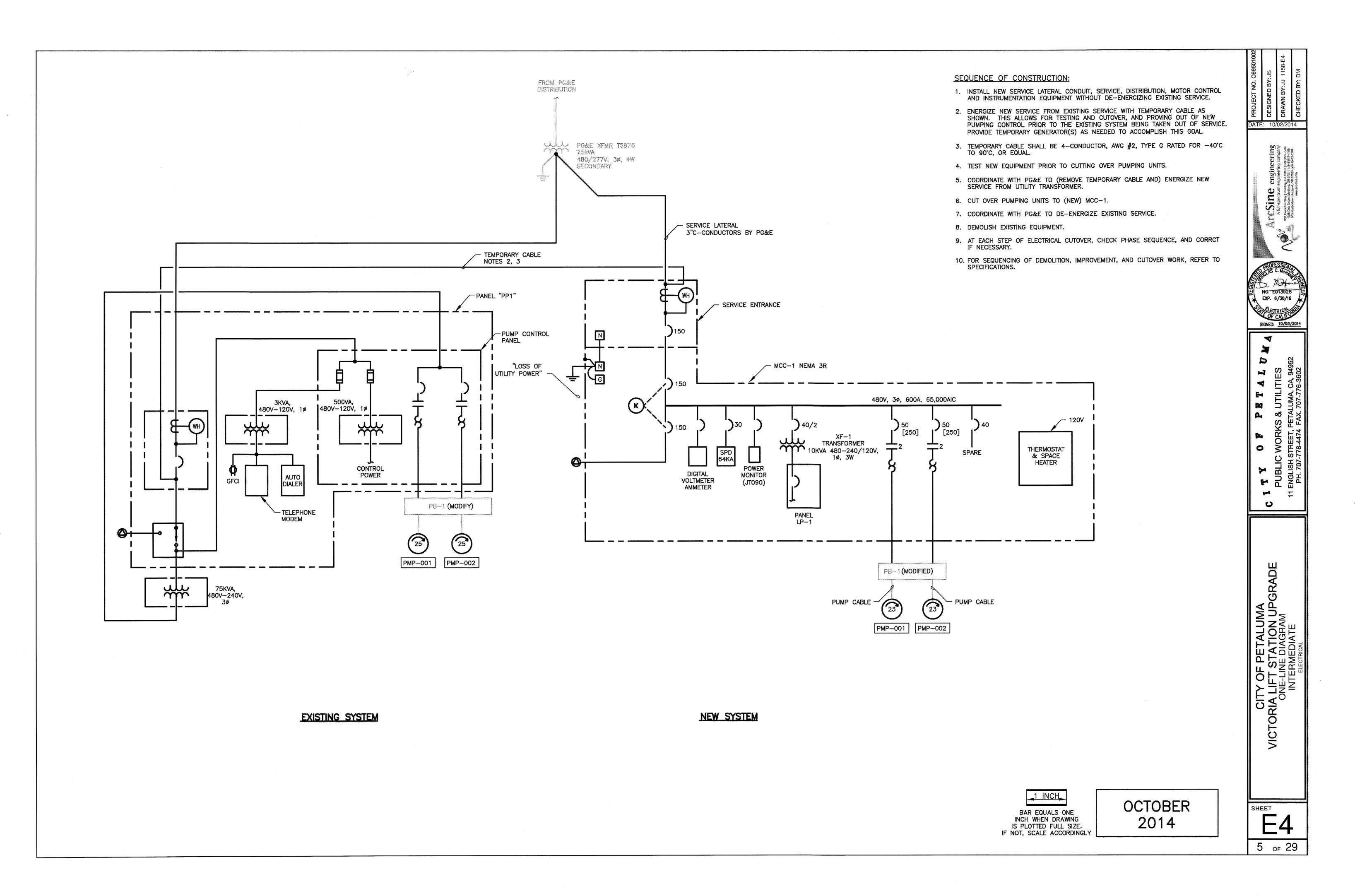
OCTOBER 2014

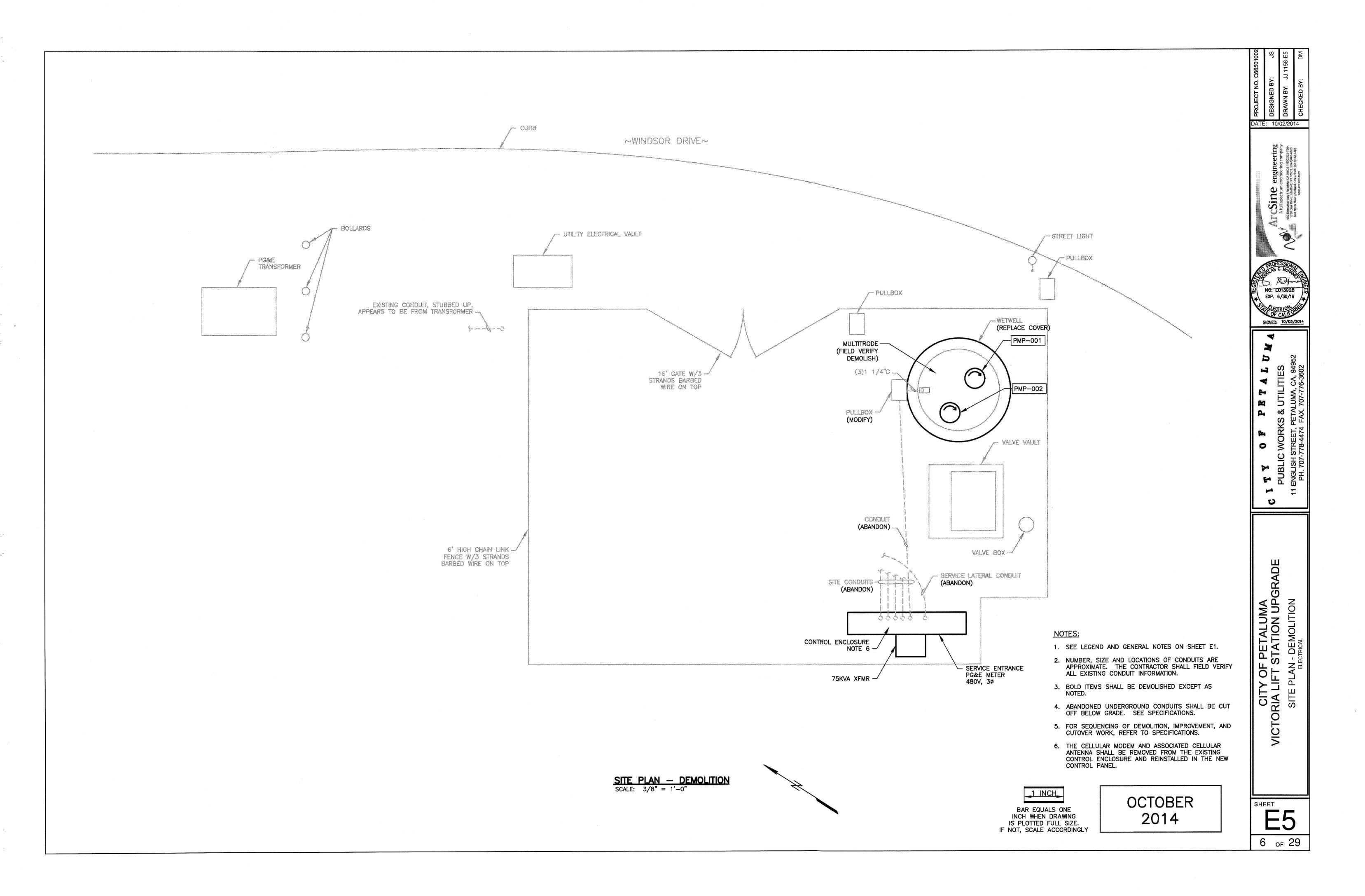
E2
3 of 29

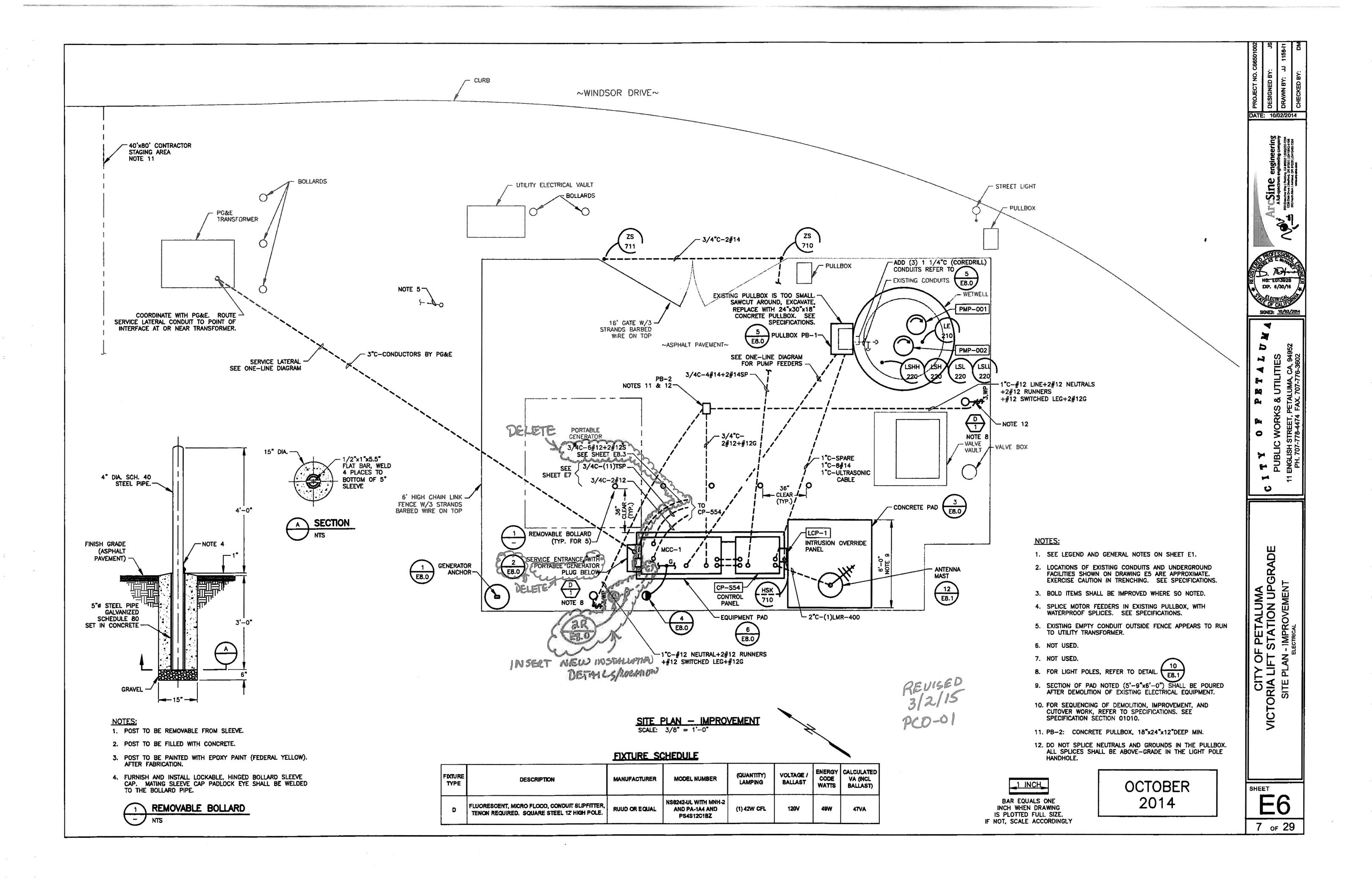


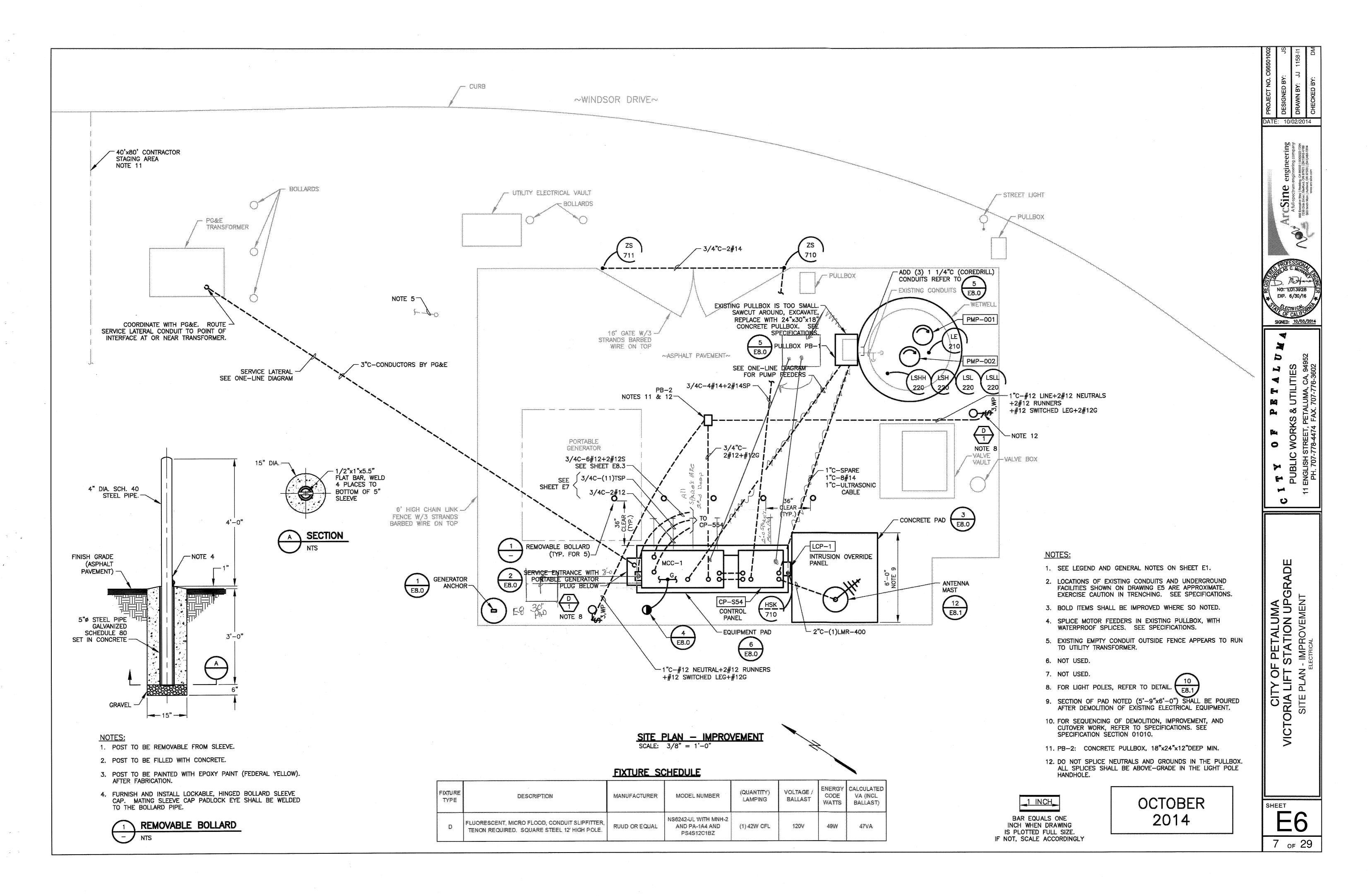
 $\frac{10 \times 1000}{480} = 20.8A$  $\frac{20.8 \times 460\sqrt{3}}{1000}$  = 17.3KVA (IF CURRENT WERE 3-PHASE) LOAD SUMMARY (2) 23 HP MOTORS  $2 \times 24.9 = 49.8 \text{KVA}$ (1) 10KVA TRANSFORMER 17.3KVA EQUIVALENT EQUIVALENT CONNECTED LOAD 67.1KVA ALLOWANCE FOR FUTURE <u>15KVA</u> DESIGN LOAD 82.1KVA  $82.1 \times 1000 = 98.8A$  DESIGN LOAD 25% OF LARGEST MOTOR AMPACITY REQUIRED

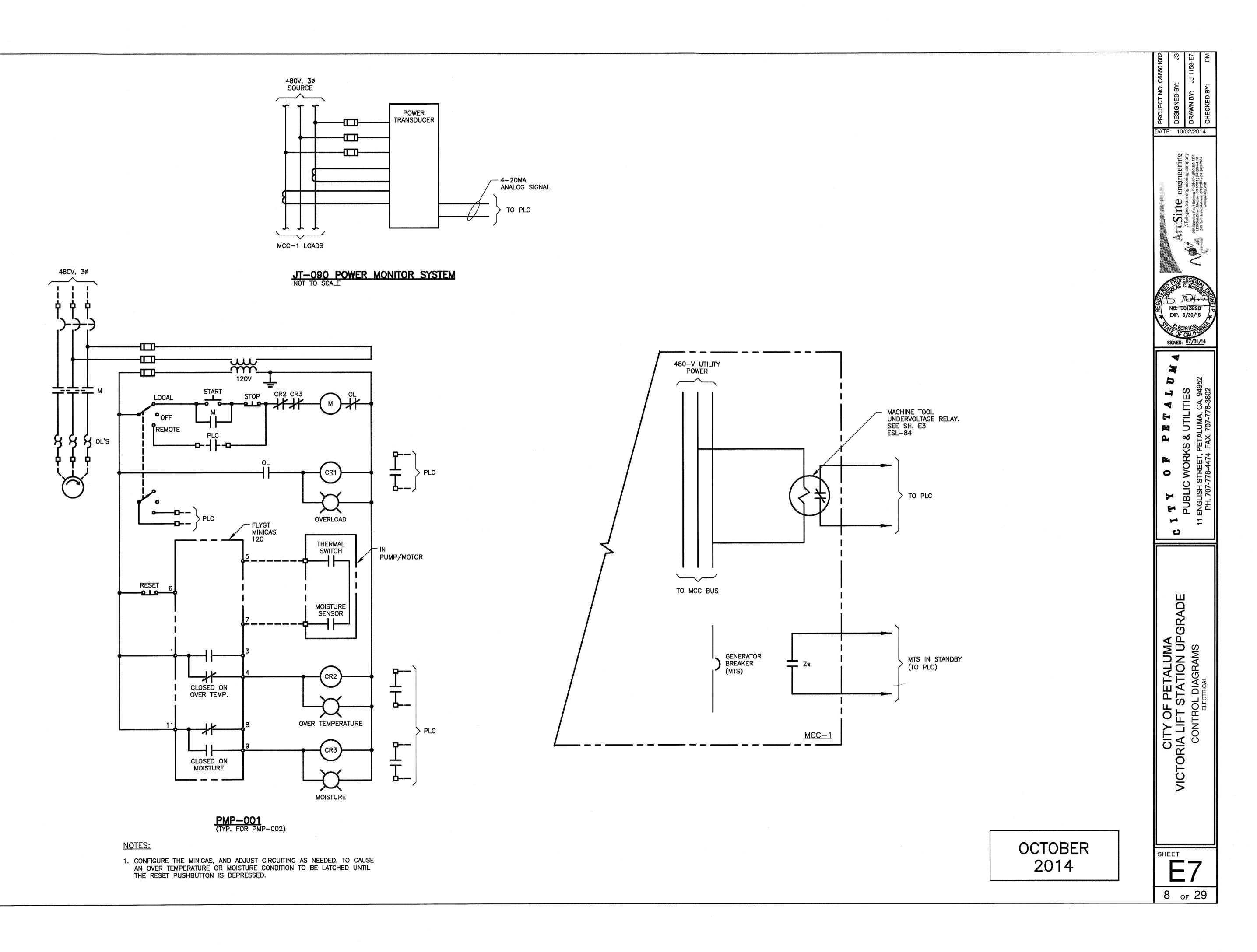
10KVA TRANSFORMER (SINGLE PHASE)

