

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH WOODARD & CURRAN  
AGREEMENT NUMBER F002584**

This "Agreement" is made as of this 6th day of February, 2023 by and between the City of Santa Rosa, a municipal corporation ("City"), and Woodard & Curran, a Maine Corporation ("Contractor").

**R E C I T A L S**

A. City desires to develop a Storm Drain Master Plan that will provide an actionable planning document that will supply uniformity to the decision-making process and future management of the storm drain infrastructure assets.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the

percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one-million, five-hundred seventy-four thousand, two-hundred and four dollars and no cents (\$1,574,204.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 54031.

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California Department of Housing and Community Development, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the State of California Department of Housing and Community Development or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

### **4. INDEMNITY**

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

**City Representative:**

Claire Myers  
69 Stony Circle  
Santa Rosa, CA 95401  
(707) 543-4204  
Cmyers@srcity.org

**Contractor Representative:**

Millie Cowley-Crawford  
101 Montgomery Street, Suite 1850  
San Francisco, CA 94104  
(415) 321-3421  
Mcrawford@woodardcurran.com

## **8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

## **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **10. SUCCESSORS AND ASSIGNS**

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

## **12. REMEDIES UPON DEFAULT**

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

### 13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than July 31, 2025.

### 14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

### 15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

### 16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

☒ X yes ☐ no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:



- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## **17. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **18. CONTRACTOR INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of

its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **19. FEDERAL PROVISIONS**

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

## **20. GENERAL PROVISIONS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or

military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of Maine, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONTRACTOR:**

Name of Firm: Woodard & Curran

TYPE OF BUSINESS ENTITY (check one):

☐ Individual/Sole Proprietor  
☐ Partnership  
☒ Corporation  
☐ Limited Liability Company  
☐ Other (please specify: \_\_\_\_\_)

Signatures of Authorized Persons:

By: David L. Richardson  
David L. Richardson (Jan 19, 2023 15:32 PST)

Print Name: David L. Richardson

Title: Vice President

By: Rebecca Talbert  
Rebecca Talbert (Jan 20, 2023 09:46 EST)

Print Name: Rebecca Talbert

Title: Corporate Secretary

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit C – Federal Provisions

**CITY OF SANTA ROSA**

a Municipal Corporation

By: Daniel J Galvin III  
Daniel J Galvin III (Feb 6, 2023 10:53 PST)

Print Name: Daniel J Galvin III

Title: Board Chair

APPROVED AS TO FORM:

Morgan Biggerstaff  
Morgan Biggerstaff (Jan 27, 2023 15:16 PST)

Office of the City Attorney

ATTEST:

Dina Manis  
Recording Secretary

# **ATTACHMENT ONE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# Exhibit A

101 Montgomery Street  
Suite 1850  
San Francisco, CA 94104  
www.woodardcurran.com

T 800.426.4262  
T 415.321.3400

Via Electronic Mail

November 14, 2022



Flannery Banks  
Santa Rosa Water  
69 Stony Circle  
Santa Rosa, CA 95401

Re: Storm Drain Master Plan Proposal

Dear Ms. Banks:

We are thrilled to support the City on one of the core projects identified to achieve your 2022 City Council Goal of ***"investing in maintaining infrastructure that supports environmental sustainability and supports a vibrant community."*** You need a team that can partner with you to deliver results on this high priority project – one of just three Water Department projects listed in the City Council's Priorities Workplan. In working with the City over the last two decades, we recognize the importance of partnering with you in a way that supports your cadence as a high performing organization with an eye toward aligning goals and priorities with staff strengths and capacity, taking a collaborative approach that anticipates the evolving community needs, applying an equity lens in our planning approach, and bringing practical innovation to the table. This is an initial Storm Drain Master Plan for the City and will lay the foundation for asset understanding, identification of data gaps and needs, and establish a road map that guides capital planning. This plan will help the City determine future funding and financing directions and be a springboard for a holistic stormwater program that helps the City meet the challenges of aging infrastructure, a growing community and a changing climate.

