

REQUEST FOR PROPOSALS

CITY OF PETALUMA, CALIFORNIA

FOR FUEL TRAILER HAULING SERVICES
FOR THE
ELLIS CREEK WATER RECYCLING FACILITY



CITY OF PETALUMA – SONOMA COUNTY – CALIFORNIA

RFP Issue Date: July 15, 2019

Recommended PRE-PROPOSAL Site Visit

DATE: July 25, 2019
TIME: 8:00 AM
LOCATION: Ellis Creek Water Recycling Facility
3890 Cypress Drive
Petaluma, California 94954

PROPOSAL DUE DATE: August 5, 2019 no later than 5:00 p.m.

LOCATION: City of Petaluma
Ellis Creek Water Recycling Facility
3890 Cypress Drive
Petaluma, California 94954

July 15, 2019

**NOTICE OF REQUEST FOR PROPOSALS
FOR
FUEL TRAILER HAULING SERVICES**

NOTICE IS HEREBY GIVEN THAT the City of Petaluma is seeking proposals for Fuel Trailer Hauling Services. The City seeks proposals for firms to provide qualified driver(s) and vehicle(s) to tow fuel trailers filled with renewable Compressed Natural Gas (CNG) produced at the Ellis Creek Water Recycling Facility (ECWRF) to the site of the City's franchise refuse hauler, Recology Sonoma Marin, and to return unfilled trailers to the ECWRF, six days per week. The City requests that proposals include additional As Needed Services to tow filled or unfilled CNG trailers to other sites within the region. The services requested are more specifically described within this Request for Proposals (RFP).

A recommended pre-proposal site visit will be held Wednesday, July 25, 2019, at 8:00 AM. All interested Contractors are invited to meet on said date and time at the City of Petaluma, Ellis Creek Water Recycling Facility, 3890 Cypress Drive, Petaluma, California. The site visit will include a visit to the Recology Sonoma Marin site at 1309 Dynamic Street in Petaluma.

The City is implementing its Biogas-to-Biofuel (B2B) program which will produce renewable CNG fuel as a byproduct of wastewater treatment at ECWRF. A portion of Recology's fleet will be fueled with CNG produced at and transported from ECWRF. The City has purchased two Luxfer GTM trailers to provide mobile fueling. The trailers will be towed to transfer approximately 500 diesel gallon equivalents (DGE) of CNG from the ECWRF to Recology's site in Petaluma.

The CNG trailers will be connected at Recology's site via a standard vehicle fueling hose to a time-fill station equipped with a booster compressor to fuel up to 20 refuse trucks over an eight hour period. In normal operations, one trailer will be connected to the filling station at ECWRF and be filled with renewable CNG to working pressure of 3,600 psig, while the other trailer will be connected to the time-fill station at Recology's facility for filling refuse trucks. The trailers will be swapped out once each day, six days a week.

The services and equipment to be provided are described in the specification section of this proposal.

For additional information concerning services to be provided contact:

Leah Walker
Environmental Services Manager
City of Petaluma, Public Works and Utilities
Address: 3890 Cypress Drive
Petaluma, CA 94954
Telephone: (707) 778-4583
E-mail: lwalker@cityofpetaluma.org

Proposal Due Date: August 5, 2019, at 5:00 p.m. at the City of Petaluma, Ellis Creek Water Recycling Facility, 3890 Cypress Drive, Petaluma, California.

PROPOSAL FOR FUEL TRAILER HAULING SERVICES

Submit this page with your proposal

Proposal Due Date: **August 5, 2019, no later than 5:00 p.m.**

PROPOSER NAME: _____

The following prices are proposed in accordance with terms, conditions and work specifications contained within the RFP:

STANDARD SERVICES

Fuel trailer hauling services (total net charge including driver, equipment and all other expenses)

Total Monthly Cost

\$ _____

Total Yearly Cost

\$ _____

AS NEEDED SERVICES

Fuel trailer hauling services to sites within 50 miles of ECWRF (total charges include vehicle cost per mile plus driver cost per hour)

Vehicle Cost per Mile

\$ _____

Driver Cost per Hour

\$ _____

CONTRACT PERIOD: Proposal to cover September 1, 2019 through June 30, 2022 with possible extension through June 30, 2024

Name and Address of Proposer:

Phone Number:

Date of Proposal: _____

Signature of Person Authorized to Sign:

Contractor's License No. _____
If applicable

Please Type Signer's Name and Title

PROPOSAL FOR FUEL TRAILER HAULING SERVICES

Submit this page with your proposal

Proposal Due Date: **August 5, 2019, no later than 5:00 p.m.**

PROPOSER NAME: _____

SPECIFICATION CHECKLIST

EQUIPMENT

Vehicle capable of pulling the loaded Gross Vehicle Weight of 17,000 pounds Type _____

Vehicle complies with Department of Transportation requirements Yes ____ No ____

Vehicle equipped with fire extinguisher and emergency warning devices as required by federal regulations 40 CFR Part 172 Yes ____ No ____

DRIVER

Valid Commercial Class A License with Hazardous Material endorsement issued by the California Department of Motor Vehicles Yes ____ No ____

Valid Hazardous Materials Transportation License issued by the California Highway Patrol Yes ____ No ____

At least three years of experience driving vehicles similar to the vehicle specified and shall have had no misdemeanor moving violations or preventable accidents for one year Yes ____ No ____

REFERENCES

The proposer shall supply three (3) references for work accomplished within the last three years that are similar to the equipment/material/services offered in this proposal.

1. Company Name _____ Address _____

Contact _____ Phone _____

2. Company Name _____ Address _____

Contact _____ Phone _____

3. Company Name _____ Address _____

Contact _____ Phone _____

**REQUEST FOR PROPOSALS
FOR
FUEL TRAILER HAULING SERVICES**

GENERAL PROVISIONS

1. **PROPOSALS:** Contractors are required to submit a proposal on all items. Proposal submittals that do not have all items will not be considered.

This Request for Proposals (RFP) shall result in a firm, fixed price contract for Standard Services and vehicle cost per mile plus driver cost per hour for As Needed Services as specified.

All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal.

All proposals must be signed with the firm's name by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

2. **SUBMISSIONS OF PROPOSALS:** Each proposal must be submitted on the prescribed forms in a sealed envelope with the proposal name, closing date and time on the outside.

Information must be furnished complete and in compliance with the terms, conditions, provisions and specifications of the Request for Proposals. The information requested, and the manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided.

Proposals and modifications or corrections thereof received after the closing time specified will not be considered. No telegraphic, telephone or facsimile of proposals will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.

Proposals shall be for the total net price including all applicable taxes and charges.

3. **PROPOSAL POSTPONEMENT AND AMENDMENT:** The City of Petaluma reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective Contractors. Prospective Contractors are defined as those Contractors listed in the City's Request for Proposals list for this material/service, or who have obtained their documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as, in the opinion of the City, shall enable Contractors to revise their proposals.
4. **SINGLE PROPOSAL RESPONSE:** If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single Contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal to

determine if the price is fair and reasonable.

5. **PROPOSAL WITHDRAWAL:** After the proposals are opened, proposal may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the Contractor's authorized representative in person, by written notice, or by facsimile notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received in the office designated on Page No. 1 of this Request for Proposals no later than the exact date/time for the proposal opening. A facsimile modification or withdrawal received in the designated office no later than the date/time set for the proposal opening shall be considered if such message is confirmed in writing by fax.
6. **PROPOSER INVESTIGATION:** Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the Contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.
7. **PRE-PROPOSAL SITE VISIT:** There will be a one-time only **Recommended Pre-Proposal Site Visit** for all locations on **Thursday, July 25, 2019 at 8:00 AM**. Prospective proposers are requested to meet at the **Ellis Creek Water Recycling Facility, 3890 Cypress Drive, Petaluma, CA**. The site visit will allow prospective proposers to familiarize him/herself with all conditions that may affect the performance and cost of the contract. The site visit will include a visit to the Recology Sonoma Marin site at 1309 Dynamic Street in Petaluma.

Refer to the Site Plan for Ellis Creek Water Recycling Facility, Attachment A-1, and Site Plan for Recology Sonoma Marin, Attachment A-2.

Failure to familiarize oneself with all conditions shall not constitute a basis for subsequent contract adjustment.

8. **COMPETENCY OF CONTRACTOR:** No proposal will be accepted from or contract awarded to a Contractor who is not licensed in accordance with the law, who does not hold a license qualifying him/her to perform work under this contract, to whom a proposal form has not been provided and who has not successfully performed work on projects of similar size, character, and scope. The Contractor may be required, before the award of any contract, to show, to the complete satisfaction of the City, that they have the necessary facilities, ability, certifications, experience, and financial resources to provide the services specified herein in a satisfactory manner. Contractor work history and references are required at a minimum. The City may make reasonable investigations deemed necessary and proper to determine the ability of a Contractor to perform the work, and Contractor shall furnish the City all information requested for this purpose.

9. **QUALIFICATIONS AND REQUIREMENTS OF CONTRACTOR:** All services shall be performed by qualified personnel. Refer to Specifications Sections 4 and 5 for specific requirements for vehicle and driver. In the event unacceptable services continue for the same cause after three (3) written notices to the Contractor from the Director of Public Works and Utilities or designee, such continued failure to correct shall constitute grounds for termination of the contract.

All persons in the employ of the Contractor and working in a City facility must be a United States citizen or be an individual who has a legal right to work in the United States. The Contractor must verify citizenship or legal right to work in the United States and retain an I-9 form for each person in the employ of the Contractor and working in a City facility. On the I-9 form, the Contractor must verify the employment eligibility and identity documents presented by the employee and record the document information on the Form I-9.

No person in the employ of the Contractor, who will be considered for employment to work in any City facilities, shall have been convicted of any felony or a crime which relate to theft, violence, or violation of Health and Safety Codes. Any violation of this provision shall constitute grounds for termination of this contract.