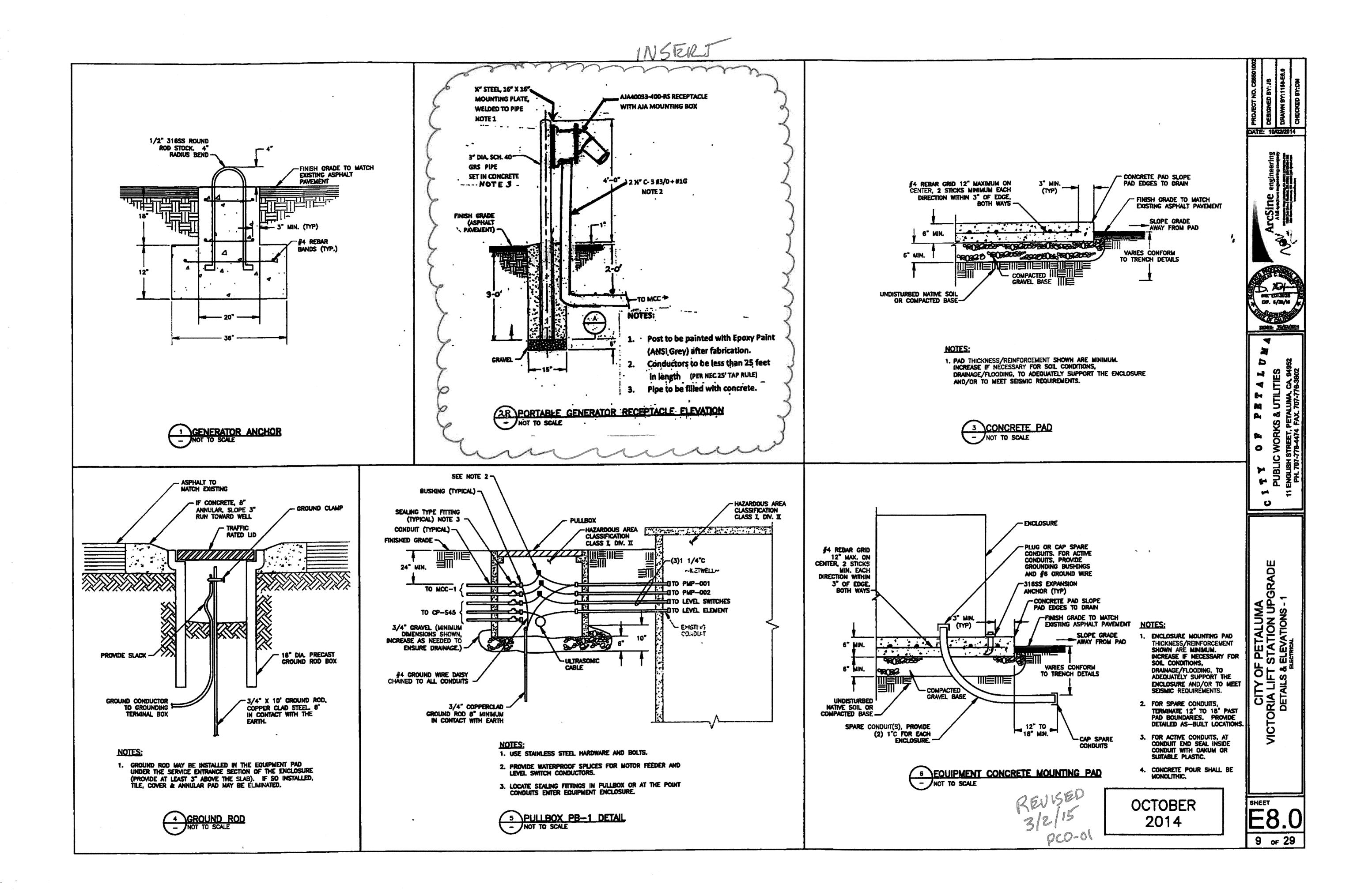


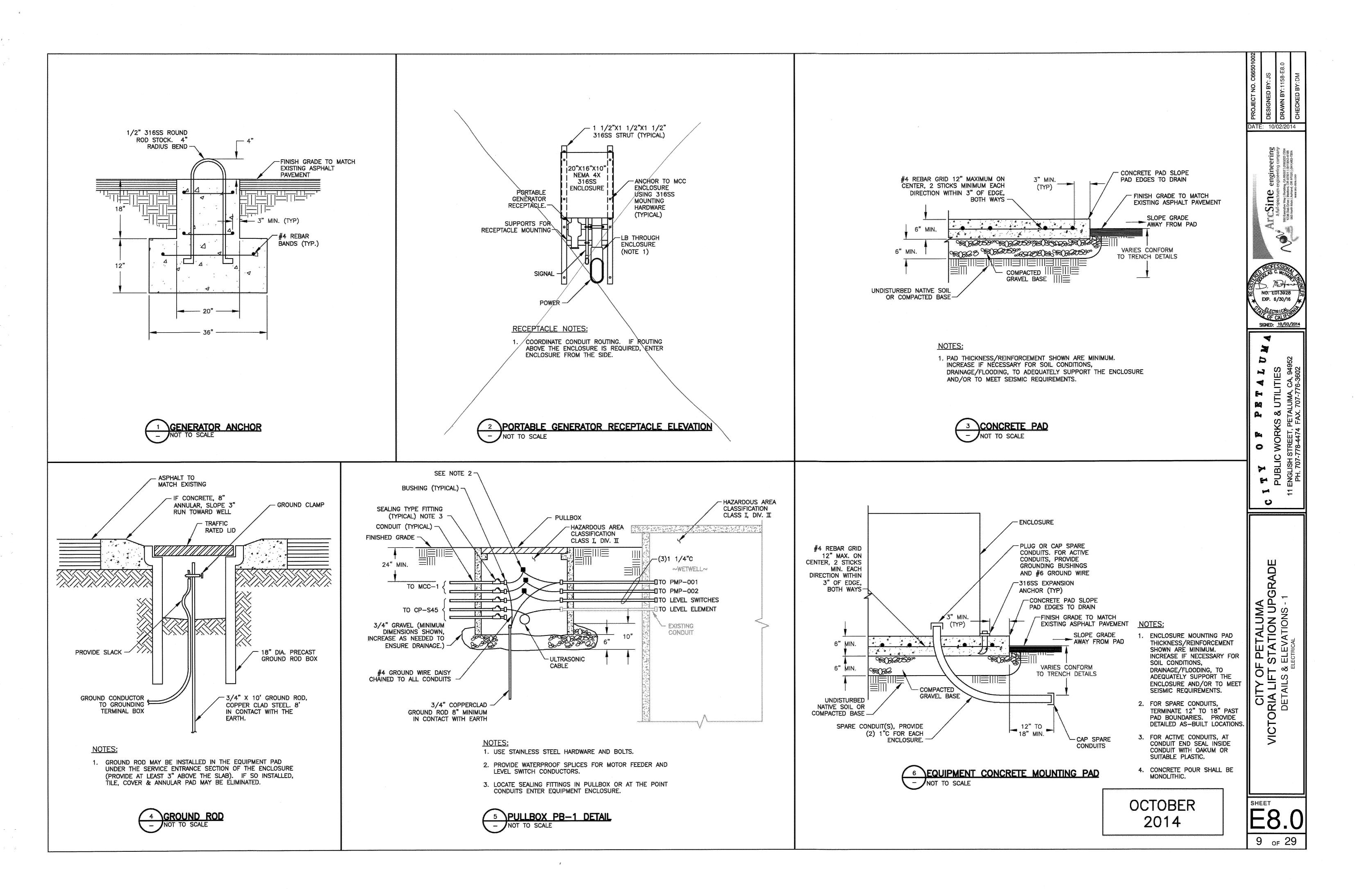


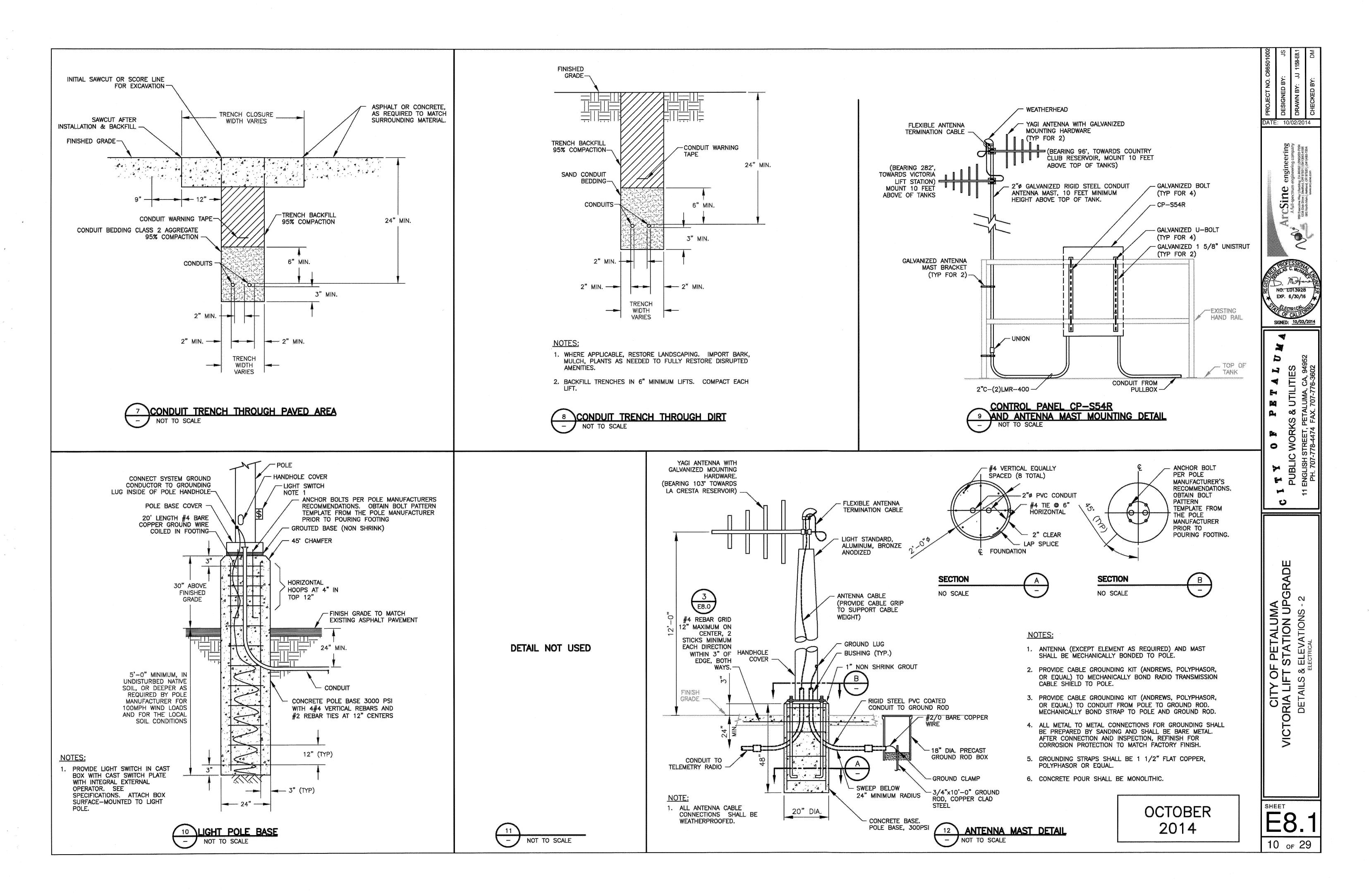


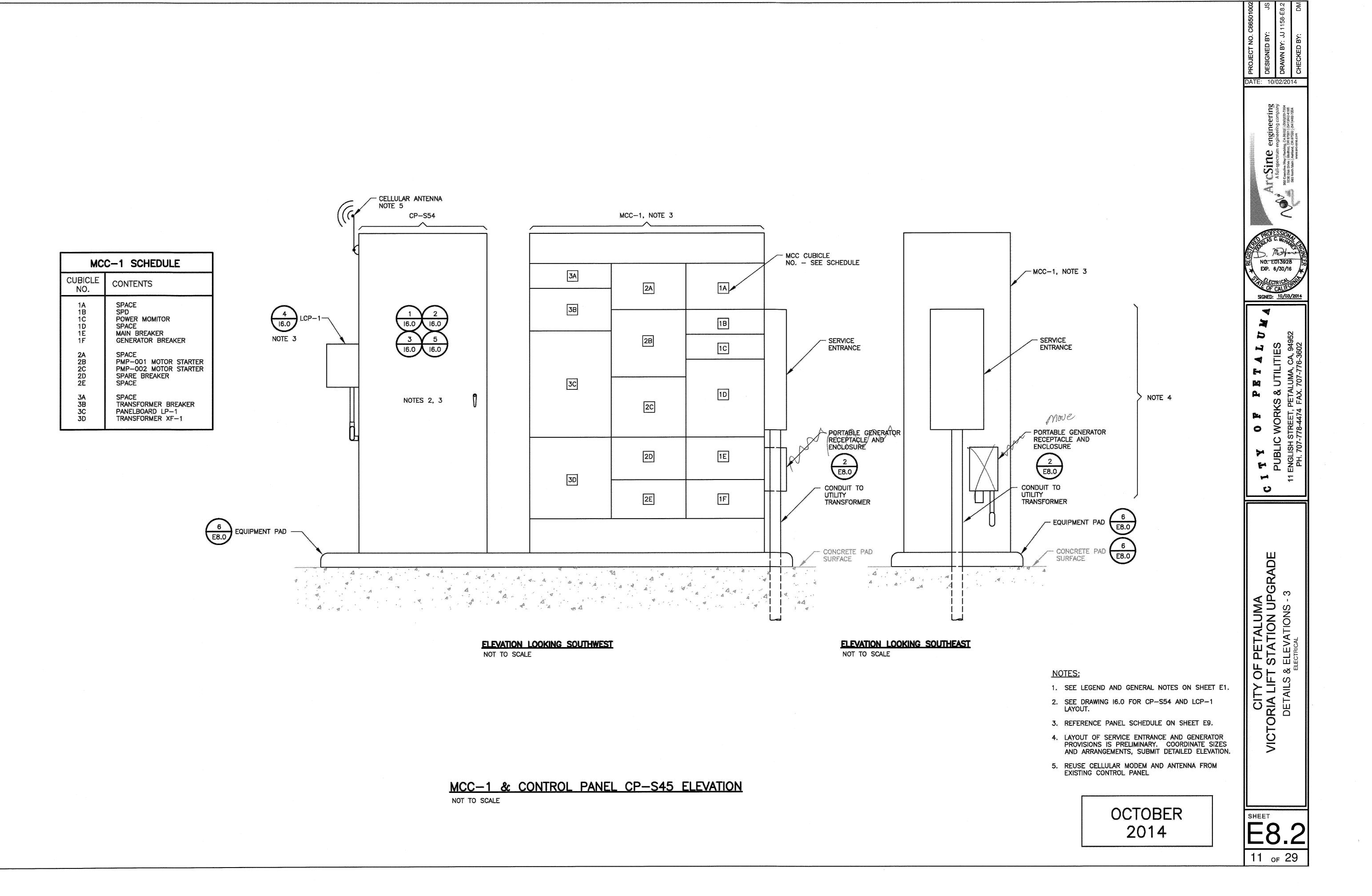


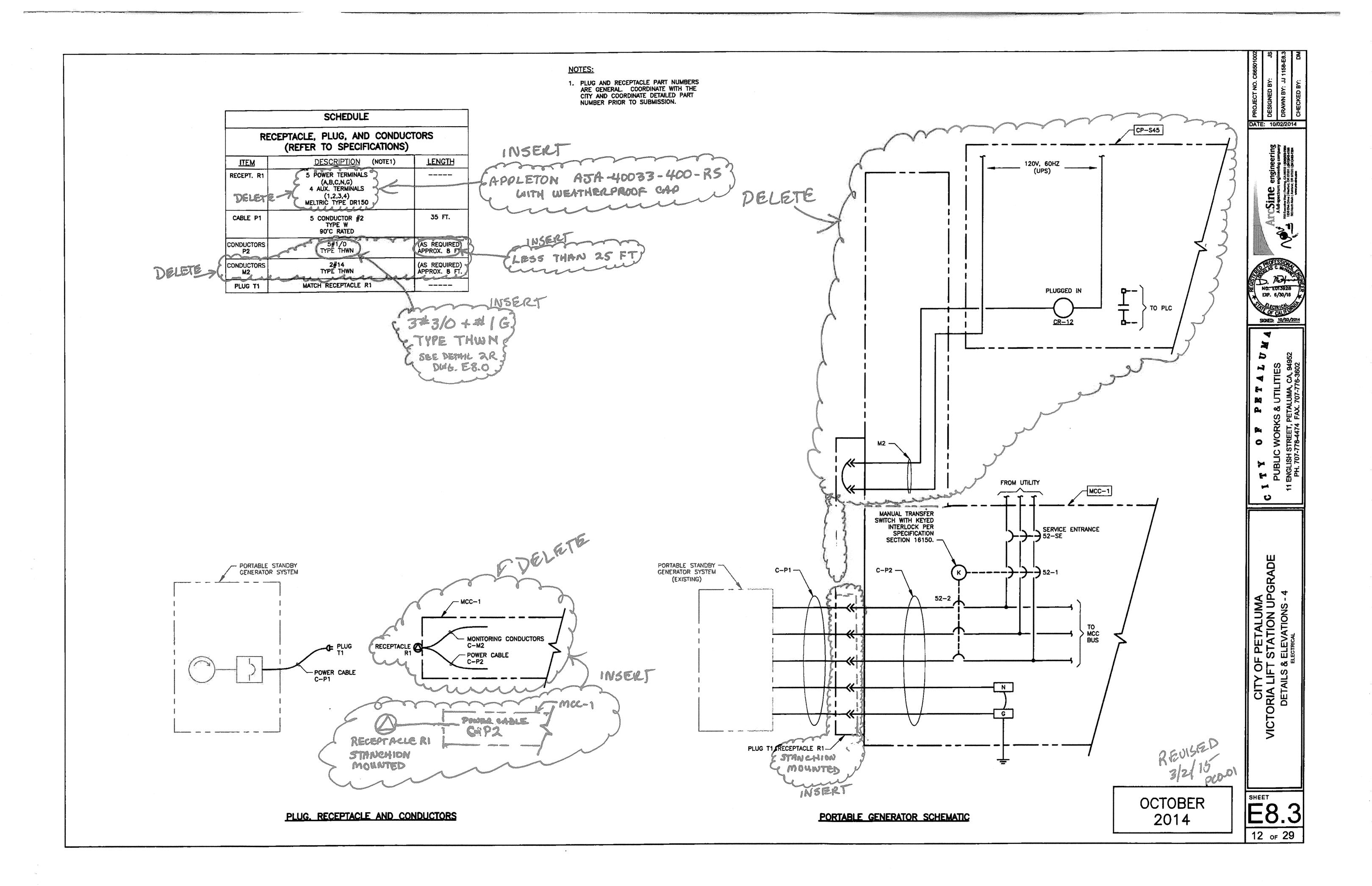


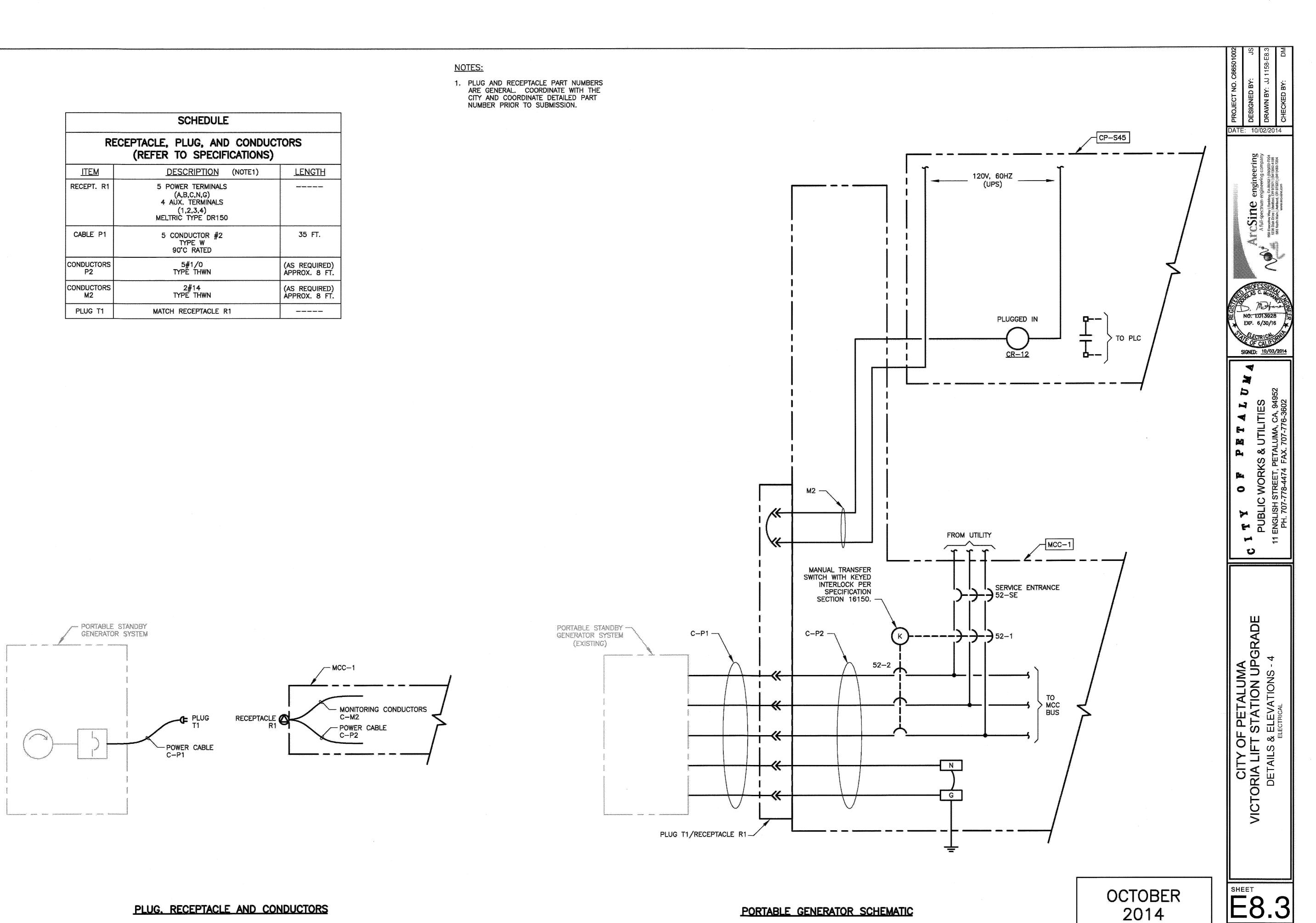




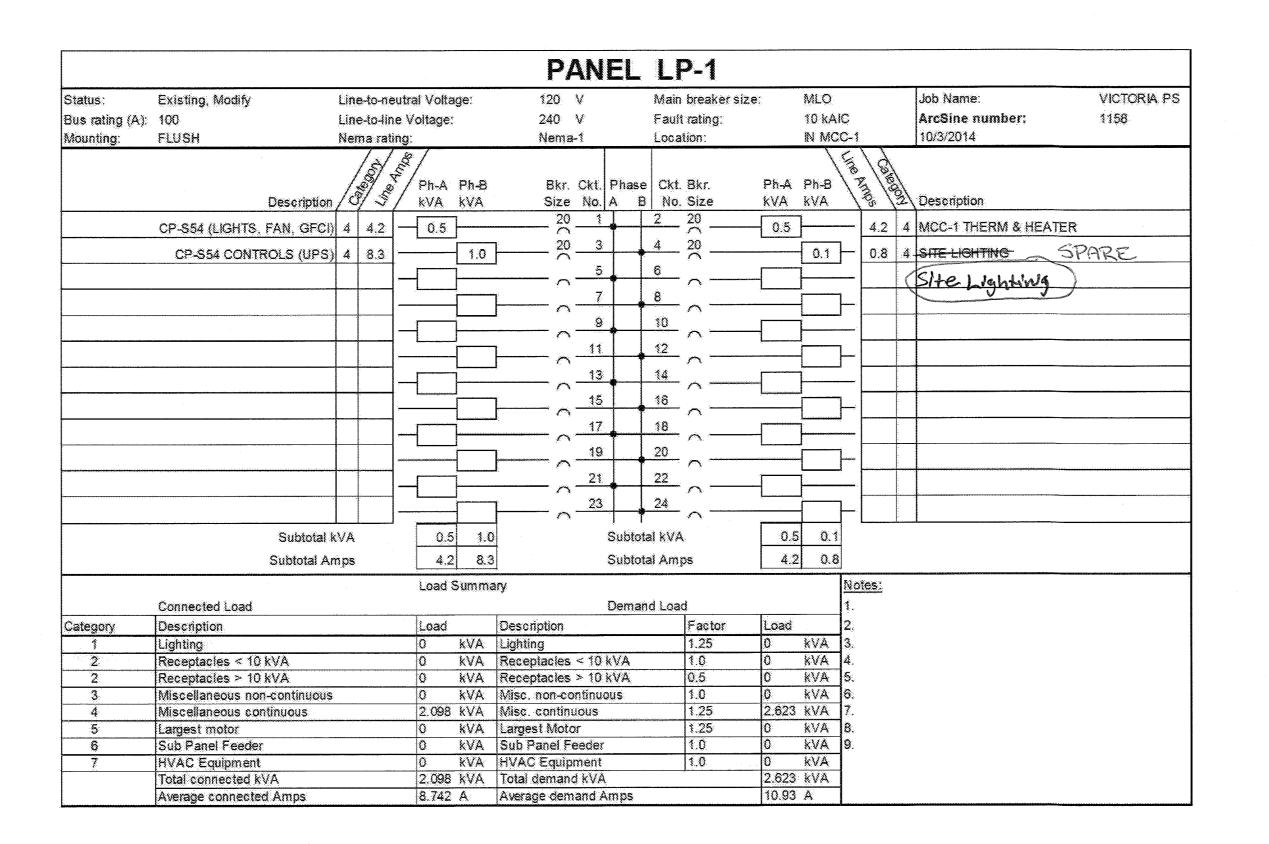








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PANEL SCHEDULE										
DESCRIPTION	PANEL TAG	INSTRUMENT DRAWING	ELECTRICAL DRAWING	MOUNTING	NEMA RATING	PANEL MATERIAL	SPECIFIED IN			
PLC PANEL	CP-S54	16		Α	3R	31655	13300			
INTRUSION OVERRIDE	LCP-1	16		В	<b>4</b> X	316SS	13300			
RADIO REPEATER	CP-S54R		E10.1	D	3R	31655	13300			
MOTOR CONTROL	MCC-1		E8.2	Α	3R	31655	16050			

	STATION PLC-S54 I/O COUNT SCHEDULE (NOTE 2)										
	I/O LIST INSTALLED I/O COUNT				UNT	PLC MODULES					
DI	DO	Al	AO	DI	DO	Al	AO	DI (16 POINTS/MODULE)	DO (16 POINTS/MODULE)	Al (8 POINTS/MODULE)	AO (8 POINTS/MODULE)
29	5	2	0	48	16	8	0	3	1	1	.0

PANEL MOUNTING

A FREE STANDING

B WALL OR SURFACE

C STANCHION

D HANDRAIL

## NOTES:

- 1. SEE LEGEND AND GENERAL NOTES ON SHEET E1.
- ALL SPARE PLC I/O SHALL BE WIRED TO PANEL TERMINAL STRIPS.

OCTOBER 2014 BESIGNED BY: JS
DESIGNED BY: JS
DRAWN BY: JJ 1158-E9
CHECKED BY: DM



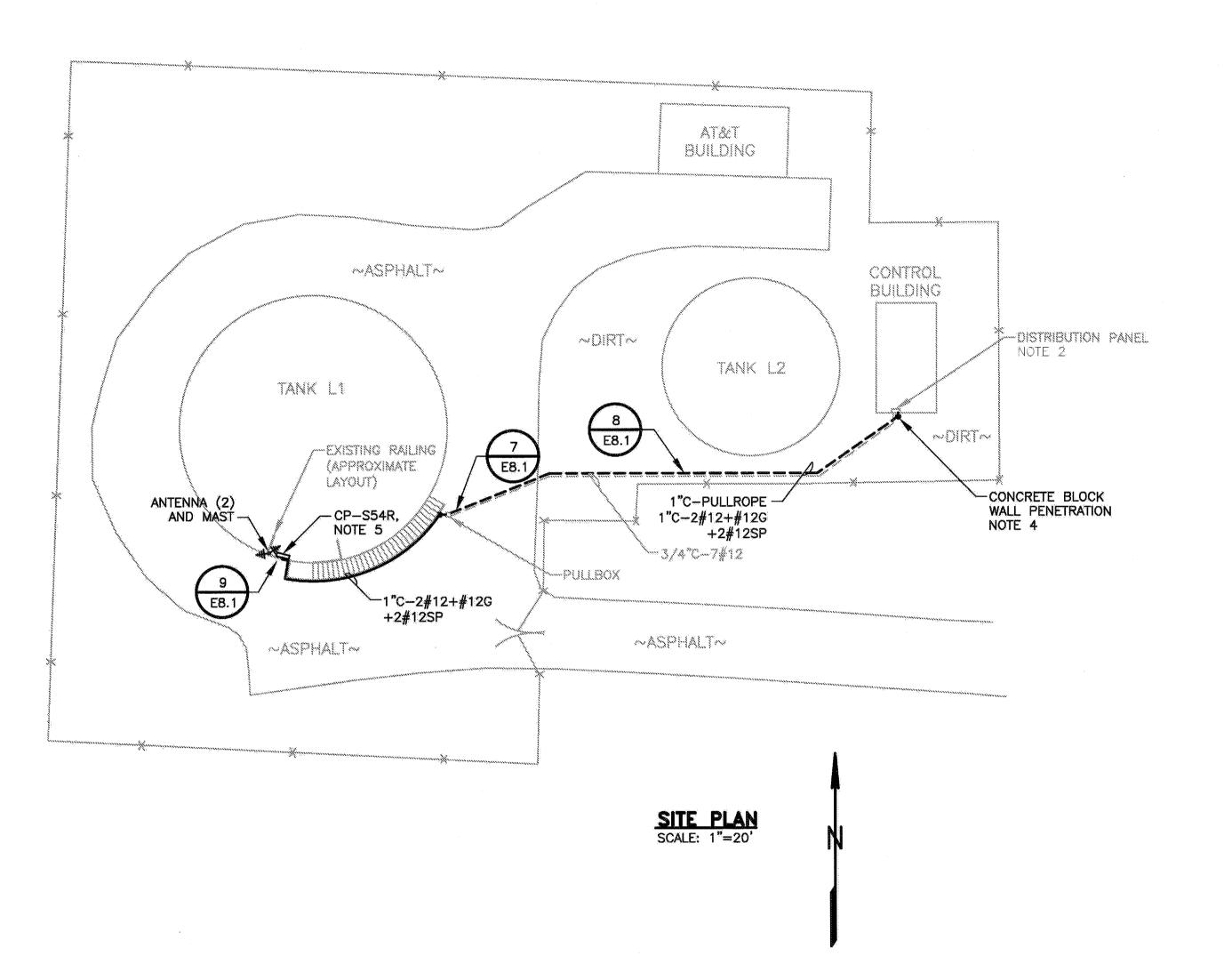
EXP. 6/30/16

SIGNED: 10/03/2014

FETALUK PUBLIC WORKS & UTILITIES 11 ENGLISH STREET, PETALUMA, CA, 94952 PH. 707-778-4474 FAX. 707-776-3602

CITY OF PETALUMA
VICTORIA LIFT STATION UPGRADE

E9
13 of 29



SIGNED: 10/02/14 0

CITY OF PETALUMA
VICTORIA LIFT STATION UPGRADE
LA CRESTA TANKS - RADIO REPEATER
SITE PLAN

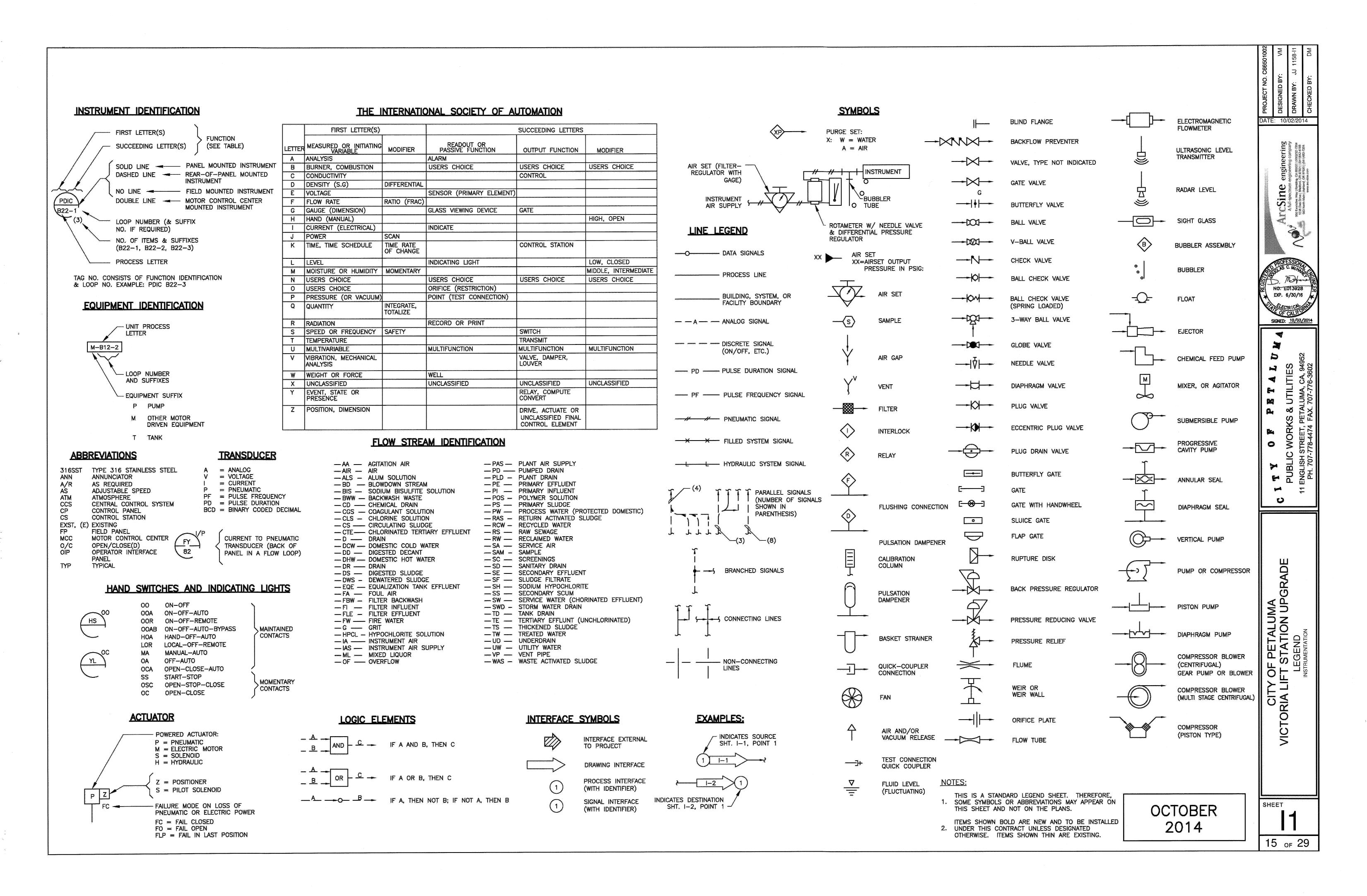
### NOTES:

