



# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

**Teresa Barrett**  
Mayor

**Brian Barnacle**  
**D'Lynda Fischer**  
**Mike Healy**  
**Dave King**  
**Kevin McDonnell**  
**Dennis Pocekay**  
Councilmembers

January 27, 2021

## **REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION MANAGEMENT SERVICES - FOR THE FOR THE ELLIS CREEK OUTFALL RELOCATION PROJECT.**

### **INTRODUCTION**

The City of Petaluma's Department of Public Works & Utilities is requesting proposals from qualified consulting firms interested in providing construction management services for the installation of a replacement outfall for the City's wastewater treatment plant.

The City will enter into a Professional Service Agreement (PSA) with the top qualified firm to provide construction management services to help bring this project to successful completion.

#### **Public Works & Utilities**

**City Engineer**  
11 English Street  
Petaluma, CA 94952  
Phone (707) 778-4303

**Environmental Services**  
Ellis Creek –  
Water Recycling Facility  
3890 Cypress Drive  
Petaluma, CA 94954  
Phone (707) 776-3777  
Fax (707) 656-4065

**Parks & Facility Maintenance**  
840 Hopper St. Ext.  
Petaluma, CA 94952  
Phone (707) 778-4303  
Fax (707) 206-6065

**Transit Division**  
555 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4421

**Utilities & Field Operations**  
202 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4546  
Fax (707) 206-6034

**E-Mail:**  
[publicworks@cityofpetaluma.org](mailto:publicworks@cityofpetaluma.org)

### **SCOPE OF SERVICES**

The Ellis Creek Water Recycling Facility (Ellis Creek) is located at the south eastern boundary of Petaluma and is bound by Highway 116 (Lakeville Hwy), the Petaluma River, Shollenberger Park, wetlands and agricultural land. Ellis Creek has two existing outfalls, one original outfall constructed across the wetlands to a submerged outfall in the Petaluma River, with support structure; and an emergency outfall directed to the nearby drainage channel which was constructed as a temporary measure to be used if the original outfall fails. The original outfall was constructed in 1976 and is showing physical deterioration. Inspection showed transvers and longitudinal cracking of the pipe and noted the material is likely Techite. In response to the inspections and possible failure the City was granted emergency authorization to construct a temporary outfall to be used as a contingency bypass in case of a failure.

It is incumbent on the City to replace the temporary outfall with a permanent solution, and at which time the original outfall will be abandoned. A preliminary design has been prepared by GHD Inc. for a preferred layout and to begin discussions with regulatory agencies. Environmental permitting services to be provided by an environmental design firm. The City has recently advertised for a consultant to take the concept through design and into construction. The City is seeking a qualified construction manager to assist with the project to minimize the impact facility operation and staff while ensuring timely, quality completion.

It is the City's desire to have the new outfall constructed in the Fall of 2022 and operational by the end of the construction window – January 2023. Removal of the existing outfall within the Petaluma River to be within a narrow window from September 1 to October 15, preferably in 2022 but may be revisited in 2023. The project will also need to be coordinated with the ongoing operation of the facility.

It is desirable to improve upon the project schedule but the following major milestones have been identified for timely completion of the project:

- Early Feb 2022: Design Notice to Proceed
- Late April 2022: 60% Design Submitted
- Early July 2022: 100% Design Submitted
- Late July 2022: Contract Bid Phase
- Early September 2022: Construction Phase
- January 2023: Completion

Therefore, the City is requesting the qualified Construction Management Consultant partner with the City and work with the design team to provide recommendations during the design period for constructability, potential improvements in efficiency in schedule and cost; then to proceed with construction management of the project until completion.