Contractor shall have at least three (3) years of recent experience and financial capability to provide full services managing and executing similar agreements.

10. **AWARD:** The City of Petaluma reserves the right to accept proposals as a whole; to reject any and all proposals; to waive any informality in the proposal; and to accept the proposal that appears to be in the best interest of the City.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general will also be considered with any other relevant factors.

Contractors shall be required to provide the information requested regarding equipment, driver, and references under the General Provisions and Specifications sections of this Request for Proposals. This information will be a critical part of the proposal evaluation and award. Failure to provide this information may be sufficient reason to declare the proposal non-responsive. The Director of Public Works and Utilities shall be the sole judge in the determination of these matters.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all certificates of insurance evidencing the required coverage as described under Insurance Requirements in the Request for Proposals.

The Contractor shall not commence work under the terms and conditions of the contract until all certificates of insurance have been approved by the City and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Petaluma.

11. **CONTRACT PERIOD:** September 1, 2019 through June 30, 2022 with optional extension to June 30, 2024 at sole discretion of City.
12. **CHARGE FOR WORK NOT PERFORMED:** In the event that the work schedules are not followed, and a City employee or private Contractor must perform these duties, the total charge to the City for the performance of the work shall be imposed on the Contractor.
13. **PAYMENT TO THE CONTRACTOR:** Payment will be made on a calendar-month basis in arrears. The Contractor shall submit invoices to the City of Petaluma, Accounts Payable Department, Post Office Box 61, Petaluma, CA, 94953. In the event this contract becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved and the work actually performed.
14. **PROFESSIONAL SERVICES AGREEMENT:** The successful firm will be required to execute the City of Petaluma Standard Professional Services Agreement (PSA) included as Attachment B. The proposer should know that no exceptions to this agreement will be accepted and that any firm submitting a proposal must be prepared to execute this agreement without modification. If a proposer believes that a modification of the agreement will benefit the City, the proposer can describe such modification in their proposal, including a description of the perceived benefits. There is no obligation on the part of the City to accept such a modification. This RFP shall be Exhibit A (Scope of Work) referenced in the PSA.
15. **MODIFICATIONS:** The PSA shall not be modified, except in writing, by contract amendment, executed by all parties. Oral change orders are not permitted. No change in this Request for Proposals or resulting PSA shall be made unless the City of Petaluma gives its prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the contract and signed by the City of Petaluma.
16. **LIVING WAGE ORDINANCE:** This agreement is subject to the requirements of City's Living Wage Ordinance (codified in Petaluma Municipal Code as Chapter 8.36). The services, as described in this proposal, will be performed in accordance with all requirements of City of Petaluma Ordinance, including, but not limited to, all applicable requirements contained in PSA Exhibit C, Petaluma Living Wage Acknowledgement and Certification.
17. **INSURANCE REQUIREMENTS:** The City advises all prospective contractors to carefully read the contract insurance requirements listed in Attachment C. It is also advised that, prior to submitting a proposal, contractors should have their insuring agency review the city's insurance requirements to determine if their carrier(s) will comply with the additional insured by endorsement and cancellation language that is required. All certificates of insurance and endorsements must be submitted to the City for approval after award of RFP. **FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS STATED HEREIN, AFTER AWARD OF RFP WILL BE JUST CAUSE FOR ANNULMENT OF AWARD.**
18. **NON-COLLUSION AFFIDAVIT:** The Contractor declares, by signing and submitting a proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization. or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced

or solicited any other Contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham proposal, or that anyone shall refrain from submitting an RFP; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Contractor or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

19. **CONFIDENTIALITY:** In the course of providing services for the City of Petaluma, 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.
20. **PROPOSAL CONTENTS:** This proposal consists of the Proposal Form, Specifications Checklist, References, General Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the Request for Proposals.

SPECIFICATIONS

1. WORK COVERED

The work covered under this specification consists of performing all operations in connection with the accomplishment of fuel trailer hauling services. The Contractor shall furnish all labor and equipment needed to perform satisfactorily the services herein specified. The Standard Services consist of towing fuel trailers filled with renewable Compressed Natural Gas (CNG) produced at the Ellis Creek Water Recycling Facility (ECWRF) at 3890 Cypress Drive, Petaluma, CA to the site of the City's franchise refuse hauler, Recology Sonoma Marin at 1309 Dynamic Street, Petaluma, CA, and returning unfilled trailers to the ECWRF, six days per week. The work includes additional As Needed Services to tow filled or unfilled CNG trailers to other sites within the region.

2. DESCRIPTION OF SERVICES

2.1 STANDARD SERVICES: Contractor shall furnish a suitable vehicle and qualified driver(s) for hauling of City's CNG fuel trailers from ECWRF to Recology site at 1309 Dynamic Street in Petaluma. Contractor shall tow a filled CNG trailer from the ECWRF fuel supply system and transport the trailer on public roads to the Recology site. Contractor shall disconnect unfilled trailer from Dynamic Street fuel dispensing system, position the filled trailer, and connect the filled trailer to the dispensing system. Contractor shall return unfilled trailer to ECWRF and connect it to the fuel supply system at ECWRF. The CNG trailers will be connected at Recology's site via a standard vehicle fueling hose to a time-fill station equipped with a booster compressor to fuel up to 20 refuse trucks over an eight-hour period. In normal operations, one trailer would be connected to the filling station at ECWRF and be filled with renewable compressed natural gas to working pressure of 3,600 psig, while the other would be connected to the time-fill station at the refuse hauler's facility for filling of the trucks. The trailers would be swapped out once each day, six days a week, Monday through Saturday.

2.2 AS NEEDED SERVICES: The City may occasionally require the Contractor to fill fuel trailers at other sites, or to transport filled trailers to other sites or users within 50 miles of ECWRF. Contractor shall provide a cost per mile for vehicle use and a cost per hour for labor for these services. As Needed Services will be paid at vehicle cost per mile plus driver cost per hour. To the extent possible, City will provide Contractor with a minimum of 24 hours' notice for such services.

3. SITE INFORMATION

3.1 ECWRF GAS CONNECTION: CNG will be accessed at ECWRF at the fueling station located at the CNG processing site shown in the ECWRF site plan included as Attachment A-1. The fuel supply system incorporates NGV1 Type 2 nozzles.

3.2 RECOLOGY SITE GAS CONNECTION: Site address: 1309 Dynamic Street, Petaluma. CNG will be dispensed from the trailer via a standard vehicle fueling hose to the time-fill station equipped with a booster compressor to fuel up to 20 refuse trucks over an eight hour period shown in the Recology site plan included as Attachment A-2. If

the Recology site moves during the contract period but does not increase the average hauling time by more than 5 minutes, no adjustment in price will be considered

3.3 FUEL TRAILER DESCRIPTION: The City has purchased two trailers with enclosed fuel storage vessels for mobile fueling services. The following information on each trailer is provided to assist Contractor in developing a proposal. Additional information available upon request.

Fuel Module Make/Model:	Luxfer GTM2350
Trailer and Fuel Model Tare Weight:	13,000 lbs
Estimated Gross Vehicle Weight loaded:	17,000 lbs
Trailer Axles:	Dual tandem axle 12,000 lb 8 lug
Trailer Hitch Type:	Gooseneck
Trailer Jacks:	Dual 12,000 lb drop leg jacks (spring loaded)
Trailer Width:	8.5 feet
Trailer Length:	16.25 feet
Total Trailer and Gooseneck Length:	24.67 feet
Total Height Trailer and Fuel Module:	10.75 feet
Fuel Capacity (Gas Gallon Equivalents):	704 GGE
Fuel Connection – Filling:	NGV1 Standard CNG Vehicle Fueling
Fuel Connection – Dispensing:	Standard fuel nozzle
Brakes:	All wheel electric brakes on all axles
Safety Features:	All required DOT lighting, safety chains, reflective tape, emergency break-a-way switch, and two heavy duty safety chains

4. EQUIPMENT SPECIFICATIONS

Contractor shall provide a minimum of one truck to provide services to City. Hauling equipment shall meet the following requirements.

- Vehicle capable of pulling the loaded Gross Vehicle Weight of the fuel trailer described above (one-ton pickup or comparable) suitable for hauling CNG trailer over public streets
- Vehicle shall comply with Department of Transportation requirements.
- Vehicle shall be equipped with a fire extinguisher and emergency warning devices as required by federal regulations 40 CFR Part 172.
- Optional: If Contractor provides CNG-fueled vehicle, City will provide CNG fuel necessary to provide Services at no cost to Contractor. Refer to Section 12 for compensation.

Contractor shall, at his sole cost and expense, furnish all equipment that may be required for providing services pursuant to this agreement. The City of Petaluma shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same. The City of Petaluma shall not be responsible for damage to or loss of Contractor's equipment, supplies, or property left on the premises.

5. DRIVER REQUIREMENTS

Contractor shall provide a minimum of one qualified driver to provide services to City. Driver(s) shall meet the following requirements:

- Contractor's driver(s) shall have a valid Commercial Class A License with Hazardous Material endorsement issued by the California Department of Motor Vehicles.
- Contractor's driver(s) shall have a valid Hazardous Materials Transportation License issued by the California Highway Patrol.
- Contractor's driver(s) shall have at least three years of experience driving trucks similar to the vehicle specified and shall have had no misdemeanor moving violations or preventable accidents for beginning one year prior to the Agreement term and throughout the Agreement term in either commercial or personal vehicles.
- Contractor's driver(s) shall be courteous and neat and clean in appearance and shall have sufficient proficiency in English speaking skills to communicate clearly and understand verbal and written directions given by the ECWRF operations staff and as required to perform Services for City.
- Contractor's driver(s) shall comply with state and federal reporting requirements for accidents and incidents.