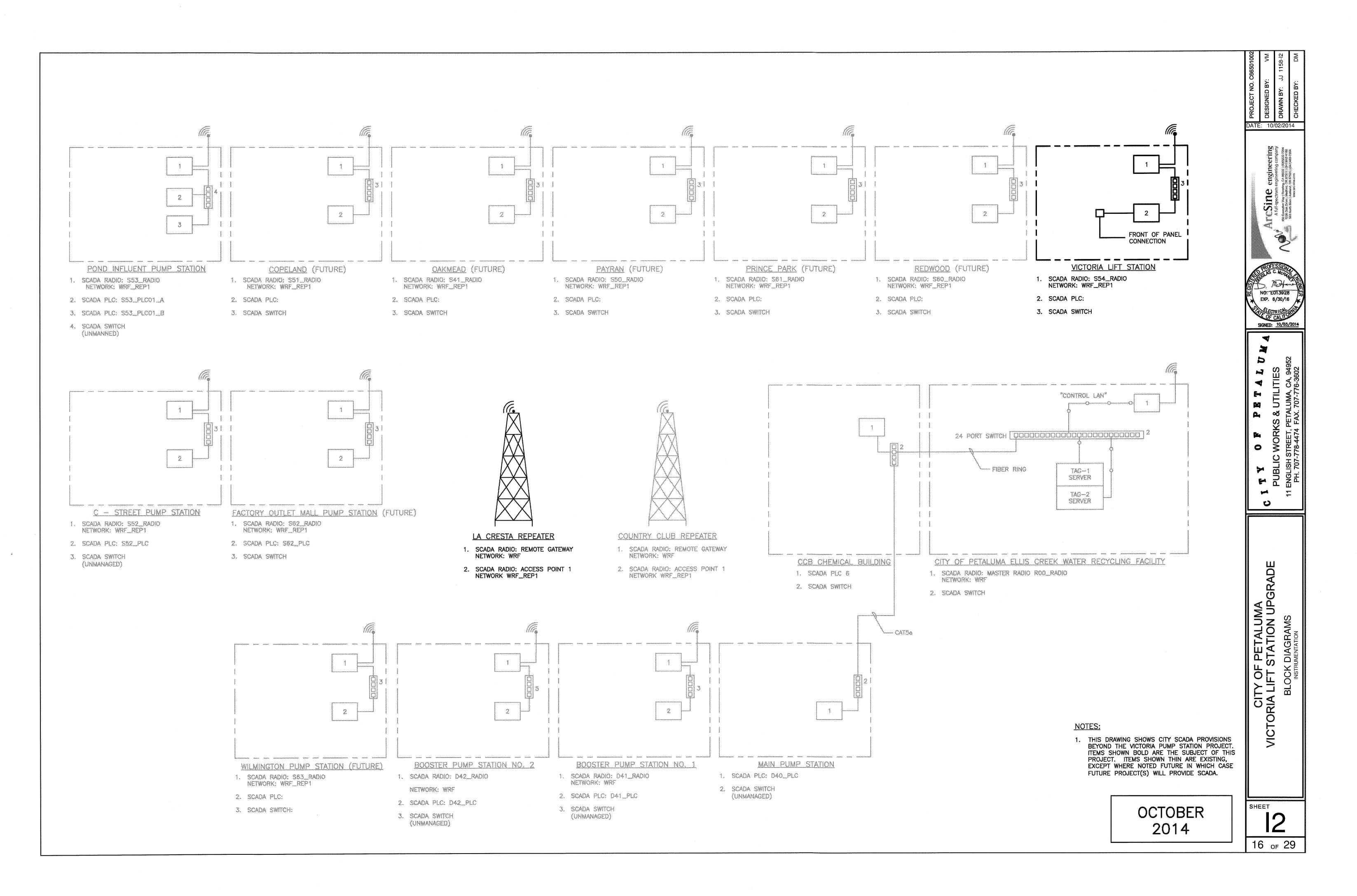
- 1. SEE LEGEND AND GENERAL NOTES ON SHEET E1.
- 2. FURNISH AND INSTALL NEW 20A BREAKER IN EXISTING DISTRIBUTION PANEL. THE NEW BREAKER SHALL SERVE CP—S54R LOCATED ON TOP OF TANK L—1.
- LOCATIONS OF ALL EXISTING CONDUITS ARE NOT SHOWN. CONTRACTOR SHALL EXERCISE CAUTION WHEN TRENCHING FOR NEW UNDERGROUND CONDUIT.
- CORE DRILL SOUTH WALL OF CONTROL BUILDING. NEW CONDUIT SHALL
  PENETRATE THE WALL AND SHALL BE ROUTED TO THE EXISTING
  DISTRIBUTION PANEL. SEAL AROUND PENETRATION.
- 5. REFERENCE PANEL SCHEDULE ON SHEET E9.

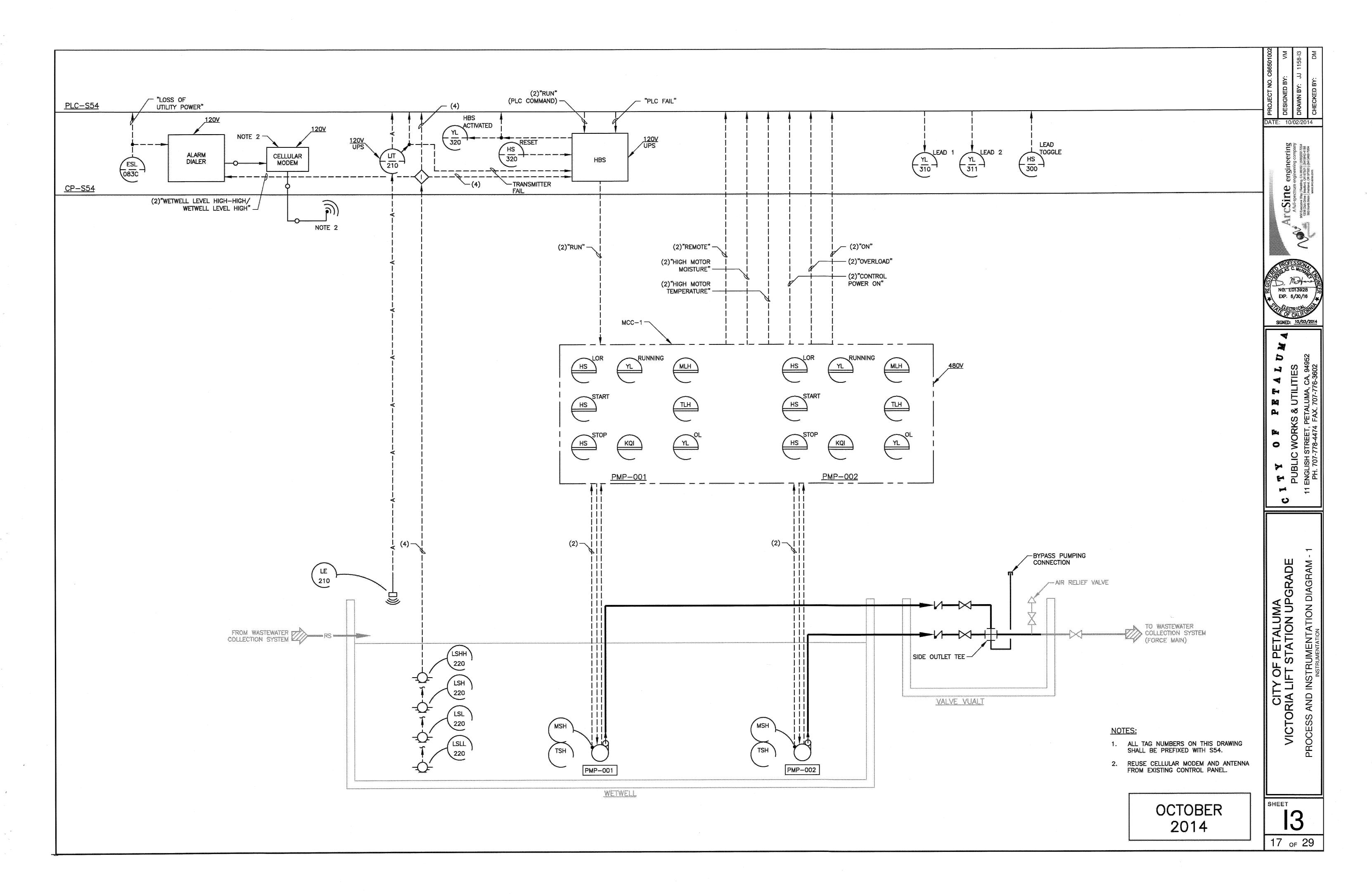
1 INCH

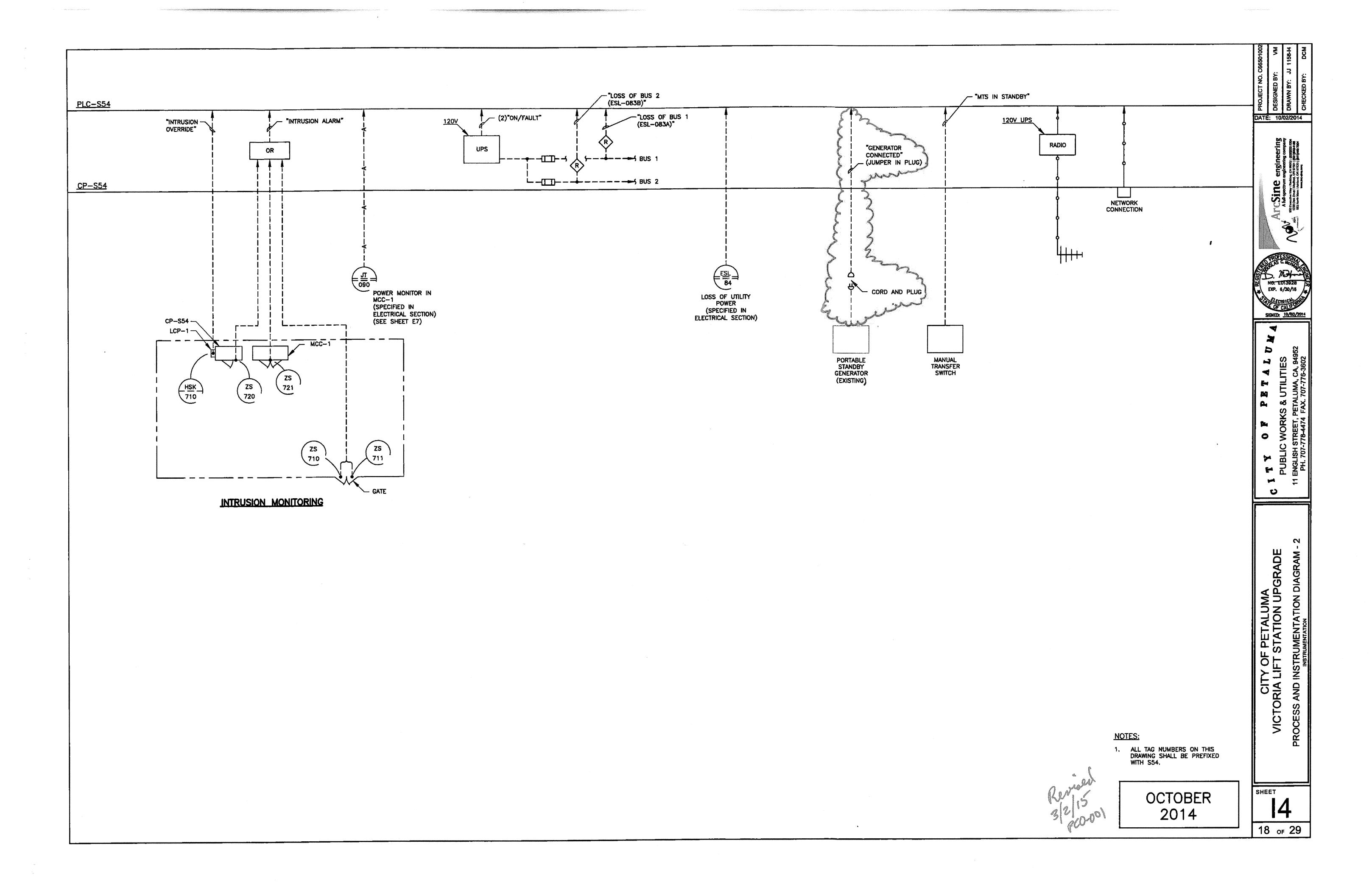
OCTOBER BAR EQUALS ONE
INCH WHEN DRAWING
IS PLOTTED FULL SIZE.
IF NOT, SCALE ACCORDINGLY 2014