**Key Team Members & Qualifications.** Our team will be led by **Millie Cowley-Crawford PE, CFM, Project Manager.** She will be your **point of contact** for this project and will manage our internal team and deliverables. Millie brings over 20 years of stormwater planning experience ranging from model and alternatives evaluation to capital planning and is currently the **Project Manager for Sonoma Water's Upper Petaluma Flood Control and Recharge Project.** Millie is well versed in bringing statewide strategy to planning projects with her role as **Director for the Floodplain Managers Association** and is a fantastic partner for agency PMs in delivering high quality presentations for City Council decision-making along the way. Kathleen Higgins, PE, will be providing oversight and review as principal-in-charge. She brings over 30 years of experience working with municipalities on storm drain projects ranging from master plans of drainage, to helping clients achieve NPDES Permit Compliance to the planning and design of numerous storm drain and low impact development projects. The team will be supported by **Dave White** and **Jason Roberts** as Strategic & Technical Advisors and a number of specialist engineers and planners along with **strategic partners ESA and Summit.**

**Work Plan and Scope.** Our team has crafted an integrated planning approach that will support City staff in creating an actionable vision for stormwater management and create the pathway to meet near term needs in concert with future goals. Our approach to creating an





integrated Storm Drain Master Plan for the City of Santa Rosa focuses on five key aspects of the planning process:

1. Performing a **risk-informed infrastructure condition assessment**
2. Advancing the City's asset management decision-making power with a **data framework** that considers future data and aligns with **existing systems**
3. Building a **robust** hydrologic and hydraulic model that **integrates with other local and regional studies**
4. Developing solutions that achieve **compliance** while providing innovative **benefit opportunities**
5. Leveraging existing resources to maximize **funding** and support **implementation**

Our local team brings the right combination of storm drain design experience, local system knowledge and technical excellence necessary to identify vulnerabilities and respond to the technical issues. Our hands on project management approach, consistent and proactive communication, along with our established QA/QC procedures will deliver the project on time and budget.

The work for this project will be managed from our **San Francisco** office located at located at 101 Montgomery Street, Suite 1850, San Francisco, CA 94104. Our Principal-in-Charge, Kathleen Higgins, PE is authorized to sign legal binding commitments and can be reached at 949.420.5313 or [khiggins@woodardcurran.com](mailto:khiggins@woodardcurran.com). We look forward to discussing contract language and schedule with you. Thank you for the opportunity to submit our proposal.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in black ink, appearing to read "Millicent Cowley-Crawford".

Millicent Cowley-Crawford, PE, CFM  
Project Manager for the City

A handwritten signature in black ink, appearing to read "Kathleen Higgins".

Kathleen Higgins, PE  
Principal-in-Charge





## Section 6 | Scope of Services

The following pages represent the scope of work conforming to the City's considered scope in the RFP. We have added a few more details to the existing scope to show our teams collaborative approach toward implementation. We will work in partnership with the City's project manager to review and confirm the scope at the outset of project and alignment through the duration of the project

### **Task 1.0 – Storm Drain Rating, Inspection, and Condition Assessment**

Woodard & Curran, in conjunction with City staff, will develop a clear and consistent risk rating system to prioritize needed storm drain linings, repairs, replacements, and other projects. An initial application of the risk rating system will be used, in conjunction with the City's existing Geographic Information Systems (GIS) Mapping Database of the storm drain infrastructure, to prioritize the pipes to be inspected by closed-circuit television (CCTV) and determine the condition of critical existing infrastructure. The compiled information will be used to develop a condition assessment of the City-owned and maintained storm drain infrastructure to develop short-term (0-5 years) and long-term (6-20 years) capital improvement and maintenance needs recommended to reduce lifecycle costs. Woodard & Curran will conduct the following subtasks.

#### **Subtask 1.1: Data Collection and Review**

Woodard & Curran will analyze the current asset inventory and any previously collected condition information, past performance information, and/or record drawings available to develop an understanding of the City's storm drain network and identify potential data gaps. Available external data sources will be linked to the GIS database, if possible, for future reference. This initial assessment will help to focus the team on the most critical data gaps for further evaluation, informing both the risk assessment and system inspections.

The first step to providing a comprehensive financial analysis involves a close review of the existing financial position, including the existing storm drain assessment, current and historical operating financials, and existing gaps or deficiencies of the current program. BWA will assemble the information necessary to understand the City's storm water funding needs and finances, including long-term administrative, operating and capital funding needs. BWA will work with City staff and Woodard & Curran to obtain key information and estimates for:

- » City storm water budget and historical expenses by fiscal year for the past 5 fiscal years
- » Resolutions or ordinances for the City storm water assessment charges
- » Current & historical storm water assessment charges
- » Prior storm water rate study
- » Projections of any changes to future City storm water operating costs

#### **Subtask 1.2: Risk Rating System Development**

Woodard & Curran will evaluate the updated data set to assign a Consequence of Failure (CoF), Likelihood of Failure (LoF), and overall Risk rating to each asset. We will review potential methodologies for weighting CoF, LoF, and Risk, including the metrics evaluated in the City's water and wastewater risk assessments and advise the City on recommendations reflective of current industry best practices and our experience

implementing asset management plans. Once agreement is reached on the approach to assigning LoF and CoF, this rationale will be documented as a section in the Master Plan, as described in Task 6.