The Construction Management Consultant and its team will need to perform the following tasks:

- Consultant to review all relevant existing information, including the Preliminary Design provided by design consultant. help to maintain a project schedule, to be updated throughout the project.
- Review and provide comments to the design submittals, construction and bidding documents, project schedule and cost estimates and provide comments. This includes value engineering, constructability review and consideration of life cycle costs and identification of critical path items such as materials with current long lead times.
- Provide Construction Management throughout the project. The selected Consultant would provide assistance typical of a construction manager for public works projects.
  - Work with City staff including plant operations, Engineer, Permit Consultants and Agencies, and Contractors to clearly define roles and responsibilities during construction and develop a construction management plan.
  - Coordinate the work of the Contractor without interfering in the operation of Ellis Creek and the ultimate progress of the project and make them a part of the project team.
  - Chair and conduct meetings with Staff, Engineer, Consultants, and Contractor and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with Contractor.
  - Establish notification procedures for any impacts to operations or shutdowns of utilities for the progress of the work.
  - Establish safety procedures and parameter around worksite. Provide updates to project team on any access restriction during key construction events.

- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.
- Coordinate the activities of this project with any other other projects concurrently being developed at Ellis Creek to assure that they are not interfering with each other.
- Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
- Provide administrative assistance to manage the filing systems, meeting minutes and the office.
- Develop and maintain correspondence logs.
- Review and make recommendations to the City on change order requests from the contractors. In particular determine if the requests are legitimate.
- Review any Owner or design team document changes and prepare cost estimates for each.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams.
- Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims.
- Produce a more detailed monthly report of the same items.
- Review payment requests for completeness and accuracy including proper payroll documentation and bond releases are in order and make recommendation for payment to Owner.
- Monitor the construction schedule and provide advance notice of changes.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims. If any are received, review and make recommendations to the City.
- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents.
- Schedule any permit required and special inspections.
- Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.
- Monitor the Contractors' safety program.
- Prepare in conjunction with the design team and City a project punch-list.
- Monitor the completion and quality of the punch-list items by the Contractor.
- Coordinate, receive and compile all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
- Assist with project completion knowledge transfer.

## RESPONSE TO RFP

Technical and Cost Proposals **must** be received by the City of Petaluma by **2:00 PM, Thursday February 17<sup>th</sup>, 2021**. At or before the time mentioned above, Consultants shall send an email to Josh Minshall, P.E. at the email: [jminshall@cityofpetaluma.org](mailto:jminshall@cityofpetaluma.org), which shall contain the following two (2) **separate** attachments:

1. Electronic (PDF) copy of the Consultant's Technical Proposal.
2. Electronic (PDF) copy of the Consultant's Cost Proposal.

Proposal PDFs for the project shall be limited to a **maximum** of **twelve (12)** single-sided pages, **excluding** necessary Appendices and required Exhibits. Specific requirements are described as follows. All electronic attachments should be clearly labeled to make it easy for the City to identify the separate documents.

### Additional RFP Notes:

1. The maximum receivable email size is around 20 MB, for City servers. Therefore, proposals exceeding this size (**20 MB**) will need to be sent via a downloadable link. Alternatively, if size permits multiple emails (up to **two (2)**) can be sent and should be properly numbered with matching subjects. If multiple emails are sent the first email should outline the number of emails planned and their contents. The City will confirm receipt of any emails received at or before the specified due date and time.
2. The cost proposal is **not** part of the page limit and should be submitted as a separate document as discussed above.
3. Front and back proposal covers can be included and will **not** count as part of the page maximum. However, please note that proposal front and back covers will not be used as part of the RFP scoring.
4. Dividers can be used in the proposal and will **not** be counted as part of the twenty-page limit. However, please note that any content on the divider pages will not be used as part of the RFP scoring.
5. 11x17 sheets are permitted to be used for proposed schedules, example technical documents and designs **only** and will be counted as one (1) page.

For question or clarifications contact Josh Minshall, P.E. by phone (707) 776-3785 or by email at [jminshall@cityofpetaluma.org](mailto:jminshall@cityofpetaluma.org).

## 1.0 TECHNICAL PROPOSAL REQUIREMENTS

### 1.1 COVER LETTER

Provide a cover letter signed by an official authorized to bind the firm, and the letter shall contain a statement that the firm is able to sign the City of Petaluma's standard PSA (**Attachment A**).