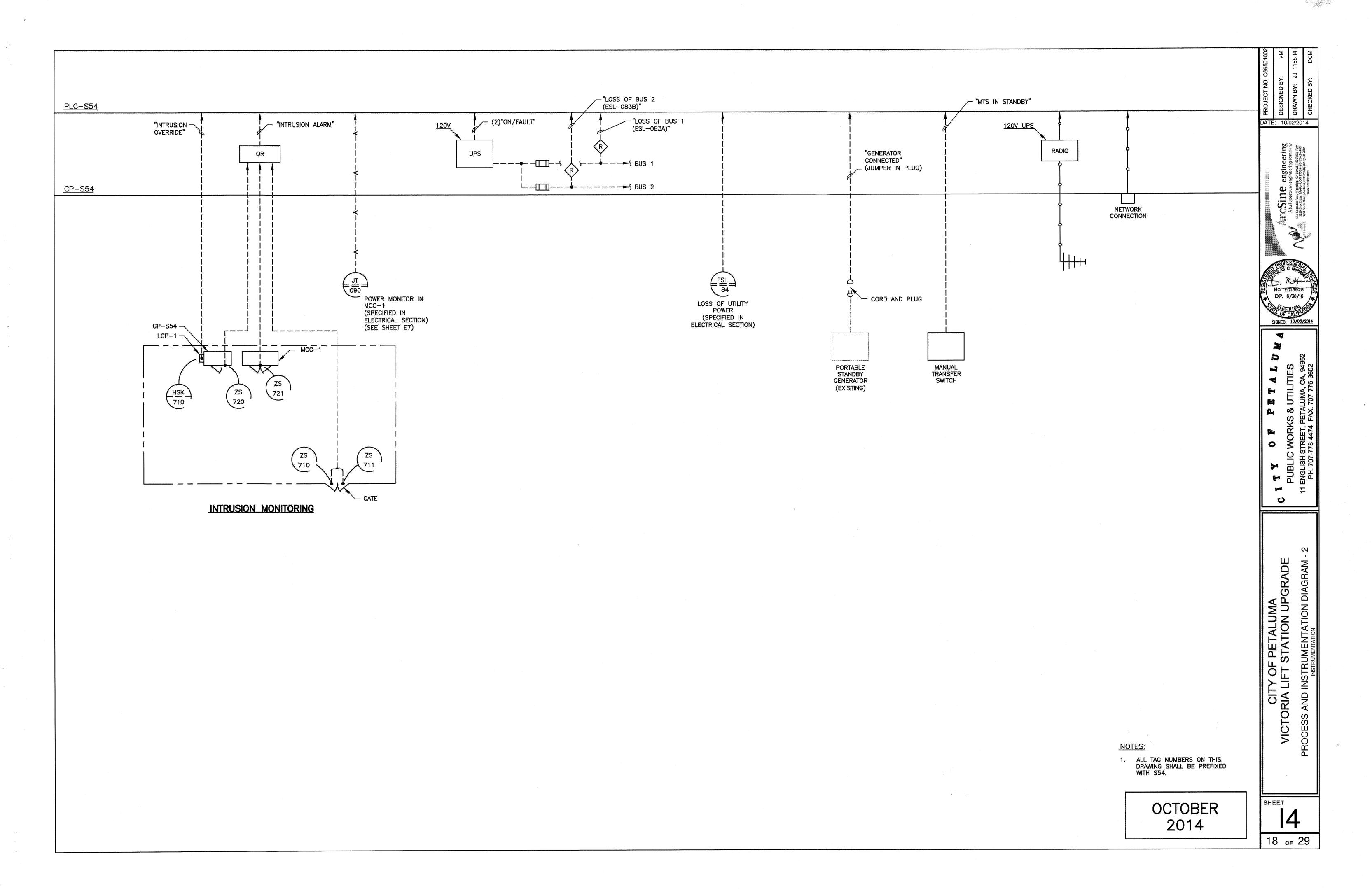
SHEET 14 of 29

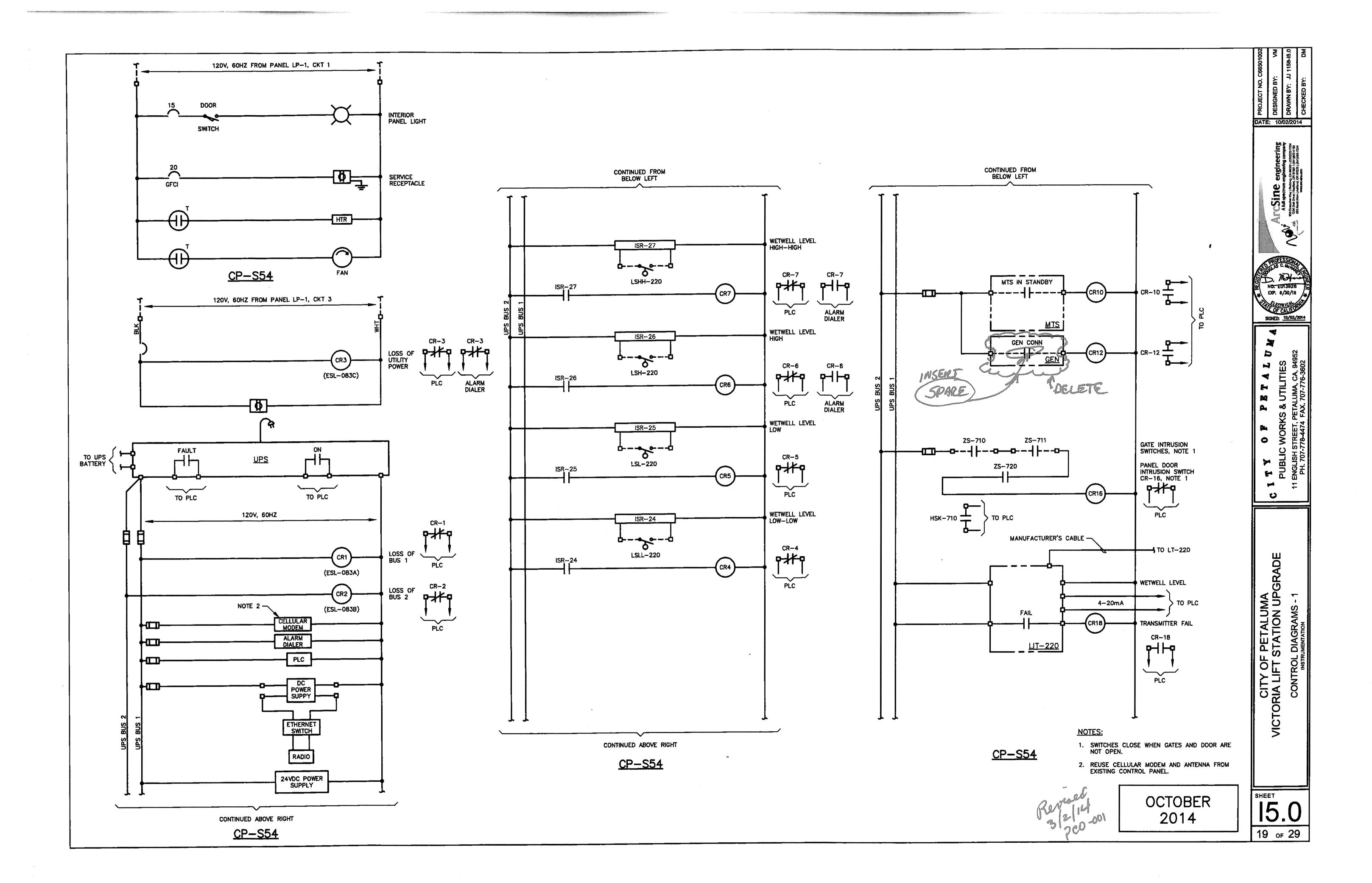


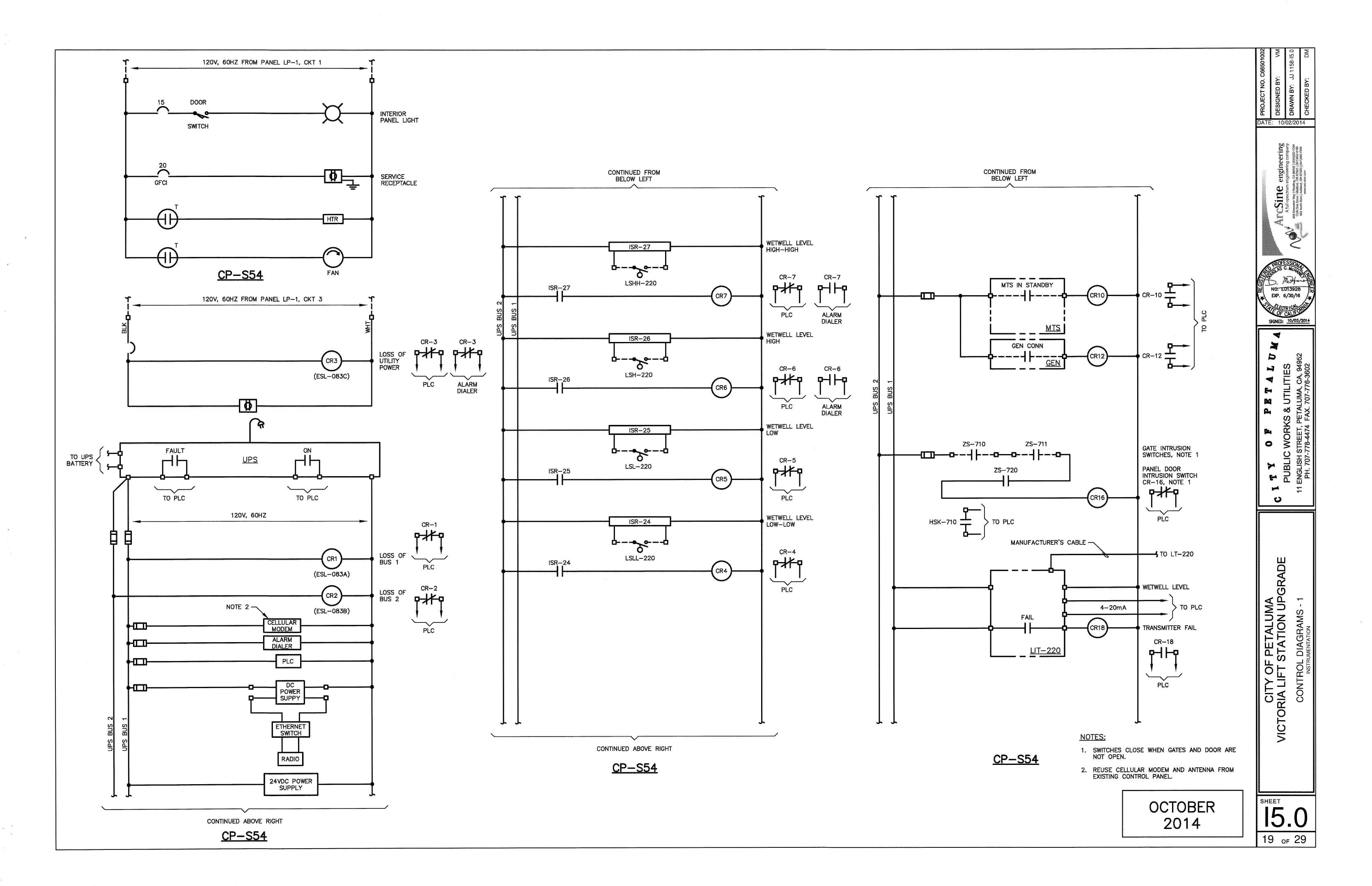


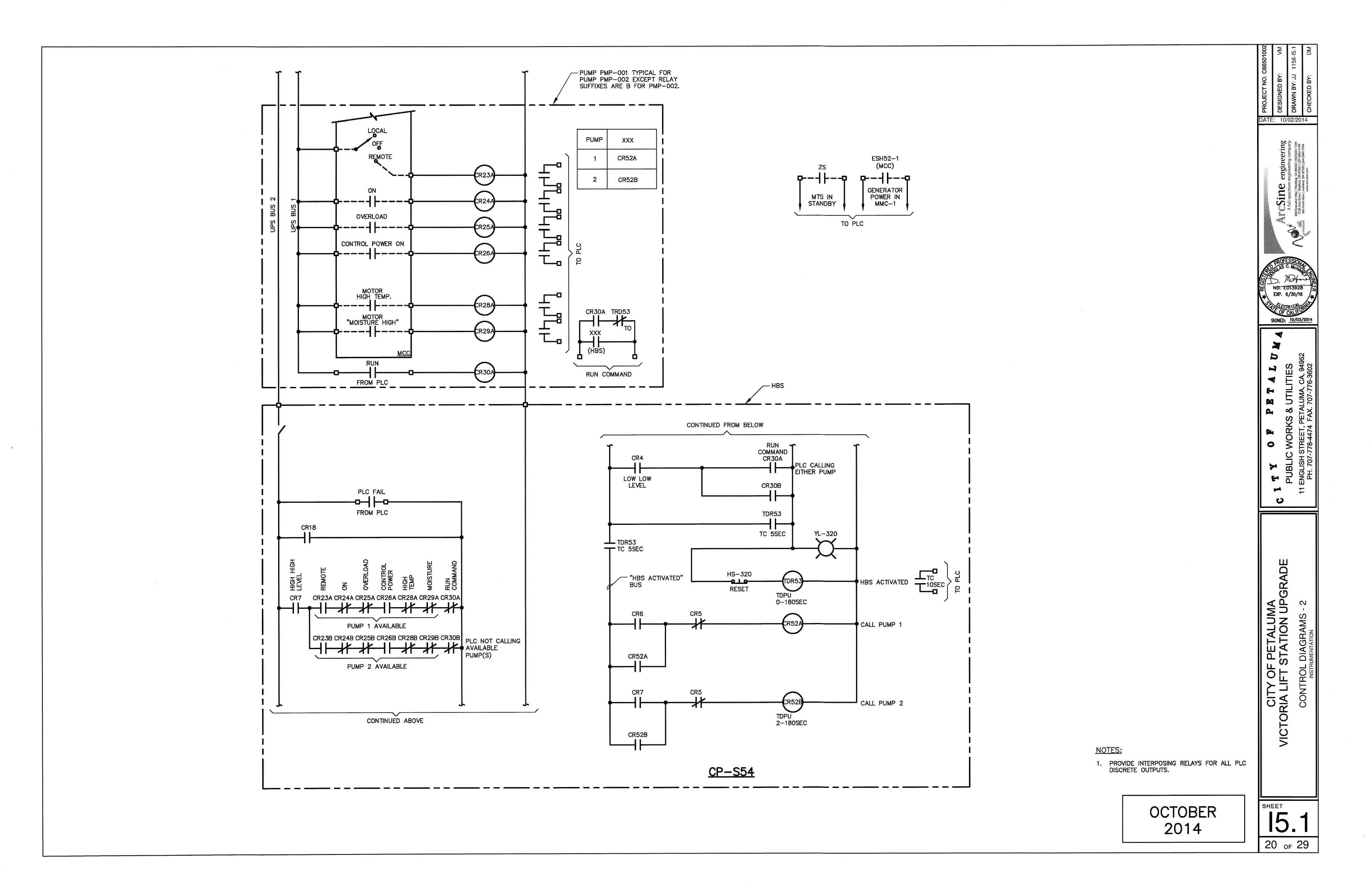


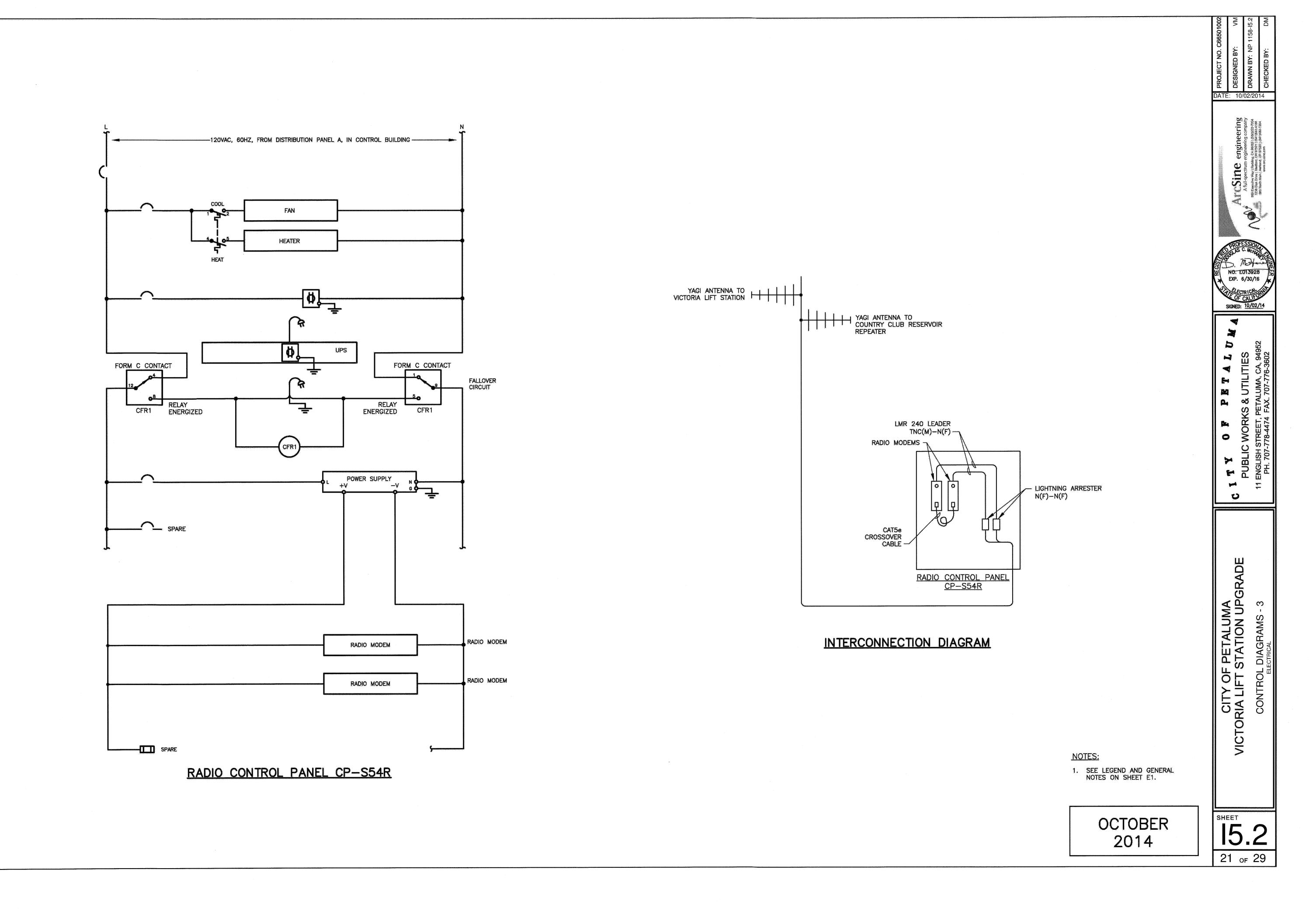


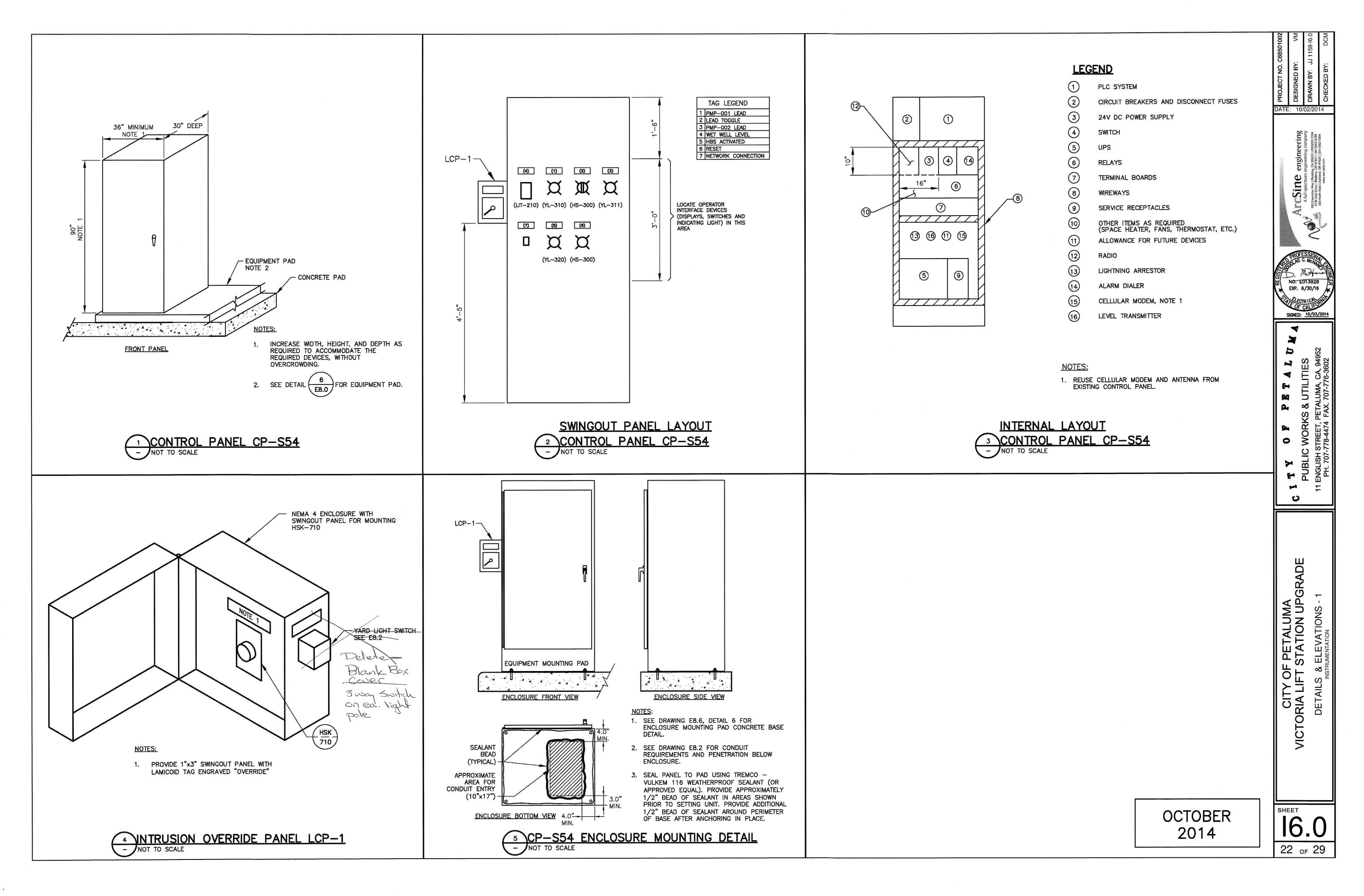


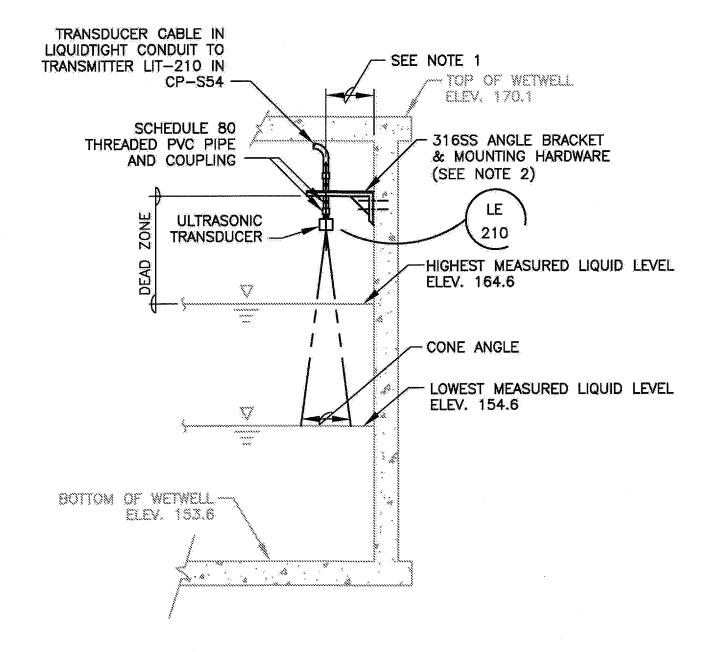










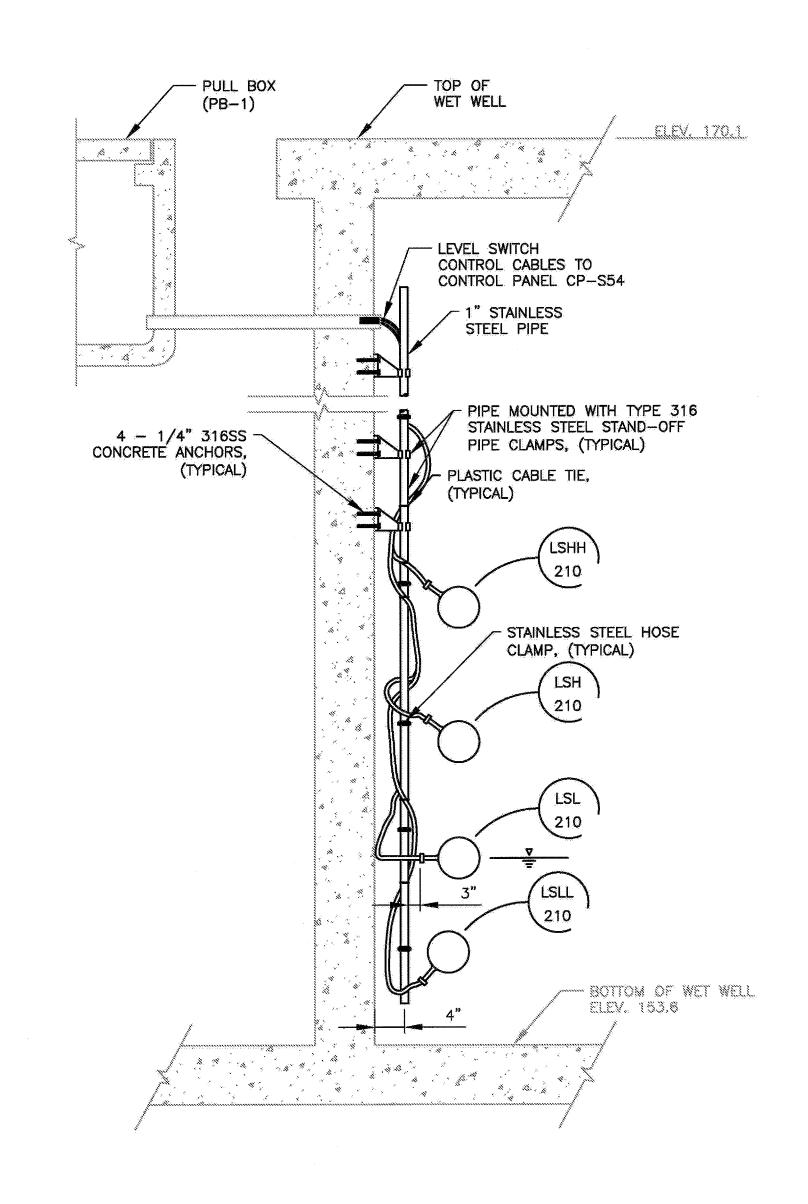


### NOTES:

- 1. CONTRACTOR SHALL COORDINATE WITH THE MANUFACTURER FOR THE ULTRASONIC TRANSDUCER MOUNTING LOCATION, WHICH IS BASED ON CONE ANGLE AND DEPTH OF AREA BEING MONITORED. ULTRASONIC TRANSDUCER MUST BE MOUNTED FAR ENOUGH FROM VESSEL WALLS OR OTHER OBSTRUCTION TO AVOID FALSE ECHOES AT LOWEST LIQUID LEVEL.
- 2. SECURE BRACKET TO WALL WITH 316SS CONCRETE ANCHORS AND NUTS.

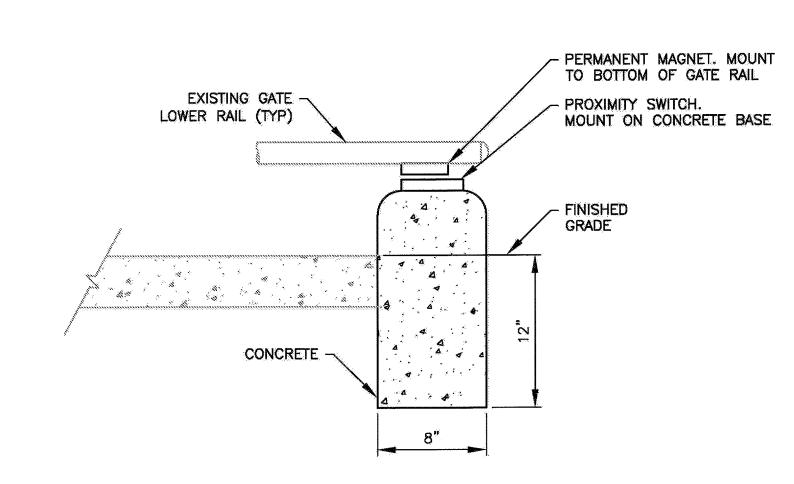
INSTALLATION AT WETWELL WALL

NOT TO SCALE



B INSTALLATION AT WET WELL WALL

NOT TO SCALE



## NOTES:

- 1. FENCE AND TWO GATES ARE EXISTING. TWO INTRUSION SWITCHES ARE REQUIRED.
- 2. INTRUSION SWITCHES AND CONCRETE BASES ARE NEW.
- 3. MOUNT SWITCH COMPONENTS USING 316SS HARDWARE.
- 4. MOUNT & OF SWITCHES 12 INCHES OFFSET FROM & OF HINGE POSTS AND DIRECTLY UNDER LOWER RAIL OF CLOSED GATE.

9 GATE INTRUSION SWITCH (TYP)

- NOT TO SCALE

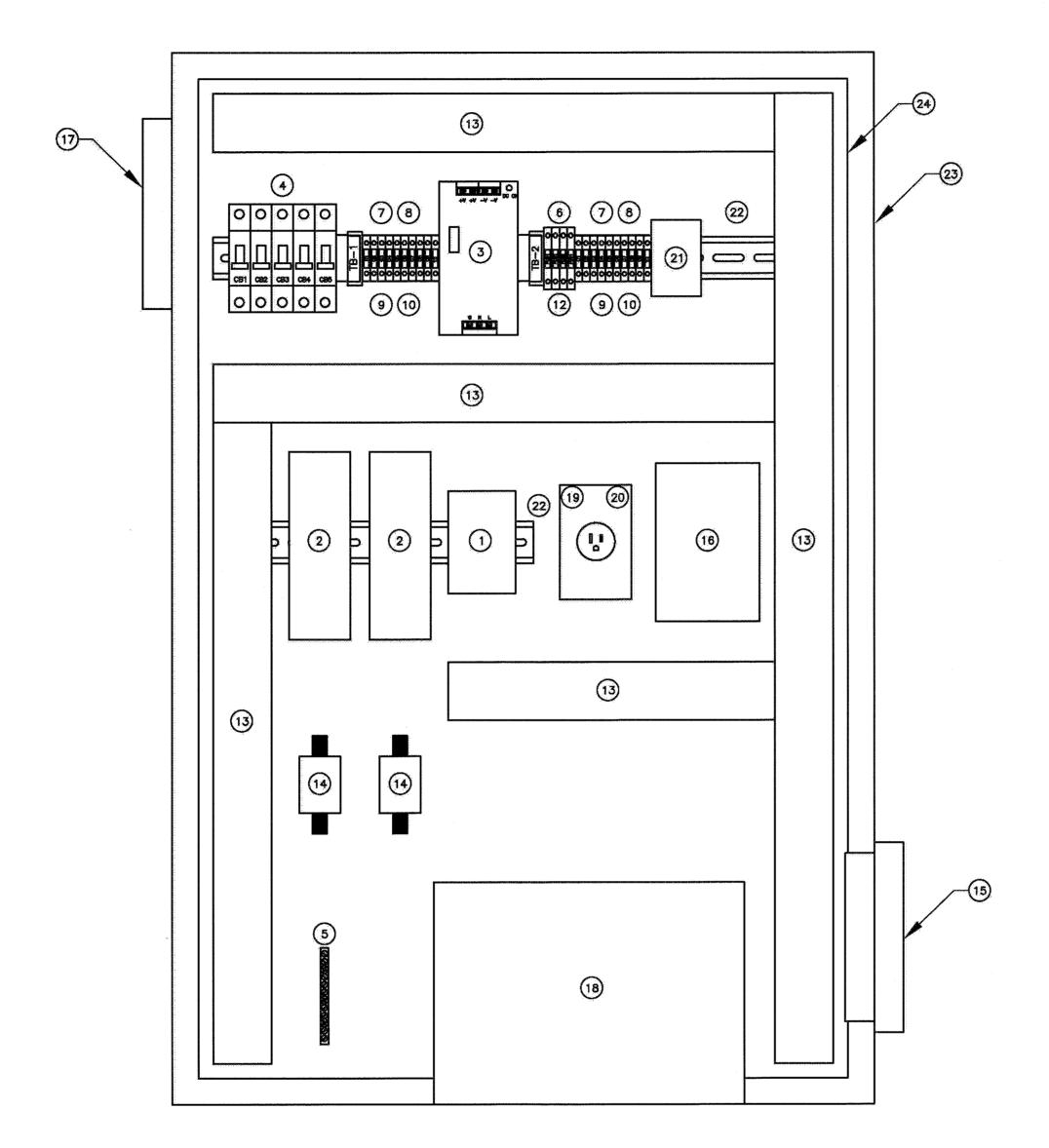
OCTOBER 2014

NO: E013928 EXP. 6/30/16 SIGNED: 10/03/2014 0 CITY OF PETALUMA
ORIA LIFT STATION UPGRADE
DETAILS & ELEVATIONS - 2
INSTRUMENTATION

23 <sub>OF</sub> 29

16.1

SHEET



LA CRESTA RADIO CONTROL PANEL CP-S54R INTERIOR ELEVATION NOT TO SCALE

## LA CRESTA RADIO CONTROL PANEL CP-S54R BILL OF MATERIALS

NO.	DESCRIPTION	C
1	COOLING/HEATING THERMOSTAT WITH DEAD BAND	
2	RADIO MODEM	
3	24V POWER SUPPLY, RATED FOR 10A, 240W	
4	CIRCUIT BREAKER	
5	GROUND BAR	
6	FUSE BLOCK	
7	TERMINAL BLOCK	,
8	END COVER, TB	,
9	END STOP	/
10	GROUP MARKER	,
11	TERMINAL MARKER	,
12	FUSE	
13	2"W X 3"H WIRE WAY AND COVER	,
14	LIGHTNING ARRESTOR	
15	FAN/FILTER, 38 CFM	
16	HEATER	
17	FILTER RAIN HOOD	
18	UPS	
19	OUTLET BOX	
20	SINGLE 15A OUTLET	
21	RELAY, 4-POLE, FORM C CONTACTS	
22	DIN RAIL	
23	36"H X 24"W 304 STAINLESS STEEL ENCLOSURE, NEMA 4X, PADLOCK ATTACHMENT	
24	BACK PANEL	

NOTES:

1. SEE LEGEND AND GENERAL NOTES ON SHEET E1.

OCTOBER 2014

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IF NOT, SCALE ACCORDINGLY

B-B	VALVE	VAULT	PIPING
	NOT TO S	SCALE	

- EMERGENCY CONNECTION RISER SHALL TERMINATE AS HIGH IN THE VAULT AS ALLOWED FOR THE VAULT COVER TO BE FULLY CLOSED WHEN THE CAM AND GROOVE DUST CAP CAP IS INSTALLED.
- SEE SECTION A-A: CHECK VALVE MANUAL OPERATOR, ON SHEET M1, FOR MANUAL OPERATOR FOR CHECK VALVES.