The LoF score will be assigned considering the asset's age, estimated useful life, condition, vulnerability to hazards (e.g., floods, erosion, collapse due to age, etc), history with similar assets, and staff's knowledge about the asset.

**An example LoF rating is as follows:**

Rating or Score	LoF	Type of Failure
1	Improbable	Unlikely to occur, but possible
2	Remote	Unlikely, but can reasonably be expected to occur
3	Possible	Could occur
4	Probable	Will likely occur
5	Imminent	Will likely occur very soon

The CoF score will be assigned based on the social, economic, and/or environmental consequences that occur if and when the asset fails. We will use a comparison of the location and capacity of the assets with available GIS layers including emergency services, hospitals, schools and care facilities, roadways, utilities, and other city assets, along with available FEMA flood hazard mapping, etc. to preliminarily identify the most critical drainage assets in the City.

**An example CoF rating is as follows:**

Rating or Score	CoF	Type of Failure
1	Insignificant disruption	Slight effect
2	Minor disruption	Minor effect, minor costs
3	Moderate disruption	Moderate effect, moderate cost, important level of service (LoS) still achieved
4	Major disruption	Major effect, major cost, important LoS compromised
5	Catastrophic disruption	Massive system failure, extensive damage


For assets where missing data was identified under subtask 1.1, an extrapolation of information available for similar assets will be leveraged for both LoF and CoF. Initial risk scores will be calculated from the CoF and LoF scores for each asset and will be used to identify key storm drain infrastructure to be included in the Pipeline Condition Assessment Program outlined in Task 1.3. The prioritization will focus on identifying up to 10 miles (up to 20 miles with optional subtask 1.3.5) of pipelines with higher risk and no recent CCTV (within last five years or less) or unavailable CCTV videos. The prioritization will omit pipes for which the City has performed a CCTV in the last five years and infrastructure constructed within the last 10 years.

### Subtask 1.3: Develop and Implement a Pipeline Condition Assessment Program

Woodard & Curran, together with our pipeline conditions inspection partner Summit Pipelines, will develop and implement a limited, focused CCTV workplan to confirm the existing condition and risk of key infrastructure. Woodard & Curran and Summit Pipeline will conduct the following tasks.

#### 1.3.1: CCTV Kickoff Meeting

The Team will coordinate, prepare for, and attend a virtual CCTV kick-off meeting with Santa Rosa staff, including Information Technology staff, operation and maintenance staff and ITpipes delegates to review preliminary priorities identified in Subtask 1.2 and to ensure the Team is linked into the City's system. This meeting will serve to prepare the Team, verify inspection priorities identified in Subtask 1.2, and address any questions the Team has about the City's ITpipes integration.



**Inspection report**  
nextlevelenvironmental.com  
Tel: 617-336-5888  
nextlevelenv.com

Date	Work Order	Inspector	Reviewed By	Collection Method	Field Supervisor
6/1/2021	2021-0001	John Curran	John Curran	on-site	John Curran
Field Note	Heavy Corrosion	Discontinuity	Page 2021 Page 2	Page 2021 Page 2	Page 2021 Page 2

City	State	County	Location	Asset ID
Groton, MA	MA	Franklin	Franklin Ave	0001-0115
Asset	Location Code	Asset Category	Asset Subcategory	Asset ID
Water Main	Water Main	Water Main	Water Main	0001-0115
Asset	Location Code	Asset Category	Asset Subcategory	Asset ID
Water Main	Water Main	Water Main	Water Main	0001-0115