## **1.2 INTRODUCTION**

Provide an overview of the firm's qualifications as they relate to providing similar construction management services to municipal agencies. Include a brief description of your understanding of the project and services to be provided for the City of Petaluma. Identify your project management and technical approach to providing the services for the successful completion of this project.

## **1.3 PROJECT TEAM ORGANIZATION**

Identify proposed team members and work on similar projects; include an organizational chart. List all subconsultants including contact information and areas of expertise. Briefly describe the roles of the prime Consultant and subconsultants. Provide information regarding the size and years in business of your firm and each subconsultant.

## **1.4 APPROACH / SCOPE OF WORK**

Describe your approach for completing the scope of services. Identify and detail specific tasks necessary to complete the work. Proposers are encouraged to amplify the scope of work, to identify any supplemental tasks necessary, and to recommend alternatives, to enhance the project or reduce costs.

## **1.5 REFERENCES**

Provide a minimum of five (5) project-related references with details including project description, name, company, address, email address and telephone number.

## **1.6 COST PROPOSAL**

The Consultant will perform the services stated in the contract for an agreed amount as compensation. The cost proposal shall define the total lump sum contract price to satisfy the scope of services and complete the work as proposed. The Consultant shall provide a rate table for themselves as well as their subconsultants. The cost proposal shall include:

- A listing of tasks required to accomplish the proposed scope of services;
- An estimate of the labor hours for each position classification and task including level of effort;
- The proposed hourly fee schedule for calendar year 2022;
- 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; and
- Mark-up on other direct costs (ODC), not to exceed five (5) percent

## 2.0 SELECTION PROCESS

### 2.1 EVALUATION CRITERIA

The City's evaluation criteria for submitted proposals is detailed as follows, 100 points total:

- **Completeness of Response (Pass/Fail)**
  - a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed will be considered incomplete and will receive no further consideration.
- **Conflict of Interest Statement (Pass/Fail)**
  - a. Discloses any financial, business or other relationship with the City of Petaluma that may have an impact upon the outcome of the contract or construction project.
  - b. Lists current clients who may have a financial interest in the outcome of this contractor or the construction project that will follow.
  - c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.
- **Qualifications & Experience (25 points)**
  - a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct site investigation, provide the outfall design, work within regulatory restrictions, and provide construction services.
  - b. Recent projects of a related nature that have been completed.
  - c. Experience working on municipal projects as well as experience working with regulatory agencies.
- **Team Organization (15 points)**
  - a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
  - b. Roles and Organization of Proposed Team
    - i. Show adequate and appropriate disciplines of project team for services provided
    - ii. Identify where team members have previously worked together on similar project(s)
  - c. Project Management Approach
    - i. Show Team is managed by an individual with appropriate experience in similar projects. Provide the time this person is committed to the project
    - ii. Identify how Team will successfully address all aspects of the planning, design and construction of this project
    - iii. List all project constraints and Team's approach to addressing these constraints
    - iv. Show that the Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones
  - d. Roles of Key Individuals on the Team
    - i. List all key positions needed to execute work

- ii. Show that the key positions have the ability to be present on-site with a regular presence as needed.
- iii. Show that the Team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project. **Note: Resumes can be included as Appendices and therefore will not count towards the PDF page limits**
- e. Working Relationship with Public Works
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process
  - ii. Team leadership understands the nature of public sector work and its decision-making process
  - iii. Proposal responds to the need to assist the City of Petaluma during the project
- **Approach and Scope of Services to be Provided (35 points)**
  - a. Identify the technical approach to be followed by the Project Team and how the Project Team will be pro-active to mitigate anticipated project issues
  - b. Include a Detailed Scope of Services to be used
    - i. Proposed scope of services is appropriate for all phases of the work
    - ii. Provide a Scope that addresses all known project needs and appears achievable in the timeframes set forth in the project schedule
  - c. Project Deliverables
    - i. Deliverables are appropriate to the schedule and scope set forth in above requirements
    - ii. Identify key milestones in the project development
- **Project Schedule (20 points)**
  - a. Schedule shows work completion date
  - b. Identify the project timeline with all major elements of construction management efforts, coordinated with the project milestones and required submittals for successful project completion.
  - c. The schedule should address all knowable phases of the project, in accordance with the general requirements of this RFP.
- **References (5 points)**
  - a. Provide a minimum of five (5) references for similar projects.