All vehicles utilized by the Contractor in the performance of the Contract shall be kept in a clean, operable, and safe condition acceptable to the City at all times and vehicles and drivers shall present a respectable image to the community.

6. REGULATORY COMPLIANCE

Contractor shall maintain compliance with applicable requirements of all federal, state and local laws and regulatory agencies having jurisdiction over the Services covered under this Agreement, including, but not limited to the regulatory requirements in effect as of the commencement of this Agreement. Requirements applicable to the Services include, but are not limited to, the following:

- Contractor shall comply with federal regulations 40 CFR Part 172 for transport of flammable gas (Hazardous Material Division 2.1), including a Safety and Security plan for transport of hazardous materials (Subpart I) and emergency response information (Subpart G).

Contractor must possess and maintain in effect for the duration of this contract all necessary regulatory approvals, permits, licenses and certifications required to perform the services.

7. GENERAL LIMITATIONS AND REQUIREMENTS

7.1 BUSINESS LICENSE: Contractor shall obtain a business license from the City of Petaluma prior to contract execution. Processing of a business license takes approximately ten business days. Contractor shall apply for a business license no later than five calendar days following the Award of the Agreement.

7.2 PROTECTION OF PROPERTY: Contractor shall be responsible for the protection from its activities of public and private property at and adjacent to the ECWRF site and the Recology site, and shall exercise due caution to avoid damage to such property. Contractor

shall repair or replace all existing improvements that are damaged or removed as a result of its operations, at no cost to the City. If Contractor fails to make any repair or replacement when required by City, City may in addition to all other available remedies, repair or replace or have repaired or replaced the damaged or removed improvements and deduct the cost from amounts due or that may become due to Contractor under the Agreement.

7.3 WASTEWATER OPERATIONS: The ECWRF is an operating municipal wastewater treatment plant and the Contractor shall coordinate all Services that occur at the ECWRF site with the City and the City's other contractors and service providers and shall not in any way impede or impair the operations of the treatment plant or other work at the site.

7.4 REFUSE SERVICES: Contractor's operations at the Recology site shall not impede or impair the refuse management services or other activities at the Recology site.

8. ECWRF ACCESS AND TRAFFIC CONTROL

Contractor's haul vehicles shall enter and exit only at the designated entrance gate to the ECWRF. The site plan for the ECWRF is shown on drawings included as Attachment A-1.

The speed limit on the ECWRF shall be ten (10) miles per hour maximum for all vehicles. On the ECWRF site the Contractor's vehicles shall be limited to designated roadways and shall follow routes designated by City.

Contractor shall take all necessary steps to minimize inconvenience to the treatment plant operations and the public throughout the performance of Services. No public or treatment plant driveways, fire lanes, or roads shall be blocked by Contractor's vehicles and safe access shall be maintained for treatment plant operations and the public at all times.

Contractor may not use City's ECWRF for repairs or storage of equipment and supplies.

9. CONTRACTOR'S REPRESENTATIVE

Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor for the duration of the Agreement. Any change in the designation shall require prior review and acceptance by City.

In the case of urgency or emergency where Contractor's authorized representative is not present on any particular part of the work and where the City wishes to give notification or direction, it will be given to and be obeyed by any of the Contractor's workers in the area.

10. SAFETY REQUIREMENTS

Contractor shall comply with all CAL/OSHA, Department of Transportation and all other applicable safety requirements. It shall be the Contractor's sole responsibility for making sure that these safety requirements are met, and the Contractor shall fully assume all liabilities for any damages and/or injuries resulting from its failure to comply with the safety

requirements. Failure on City's part to stop unsafe practices shall, in no way, relieve the Contractor of its responsibility.

Contractor shall inform all workers that the ECWRF is a wastewater treatment facility and each worker shall review ECWRF site safety procedures and shall sign a contractor safety checklist prior to commencement of any work at the treatment plant as required by City.

Contractor shall notify City within one hour of any reportable accident, injury, or occupational illness occurring during the performance of Services for this Agreement or occurring to Contractor's workers while at the ECWRF.

11. RESTORATION OF EXISTING FACILITIES

Whenever existing facilities/improvements such as pavements, berms, roads, signs, curbs, or other improvements, have been damaged by Contractor's operation, such facilities/improvements shall be restored/repared to their original conditions as required by City. All costs involved in restoring existing facilities/improvements shall be borne by Contractor and no additional compensation will be allowed therefore.

12. COMPENSATION, INVOICING, AND PAYMENT

12.1 Measurement and Payment: Contractor shall submit monthly invoices to City at the contracted price for Standard Services. As Needed Services, if authorized by City, shall be billed at the contracted vehicle cost per mile plus driver cost per hour. Any other compensation shall be as noted in Section 12.2 "Adjustment to Compensation", and as otherwise agreed to in writing by both parties. Contractor agrees that the compensation specified herein includes all of its overhead, capital costs, permit fees, reporting fees, verification and training fees, and represents all costs to haul fuel trailers including but not limited to furnishing all labor, equipment, materials, vehicles, fees, maintenance, insurance, permitting, monitoring, and reporting as described herein. No other expenses or costs associated with the Services may be invoiced to City.

12.2 Adjustment To Compensation: The charges shall be reviewed and adjusted as necessary on July 1 of each year. No adjustments shall be made until July 1, 2020. The adjustment to compensation shall be as follows:

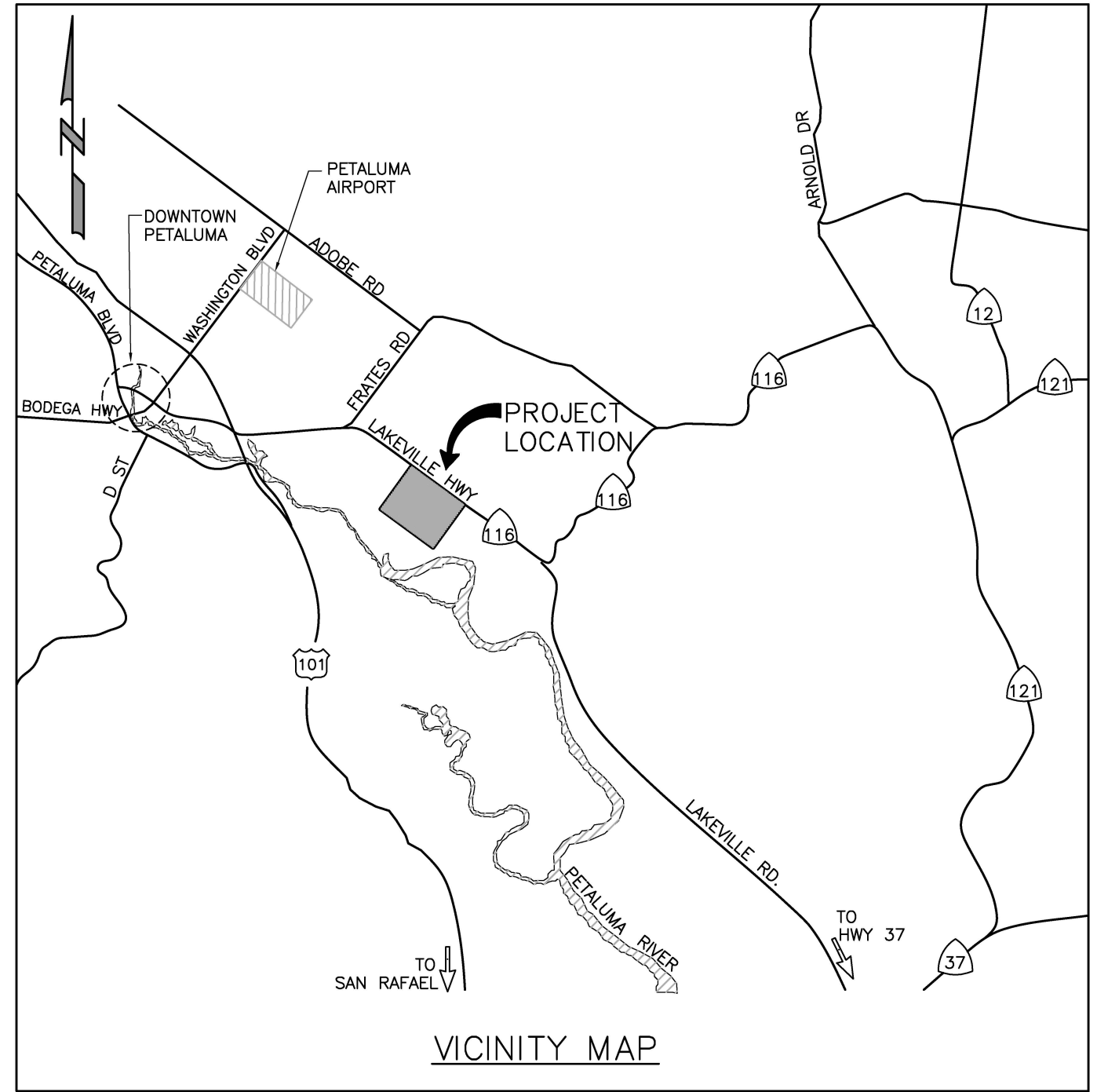
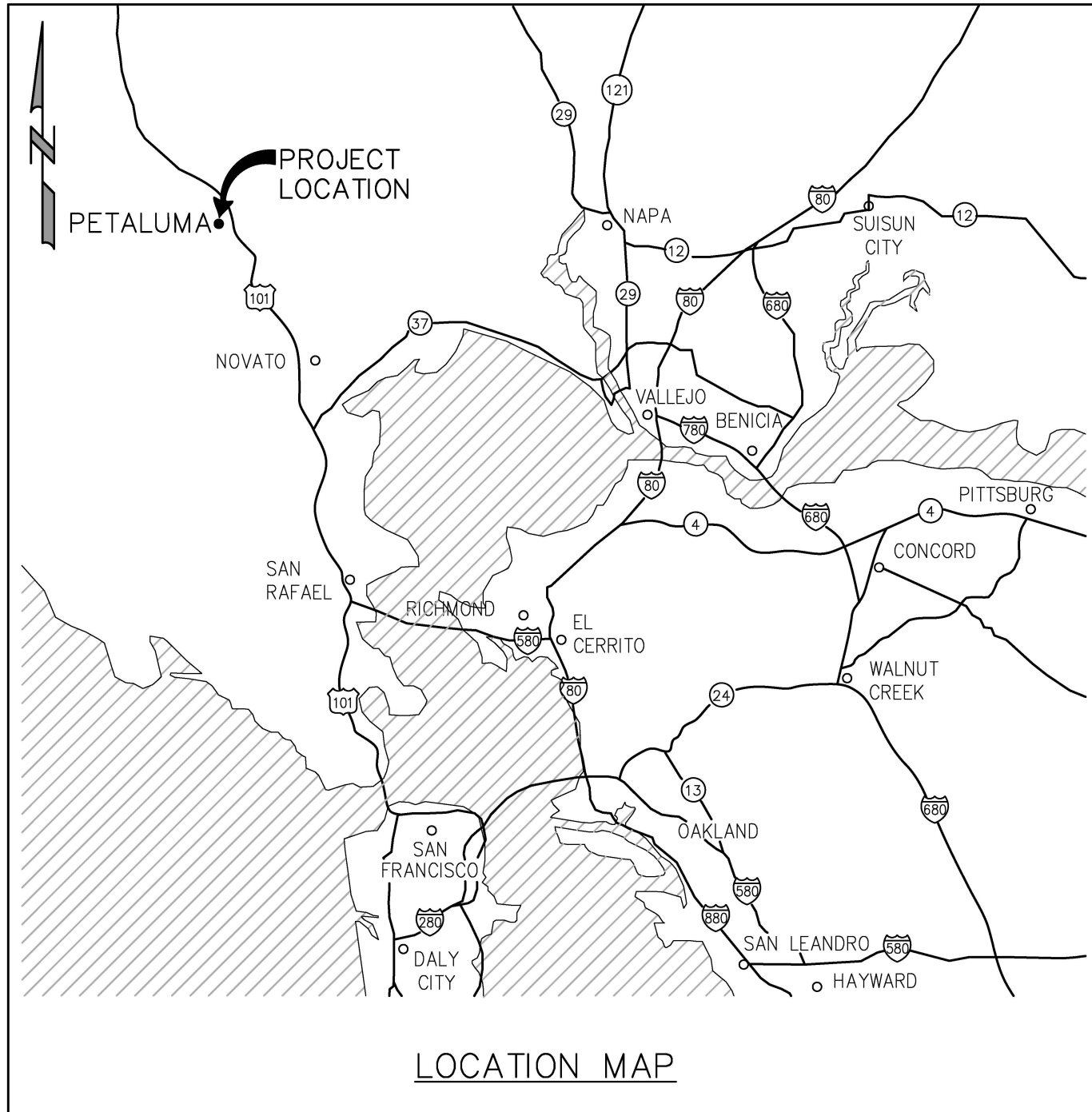
Standard Services: The monthly charge for hauling fuel trailers shall be increased or decreased by the change as measured by change to the U.S. Department of Labor Bureau of Labor Statistics All Urban Consumer Price Index – San Francisco Bay Area (CPI) for the annual percent change based on data for the month of March for the previous calendar year.