Tags	Туре	Connection	Material	Quantity	Diameter (in)	Laying Length (in)	Flange Drill Pattern	Note
F-1	Eccentric Reducer	Flanged	Ductile Iron	2	4 x 6		150#	
F-2	Spool	Flanged	Ductile Iron	2	6	120 (Estimate)	150#	. 1
F-3	90° Ell	Flanged	Ductile Iron	.3	6		150#	2
F-4	Restrained Flanged Coupling Adapter	Flanged	Ductile Iron	4	6		~	
F-5	Spool	Plain Ends	Ductile Iron	2	6	60 (Estimate)	150#	1
F-6	AWWA Side-Outlet Tee	Flanged	Ductile Iron	1	6x6x6x6		150#	4
F-7	Tee	Flanged	Ductile Iron	1	6x6x4		150#	5
F-8	Flanged Coupling with Grooved End for Cam-Connection	Flange x Groove	Aluminum	1	6x6	-	150#	7
F-9	Spool	Flanged	Ductile Iron	1	6	12 (Estimate)	150#	1
F-10	Spool	Flanged	Ductile Iron	2	6	72 (Estimate)	150#	1
F-11	Spool	Flanged	Ductile Iron	1	6	60 (Estimate)	150#	1
V-1	Plug Valve	Flanged	Reference Specifications	3	6		150#	3
V-2	Check Valve	Flanged	Reference Specifications	2	6		150#	3

2. Laying length and type of new ell shall match laying length of existing ell.

4. Laying length of new side-outlet tee shall match laying length of existing tee.

7. Fitting shall be Dixon 600-AL-AL or equal. Furnish and install dust cap for the fitting.

3. Laying length of new valve shall match laying length of existing valve.

5. Laying length of new tee shall match laying length of existing tee.

6. Note not used.

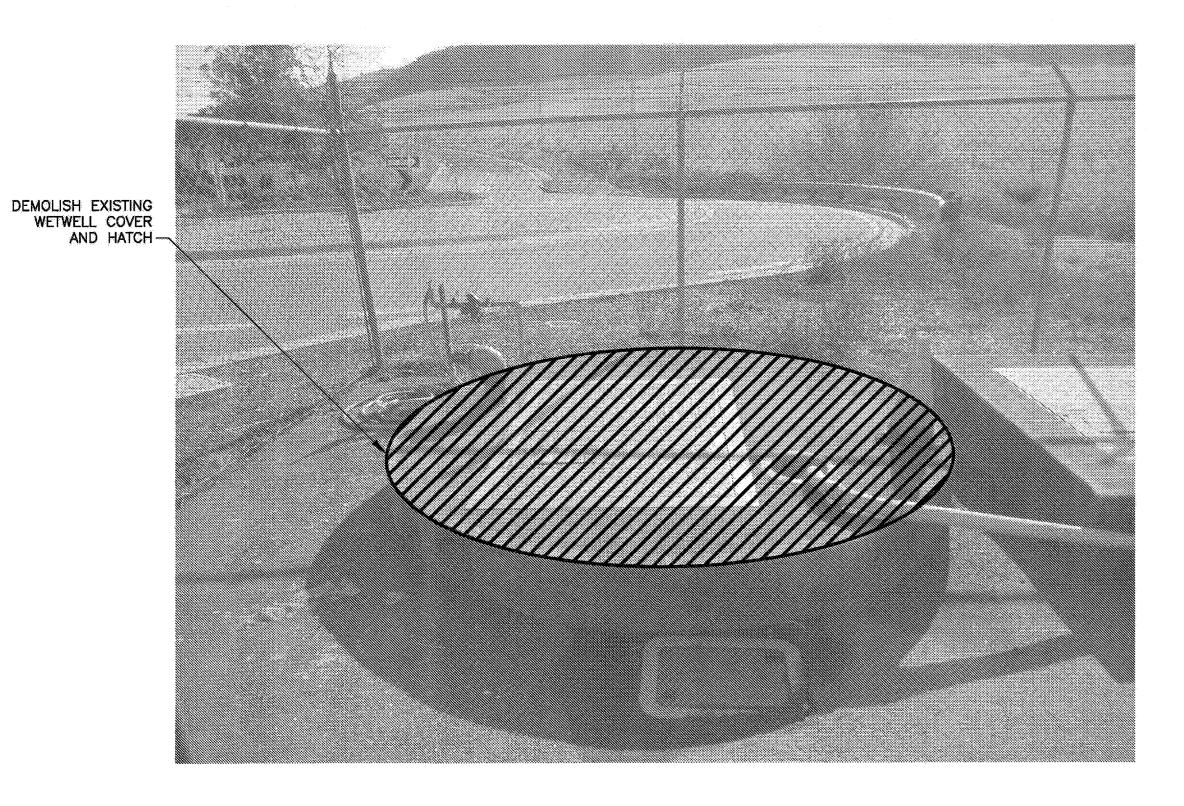
BAR EQUALS ONE
INCH WHEN DRAWING
IS PLOTTED FULL SIZE.
IF NOT, SCALE ACCORDINGLY

OCTOBER 2014

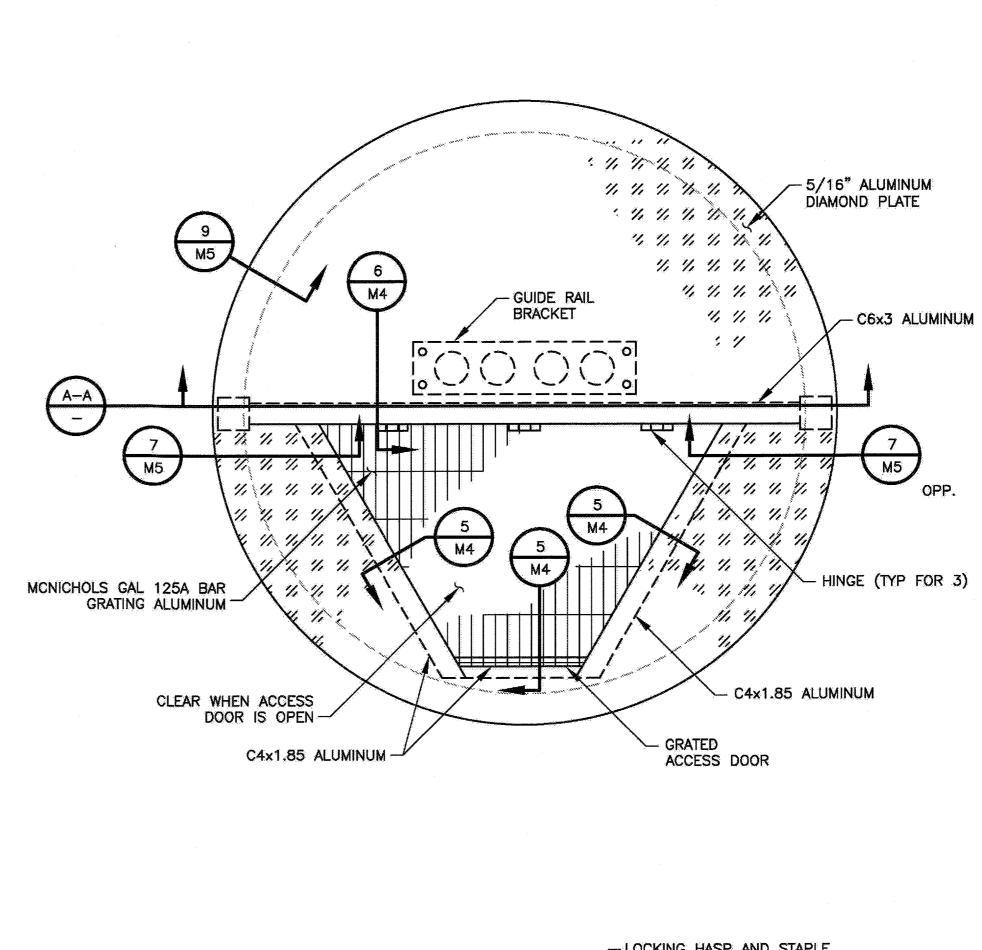


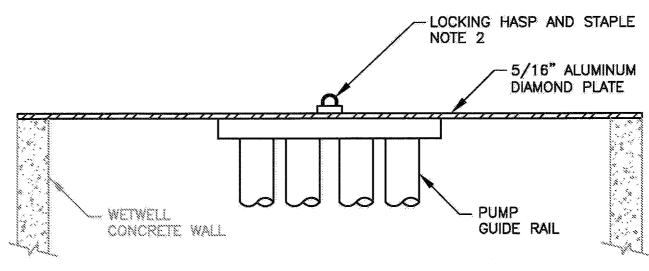
CITY OF PETALUMA VICTORIA LIFT STATION UPGRADE

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WETWELL COVER - DEMOLITION NOT TO SCALE







## WETWELL COVER - IMPROVEMENT NOT TO SCALE

### NOTES:

- 1. NOTE NOT USED.
- 2. PADLOCK TO BE PROVIDED BY CITY.
- ALUMINUM CHANNELS AND ANGLES TO BE AMERICAN STANDARD SHAPES.

1 INCH

BAR EQUALS ONE
INCH WHEN DRAWING
IS PLOTTED FULL SIZE.
IF NOT, SCALE ACCORDINGLY

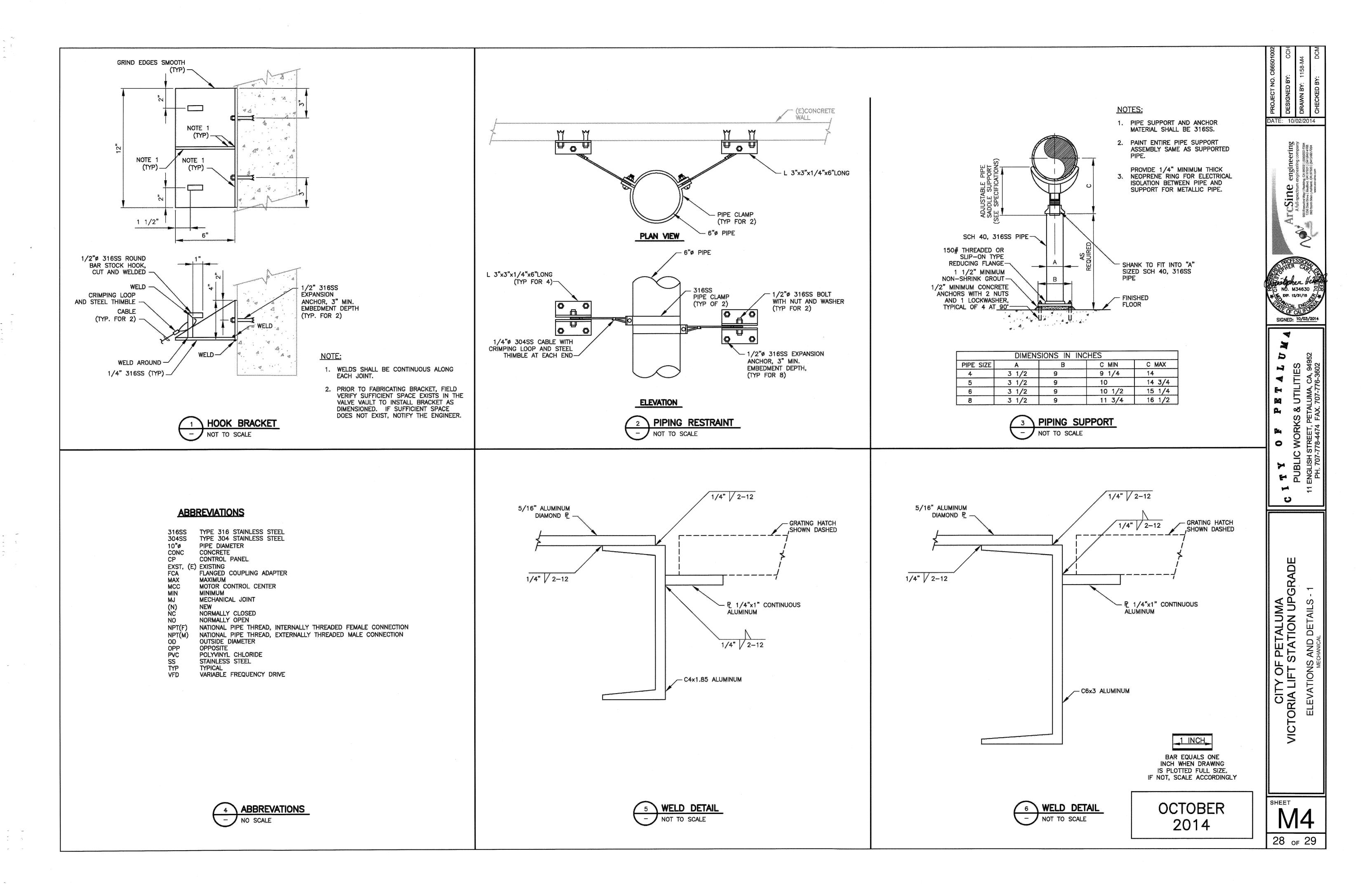
OCTOBER 2014

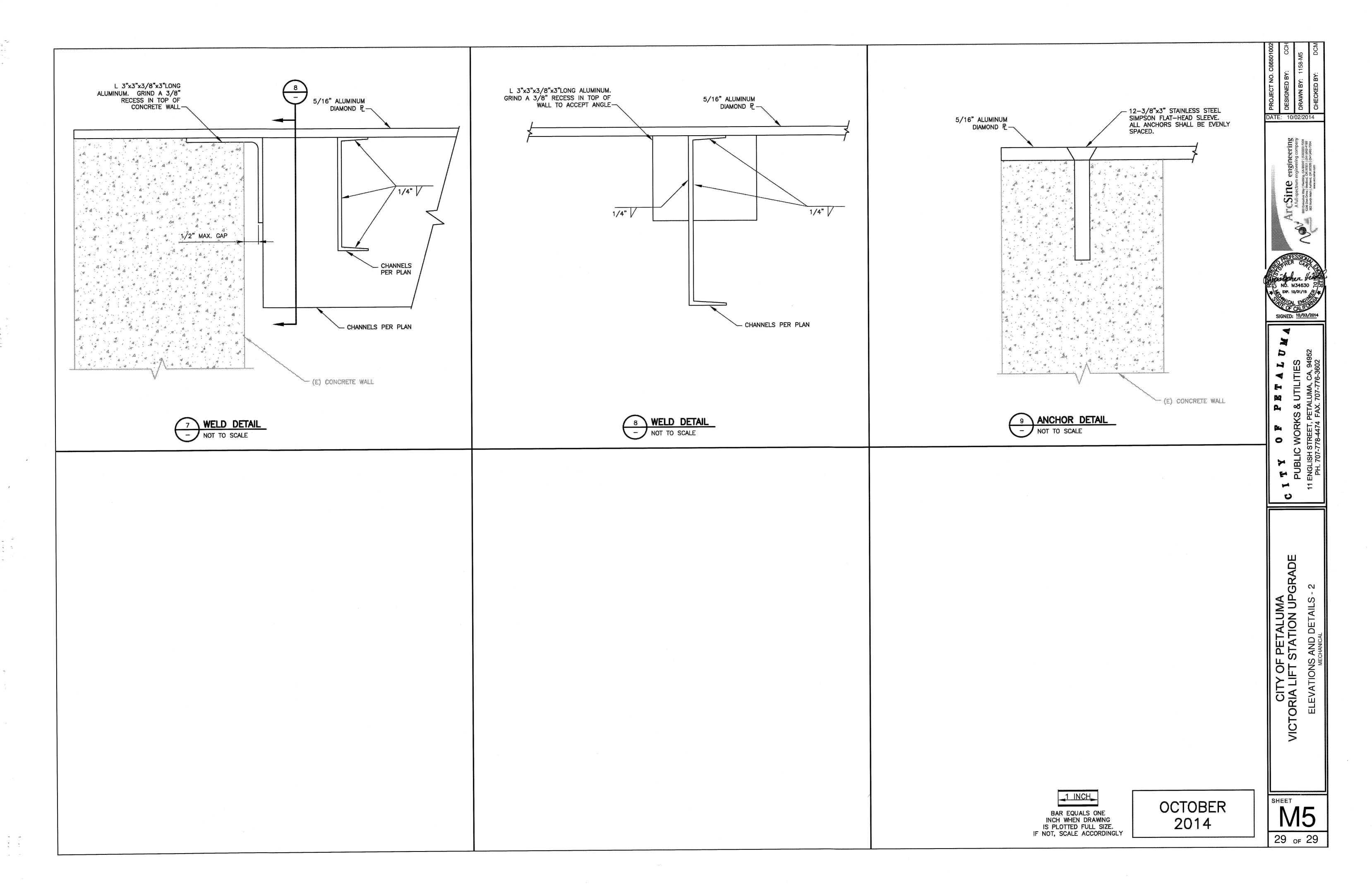
CITY OF PETALUMA
VICTORIA LIFT STATION UPGRADE
WETWELL COVER

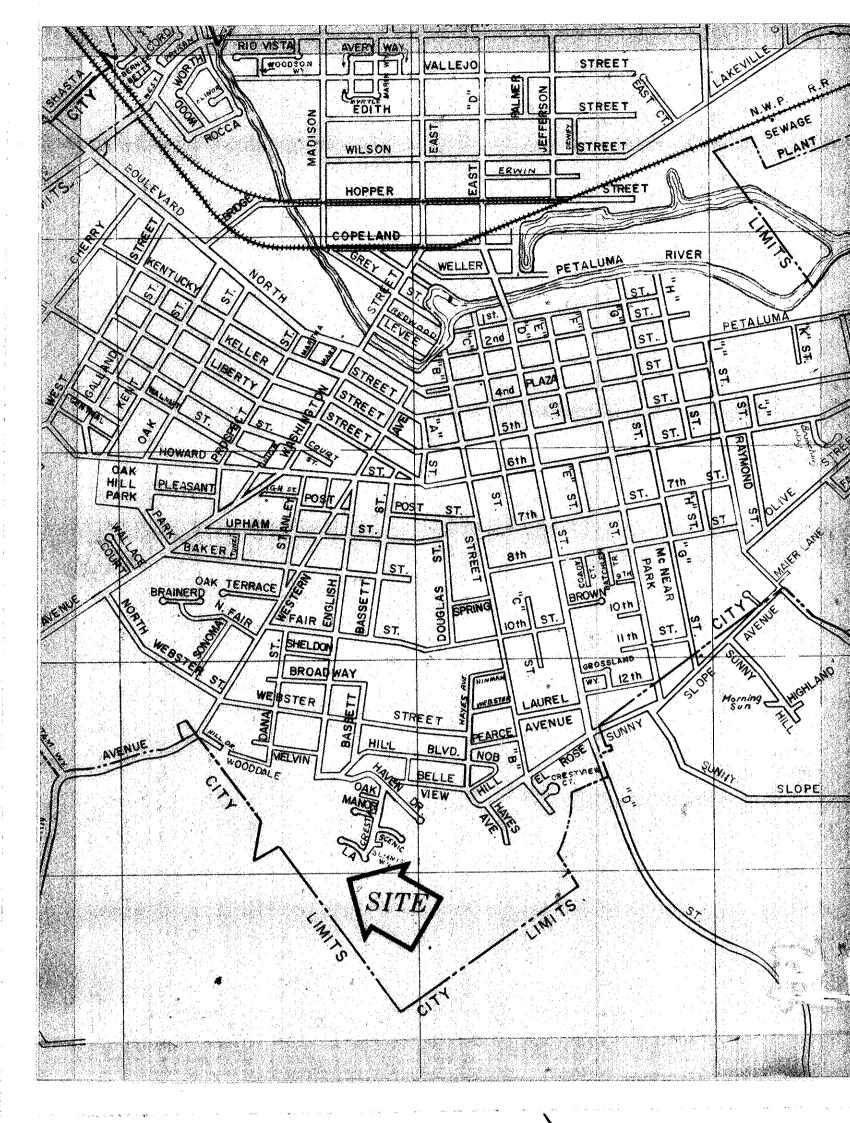
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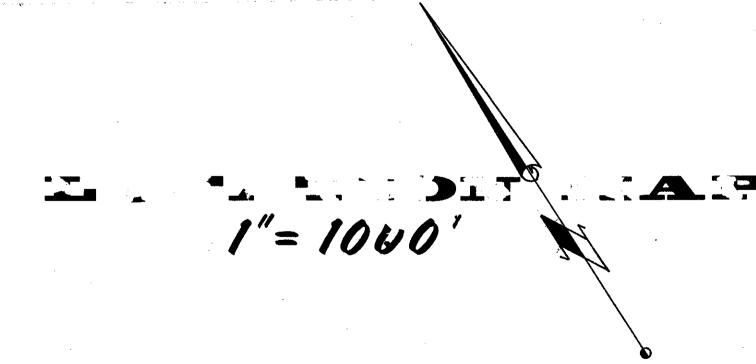
SIGNED: 10/03/201

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## LA CRESTA

# STORIGE

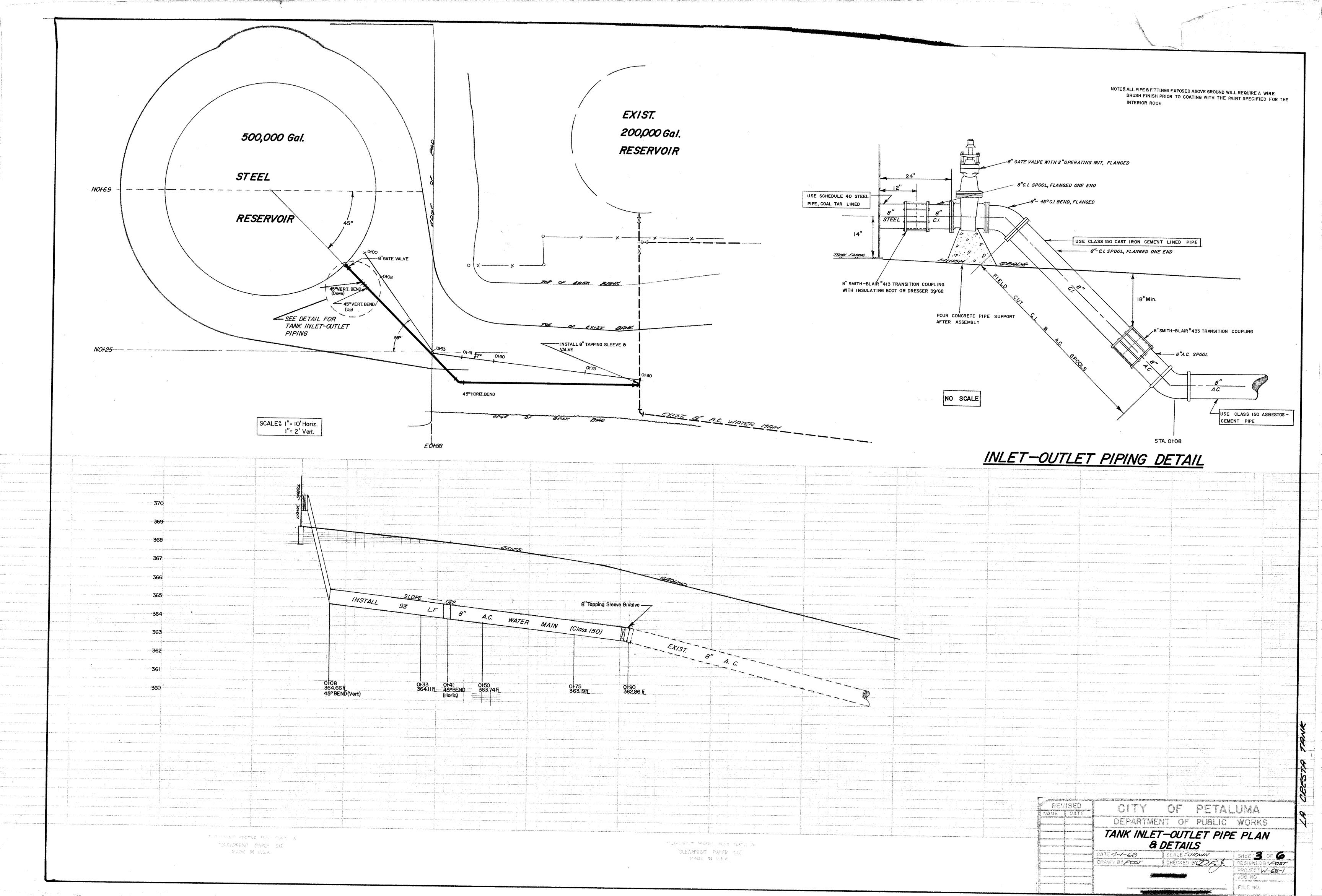
## -ANIK

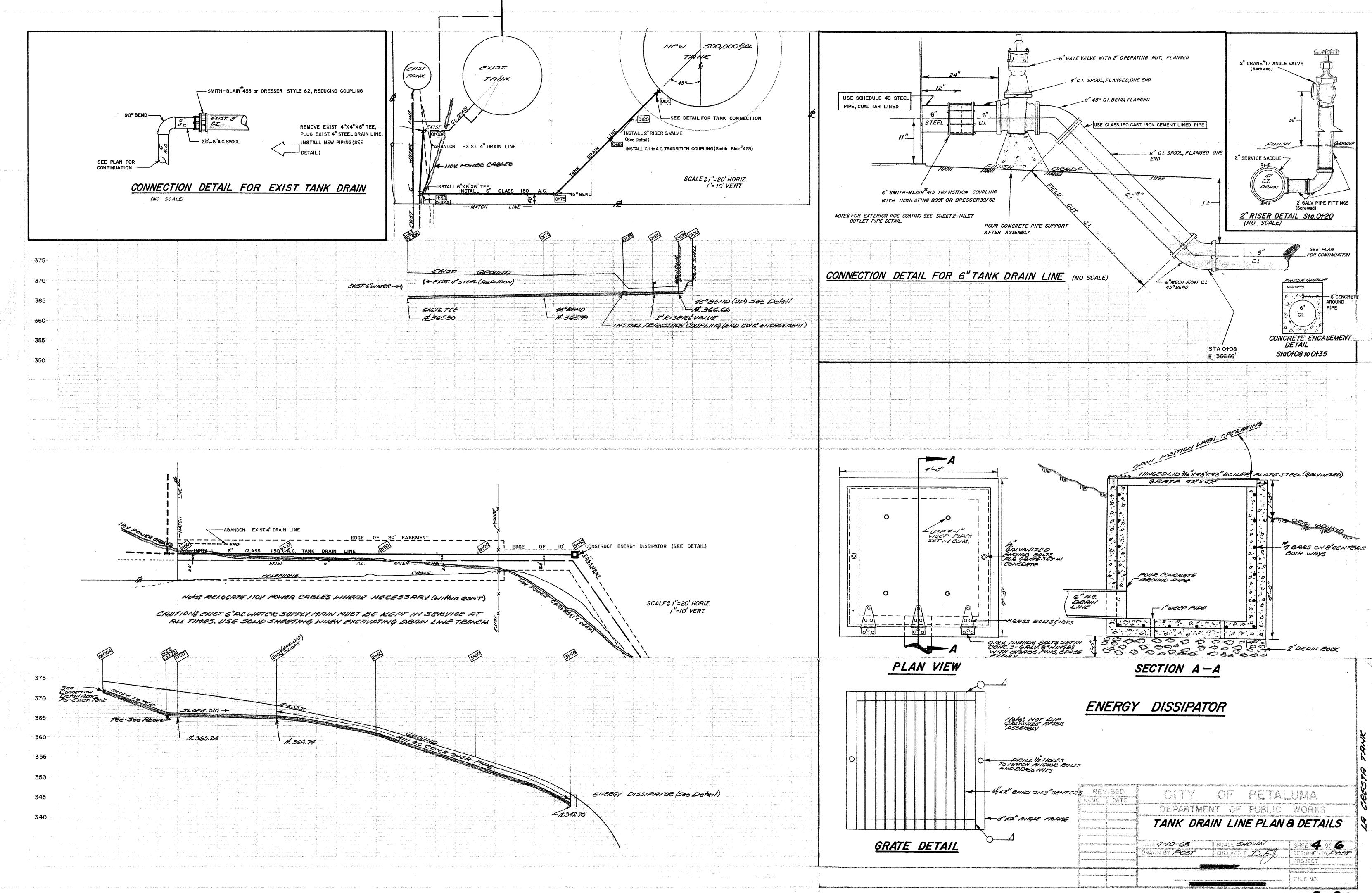
PROJECT 768-1

City of Petaluma . Dept. of Public Works

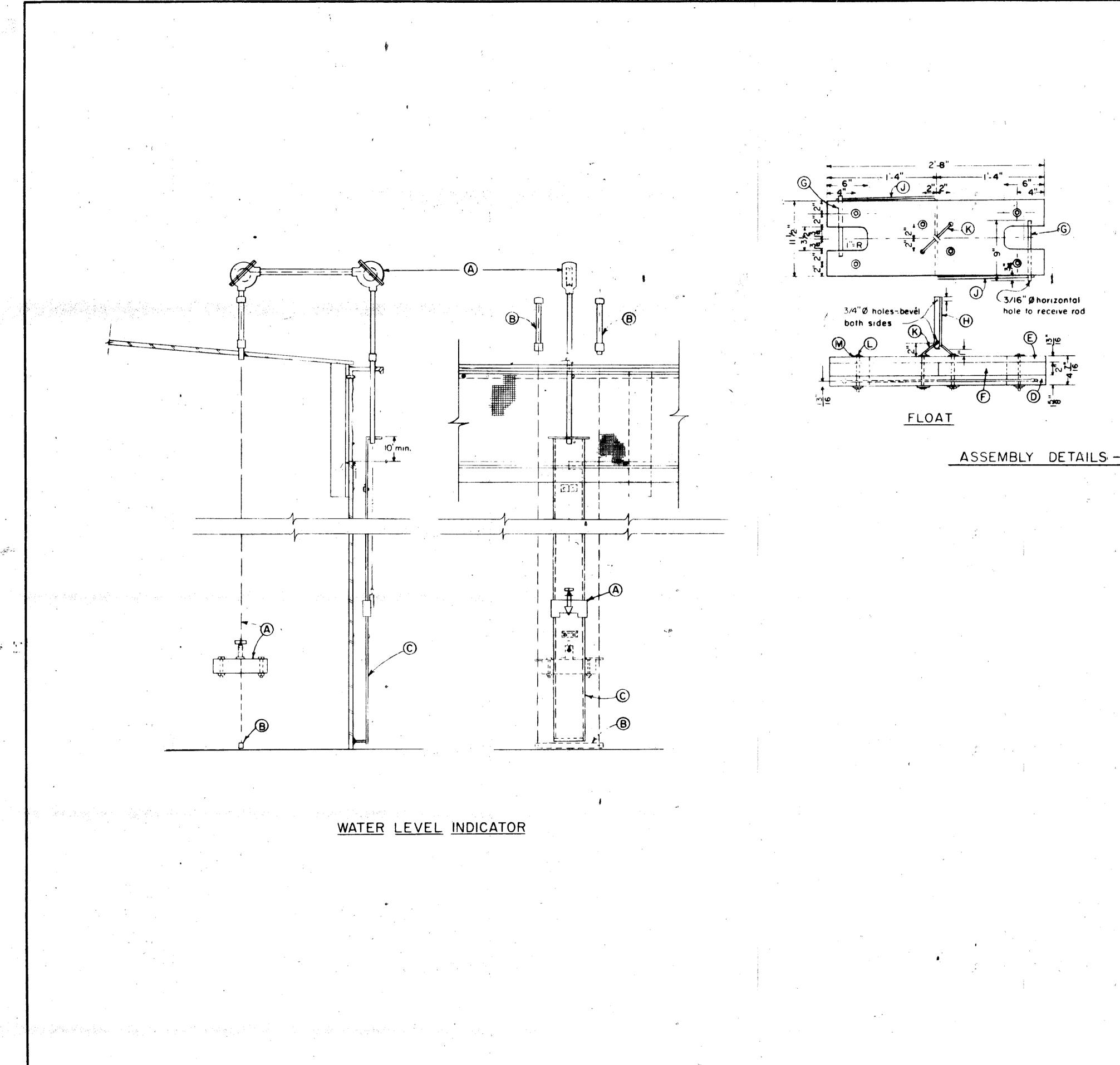
APPROVED BY8 David A. Young P.C.E. 11488