### 3.0 GENERAL INFORMATION

#### 3.1 NEGOTIATION OF CONTRACT

After selection of the Consultant, the City and the Consultant shall negotiate the contract under which the work shall be performed. All items submitted in the Consultant's proposal shall be subject to negotiation.

#### 3.2 PROFESSIONAL SERVICES AGREEMENT

The successful firm will be required to execute the City of Petaluma's Standard Professional Services Agreement (see **Attachment A**). The Consultant should assume that no exceptions to

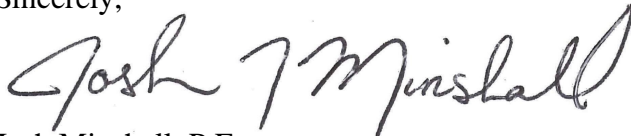
this agreement will be accepted and that any Consultant submitting a proposal must be prepared to execute this agreement without modification.

### 3.3 ESTIMATED SCHEDULE

|   |   |
|---|---|
| Advertisement Date                      | January 28 <sup>th</sup> , 2022             |
| Proposal Due Date                       | 2:00 PM on February 17 <sup>th</sup> , 2022 |
| Proposal Selection by City of Petaluma  | February 28 <sup>th</sup> , 2022            |
| PSA Executed / Notice to Proceed Issued | March 21 <sup>st</sup> , 2022               |

If any further information is required, please contact me at (707) 776-3785. Your interest in this project is greatly appreciated.

Sincerely,



Josh Minshall, P.E.  
Senior Civil Engineer  
City of Petaluma

**Enclosures:**

- Attachment A: Standard Professional Services Agreement
- Attachment B: Insurance Information
- Attachment C: Prevailing Wage Information
- Attachment D: Living Wage Information
- Attachment E: Outstanding Design Services RFP



# Attachment A

## 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 \$ \_\_\_\_\_

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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 \_\_\_\_\_ (“Consultant”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant 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.** Consultant 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 Consultant in accordance with the rates specified in Exhibit A.
  - B. Consultant 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. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant 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, Consultant shall not be paid any compensation until such time as Consultant has on file with the City Finance Department a current W-9 form available from the IRS website ([www.irs.gov](http://www.irs.gov)) and has obtained a currently valid Petaluma business tax certificate.

- E. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant'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 Consultant 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 Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant 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, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.
  5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant 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.** Consultant 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 Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
  7. **Licenses, Permits, Etc.** Consultant shall, at Consultant'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.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

9. **Inspection.** Consultant 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 Consultant of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Consultant 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 Consultant's performance of the Services.
11. **Confidentiality.** In the course of Consultant's employment, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant 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.** Consultant 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. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant 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, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Consultants 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 Consultants 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. Consultant agrees to comply fully with all such requirements to the extent they apply to Consultant's performance of the Services.
13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Consultant'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.** Consultant 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.** Consultant 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. Consultant'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, Consultant shall comply with all rules and regulations applicable to such fiscal assistance.
18. **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, Consultant 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 Consultant shall promptly provide to the City documents and information verifying Consultant'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 Consultants 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. Consultant'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. **Discrimination.** During the performance of this Agreement, Consultant 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: \_\_\_\_\_

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

22. **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 Consultant 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.
23. **Indemnification.** 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. **Insurance.** Consultant shall comply with the “Insurance Requirements for Consultants” 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. **Litigation.** If litigation ensues which pertains to the subject matter of Consultant’s services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.

27. **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.

28. **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.

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. **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.

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. **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.