As Needed Services: The vehicle charge per mile shall be adjusted based on the price of fuel and the driver cost per hour shall be adjusted based upon the CPI as noted for Standard Services.

12.3 CNG Vehicle: If Contractor provides CNG-fueled vehicle, City will provide CNG fuel necessary to provide Services at no cost to Contractor.

ATTACHMENTS

- A-1 Site Plan Ellis Creek Water Recycling Facility
- A-2 Site Plan Recology Sonoma Marin
- B City of Petaluma Standard Professional Services Agreement
- C Insurance Requirements



RECORD DRAWING

REV	DATE	BY	DESCRIPTION
2/9/09	LV	AS BUILT	

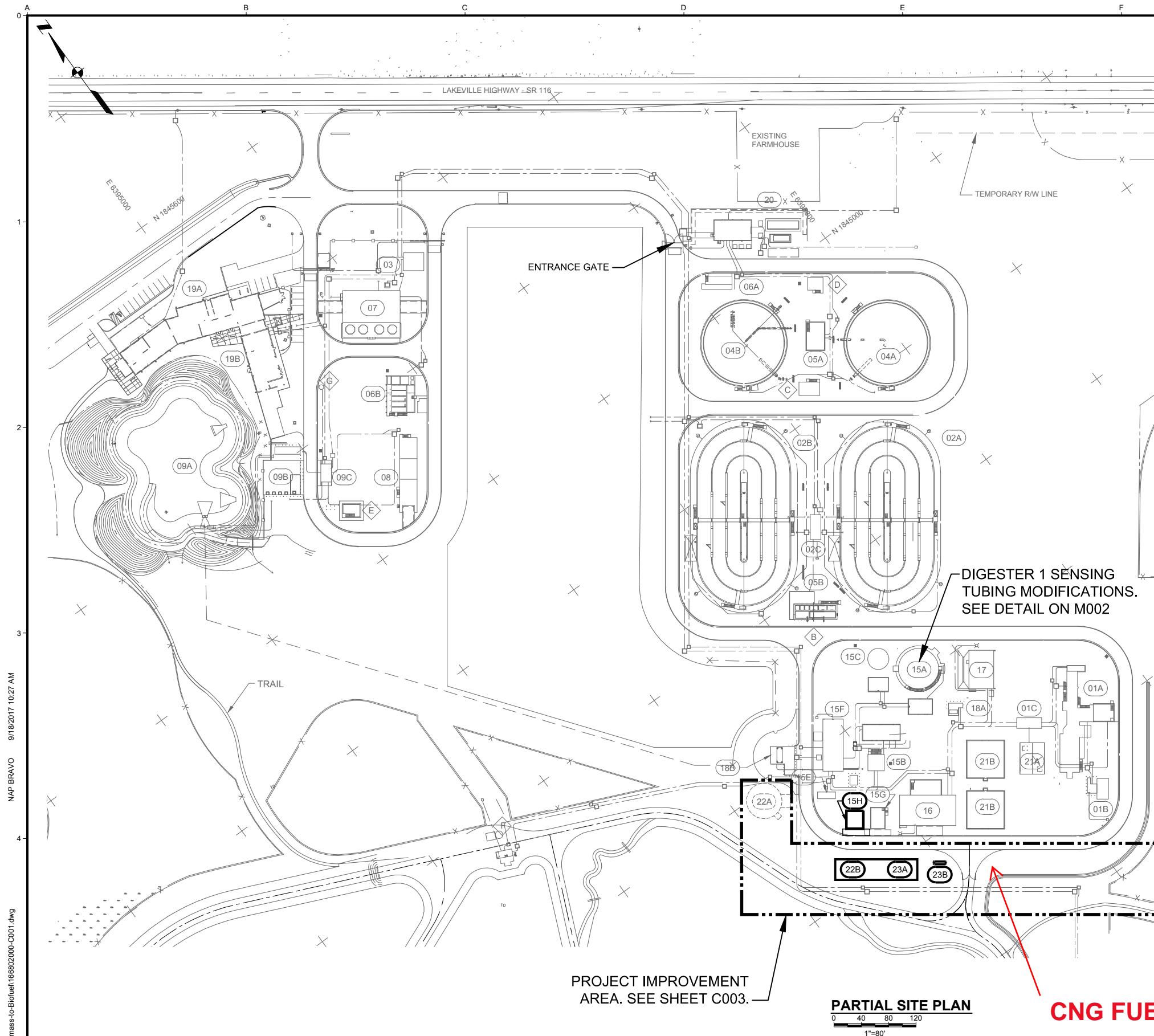
DESIGNED DWW	DISCIPLINE ENGINEER	PROJECT ENGINEER	PARTNER
DRAWN WRA			
CHECKED DL			
DATE			




CITY OF PETALUMA
ELLIS CREEK WATER RECYCLING FACILITY
 GENERAL
LOCATION AND VICINITY MAPS

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING	JOB NO. 6069B.10
0 1" SCALE BAR	DRAWING NO. G-1
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	SHEET NO. 2 OF 740