Station	Distance	Code	Observation	Counter	Photo	Grade
0+00	0.0	AMH	Manhole / SSM-102100	000208	SSM-102100	0.0
0+05	5.0	MFL	Water Level, 10% of the vertical dimension	000209	SSM-102100	0.0
0+10	10.0	TFG	Tap Factory Made Capped at 10 o'clock, discharge	000210	SSM-102100	0.0
0+15	15.0	TFG	Tap Factory Made Capped at 9 o'clock, discharge	000211	SSM-102100	0.0
0+20	20.0	TF	Tap Factory Made at 2 o'clock, discharge	000212	SSM-102100	0.0
0+25	25.0	TF	Tap Factory Made at 10 o'clock, discharge	000213	SSM-102100	0.0
0+30	30.0	TF	Tap Factory Made at 2 o'clock, discharge	000214	SSM-102100	0.0
0+35	35.0	TF	Tap Factory Made at 10 o'clock, discharge	000215	SSM-102100	0.0
0+40	40.0	TF	Tap Factory Made at 2 o'clock, discharge	000216	SSM-102100	0.0
0+45	45.0	TF	Tap Factory Made at 10 o'clock, discharge	000217	SSM-102100	0.0
0+50	50.0	TF	Tap Factory Made at 2 o'clock, discharge	000218	SSM-102100	0.0
0+55	55.0	FC	Fracture Circumferential from 6 o'clock to 9 o'clock, within 8" of top	000219	SSM-102100	0.0
0+60	60.0	TFG	Tap Factory Made Capped at 10 o'clock, discharge	000220	SSM-102100	0.0
0+65	65.0	TF	Tap Factory Made at 10 o'clock, discharge	000221	SSM-102100	0.0
0+70	70.0	TF	Tap Factory Made at 2 o'clock, discharge	000222	SSM-102100	0.0
0+75	75.0	TF	Tap Factory Made at 10 o'clock, discharge	000223	SSM-102100	0.0
0+80	80.0	TF	Tap Factory Made at 2 o'clock, discharge	000224	SSM-102100	0.0
0+85	85.0	TF	Tap Factory Made at 10 o'clock, discharge	000225	SSM-102100	0.0
0+90	90.0	TF	Tap Factory Made at 2 o'clock, discharge	000226	SSM-102100	0.0
0+95	95.0	TF	Tap Factory Made at 10 o'clock, discharge	000227	SSM-102100	0.0
1+00	100.0	AMH	Manhole / SSM-105001	001123	SSM-105001	0.0

Woodard & Curran, Inc. 6/1/21 10:21:11 Page 1

Category	CONSEQUENCE OF FAILURE RATING					
	5 Very High	4 High	3 Moderate	2 Low	1 Very Low	0 None
	<ul style="list-style-type: none"> <li>Serious injury</li> <li>Significant environmental damage &amp; fines</li> <li>\$1M or greater total impact</li> </ul>	<ul style="list-style-type: none"> <li>Major injury</li> <li>Localized environmental damage &amp; fines</li> <li>\$100k-\$1M total impact</li> </ul>	<ul style="list-style-type: none"> <li>Low injury risk</li> <li>Probable environmental damage</li> <li>\$10-100K total impact</li> </ul>	<ul style="list-style-type: none"> <li>Low injury risk</li> <li>Minor/eventual environmental damage</li> <li>\$1-10K total impact</li> </ul>	<ul style="list-style-type: none"> <li>No injury risk</li> <li>Minor/no environmental damage</li> <li>\$1k or less total impact</li> </ul>	
Proximity to Critical User	Hospitals, Fire/EMS & Police	Commercial Business & Industrial <sup>1</sup>	Nursing Homes & Schools	Urban Residential <sup>2</sup>	Rural Residential <sup>3</sup>	
Street Classification	Principal Arterial Interstate & Principal Arterial Other Freeway or Expressway	Other Principal Arterial	Minor Arterial, Major Urban Collector	Minor Collector, Local	Cross-country	Private
Pipeline Diameter	> 48"	36" < Dia. ≤ 48"	24" < Dia. ≤ 36", Null	12" < Dia. ≤ 24"	Dia. ≤ 12"	
Proximity to Railroad			Within 100-foot Buffer of Railroad			Not Within 100-foot Buffer of Railroad

		LIKELIHOOD OF FAILURE (LOF)				
		Very Low LOF	Low LOF	Medium LOF	High LOF	Very High LOF
CONSEQUENCE OF FAILURE (COF)	Very High COF	LOF Score ≤ 1.5, COF Score > 4	LOF Score ≤ 2, COF Score > 4	LOF Score ≤ 3, COF Score > 4	LOF Score ≤ 4, COF Score > 4	LOF Score > 4, COF Score > 4
	High COF	LOF Score ≤ 1.5, COF Score ≤ 4	LOF Score ≤ 2, COF Score ≤ 4	LOF Score ≤ 3, COF Score ≤ 4	LOF Score ≤ 4, COF Score ≤ 4	LOF Score > 4, COF Score ≤ 4
	Medium COF	LOF Score ≤ 1.5, COF Score ≤ 3	LOF Score ≤ 2, COF Score ≤ 3	LOF Score ≤ 3, COF Score ≤ 3	LOF Score ≤ 4, COF Score ≤ 3	LOF Score > 4, COF Score ≤ 3
	Low COF	LOF Score ≤ 1.5, COF Score ≤ 2	LOF Score ≤ 2, COF Score ≤ 2	LOF Score ≤ 3, COF Score ≤ 2	LOF Score ≤ 4, COF Score ≤ 2	LOF Score > 4, COF Score ≤ 2
	Very Low COF	LOF Score ≤ 1.5, COF Score ≤ 1.5	LOF Score ≤ 2, COF Score ≤ 1.5	LOF Score ≤ 3, COF Score ≤ 1.5	LOF Score ≤ 4, COF Score ≤ 1.5	LOF Score > 4, COF Score ≤ 1.5