33. **Consultant’s Books and Records.**

A. Consultant 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 Consultant pursuant to this Agreement.

- B. Consultant 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 Consultant’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 Consultant’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 Consultant, Consultant’s representatives, or Consultant’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. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Consultant 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

CONSULTANT

\_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Title



\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Taxpayer I.D. Number

\_\_\_\_\_  
Petaluma Business Tax Certificate Number

file name:

ATTACHMENT B  
**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
FOR ALL AGREEMENTS

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

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

**A. Required Minimum Scope of Insurance**

- Coverage shall be at least as broad as:  
Insurance Services Office Commercial General Liability coverage:
  - a. Personal injury;
  - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability/Errors and Omissions
- Crime/Employee Blanket Fidelity Bond
- Property Insurance against all risks of loss to any tenant improvements or betterments.
- Pollution Liability Insurance
- Garage Liability
- Garagekeepers Insurance
- Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- Abuse or Molestation Liability Coverage

**A.1 Required for All Contracts**

- Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- Copy of the Declarations and Policy Endorsements Page for the CGL Policy

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
  - Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
  - All Risk Property Insurance: Full replacement cost.
  - Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
  - Garage Liability: \$1,000,000 per occurrence.
  - Garagekeepers Insurance: \$1,000,000 per occurrence.
  - Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
  2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
  3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

### **C. Deductibles and Self-Insured Retentions**

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

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

### **D. Other Insurance Provisions**

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

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

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

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

# ATTACHMENT C

## PREVAILING WAGE EXHIBIT C

### 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>. 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.

file name:



# ATTACHMENT D

## EXHIBIT D

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

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

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

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

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

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

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name of Covered Entity/Business Capacity)

By \_\_\_\_\_  
(Print Name)

/s/ \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title /Capacity of Authorized Signer)

**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: \_\_\_\_\_



# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

**Teresa Barrett**  
Mayor

December 23<sup>rd</sup>, 2021

**Brian Barnacle**  
**D'Lynda Fischer**  
**Mike Healy**  
**Dave King**  
**Kevin McDonnell**  
**Dennis Pocekay**  
Councilmembers

## **REQUEST FOR PROPOSAL (RFP) FOR WASTEWATER TREATMENT PLANT OUTFALL REPLACEMENT DESIGN AND CONSTRUCTION SERVICES FOR THE FOR THE ELLIS CREEK OUTFALL RELOCATION PROJECT.**

### **INTRODUCTION**

The City of Petaluma's Department of Public Works & Utilities is requesting technical proposals from qualified consulting firms interested in providing design of the replacement outfall for the City's wastewater treatment plant, as well as construction services for the Ellis Creek Outfall Relocation Project.

The City will enter into a Professional Service Agreement (PSA) with the top qualified firm to provide investigation and design services.

#### **Public Works & Utilities**

**City Engineer**  
11 English Street  
Petaluma, CA 94952  
Phone (707) 778-4303

### **SCOPE OF SERVICES**

The Ellis Creek Water Recycling Facility (Ellis Creek) is located at the south eastern boundary of Petaluma and is bound by Highway 116 (Lakeville Hwy), the Petaluma River, Shollenberger Park, wetlands and agricultural land. Ellis Creek has two existing outfalls, one original outfall constructed across the wetlands to a submerged outfall in the Petaluma River, with support structure; and an emergency outfall directed to the nearby drainage channel which was constructed as a temporary measure to be used if the original outfall fails. The original outfall was constructed in 1976 and is showing physical deterioration. Inspection showed transvers and longitudinal cracking of the pipe and noted the material is likely Techite. In response to the inspections and possible failure the City was granted emergency authorization to construct a temporary outfall to be used as a contingency bypass in case of a failure.