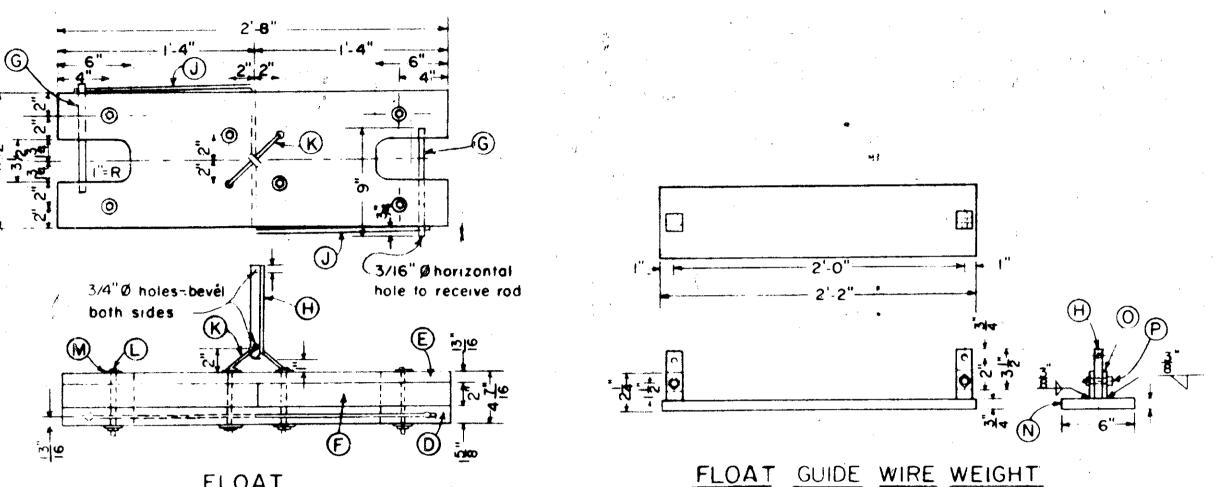
Director of Public Works





9-39

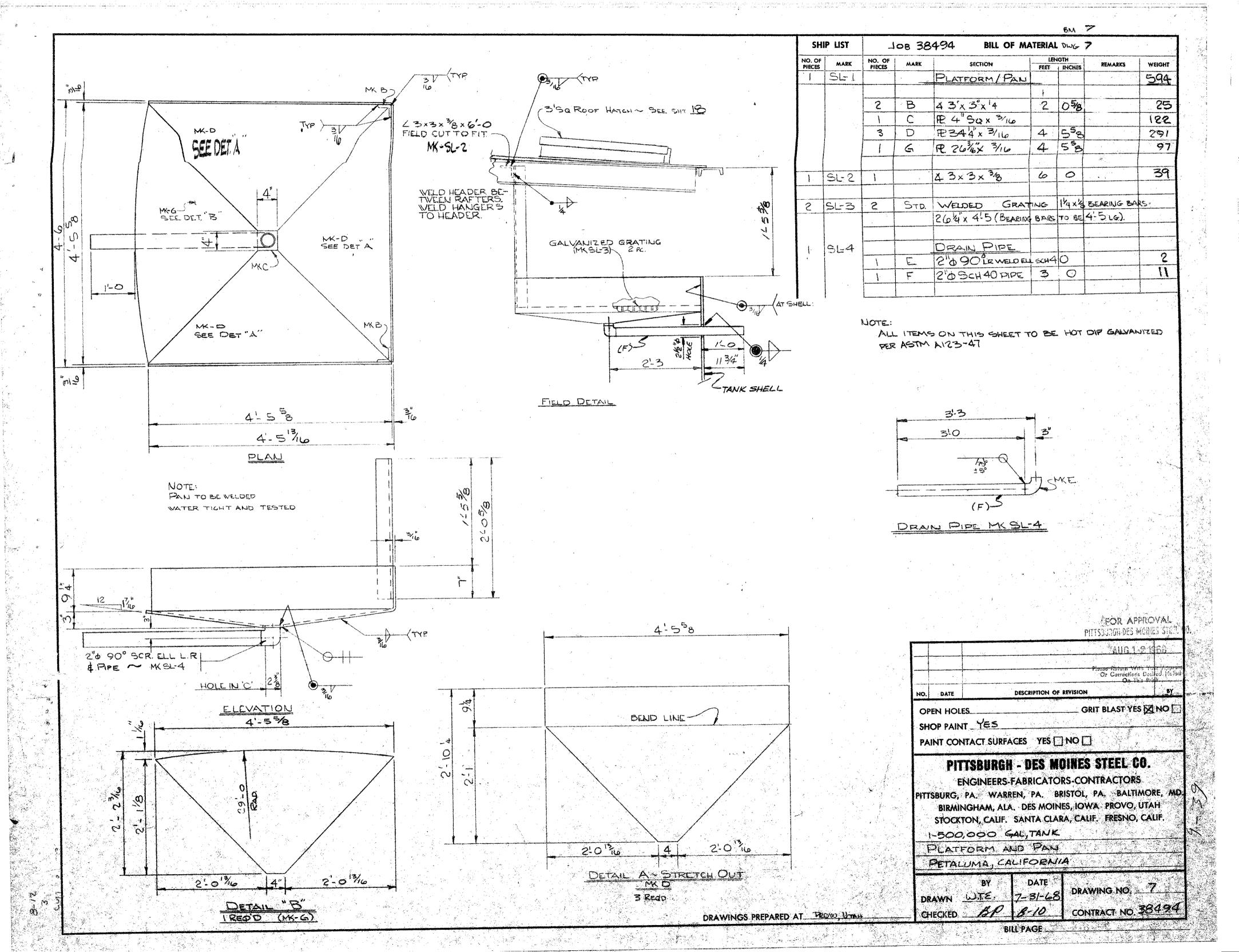


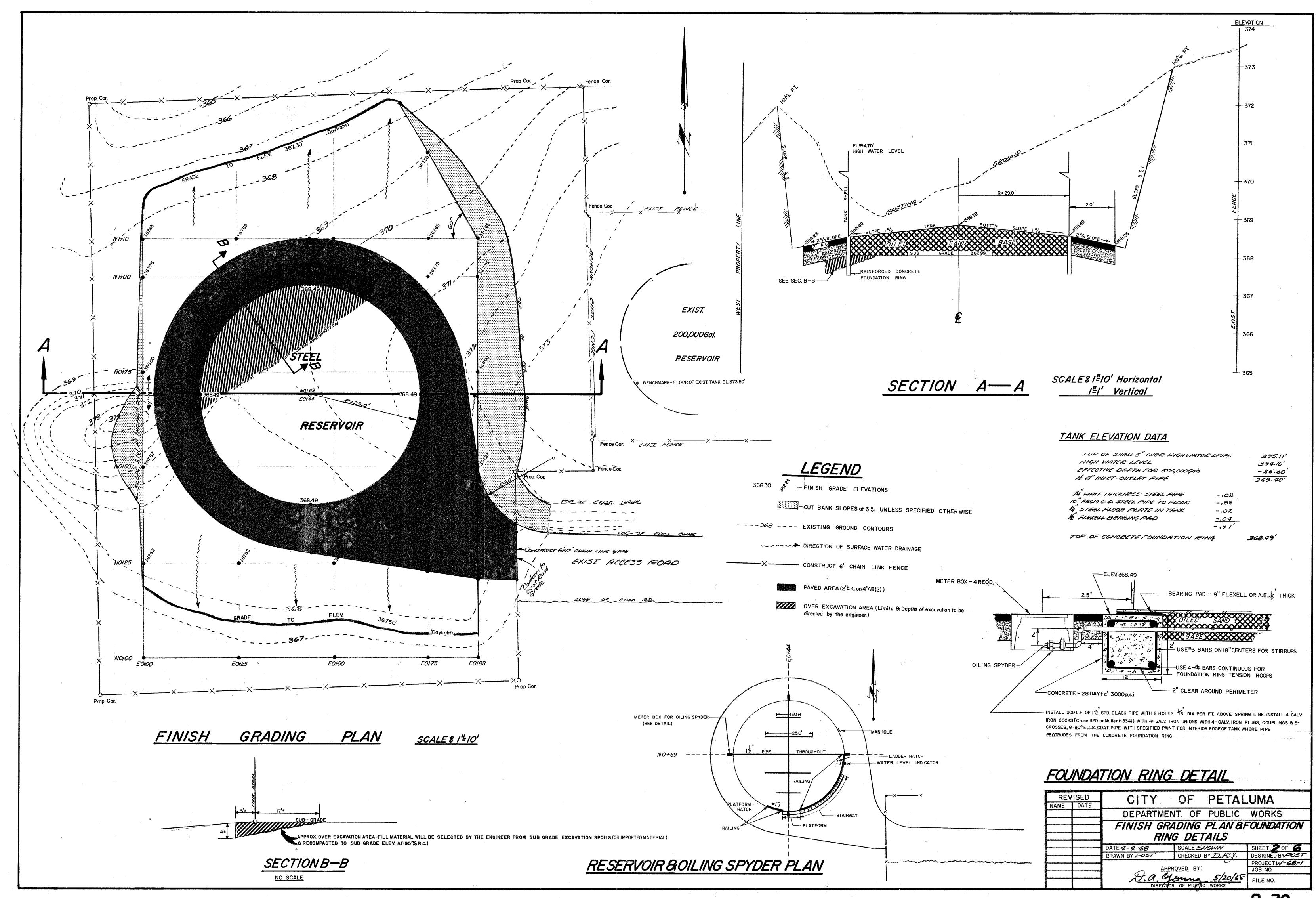


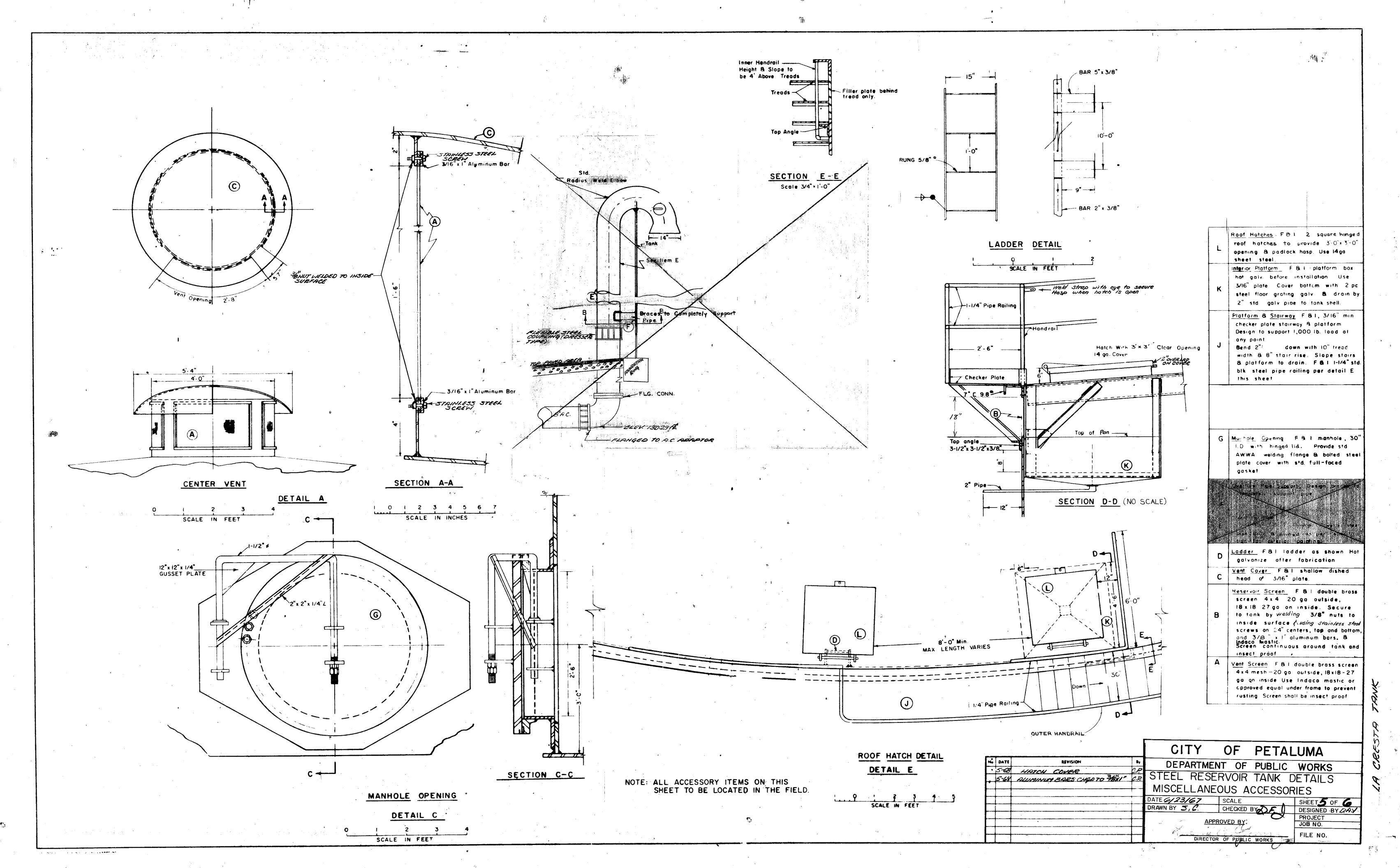
ASSEMBLY DETAILS - WATER LEVEL INDICATOR

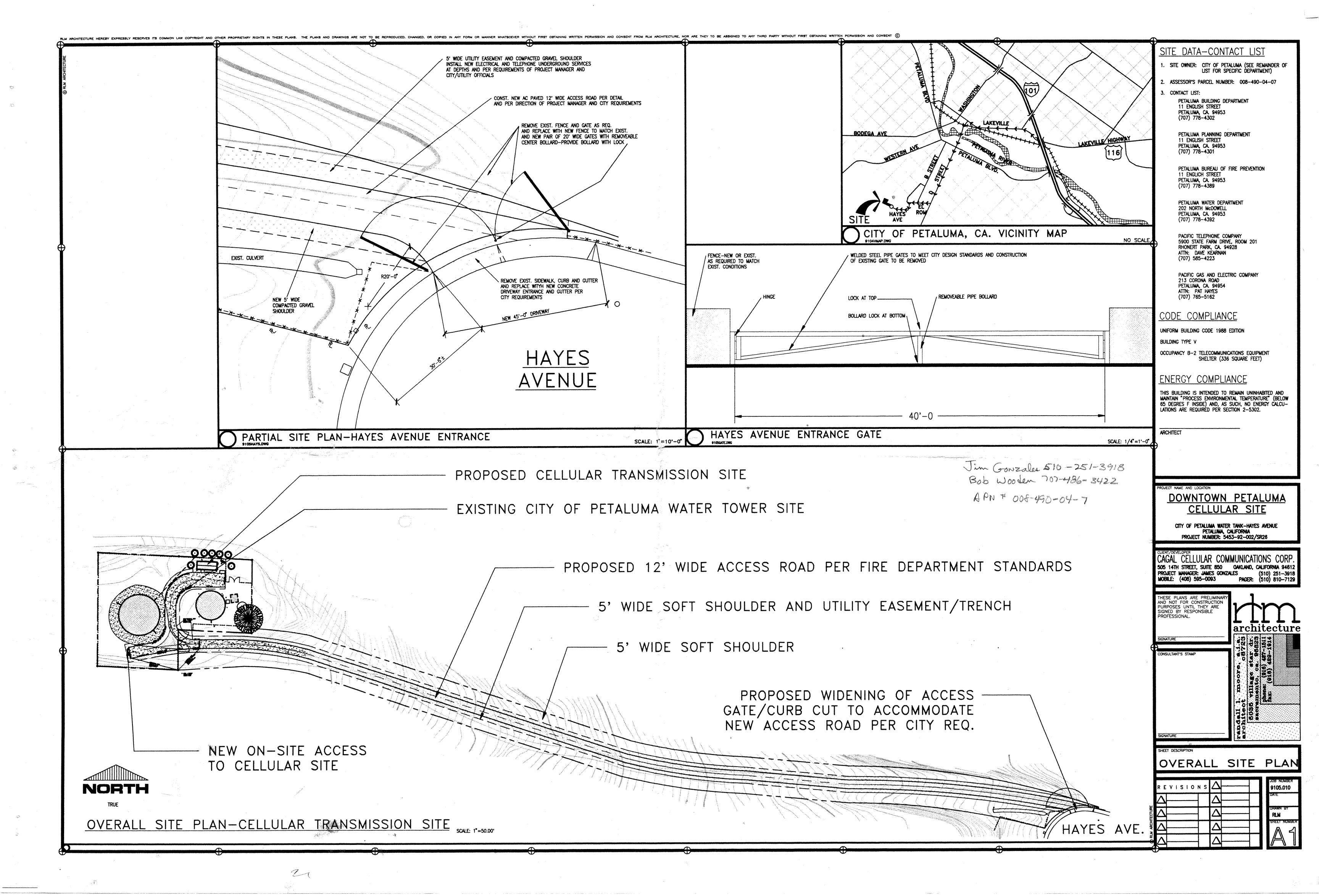
Ρ	1/2" x 2" Steel Bolts with nuts
0	3/8" x 12" Steel Bar
N	1" x 6" x 2'-2" H-R Steel Plate
M	1/4" Bronze Washers
L	1/4" x 5" Bronze Machine Bolt with nuts
K	1/4" Dia. Bronze Rod
J	,144 Dia, Phosphor Bronze Rod
Н	1/2" x 1-1/2" Bakelite
G	K2" Dio Bakelite Rod
F	12"x 18"x 2" Foamglas Blocks
Ε	l" x 12" S4S Redwood, clear
D	2"x12" S4S Redwood, clear
С	Indicator Board, Shand & Jurs ST-10164 or approved equal.
8	Guide wire and spring assembly with anchor b
Α	Liquid Level Indicator, Shand & Jurs ST-92302 or approved equal.

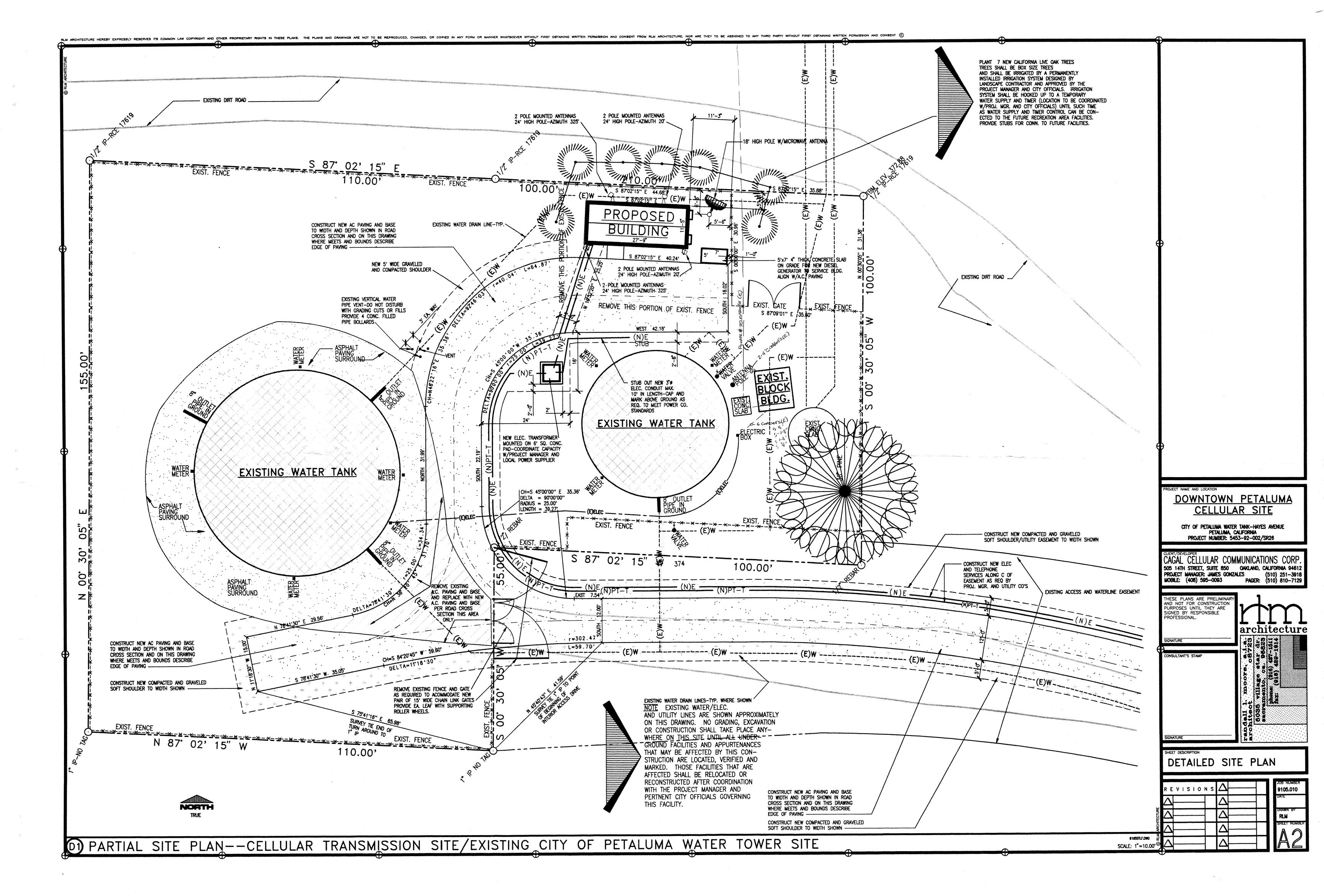
	·	'		•		
			CITY	OF	PETAL	LUMA
Ne.	DATE	REVISION D <sub>1</sub>	DEPARTMEN	VT OF	PUBLIC	WORKS
			WATER	IEVE	L INDIC	ATOR
			WAILN	LLVL		
٠			DATE 6/23/67	SCALE	٨	SHEET 6 OF 6
			DRAWN BY 5 C.	CHECKED	BKOF	DESIGNED BY D.A.Y
					4.0	PROJECT
			<u>APP</u>	ROVED BY;		JOB NO.
			DIRECTO	R OF PUBLIC	WORKS	FILE NO.