PRIORITY			
Very Low	Low	Medium	High

ASSET MANAGEMENT PLAN
<ul style="list-style-type: none"> <li>Repair and Replacement Costs</li> <li>Inventory Prioritization</li> <li>Operations and Maintenance Costs</li> <li>20-Yr Capital Improvement Plan (CIP)</li> <li>Asset Management Plan (AMP)</li> </ul>

### 1.3.2: Pipeline Condition Assessment Workplan

The Team will develop and submit a CCTV Condition Assessment Workplan to the City's Project Engineer utilizing the risk-based inspection prioritization developed in Task 1.2 and refined in the CCTV kickoff meeting in Subtask 1.3.1. The Workplan will provide a digital GIS map book of the City's assets identified for inspection including identification numbers, scheduled dates of anticipated storm drain cleaning and CCTV work, and related traffic control plans for needed setup locations. The Workplan will be submitted at least one month before scheduled work is to be performed to provide the City staff sufficient time for Traffic Engineering traffic control plan approvals and the City's review of planned work.

### 1.3.3: CCTV Sample Video

The Team will upload a sample CCTV video file to the City's ITpipes network a minimum of two (2) weeks in advance of the commencement of CCTV to ensure compatibility and compliance with City's system.

### 1.3.4: Pipeline Inspection and Cleaning

The Team will conduct standard storm drain cleaning (2 pass) and CCTV inspection of up to 10 miles or 30 days of storm drain pipelines, whichever is greater. Additional mileage is also included in Optional Subtask 1.3.5. identified in the Workplan. The pipeline condition assessment will comply with:

- » The conditions outlined in Attachment 3 of the RFP entitled "Section 79 CCTV Inspection of Storm Drains" and
- » National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP).

It is assumed that captured cleaning water will be disposed of at the City's wastewater treatment plant. Summit will provide a NASSCO PACP trained CCTV inspection unit for the inspections.

### 1.3.5 Optional Additional CCTV Mileage

The purpose of this optional task is to provide the City flexibility in budgeting the storm drain cleaning and CCTV level of effort. At the City's discretion, 6 additional miles, or 19 days of standard cleaning and CCTV may be performed upon authorization of this subtask, for a total length of 16 miles or 49 days of work.

### 1.3.6 Optional Heavy Cleaning As-Needed

Based on Summit's prior experience, it is anticipated that there may be areas of the storm drain system requiring heavy cleaning (up to 8 passes) prior to a successful inspection. The most efficient approach to these situations will be to clean when these areas are encountered to avoid additional redeployment and traffic interruption. Therefore, this optional task is provided to allow rapid approval of additional effort, if needed, to maintain schedule and minimize interruption. Heavy cleaning will be performed on a per-foot basis, only when authorized. If this subtask is authorized, but the full amount is not needed, the Team will discuss whether the remaining funds should be used to provide additional inspection and standard cleaning services.

## Subtask 1.4: Condition Assessment

Woodard & Curran will work closely with the City through two meetings to review the results of previous tasks in order to prioritize asset renewal, capital improvements, compliance, and O&M. Our team will take the comprehensive needs assessment results and combine them with consequence of failure information data to generate a "risk-based" prioritization of system assets. The first meeting will define prioritization factors.

### The prioritization will be based on the following key factors:

- » Risk Reduction
- » Defensibility
- » Sustainability
- » Integration
- » Validation

Woodard & Curran will review the inspection data and assess the condition of the City's stormwater assets. A final risk score will be established for the storm drainpipes based on NASSCO PACP coding provided by Summit Pipelines. Woodard & Curran will develop a report with a rating summary for each storm drain segment. Based on the investigation conducted and our review of the resulting data, we will determine each asset's condition, estimate useful life (EUL) and remaining useful life (RUL). These determinations will be based on the information available to us about the specific asset, including:

- » Installation date;
- » Maintenance records;
- » Quality of installation;
- » Service/operating conditions; and
- » Inspection data.

The second meeting will present the prioritization results. The final selected priorities will be the basis for the Storm Drain Master Plan (SDMP).

A draft set of recommended improvement priorities and costs will be summarized in table format, and provided as a preliminary deliverable for City review. Comments received will be incorporated into the SDMP.