**Environmental Services**  
Ellis Creek –  
Water Recycling Facility  
3890 Cypress Drive  
Petaluma, CA 94954  
Phone (707) 776-3777  
Fax (707) 656-4067

**Parks & Facility Maintenance**  
840 Hopper St. Ext.  
Petaluma, CA 94952  
Phone (707) 778-4303  
Fax (707) 206-6065

**Transit Division**  
555 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4421

**Utilities & Field Operations**  
202 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4546  
Fax (707) 206-6034

It is incumbent on the City to replace the temporary outfall with a permanent solution, and at which time the original outfall will be abandoned. A preliminary design has been prepared by GHD Inc. for a preferred layout and to begin discussions with regulatory agencies. Environmental permitting services are currently being provided by GHD. The City is seeking a consultant to take the concept through design and into construction.

**E-Mail:**  
publicworks@cityofpetaluma.org

Due to the location of the outfall near wetlands and probable nesting habitats it is fully anticipated that environmental permit restrictions will limit the construction window(s). It is the City's desire to have the new outfall constructed in the Fall of 2022 and operational by the end of the construction window – January 2023. The project will need to be closely coordinated with the ongoing operation of the facility. The City plans to bring in outside construction management to assist with project management.

The allowable construction window is anticipated to be limited:

- Presence of rail species - September or October through January
- Wetland areas – June 1 through October 15
- In river outfall demolition – September 1 to October 15

We expect that the selected consultant will be able to improve upon the project schedule but the following major milestones have been identified for timely completion of the project. The selected consultant will not exceed these dates:

- Feb 10, 2022: Design Notice to Proceed
- April 25, 2022: 60% Design Submitted
- June 2, 2022: 100% Design Submitted
- June 9, 2022: Notice Inviting Bids
- July 18 2022: Contract Award/Council Date
- August 2022: Construction Phase
- October 15, 2022: Construction within wetlands complete
- January 2023: Project Completion

Therefore, the City is requesting the qualified Consultant and necessary subconsultants partner with the City to provide recommendation and complete the design of the outfall, including scour prevention, habitat protection, decommissioning of the existing outfalls, and to provide the City with construction documents necessary for the bidding of the work as well as the option to provide construction services through completion of the project.

The Design Consultant and its team will need to perform the following tasks:

- Consultant to review all relevant existing information, including the Preliminary Design provided by GHD, Inc. Review existing permit requirements including the City's NPDES permit CA0037810.
- Provide the City with a detailed project schedule, to be updated throughout the project. The construction windows set by regulatory agencies are a controlling factor in the project schedule and the selected consultant will drive success in timely completion and maximize the construction window available for contractors for the benefit of the City. To meet project timeline, bi-weekly meetings may be necessary.
- Perform additional surveying if needed and a field investigation to address any geotechnical questions in order to provide a complete design for the outfall. Provide the

City with any recommendations should they be different than the preliminary design previously prepared.

- Provide a 60% level design package for review by the City and incorporate changes based on feedback in order to submit the package for environmental permitting. Provide a preliminary cost estimate. A more detailed design review meeting should be included with submittal.
- Should the City receive conditions on the project from agencies reviewing the permitting, an additional updated set of plans may be requested by the City (**Optional Task**)
- Provide the 100% design package for review. Address final comments and prepare construction documents for the Ellis Creek Outfall Relocation Project, provide a construction cost estimate and provide technical specifications for bidding of the project. The construction documents prepared by the consultant shall be bid ready. Two detailed design review meetings should be included with submittal of the final design and for completion of the bid package. **Note:** Construction to be timely with regard to permit requirements and coordinated with Environmental Services.
- Provide Consulting during Construction. The selected Consultant would provide assistance during construction by assisting in addressing requests for information, approving of submittals, as well as clarification or changes in the field during construction period, and inspection for plan and design compliance, and assistance through successful completion of the project (**Optional Task**).

## RESPONSE TO RFP

Technical and Cost Proposals **must** be received by the City of Petaluma by **2:00 PM, Thursday January 13<sup>th</sup>, 2022**. At or before the time mentioned above, Consultants shall send an email to **Josh Minshall, P.E. at the email: [jminshall@cityofpetaluma.org](mailto:jminshall@cityofpetaluma.org)**, which shall contain the following two (2) **separate** attachments:

1. Electronic (PDF) copy of the Consultant's Technical Proposal.
2. Electronic (PDF) copy of the Consultant's Cost Proposal.