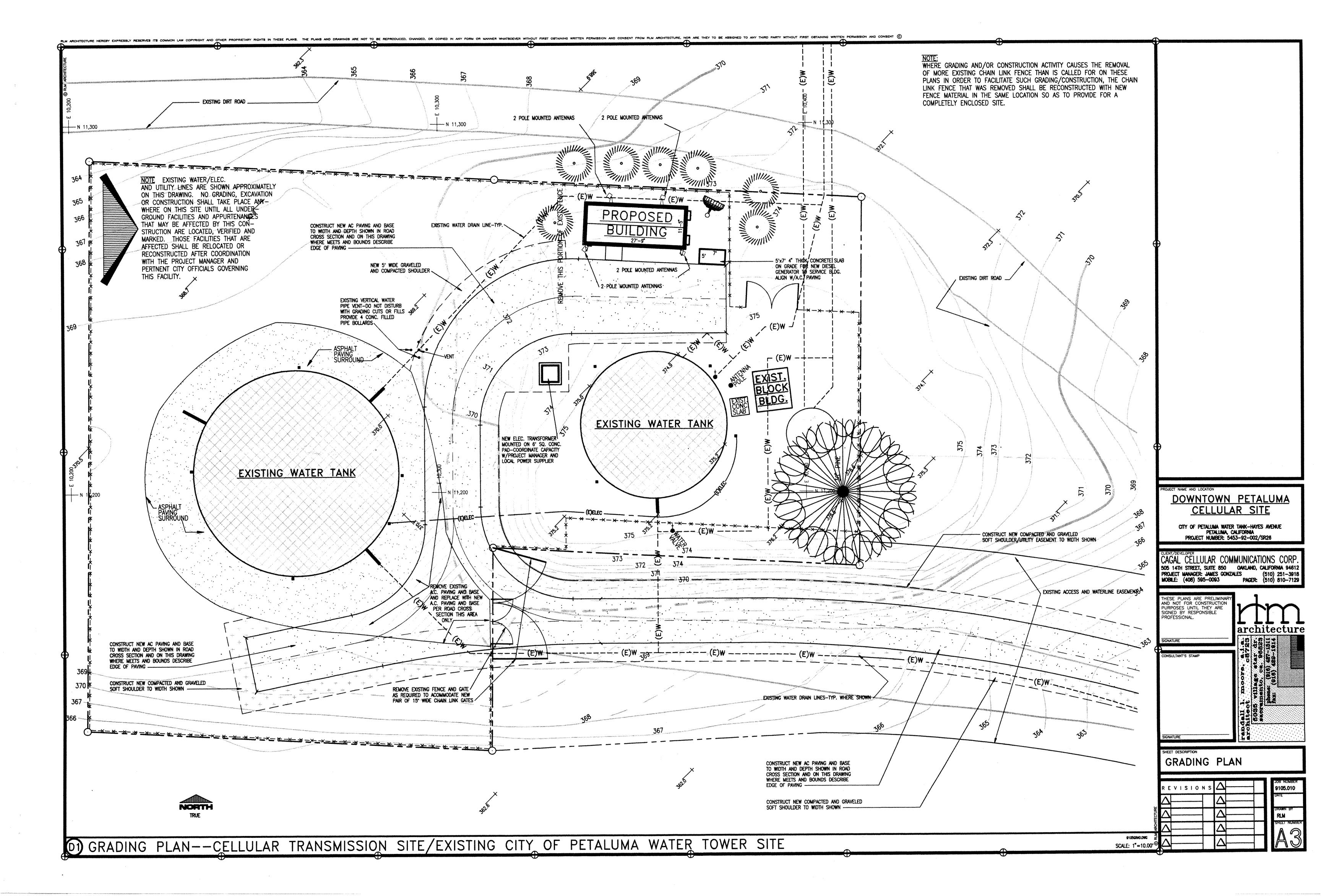


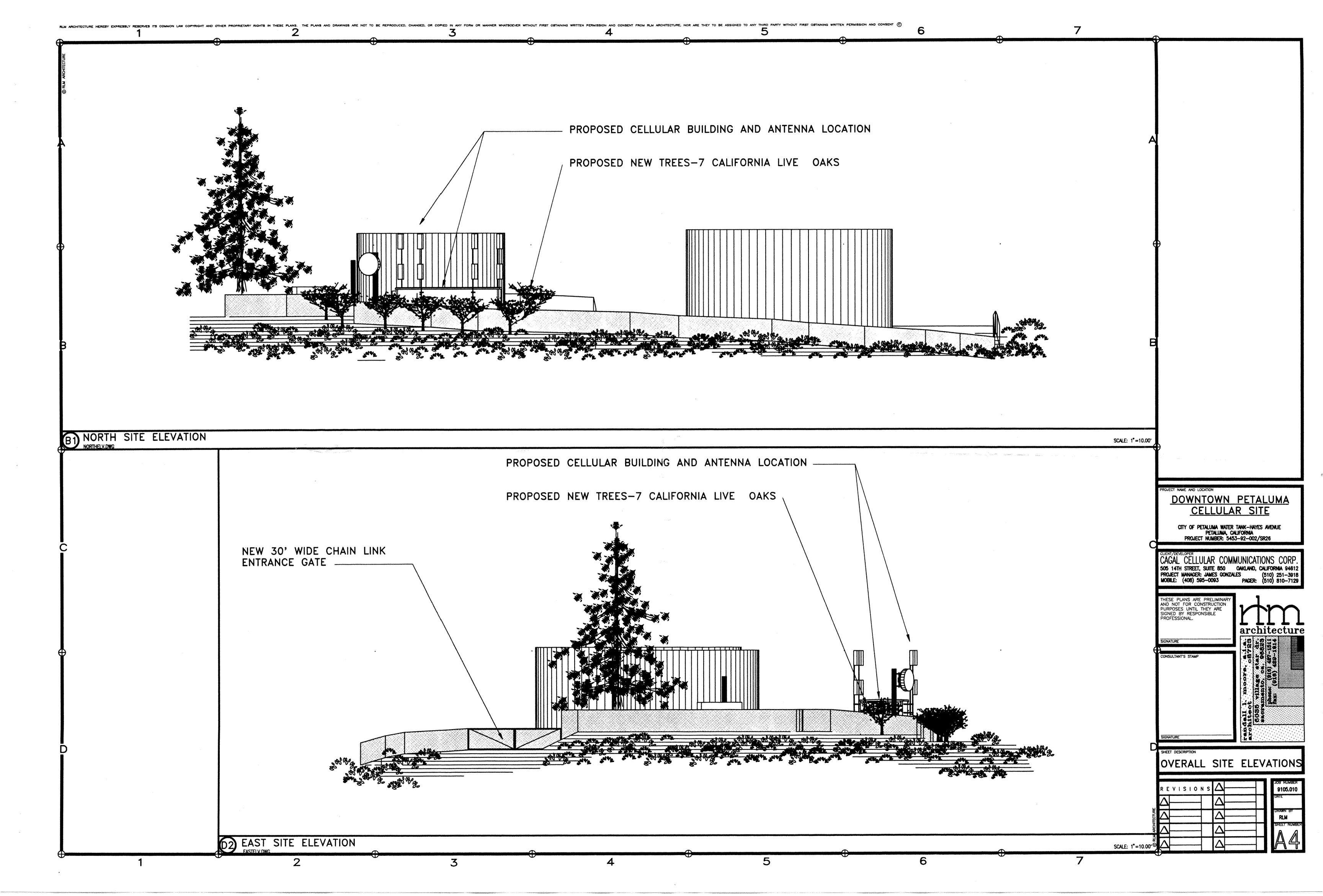


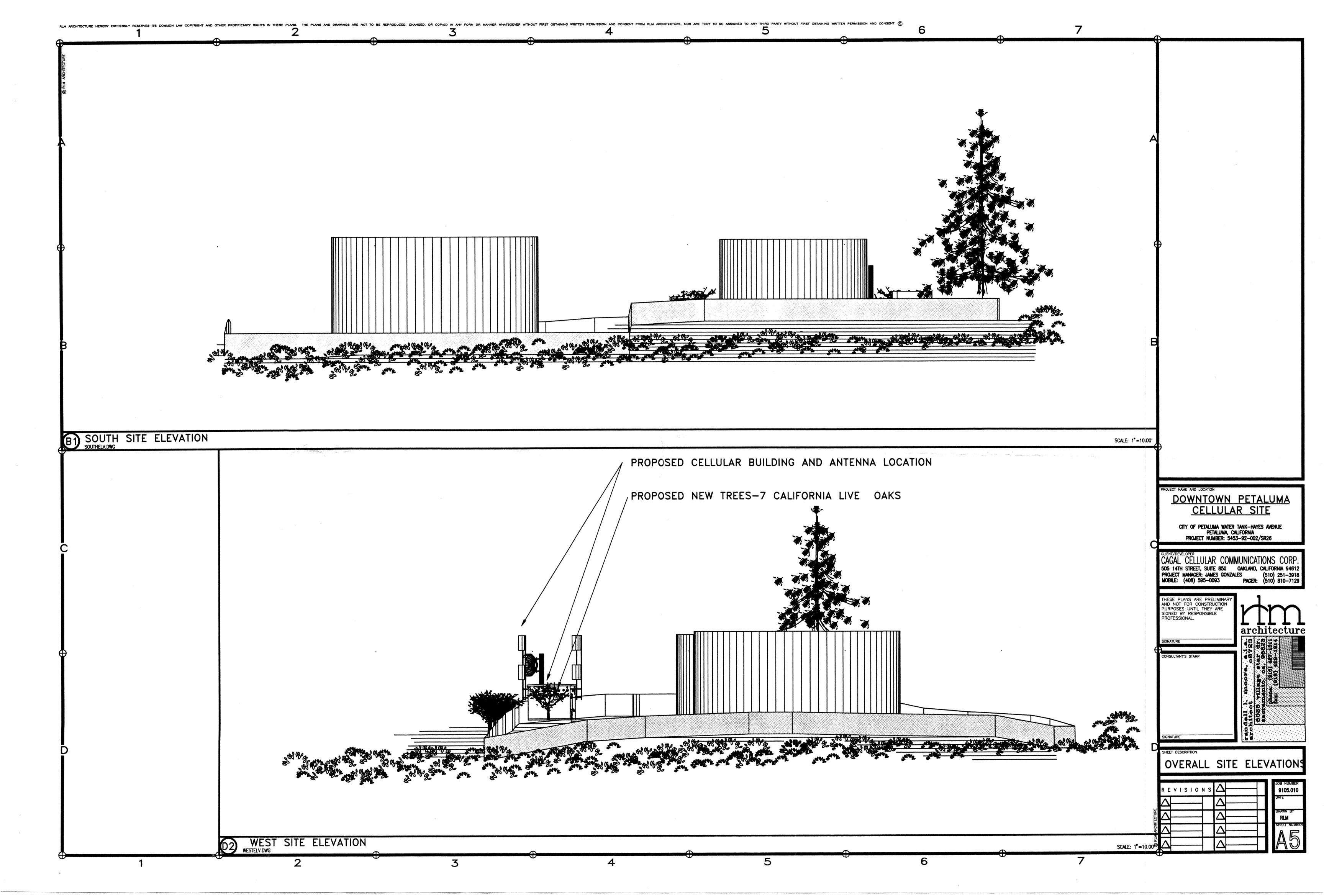


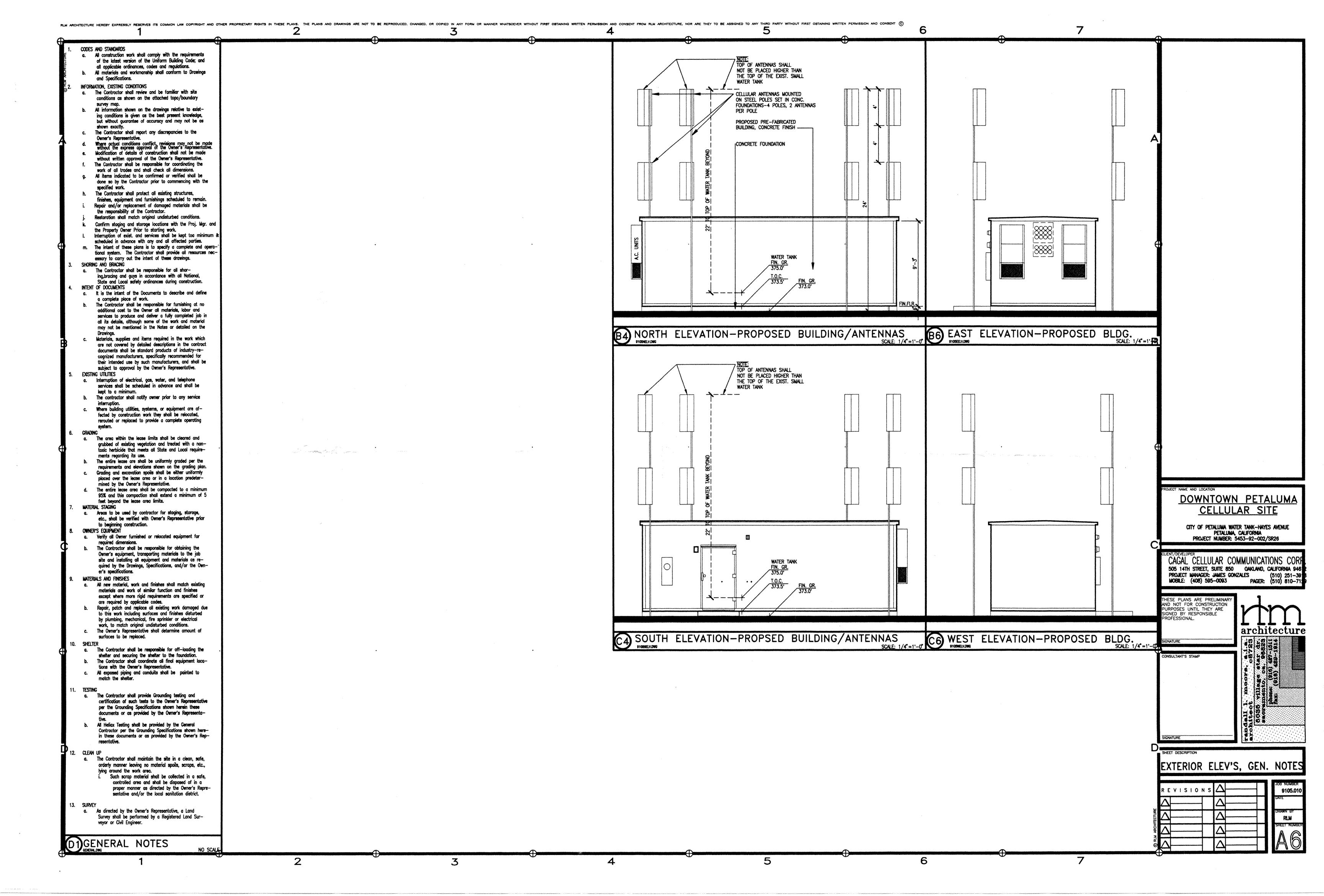


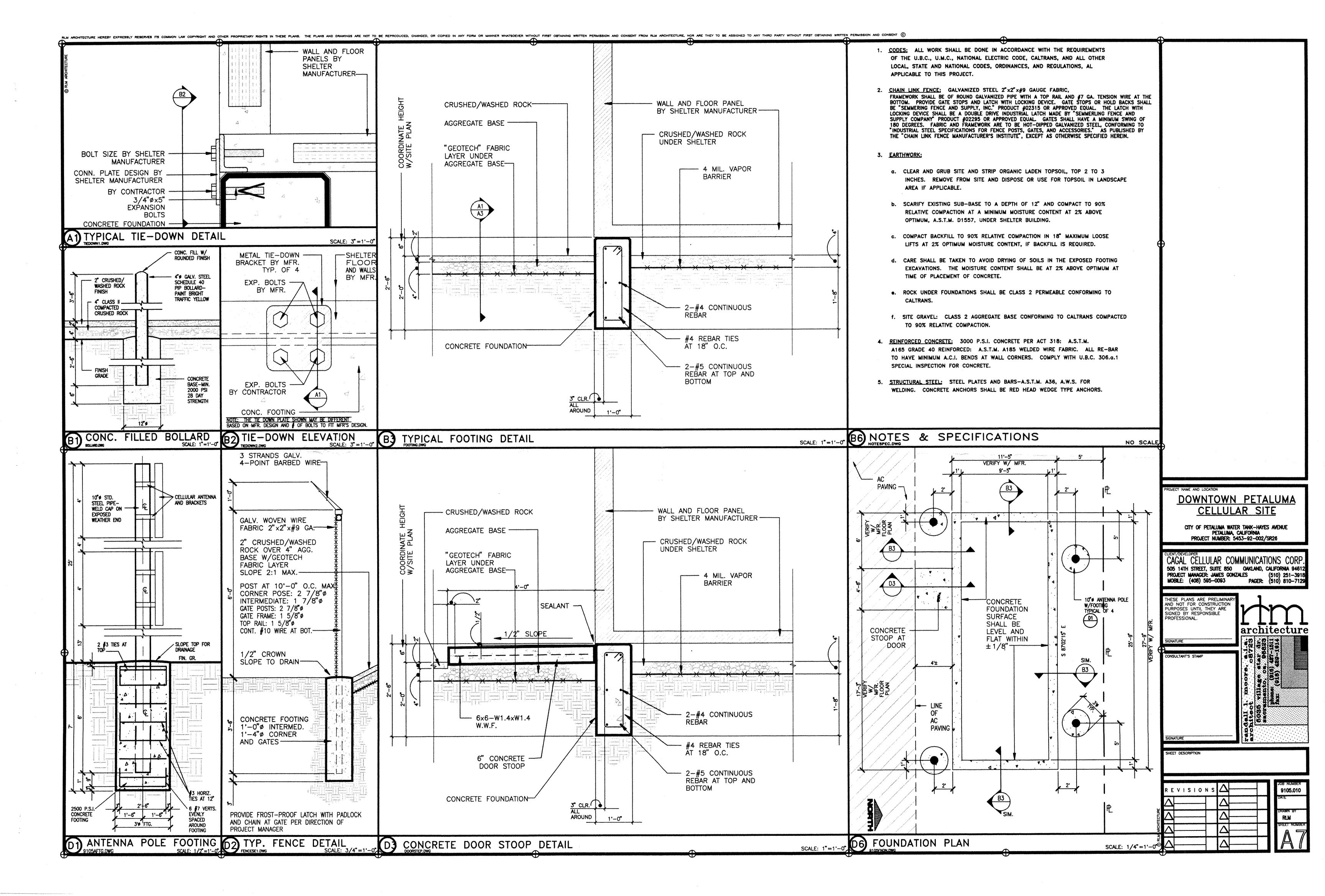


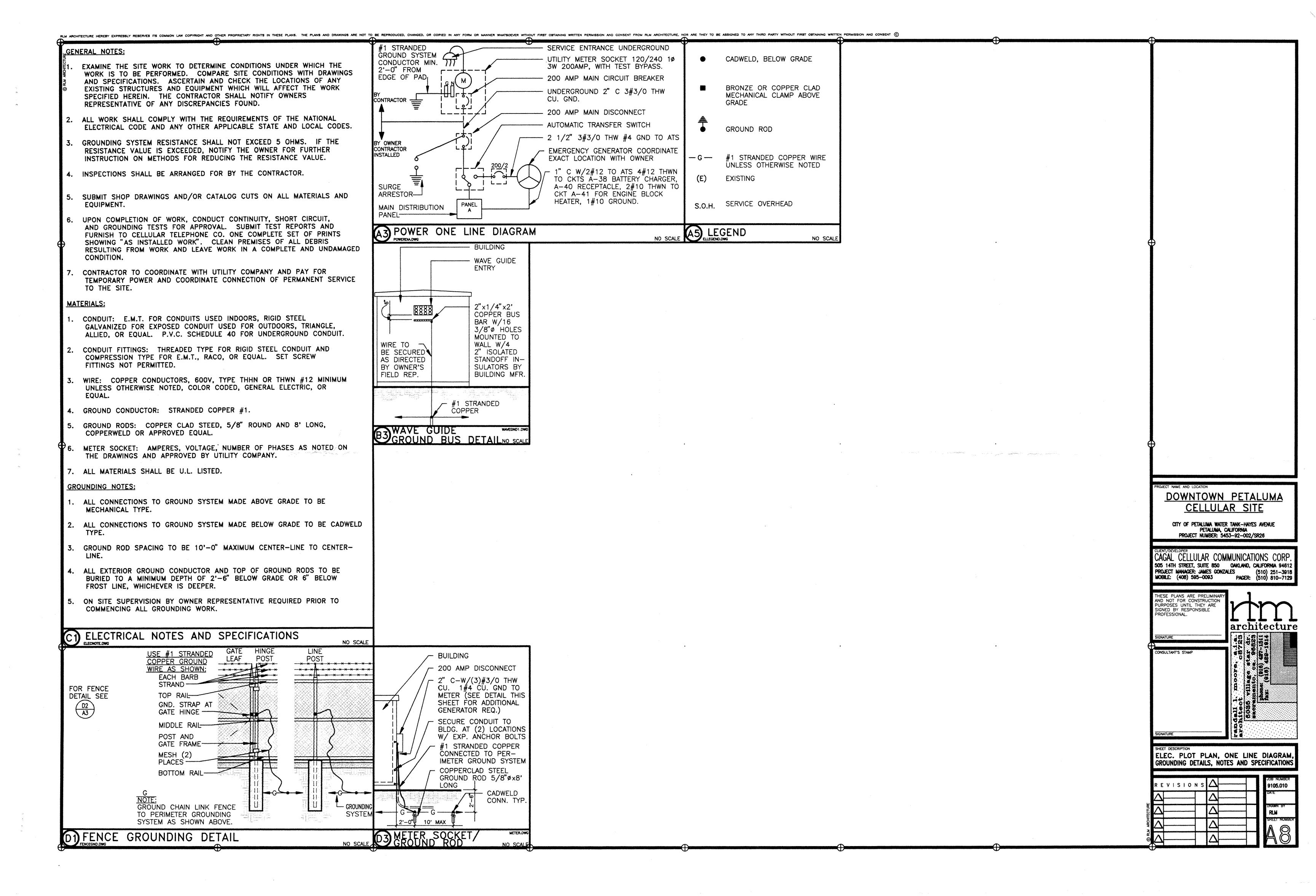


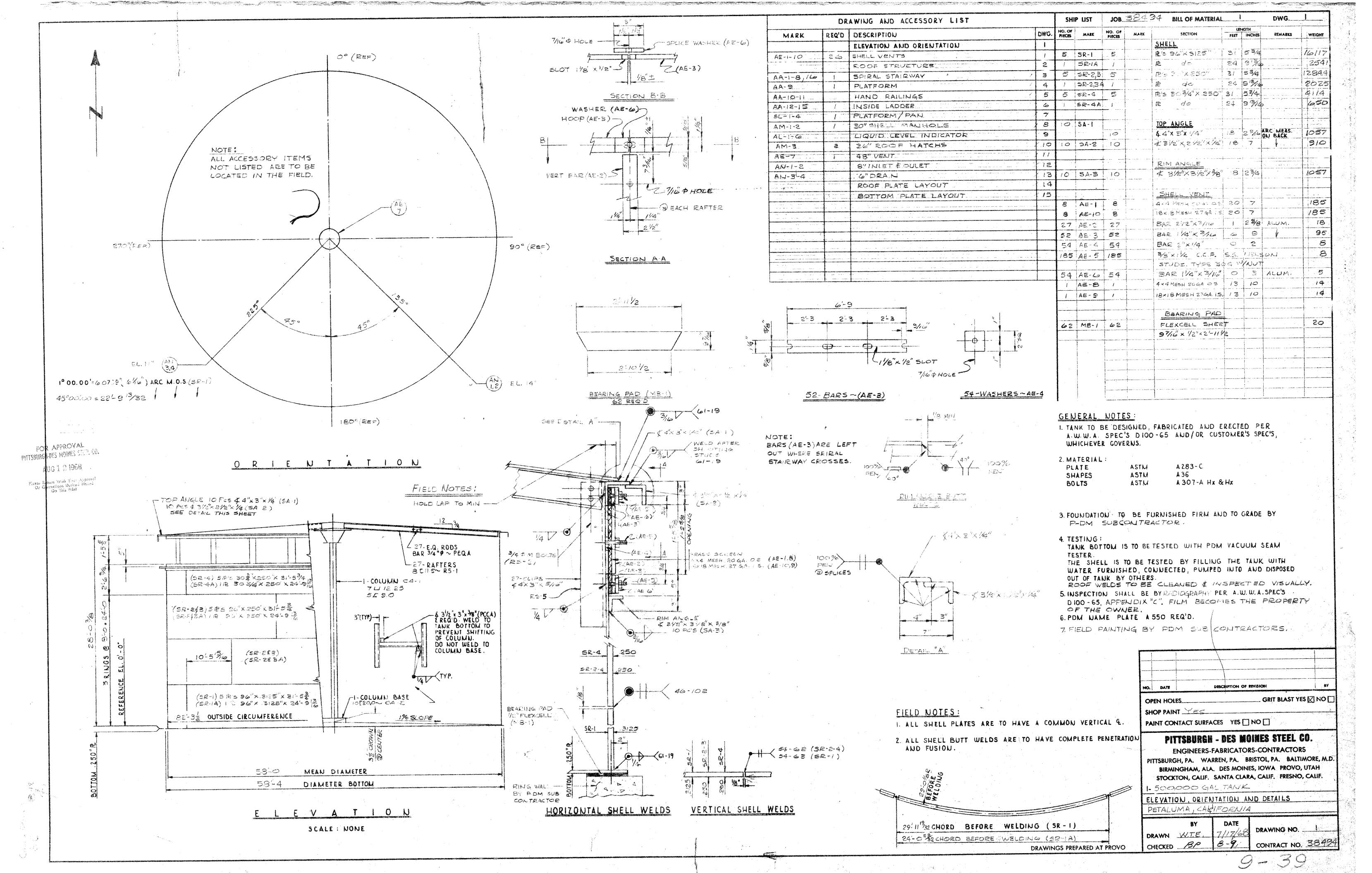


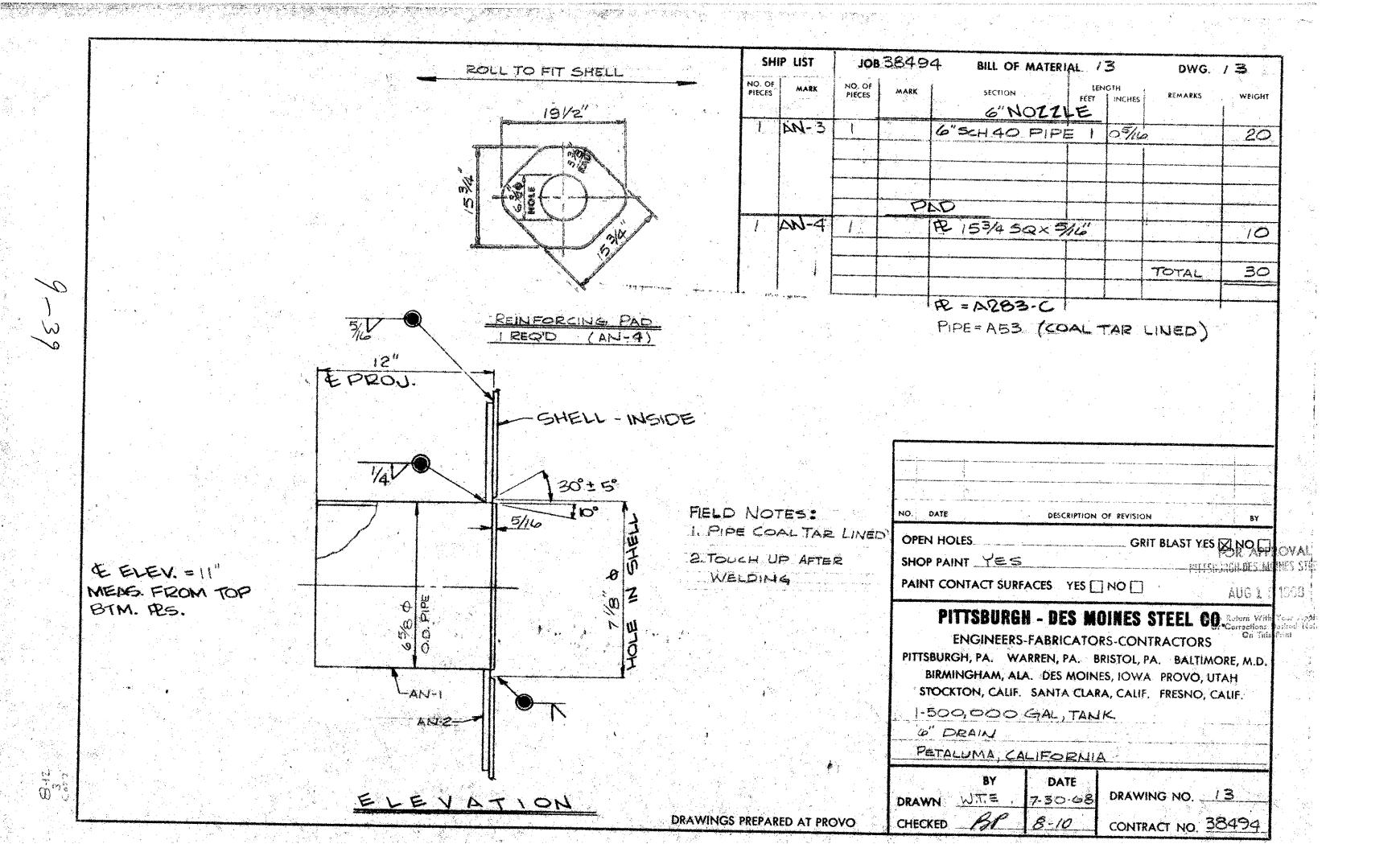




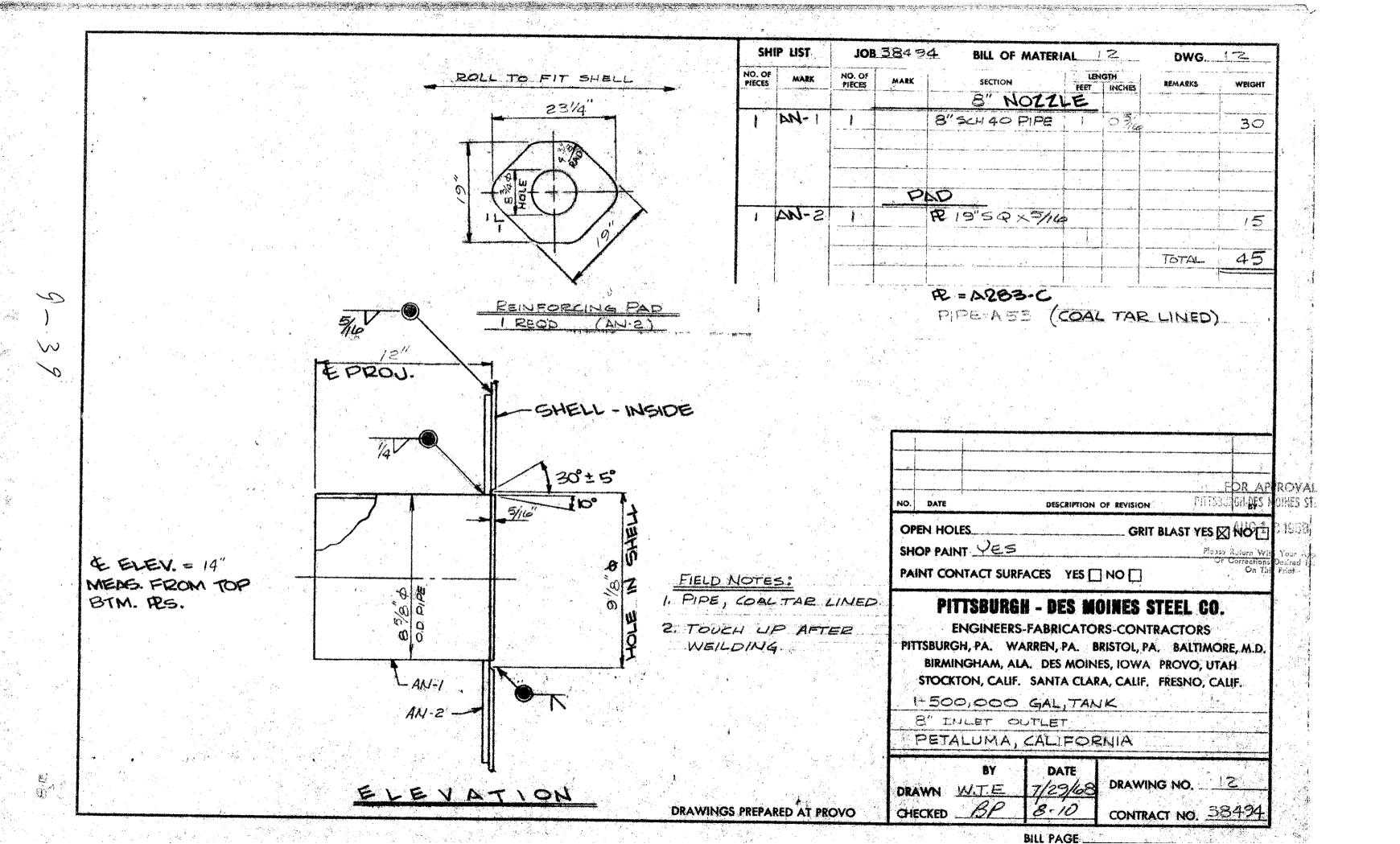








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DRAWINGS PREPARED AT PROVO

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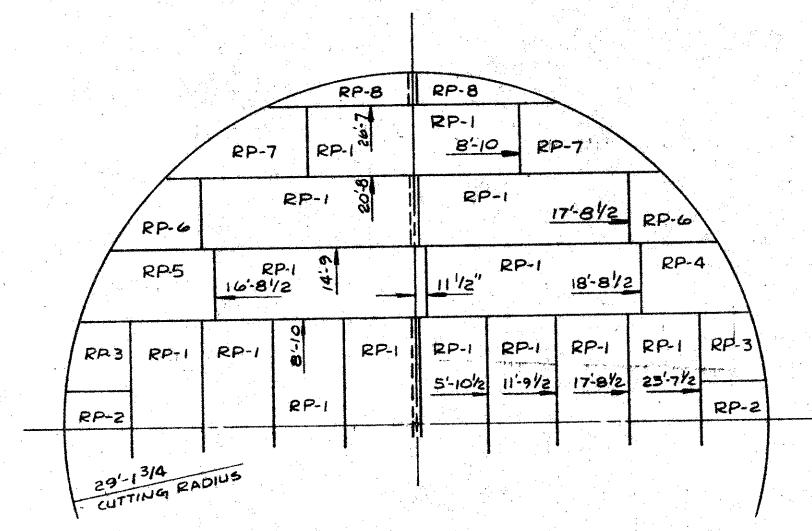
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CONTRACT NO. 38995

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SECTION A-A

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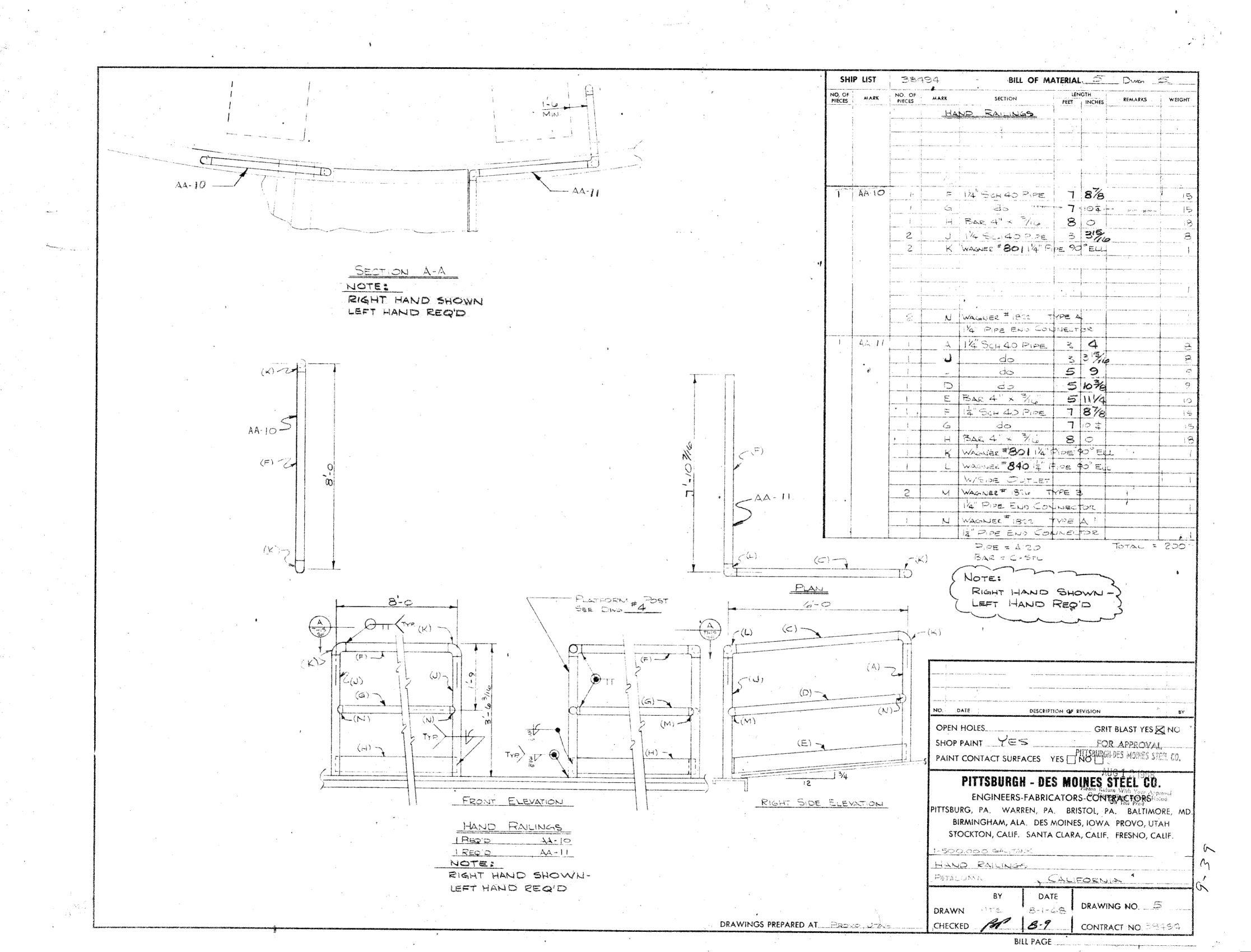