### Task 1 Deliverables

1. CCTV Kick-off Meeting Agenda and Notes
2. Pipeline Condition Assessment Workplan
3. Pipeline Condition Assessment Workplan Workshop Materials
4. CCTV Sample Video
5. CCTV videos uploaded directly to the City's ITpipes System
6. Table summarizing recommended priorities and costs

### Task 2.0 – Hydrologic and Hydraulic Analysis

Woodard & Curran, in conjunction with our teaming partner ESA, will develop a 1D/2D coupled model of the City's storm drain infrastructure to establish the existing system capacity and corresponding LOS. Pending discussion with City staff, it is assumed the model will be developed utilizing Innovyze's InfoWorks – Integrated Catchment Modeling (ICM) software and in accordance with appropriate modeling protocols previously developed for the City for the sanitary sewer and water infrastructure. Furthermore, Woodard & Curran and ESA will review the data collected as part of the previous work used to develop the HEC-HMS and 2D HEC-RAS models from the Santa Rosa Creek Flood Study and Central Sonoma Watershed Plan Projects to minimize the data compilation efforts and maintain consistency with hydrologic and hydraulic input parameters. Work under this task will include the following subtasks.

***The Woodard & Curran and ESA Team will ensure consistency between the City's ongoing Santa Rosa Creek Flood Study and Central Sonoma Watershed Plan Projects modeling efforts and efficient synthesis of data inputs into the storm drainage model.***

### Subtask 2.1: Develop 2D model Components

Woodard & Curran will define the watershed area and develop the 2-D mesh, roughness factors and infiltration coefficients to represent surface hydrology in the watershed. The mesh will be developed by leveraging the Santa Rosa Creek Flood Study and Central Sonoma Watershed Plan Project data, such as terrain, land use and soils. The mesh will be refined by incorporating buildings and roads. The mesh refinement will also include adding detail, such as breaklines or smaller mesh elements to incorporate key topographic changes. These features will also be added in areas to evaluate overland flow paths. Source data such as terrain, soils, and land use will be reviewed and processed for import into the model, then refined as needed based on aerial imagery. Runoff in the study area will be estimated in the model based on rain-on-grid calculations using typical infiltration models and associated coefficients, and typical manning's N factors based on land use conditions. Data not available from the HEC-HMS and 2D HEC-RAS models, will be developed utilizing the City's GIS data layers and other readily available public data sources.

### Subtask 2.2: Develop 1D Network Storm Drain Components

Woodard & Curran will develop a 1D network model of the City's storm drain infrastructure. Modeled infrastructure will include 12-inch and larger storm drains. Inlets and catch basins will be used to connect the 1D system to the 2D mesh. The City's existing GIS database will form the basis for this network, and asset IDs will be maintained in the model. We understand that the City's database is currently being updated by the City, but it is not anticipated to be comprehensive. Woodard & Curran will perform a data gap analysis and document gaps and/or errors on storm drains 36-inches in diameter and greater that may materially impact the modeling results and development of the SDMP. These facilities will be documented by asset ID and a description of the missing/erroneous information will be provided to the City to review and conduct field investigations to resolve the issue. Woodard & Curran will update the 1D network model to reflect the revised asset information obtained by the City.

### Subtask 2.3: Model Scenarios and Perform Model Runs

Woodard & Curran will evaluate the performance of the existing drainage system against the City's design criteria, establish the system's LoS and identify the locations where surface flooding is predicted. The evaluation will consider 10-, 25-, 50-, and 100-year 24-hour precipitation. For consistency the 24-hour rainfall depths and distributions will be the same as those used in the HEC-HMS and 2D HEC-RAS models. This task also includes review of boundary conditions at the respective receiving waters. Where appropriate, resulting water surface elevations determined from the HEC-HMS and 2D HEC-RAS models develop for the Santa Rosa Creek Watershed will be utilized to establish tailwater conditions. Boundary conditions at outfalls not included in the current modeling study will be derived from other readily available reports from the City, Sonoma Water, the Federal Emergency Management Agency, or approximated using hydraulic modeling methodologies. The ICM modeling results will be compared to the hydrologic outputs of the HEC-HMS and HEC-RAS model at five key locations to provide consistency between the modeling efforts. Boundary conditions at outfalls not included in the current modeling study will be derived from other readily available reports from City, Sonoma Water, the Federal Emergency Management Agency or approximated using hydraulic modeling methodologies. Model results will be evaluated for continuity and modifications will be made to improve accuracy and run efficiency. This process includes troubleshooting 2D and 1D model elements.