Technical Proposal PDFs for the project shall be limited to a **maximum** of **twenty (20)** single-sided pages, **excluding** necessary Appendices and required Exhibits. Specific requirements are described as follows. All electronic attachments should be clearly labeled to make it easy for the City to identify the separate documents.

### Additional RFP Notes:

1. The maximum receivable email size is around 20 MB, for City servers. Therefore, proposals exceeding this size (**20 MB**) will need to be sent via a downloadable link. Alternatively, if size permits multiple emails (up to **two (2)**) can be sent and should be properly numbered with matching subjects. If multiple emails are sent the first email should outline the number of emails planned and their contents. The City will confirm receipt of any emails received at or before the specified due date and time.
2. The cost proposal is **not** part of the twenty-page limit and should be submitted as a separate document as discussed above.

3. Front and back proposal covers can be included and will **not** count as part of the 20-page maximum. However, please note that proposal front and back covers will not be used as part of the RFP scoring.
4. Dividers can be used in the proposal and will **not** be counted as part of the twenty-page limit. However, please note that any content on the divider pages will not be used as part of the RFP scoring.
5. 11x17 sheets are permitted to be used for proposed schedules, example technical documents and designs **only** and will be counted as one (1) page.

For question or clarifications contact Josh Minshall, P.E. by phone (707) 776-3785 or by email at [jminshall@cityofpetaluma.org](mailto:jminshall@cityofpetaluma.org).

## **1.0 TECHNICAL PROPOSAL REQUIREMENTS**

### **1.1 COVER LETTER**

Provide a cover letter signed by an official authorized to bind the firm, and the letter shall contain a statement that the firm is able to sign the City of Petaluma's standard PSA (**Attachment A**).

### **1.2 INTRODUCTION**

Provide an overview of the firm's qualifications as they relate to providing similar investigation, design and construction services to municipal agencies. Include a brief description of your understanding of the project and services to be provided for the City of Petaluma. Identify your project management and technical approach to providing the services for the successful completion of this project.

### **1.3 PROJECT TEAM ORGANIZATION**

Identify proposed team members and work on similar projects; include an organizational chart. List all subconsultants including contact information and areas of expertise. Briefly describe the roles of the prime Consultant and subconsultants. Provide information regarding the size and years in business of your firm and each subconsultant.

### **1.4 TECHNICAL APPROACH / SCOPE OF WORK**

Describe your technical approach for completing the scope of services. Identify and detail specific tasks necessary to complete the work. Proposers are encouraged to amplify the scope of work, to identify any supplemental tasks necessary, and to recommend alternatives, to enhance the project or reduce costs.

### **1.5 REFERENCES**

Provide a minimum of three (3) project-related references with details including project description, name, company, address, email address and telephone number.

## **1.6 COST PROPOSAL**

The Consultant will perform the services stated in the contract for an agreed amount as compensation. The cost proposal shall define the total lump sum contract price to satisfy the scope of services and complete the work as proposed. The Consultant shall provide a rate table for themselves as well as their subconsultants. The cost proposal shall include:

- A listing of tasks required to accomplish the proposed scope of services;
- An estimate of the labor hours for each position classification and task including level of effort;
- The proposed hourly fee schedule for calendar year 2022;
- 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; and
- Mark-up on other direct costs (ODC), not to exceed five (5) percent

## **2.0 SELECTION PROCESS**

### **2.1 EVALUATION CRITERIA**

The City's evaluation criteria for submitted proposals is detailed as follows, 100 points total:

- **Completeness of Response (Pass/Fail)**
  - a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed will be considered incomplete and will receive no further consideration.
- **Conflict of Interest Statement (Pass/Fail)**
  - a. Discloses any financial, business or other relationship with the City of Petaluma that may have an impact upon the outcome of the contract or construction project.
  - b. Lists current clients who may have a financial interest in the outcome of this contractor or the construction project that will follow.
  - c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.
- **Qualifications & Experience (25 points)**
  - a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct site investigation, provide the outfall design, work within regulatory restrictions, and provide construction services.
  - b. Recent projects of a related nature that have been completed.
  - c. Experience working on municipal projects as well as experience working with regulatory agencies.