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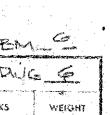
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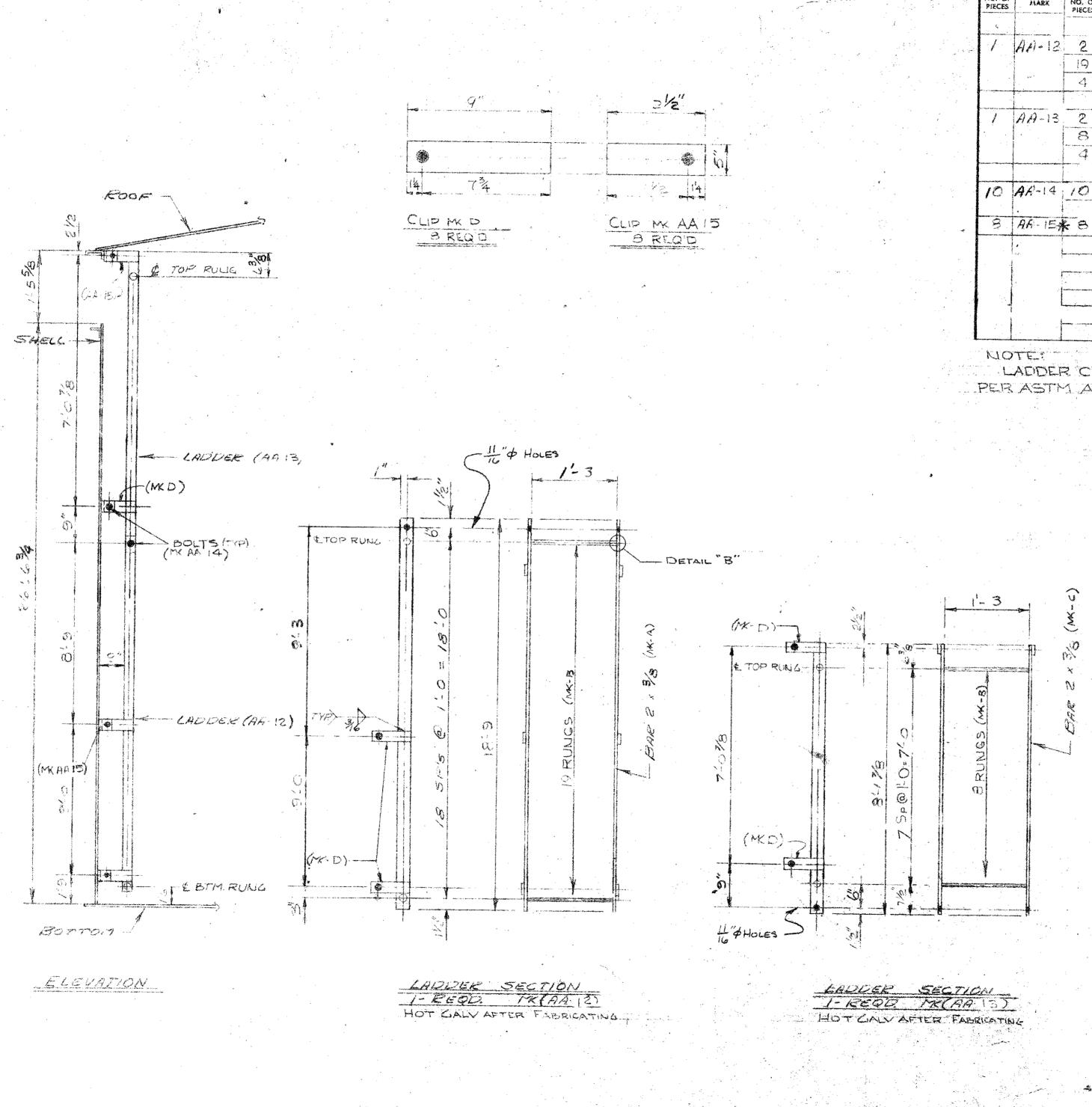
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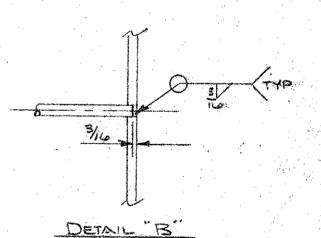




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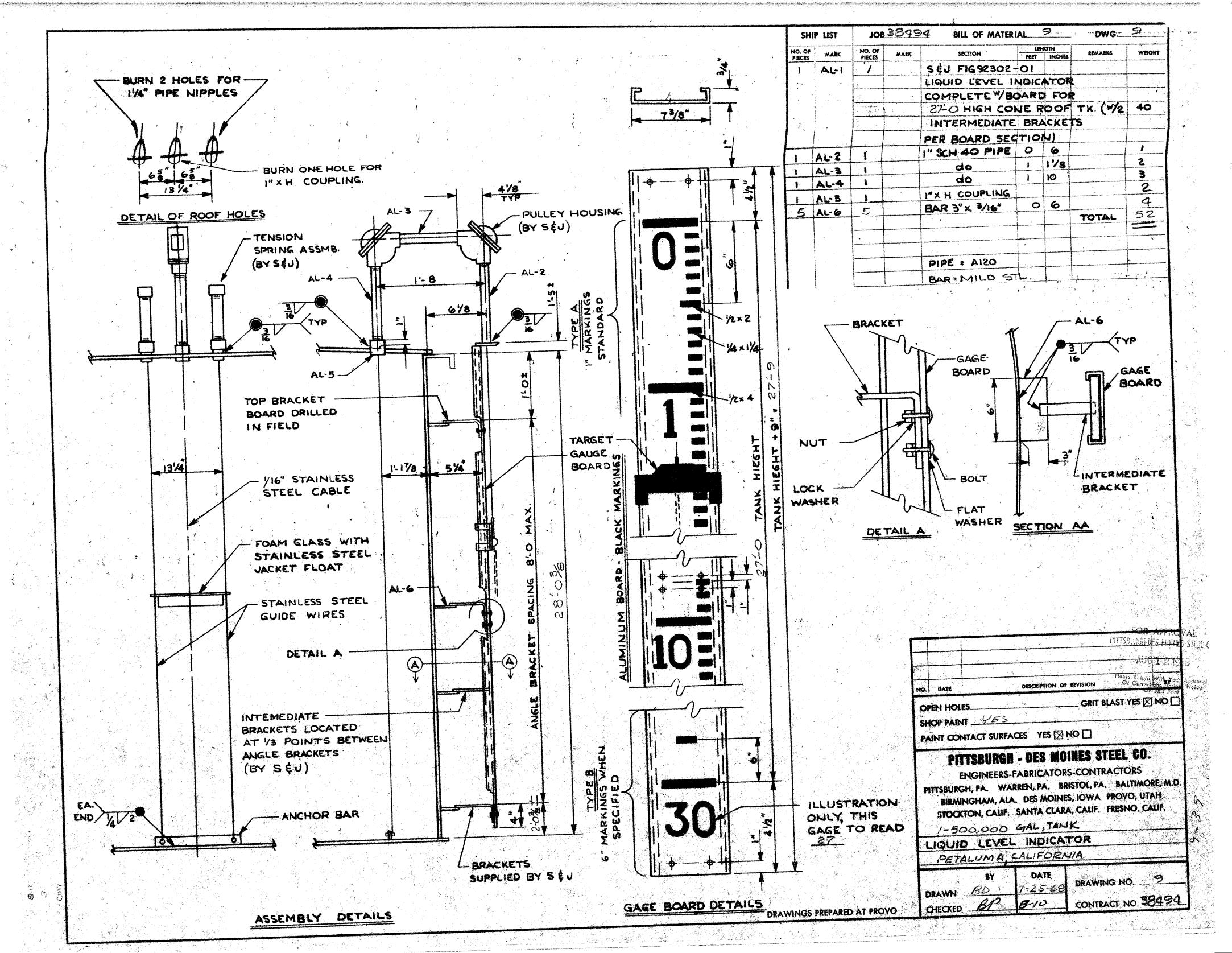
OPEN HOLES 16" \$ GRIT BLAST YES NO SHOP PAINT YES (AA-15 ONLY) FOR APPROVAL
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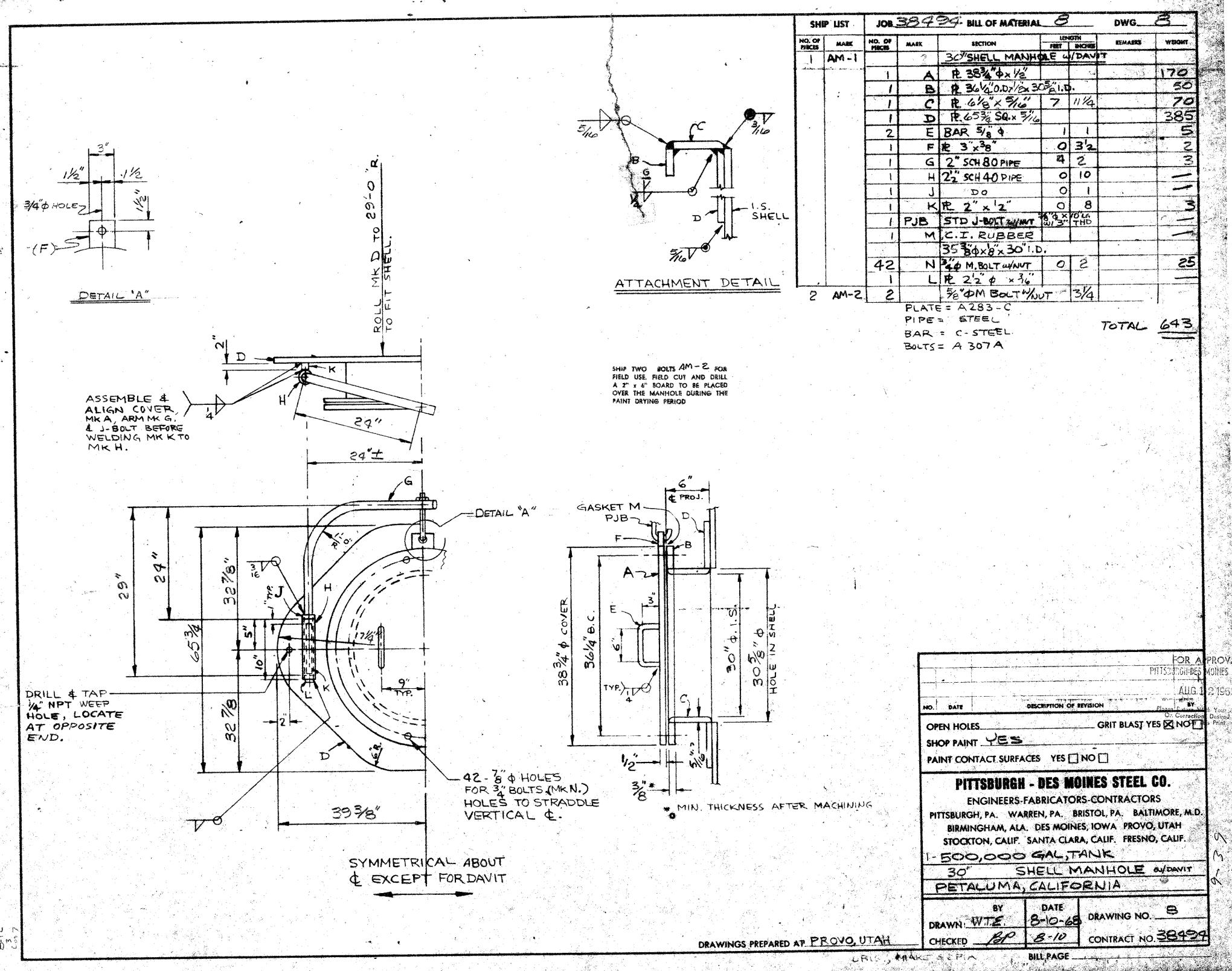
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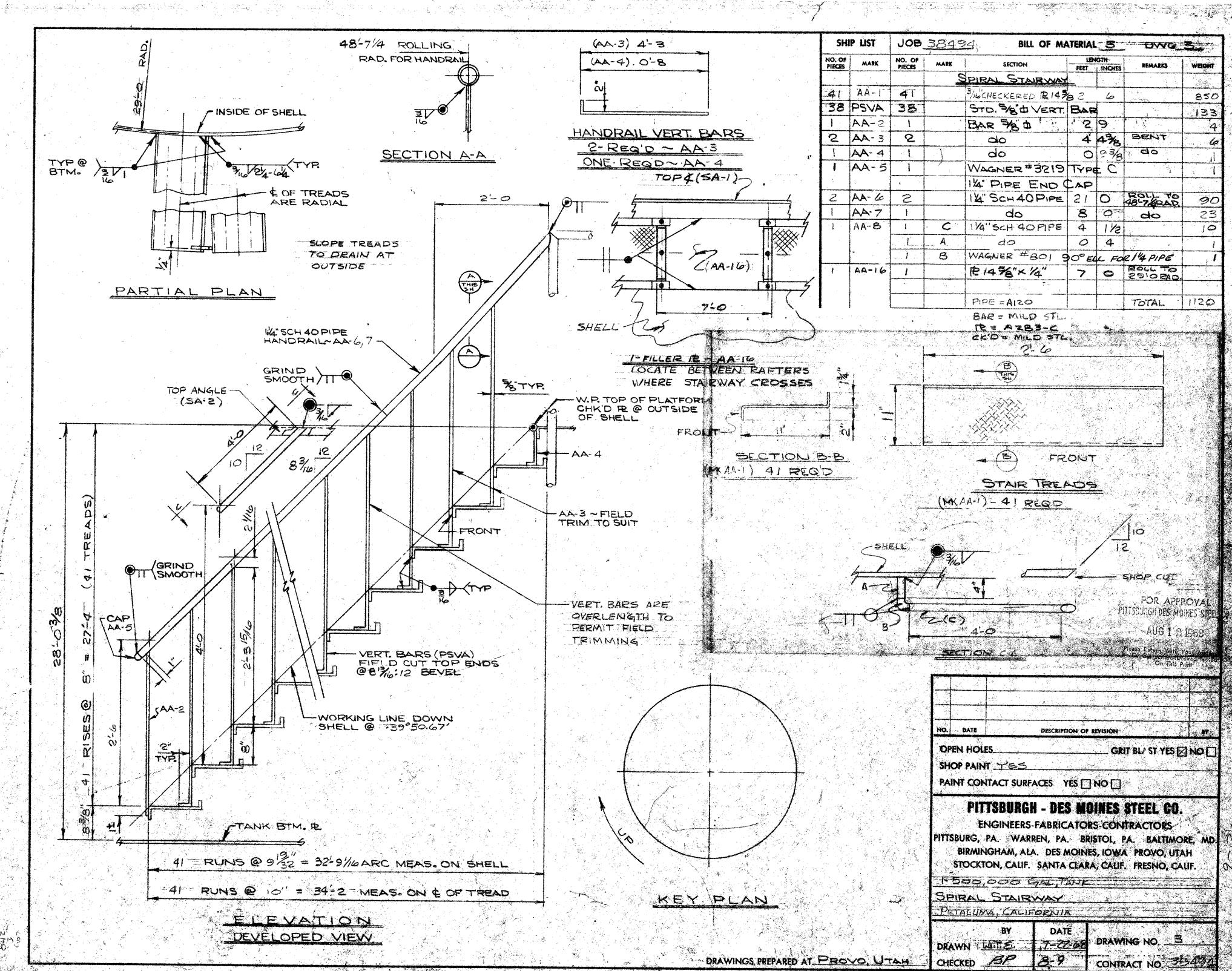
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DRAWINGS PREPARED AT FROVO, UTAH





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