Last Saved By: lvelasqu 2-20-09 09:37:26am



PROCESS AREA	DESCRIPTION	ITEM	STRUCTURE
01	HEADWORKS FACILITY	01A	HEADWORKS FACILITY
		01B	SEPTAGE RECEIVING STATION
		01C	HEADWORKS MCC BLDG.
02	OXIDATION DITCH	02A	OXIDATION DITCH NO.1
		02B	OXIDATION DITCH NO.2
		02C	OXIDATION DITCH MCC BLDG.
03	1W PUMP STATION	03	1W PUMP STATION
04	SECONDARY CLARIFIERS	04A	SECONDARY CLARIFIER NO.1
		04B	SECONDARY CLARIFIER NO.2
05	RAS/WAS PUMPING	05A	RAS PUMP STATION
		05B	WAS PUMP STATION
06	TERTIARY FILTERS AND PUMPING	06A	TERTIARY PUMP STATION
		06B	TERTIARY FILTERS
07	FILTER SUPPORT BUILDING	07	FILTER SUPPORT BUILDING
08	UV DISINFECTION	08	UV DISINFECTION
09	RECYCLED WATER PUMPING	09A	RECYCLED WATER STORAGE BASIN
		09B	RECYCLED WATER PUMP STATION
		09C	RECYCLED WATER MCC BLDG.
10	OXIDATION POND IMPROVEMENTS	10	NOT SHOWN
11	WETLANDS PUMP STATION (SEE DWG G-10)	11	SEE DWG G-10 TREATMENT WETLANDS
12	CHLORINE CONTACT BASIN AREA (SEE DWG G-10)	12	SEE DWG G-10CHLORINE CONTACT BASIN
13	OUTFALL MODIFICATIONS (NOT SHOWN)	13	NOT SHOWN
14	POLISHING WETLANDS	14	SEE DWG G-8 POLISHING WETLANDS
15	ANAEROBIC ACID DIGESTER SLUDGE STORAGE	15A	METHANE DIGESTER
		15B	ACID DIGESTERS
		15C	DIGESTED SLUDGE STORAGE TANK
		15D	NOT USED
		15E	WASTE GAS FLARE
		15F	HOT WATER BOILER & ELECT BLDG
15G	FERROUS CHLORIDE AREA	15H	HIGH STRENGTH WASTE RECEIVING STATION (SEE VOLUME 5)
16	THICKENER BUILDING	16	THICKENER BUILDING
17	SCREW PRESS BUILDING	17	SCREW PRESS BUILDING
18	IN-PLANT AND STORMWATER PUMPING	18A	IN-PLANT PUMP STATION
		18B	STORM WATER PUMP STATION
19	OPERATION AND MAINTENANCE FACILITIES	19A	OPERATIONS AND LAB BUILDING
		19B	MAINTENANCE BUILDING
20	ELECTRICAL BUILDING	20A	MAIN ELECTRICAL BUILDING / STANDBY GENERATOR
		20B	STANDBY GENERATOR
21	BIOFILTERS	21A	BIOFILTER MECHANICAL PAD
		21B	BIOFILTERS
22	DIGESTER GAS TREATMENT EQUIPMENT	22A	DIGESTER GAS STORAGE (FUTURE)
		22B	DIGESTER GAS TREATMENT EQUIPMENT AND ENCLOSED WASTE GAS BURNER
		22C	ENCLOSED WASTE GAS BURNER
23	VEHICLE FUEL EQUIPMENT	23A	VEHICLE FUEL EQUIPMENT
		23B	FUEL DISPENSER

PROJECT IMPROVEMENT AREA. SEE SHEET C003.

PARTIAL SITE PLAN
0 40 80 120
1"=80'

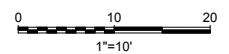
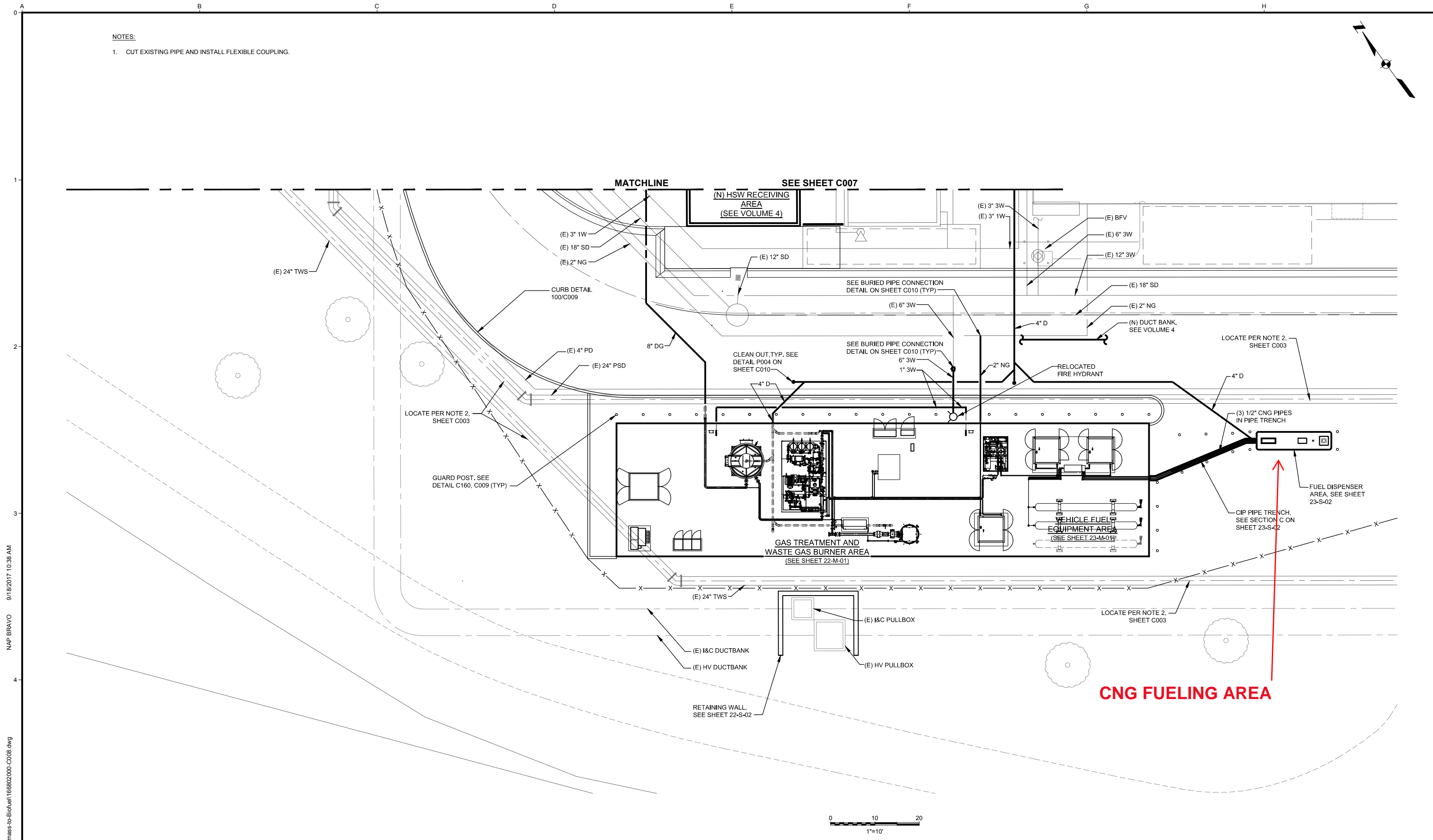
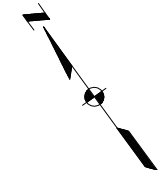
CNG FUELING AREA

N:\2016\1668020_00_Petaluma-Biomass-to-Biofuel\166802000-C001.dwg
NAP BRAVO 9/18/2017 10:27 AM

<p>USE OF DOCUMENTS</p> <p>THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF KENNEDY/JENKS CONSULTANTS ©.</p>	<p>NO.</p> <p>REVISION</p> <p>DATE</p> <p>BY</p>	<p>DESIGNED</p> <p>HD</p> <p>DRAWN</p> <p>NEB</p> <p>CHECKED</p> <p>MJB</p>	<p>SCALES</p> <p>0 1" 25mm</p> <p>IF THIS BAR IS NOT DIMENSION SHOWN, ADJUST SCALES ACCORDINGLY.</p>		<p>CITY OF PETALUMA</p> <p>ELLIS CREEK WATER RECYCLING FACILITY</p> <p>BIOMASS TO BIOFUEL PROJECT</p> <p>CNG FUELING STATION</p> <p>Kennedy/Jenks Consultants ©</p> <p>SAN FRANCISCO, CALIFORNIA</p>	<p>PETALUMA 1858</p>	<p>PARTIAL SITE PLAN</p>	FILE NAME
								JOB NO. 1668020.00
DATE SEPTEMBER 2017								
SHEET OF C001								

NOTES:

- CUT EXISTING PIPE AND INSTALL FLEXIBLE COUPLING.

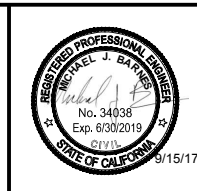


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USE OF DOCUMENTS
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NO.	REVISION	DATE	BY

SCALES
 0 1"
 0 25mm
 IF THIS BAR IS NOT DIMENSION SHOWN, ADJUST SCALES ACCORDINGLY.



DESIGNED: HD
 DRAWN: NEB
 CHECKED: MJB

CITY OF PETALUMA
 ELLIS CREEK WATER RECYCLING FACILITY
BIOMASS TO BIOFUEL PROJECT
CNG FUELING STATION
 Kennedy/Jenks Consultants ©
 SAN FRANCISCO, CALIFORNIA