- **Team Organization (15 points)**
  - a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
  - b. Roles and Organization of Proposed Team
    - i. Show adequate and appropriate disciplines of project team for services provided
    - ii. Identify where team members have previously worked together on similar project(s)
  - c. Project Management Approach
    - i. Show Team is managed by an individual with appropriate experience in similar projects. Provide the time this person is committed to the project
    - ii. Identify how Team will successfully address all aspects of the planning, design and construction of this project
    - iii. List all project constraints and Team's approach to addressing these constraints
    - iv. Show that the Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones
  - d. Roles of Key Individuals on the Team
    - i. List all key positions needed to execute work
    - ii. Show that the Team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project. Note: Resumes can be included as Appendices and therefore will not count towards the PDF page limits
  - e. Working Relationship with Public Works
    - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process
    - ii. Team leadership understands the nature of public sector work and its decision-making process
    - iii. Proposal responds to the need to assist the City of Petaluma during the project
- **Technical Approach and Scope of Services to be Provided (35 points)**
  - a. Identify the technical approach to be followed by the Project Team and how the Project Team will be pro-active to mitigate anticipated project issues
  - b. Include a Detailed Scope of Services to be used
    - i. Proposed scope of services is appropriate for all phases of the work
    - ii. Provide a Scope that addresses all known project needs and appears achievable in the timeframes set forth in the project schedule
  - c. Project Deliverables
    - i. Deliverables are appropriate to the schedule and scope set forth in above requirements
    - ii. Identify key milestones in the project development
- **Project Schedule/Confidence in Execution (20 points)**
  - a. Schedule shows work completion date
  - b. Identify the project timeline with all major milestones and required submittals for project management and permitting compliance
  - c. The schedule should address all knowable phases of the project, in accordance with the general requirements of this RFP.

- **References (5 points)**
  - a. Provide a minimum of three (3) references for similar projects.

### 3.0 GENERAL INFORMATION

#### 3.1 NEGOTIATION OF CONTRACT

After selection of the Consultant, the City and the Consultant shall negotiate the contract under which the work shall be performed. All items submitted in the Consultant's proposal shall be subject to negotiation.

#### 3.2 PROFESSIONAL SERVICES AGREEMENT

The successful firm will be required to execute the City of Petaluma's Standard Professional Services Agreement (**see Attachment A**). The Consultant should assume that no exceptions to this agreement will be accepted and that any Consultant submitting a proposal must be prepared to execute this agreement without modification.

#### 3.3 ESTIMATED SCHEDULE

|   |  |
|---|--|
| Advertisement Date                      | December 23 <sup>rd</sup> , 2021           |
| Proposal Due Date                       | January 13 <sup>th</sup> , 2022 at 2:00 PM |
| Proposal Selection by City of Petaluma  | January 20 <sup>th</sup> , 2022            |
| PSA Executed / Notice to Proceed Issued | February 10 <sup>th</sup> , 2022           |

If any further information is required, please contact me at (707) 776-3785. Your interest in this project is greatly appreciated.

Sincerely,



Josh Minshall, P.E.  
Senior Civil Engineer  
City of Petaluma

**Attachment E - Outstanding Design RFP  
For Reference Purposes**

Ellis Creek Outfall RFP  
City of Petaluma  
December 23<sup>rd</sup>, 2021

**Enclosures:**

- Attachment A: Standard Professional Services Agreement
- Attachment B: Insurance Information – Exhibit B
- Attachment C: Prevailing Wage Information – Exhibit C
- Attachment D: Living Wage Information – Exhibit D
- Attachment E: Preliminary Design Documents
- Attachment F: As Built Plans
- Attachment G: Project Location
- Attachment H: Project Background Information