If sufficient information exists, Woodard & Curran will validate the results of the hydraulic model with a historic precipitation event. The ability to validate the model will be dependent on the availability of historic rainfall distribution and observations (e.g., highwater marks, areas/extents of flooding, etc.) associated with the corresponding rainfall events. Woodard & Curran will rely on readily available information from the



National Weather Service and interviews with City staff. If data of sufficient quality is not available, Woodard & Curran will calibrate the model to reflect past performance issues that have been observed by City staff. The calibrated model will be used to predict the performance of the system during the events specified above.

Once calibrated, the model will be leveraged to determine the ability to meet performance criteria. Up to 20 potential system improvements will be modeled including increased pipe sizes, pipes in parallel, new pump stations, etc. City staff will be consulted during the development of the project concepts to alleviate performance issues in light of LoF and CoF.

#### **Subtask 2.4: Technical Memorandum**

Woodard & Curran will prepare a Draft Modeling Methodology Technical Memorandum outlining the hydrologic and hydrologic and hydraulic modeling approach, input parameters and assumptions. The memorandum will provide sufficient detail for City staff to continue to refine and update the model with their own staff or future consultants. It is assumed that comments on the draft will be incorporated into the SDMP deliverable.

*The Woodard & Curran will closely collaborate with Santa Rosa staff to develop the model so that it can be used in perpetuity by the City and/or future consultants for the continued management and hydraulic modeling of the City's storm drain infrastructure.*

#### **Task 2 Deliverables**

1. Data Gap Analysis Technical Memorandum
2. Modeling Methodology Technical Memorandum
3. Electronic delivery of Final ICM Hydraulic model (provided to the City at the completion of the SDMP)

### **Task 3.0 – National Pollutant Discharge Elimination System Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems, Water Quality, and Low Impact Development**

Woodard & Curran will evaluate the City's current state of compliance with the National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4 Permit) and provide programmatic recommendations for additional work/activities that may be required to achieve and maintain compliance. These activities and their associated capital, as well as operational and maintenance costs will be identified and discussed in the SDMP. Woodard & Curran will perform the following efforts under this task:

#### **Subtask 3.1: Evaluate Existing Permit Status and Efforts**

As part of this subtask, Woodard & Curran will review the City's MS4 Permit and annual reporting documents (provided by the City) to understand current compliance status and efforts. Two staff will then attend one virtual meeting with City staff to review the City's:

- » current work/activities towards compliance with the City's MS4 Permit.
- » existing MS4 Permit financial expenditures and budget (capital and O&M) commitments.
- » Inventory of existing City LID features and historical, performance, operational and maintenance challenges, and gaps.

### Subtask 3.2: Programmatic Compliance Recommendations

Based on the result of the discussion with City staff in Subtask 3.1, Woodard & Curran will evaluate future MS4 Permit compliance needs and identify work activities required to achieve compliance. Based on an initial list of recommendations, Woodard & Curran will collaborate with City staff to develop programmatic recommendations for activities required to achieve and maintain compliance and document these in a draft TM. These programmatic efforts will include developing:

- » Four proposed details for LID that can be used specifically on narrow roadways that will meet MS4-required water quality (landscaped based), hydromodification/volume capture, and trash capture requirements. Options to be evaluated include porous concrete, tree wells, dry wells, bioretention areas, infiltration trenches, and other LID BMPs.
- » An outline for recommended programmatic structure for performing maintenance in perpetuity for existing and future City-owned and/or maintained LID features. This will include, but not be limited to, addressing staffing needs, performance of maintenance, a template of projected cost equations for the anticipated most common types of publicly owned/maintained facilities, and a revenue source and collection mechanism. We will identify maintenance strategies including those activities related to vegetation, soil/growing media, structural features, drywells, permeable gutter, manufactured infiltration systems, and other components of the LID facilities. We will identify the frequency of maintenance required according to the season and estimates of staffing needs. We will include an easy-to-implement format of fact sheets, checklists, and inspection sheets for recommended types of O&M that will outline the inspection and O&M activities with a checklist and breakdown by season for each type of concept level BMP. Strategies for monitoring the performance of the BMPs will also be included.
- » Outline an offsite offset program and identify key strategic offsite offset possibilities for future Capital Improvement Projects in combination with meeting the other goals outlined in Task 4. The recommendations for the offsite offset program will include discussion of potential inclusion of private development to purchase credits to aide in the City's ability to launch larger scale LID.

Woodard & Curran has budgeted for up to three one-day virtual meetings/workshops with Santa Rosa staff to support in the development of these Programmatic efforts. It is assumed that the draft findings of this task will be reviewed by City staff and comments will be incorporated into the SDMP.

### Task 3 Deliverables

- » Woodard & Curran will prepare a Draft submittal for the following deliverables:
  - four draft details for LID, a draft TM that includes an outline of recommended programmatic improvements to operations & maintenance, operation and maintenance checklist and offsite offset program opportunities. Meeting materials for programmatic review workshops.