YARD PIPING
GAS TREATMENT AND VEHICLE
FUEL SYSTEM AREA

FILE NAME:
 JOB NO.: 1668020.00
 DATE: SEPTEMBER 2017
 SHEET OF: **C008**


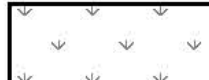

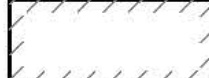











GENERAL NOTES

1. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, OMISSIONS AND/OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF CONTRACT DOCUMENTS, AND ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS AT THE SITE.
2. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL PERMITS REQUIRED FOR THIS PROJECT.
3. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THE PROJECT DESIGN IS COMPLIANT WITH THE SCOPE OF WORK (THIS SHEET). ANY SPECIFIC EQUIPMENT SHOWN IN THESE DRAWINGS IS CONCEPTUAL ONLY UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCY, INCONSISTENCY OR OMISSION BEFORE PROCEEDING WITH THE WORK.
5. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF ALL REGULATING AGENCIES HAVING JURISDICTION OVER ANY OR ALL PORTIONS OF THE WORK INCLUDING THE STATE AND OSHA.
6. ALL WORK TO CONFORM TO THE BEST PRACTICES PREVAILING IN THE VARIOUS TRADES AT THE TIME OF THE WORK.
7. SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. DO NOT SCALE DIMENSIONS FROM DRAWINGS.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN ON THESE DRAWINGS OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL COSTS OF REPAIR OR REPLACEMENT DUE TO SUCH DAMAGE IN THE EXECUTION OF THIS WORK.
9. NO STRUCTURAL MEMBER IS TO BE CUT FOR PIPES, CONDUITS, ETC. UNLESS SHOWN ON THE STRUCTURAL DRAWINGS. ALL OTHER DRAWINGS AND SKETCHES BY OTHERS SHOWING SUCH MUST BE APPROVED A STRUCTURAL ENGINEER.
10. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF THE CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND NOT LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
11. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT ARE NOT LIMITED TO BRACING AND SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES AND PARTIAL STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC.
12. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND TAKE ALL NECESSARY FIELD MEASUREMENTS PRIOR TO FABRICATION.
13. CONTRACTOR'S SCOPE OF WORK INCLUDES COORDINATING THE WORK OF ALL SUBCONTRACTORS AND CONSULTANTS.
14. ANY DAMAGE TO THE EXISTING BUILDING AND ITS CONTENTS DURING THE EXECUTION OF THIS WORK SHALL BE REPAIRED OR RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
15. CONTRACTOR SHALL MAINTAIN A SET OF AS-BUILT DRAWINGS AS WORK PROGRESSES ON THE JOB SITE.
16. CONTRACTOR SHALL PROVIDE THE OWNER COPIES OF INSTALLATION, MAINTENANCE, AND OPERATION MANUALS OF ALL EQUIPMENT INSTALLED.
17. ACCESS TO FIRE SAFETY EQUIPMENT MUST BE PROVIDED AND MAINTAINED SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
18. CONTRACTOR TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS.
19. NEW CONCRETE SHALL CONFORM TO IBC AND ACI CODE.
20. THE OWNER OF THE FACILITY SHALL INSURE THE SAFE OPERATION OF THE CNG FUELING EQUIPMENT AND TRAINING OF USERS.

SPECIAL INSPECTIONS:

1. SPECIAL INSPECTION IS REQUIRED FOR THE INSTALLATION OF ANCHOR BOLTS.
2. SPECIAL TESTING IS REQUIRED FOR HIGH PRESSURE GAS TESTING. SEE SHEET P-200 FOR PRESSURE TESTING PROCEDURES.

LEGEND:

-  - ASPHALT
-  - FOLIAGE
-  - CONCRETE
-  - EXISTING BUILDING
-  IRON MONUMENT FOUND AS LABELED
-  SANITARY SEWER MANHOLE
-  HYDRANT
-  LIGHT POLE
-  SIGN
-  PROPERTY LINE
-  UNDERGROUND ELECTRIC LINE
-  EXISTING SANITARY SEWER
-  EXISTING SPOT ELEVATION
-  EXISTING CONTOURS
-  CHAIN LINK FENCE

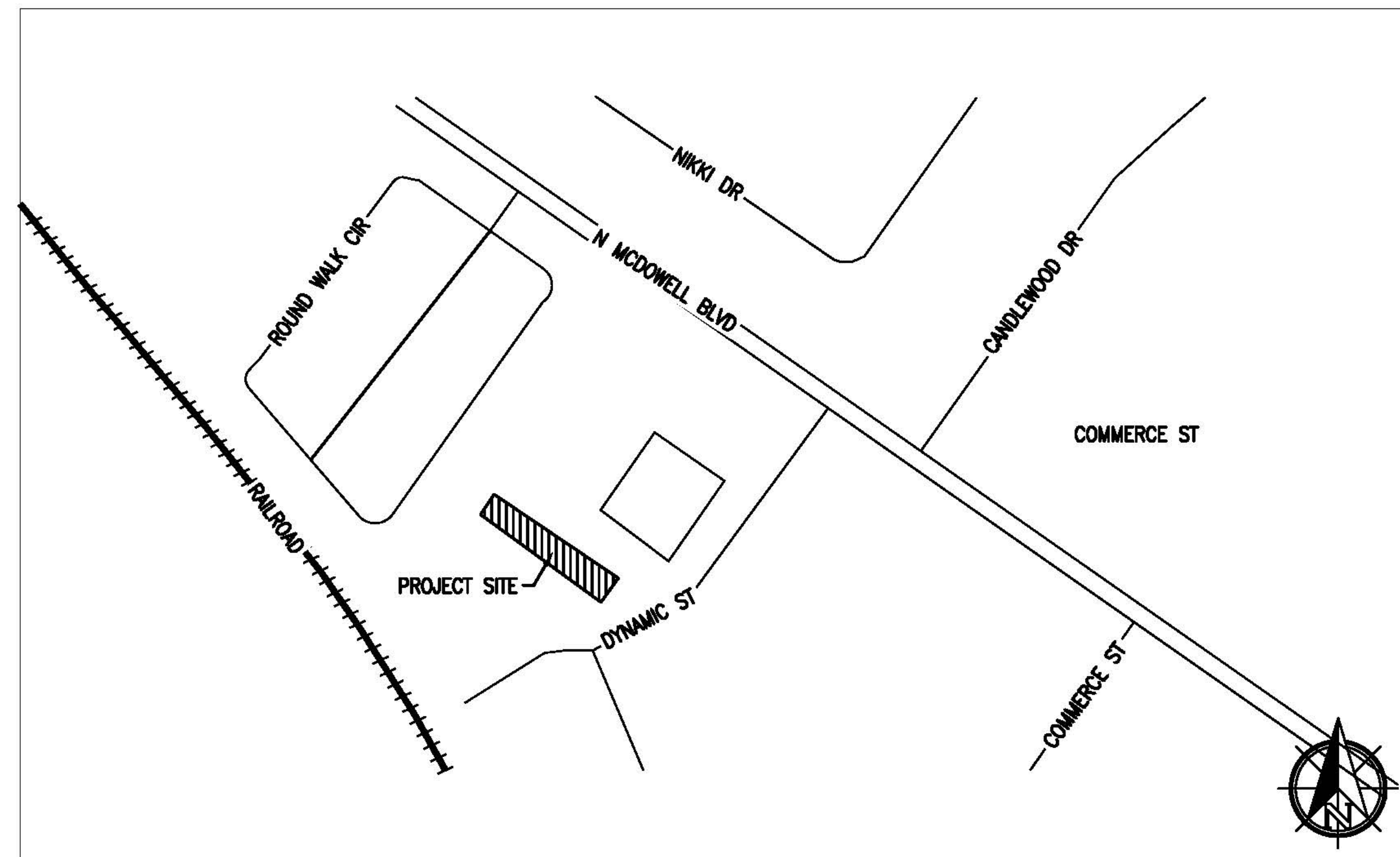
RECOLOGY SONOMA MARIN REFUSE AND RECYCLING SITE

1309 DYNAMIC ST. PETALUMA, CA 94954

CNG FUELING FACILITY

PARCEL NO. 007-501-014-000
FLOOD ZONE: ZONE X

VICINITY MAP



PROJECT SITE



PROJECT DESCRIPTION:

INSTALLATION OF COMPRESSED NATURAL GAS (CNG) FUELING STATION EQUIPMENT TO SUPPLY FUEL TO THE CLIENT'S NATURAL GAS VEHICLE FLEET.

EQUIPMENT:

- (1) SAUER COMPRESSOR
- (1) MOTOR STARTER PANEL
- (4) EMERGENCY SHUT DOWN SWITCH W/ FIRE EXTINGUISHER - K-RAIL MOUNT
- (20) SINGLE FILTER ASSEMBLY - K-RAIL MOUNT
- (21) WHEEL STOPS
- (1) TRUSTAR COMMUNICATION PANEL
- (1) TRUSTAR TIME-FILL PANEL
- (1) TRUSTAR FILTER STAND W/FLOW METER - SINGLE ASSEMBLY - SURFACE MOUNT

THE SYSTEM SHALL BE DESIGNED IN FULL COMPLIANCE WITH THE LATEST EDITION OF THE APPLICABLE SECTIONS OF THE FOLLOWING CODES, STANDARDS, AND GUIDELINES AS AMENDED BY THE STATE HAVING JURISDICTION. WHERE CONFLICT EXISTS, CONTRACTOR SHALL FOLLOW THE MOST STRINGENT REQUIREMENTS. IN CASE OF A CONFLICT BETWEEN THE NATIONAL FIRE PREVENTION ASSOCIATION, AND OSHA STANDARDS, THE MOST STRINGENT CONDITION SHALL APPLY:

- CALIFORNIA ELECTRIC CODE (CEC) 2016 EDITION
- CALIFORNIA PLUMBING CODE (CPC) 2016 EDITION
- CALIFORNIA BUILDING CODE (CBC) 2016 EDITION
- CALIFORNIA ENERGY CODE 2016 (CEEC) 2016 EDITION
- CALIFORNIA FIRE CODE (CFC) 2016 EDITION
- CALIFORNIA MECHANICAL CODE (CMC) 2016 EDITION
- CALIFORNIA GREEN BUILDINGS STANDARD CODE (CALGREEN) 2016 EDITION
- CALIFORNIA FIRE CODE (CFC) 2016 EDITION
- CALIFORNIA EXISTING BUILDING CODE (CEBC) 2016 EDITION
- CALIFORNIA REFERENCE STANDARDS CODE 2016 EDITION
- CALIFORNIA ADMINISTRATIVE CODE (CAC) 2016 EDITION
- CALIFORNIA HISTORICAL BUILDING CODE (CHBC) 2016 EDITION

INDUSTRY STANDARDS

- AMERICAN CONCRETE INSTITUTE (ACI)
- AMERICAN GAS ASSOCIATION NATURAL GAS VEHICLE (AGA-NGV)
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
- AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
- AMERICAN PETROLEUM INSTITUTE (API)
- AMERICAN STANDARD MECHANICAL ENGINEERS (ASME)
- AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)
- AMERICAN WELDING SOCIETY (AWS)
- INSTRUMENT SOCIETY OF AMERICA (ISA)
- INTERNATIONAL APPROVAL SERVICES (IAS)
- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) #52
- NATIONAL INSTITUTE OF STANDARDS AND TESTING (NIST)
- OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
- SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)
- UNDERWRITERS LABORATORY (UL) AND/OR FACTORY MUTUAL (FM)

SHEET INDEX

G-100	GENERAL - TITLE SHEET
G-200	GENERAL - SITE PLAN
C-100	CIVIL - EQUIPMENT AREA
C-200	CIVIL - TIME-FILL AREA
P-300	PIPING - P&ID
P-301	PIPING - P&ID
E-200	ELECTRICAL - CONDUIT DIAGRAM
E-300	ELECTRICAL - SINGLE LINE DIAGRAM

OWNER:
CITY OF PETALUMA
3980 CYPRESS DRIVE
PETALUMA, CA 94954

GENERAL CONTRACTOR:
TRUSTAR ENERGY
JEFF LUCERO (CA LIC # 942861)
10225 PHILADELPHIA CT.
RANCHO CUCAMONGA, CA 91730
(909) 793-3700



**CITY OF PETALUMA
REFUSE AND RECYCLING
SITE**

1309 DYNAMIC ST.
PETALUMA, CA 94954

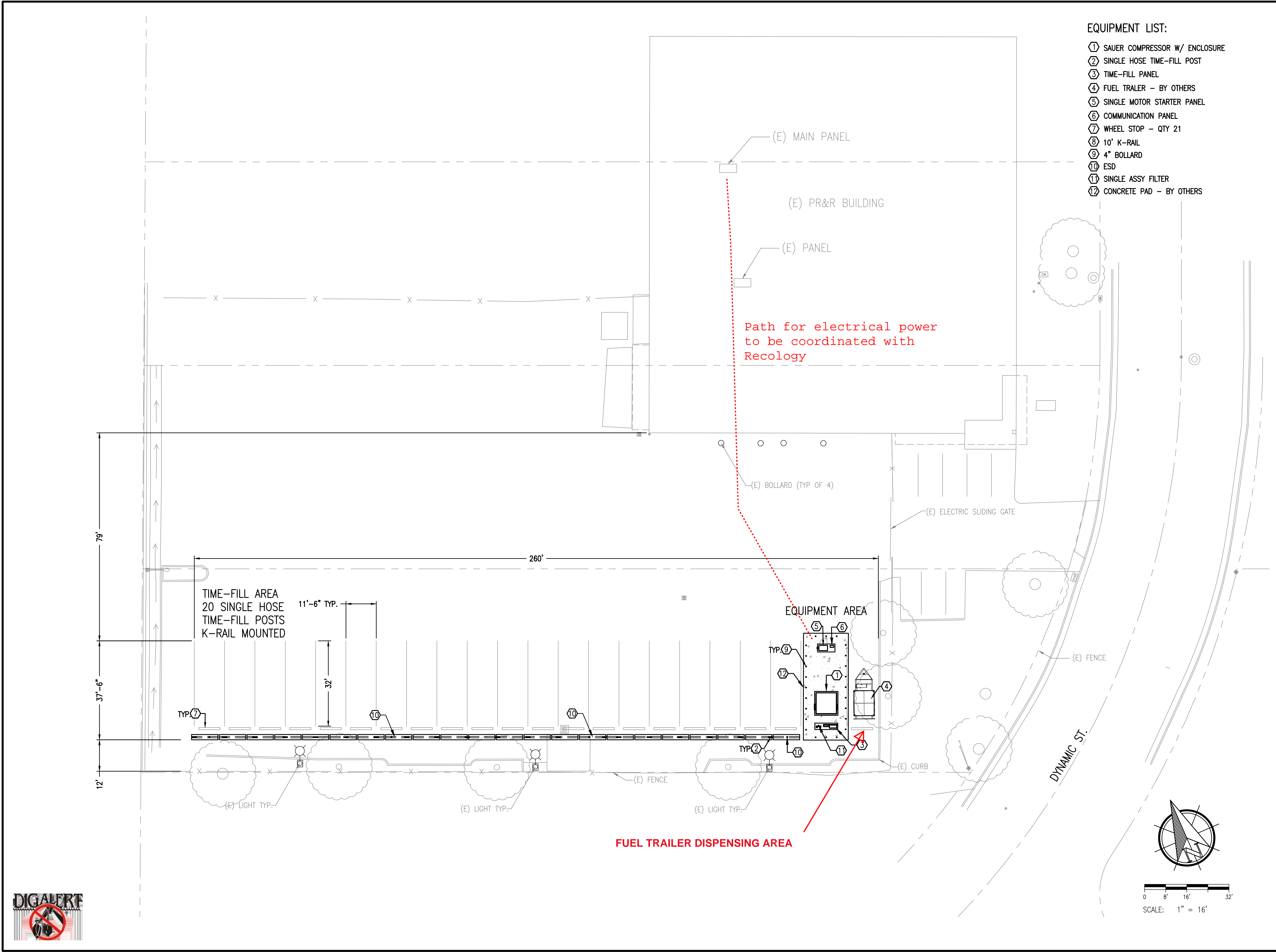
CNG FUEL FACILITY

REVISIONS	REMARK
No. DATE	

GENERAL - TITLE SHEET

DRAWN: SBR
CHECKED: SR
DATE: 02/20/18
SCALE: AS SHOWN
JOB NO: 18013

G-100



EQUIPMENT LIST:

- ① SAUER COMPRESSOR W/ ENCLOSURE
- ② SINGLE HOSE TIME-FILL POST
- ③ TIME-FILL PANEL
- ④ FUEL TRALER - BY OTHERS
- ⑤ SINGLE MOTOR STARTER PANEL
- ⑥ COMMUNICATION PANEL
- ⑦ WHEEL STOP - QTY 21
- ⑧ 10' K-RAIL
- ⑨ 4" BOLLARD
- ⑩ ESD
- ⑪ SINGLE ASSY FILTER
- ⑫ CONCRETE PAD - BY OTHERS

OWNER
 CITY OF PETALUMA
 3980 CYPRESS DRIVE
 PETALUMA, CA 94954

GENERAL CONTRACTOR:
 TRUSTAR ENERGY
 JEFF LUCERO (CA LIC # 942661)
 10225 PHILADELPHIA CT.
 RANCHO CUCAMONGA, CA. 91730
 (909) 793-3700



**CITY OF PETALUMA
 REFUSE AND RECYCLING
 SITE**

1309 DYNAMIC ST.
 PETALUMA, CA 94954

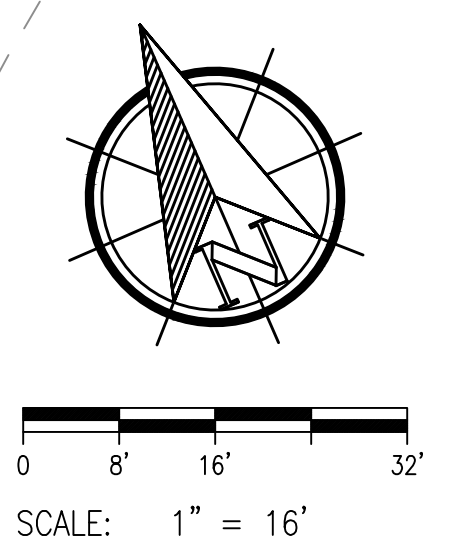
CNG FUEL FACILITY

REVISIONS	No.	DATE	BY	REMARK

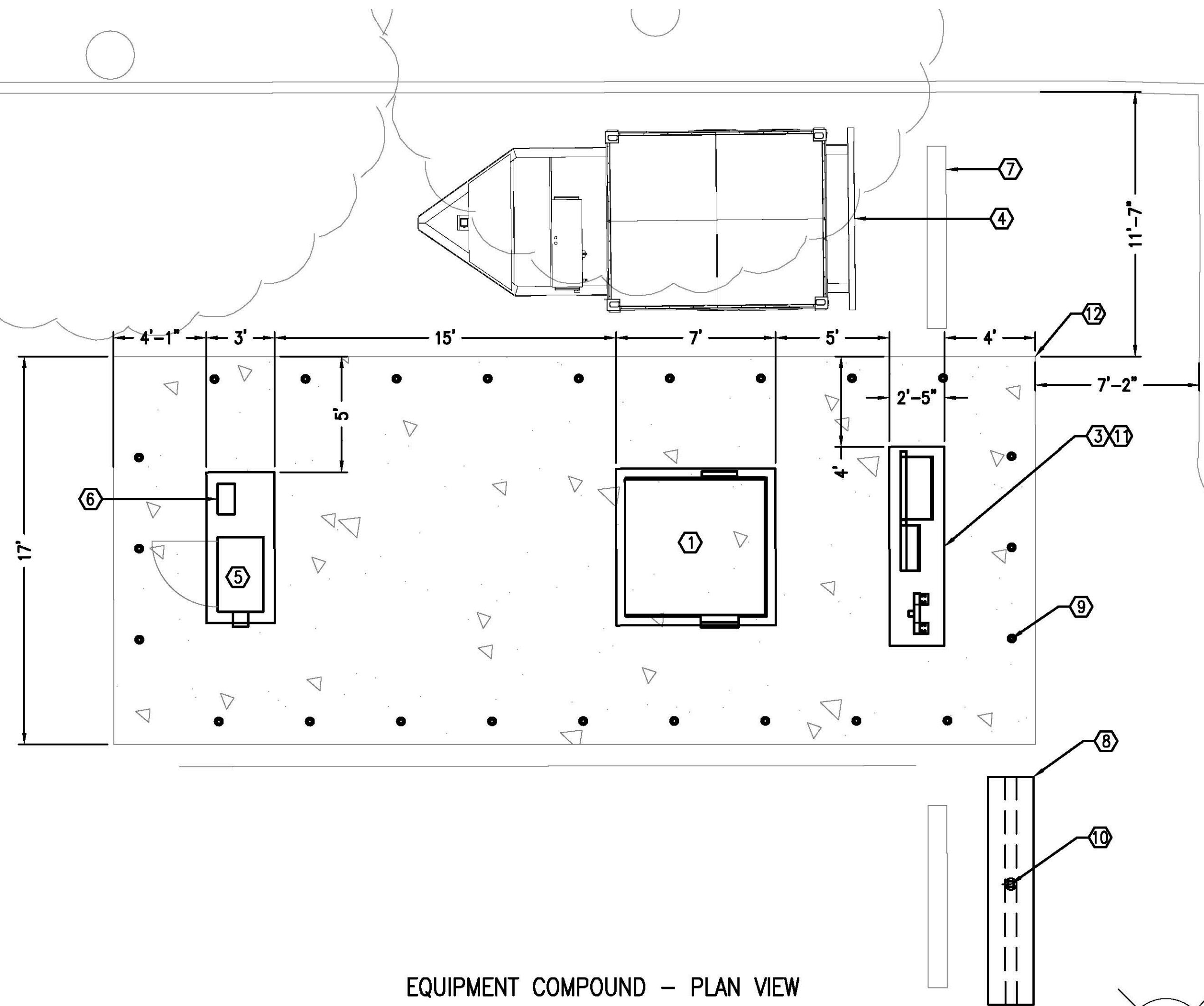
GENERAL - SITE PLAN

DRAWN: SBR
 CHECKED: SR
 DATE: 02/20/18
 SCALE: AS SHOWN
 JOB NO: 18013

G-200



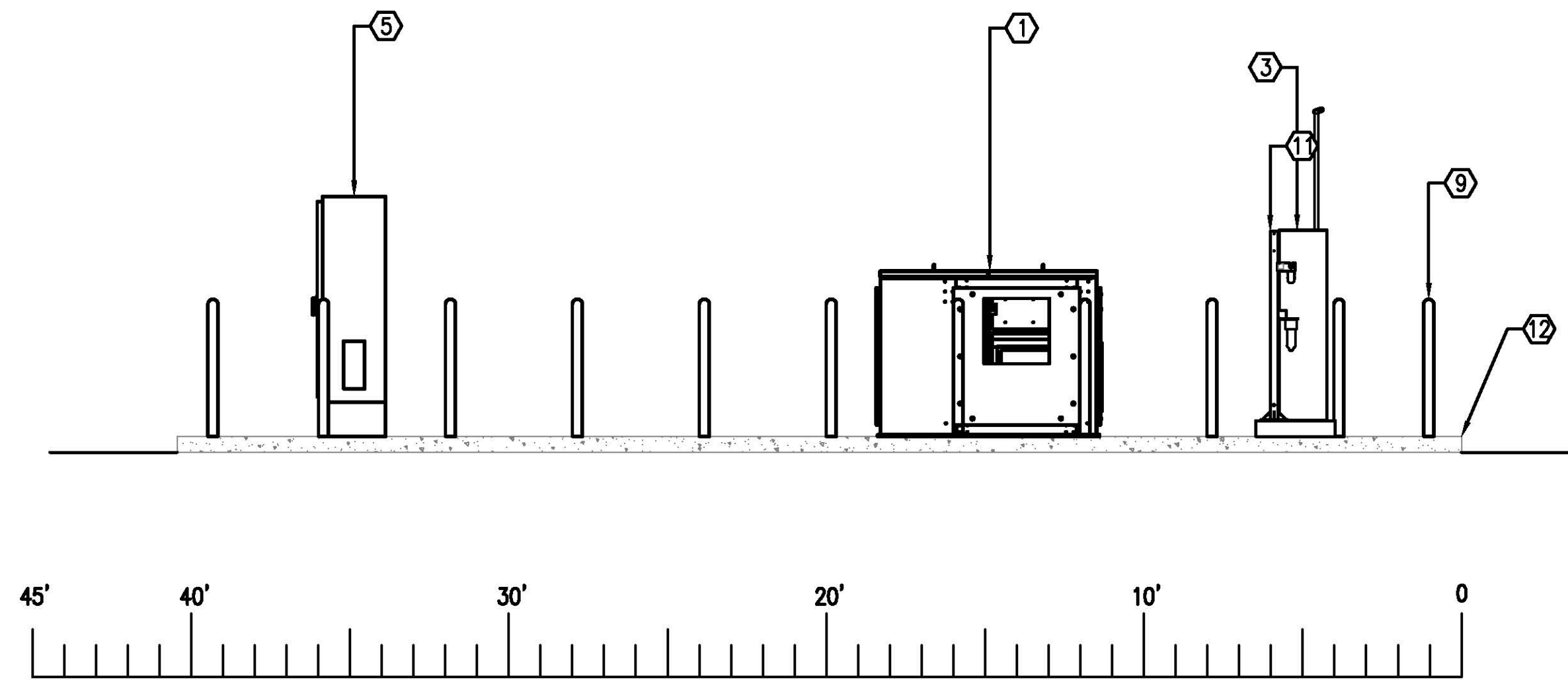
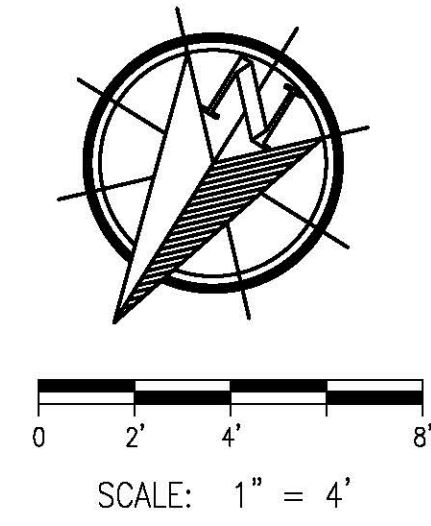
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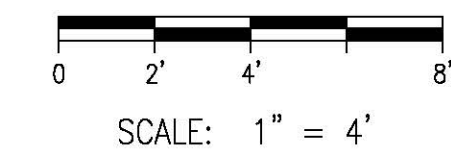
EQUIPMENT COMPOUND - PLAN VIEW

- EQUIPMENT LIST:**
- ① SAUER COMPRESSOR W/ ENCLOSURE
 - ② SINGLE HOSE TIME-FILL POST*
 - ③ TIME-FILL PANEL
 - ④ FUEL TRALER - BY OTHERS
 - ⑤ SINGLE MOTOR STARTER PANEL
 - ⑥ COMMUNICATION PANEL
 - ⑦ WHEEL STOP - QTY 21
 - ⑧ 10' K-RAIL
 - ⑨ 4" BOLLARD
 - ⑩ ESD
 - ⑪ SINGLE ASSY FILTER
 - ⑫ CONCRETE PAD - BY OTHERS

SEE SHEET C-200*



EQUIPMENT COMPOUND - NORTHWEST ELEVATION



OWNER
 CITY OF PETALUMA
 3980 CYPRESS DRIVE
 PETALUMA, CA 94854

GENERAL CONTRACTOR:
 TRUSTAR ENERGY
 JEFF LUCERO (CA LIC # 942861)
 10225 PHILADELPHIA CT.
 RANCHO CUCAMONGA, CA. 91730
 (909) 793-3700



**CITY OF PETALUMA
 REFUSE AND RECYCLING
 SITE**

1309 DYNAMIC ST.
 PETALUMA, CA 94954

CNG FUEL FACILITY

REVISIONS No.	DATE	BY	REMARK

CIVIL - EQUIPMENT AREA

DRAWN: SBR
 CHECKED: SR
 DATE: 02/20/18
 SCALE: AS SHOWN
 JOB NO: 18013

C-100

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

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

For multi-year contracts or contracts with multiple accounts:

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

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

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

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

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ (“Effective Date”), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city (“City”) and _____, a _____ (“Contractor”) (collectively, the “Parties”).

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

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

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

- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date and terminates on _____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
 4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
 5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
 6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
 7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
 8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
 9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done, and materials furnished, if any, shall be subject to

inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.** Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.
13. **Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with

the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Contractor shall promptly provide to the City documents and information verifying Contractor's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit _____, 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.
19. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
 - (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

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

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

And:

Phone: _____
Fax: _____
Email: _____

Contractor: _____

Phone: _____
Fax: _____
Email: _____

21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.
22. **Indemnification.** To the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("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 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.

The Contractor's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Contractor's inability to evaluate Liability, or because the Contractor evaluates Liability and determines that the Contractor is not or may not be liable. The Contractor must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

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

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

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

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

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

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

25. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.
26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
28. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
30. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
32. **Contractor's Books and Records.**
 - A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.

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

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

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

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

CITY OF PETALUMA

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

file name:

EXHIBIT B
INSURANCE REQUIREMENTS
BIOSOLIDS HAULING SERVICES

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

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

A. Required Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Contractors Pollution Liability Insurance

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- General Liability: \$5,000,000 per occurrence, including products and completed operations, for risks associated with Biosolids Hauling Services. If a Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include, but shall not be limited to, protection against claims arising from property damage, bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement.
- Automobile Liability: \$5,000,000 per occurrence, covering any auto, combined single limit coverage for risks associated with this Agreement. Such coverage shall include, but shall not be limited to, protection against claims arising from property damage, personal injury. Note: The automobile liability policy shall be endorsed to delete the pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
- Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
- Contractors Pollution Liability and/or Errors & Omissions applicable to the work being performed, with limits no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate per policy period of one year. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

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

D. Other Insurance Provisions

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

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement

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

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

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