## Task 4.0 – Identifying Key Future Capital Improvement Projects

Based on information gathered in prior tasks suggesting rehabilitation, replacement and compliance improvements, Woodard & Curran will identify up to four key large-scale multi-benefits projects that achieve as many of the following objectives as possible:

- » Address the need for flood reduction,
- » Increase hydraulic capacity to accommodate future development (and existing development, if needed),



- » Seek opportunities for large scale capture and treatment projects incorporating low impact design (LID) that can be used as an offset program for Capital Improvement Projects (primarily) and private development,
- » Incorporate trash capture to achieve NPDES trash capture compliance,
- » Provide groundwater recharge opportunities, and,
- » Leverage public spaces within the community that can also serve recreational and/or educational benefits.
- » Seek opportunities to “piggy back” onto other planned capital projects that may already be planned so as to add benefits that can support community enhancement and competitiveness for funding and minimize disturbance and disruption

#### **Specific work to be completed under this task includes:**

##### **Subtask 4.1: Project Criteria Development & Workshop**

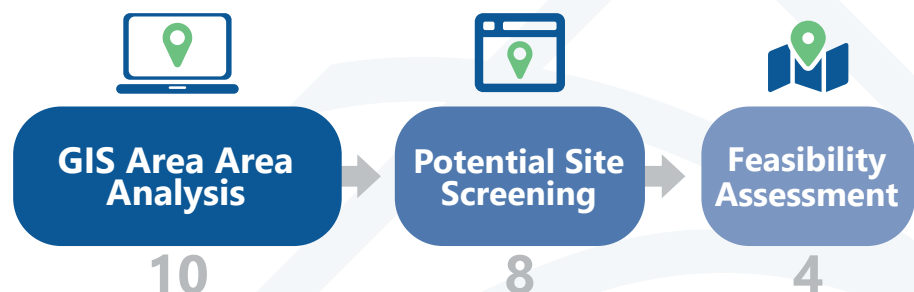
Woodard & Curran will develop a list of recommended criteria and prioritization rankings for developing and screening potential capital improvement projects. Our recommendations will be outlined in a technical memorandum, to be provided to City staff at least two weeks prior to, criteria development workshop. Woodard & Curran will coordinate, prepare for, and attend one workshop with City staff to establish a clear understanding and prioritizing of criteria to be considered. The outcome of the workshop will serve as the basis for implementation of Task 4.2.

##### **Subtask 4.2: Project Screening and Prioritization**

Information developed in previous tasks will be synthesized with additional GIS data layers to help identify specific areas where flood mitigation, compliance or infrastructure needs could be met through multiple benefit and nature-based solutions. As a result, some of the prioritized traditional capital improvement rehabilitation and replacement projects may be enhanced into more holistic stormwater capture, treatment, or recharge projects at City parks, creating green streets or other innovative stormwater quality enhancement BMPs. Utilizing the criteria and prioritization developed, Woodard & Curran will implement the following screening process.

The GIS database will be utilized as a tool to identify potential projects based upon criteria developed. We are assuming that this initial analysis could result in many more potential locations than could be feasibly explored within this project. Using GIS tools, these sites can be screened relative to their potential for nature-based and multi-benefit criteria like recharge potential, previous site analysis, parcel availability, green-space enhancement potential in addition to alignment with other planned projects, City policies and community values.

We are assuming up to 8 potential large-scale regional project concepts would initially be identified through the Location Screening Analysis. For each site, our team will recommend a basic project concept (i.e., conveyance improvements, green street cluster, above



or below ground stormwater capture, treatment, and recharge facility, etc.) at that location. These basic concepts and sizing would be correlated to planning level cost assumptions to generate potential flood mitigation, water quality, supply, and other benefits along with costs. A “Potential Stormwater Project Spreadsheet” will be created to house key project metrics, benefits, costs, and potential stakeholder information. The spreadsheet can also be linked to house a list of capital improvement and maintenance projects previously identified that would still be needed. Utilizing the planning level costs and benefits developed, our team will work with City staff to develop key criteria to identify which projects will likely be most impactful and effective, as well as competitive in positioning for future funding.

### Subtask 4.3: Project Development & Presentation

Woodard & Curran will coordinate, prepare for, and attend one virtual meeting with City staff to review the projects developed and their ranking/prioritization scoring and develop consensus on which projects will be further developed for inclusion in the SDMP. Once consensus is reached on the criteria for decision-making, four projects, including one flood mitigation project on Colgan Creek will be selected for further development. For each of the four projects, a project presentation board (poster) will be prepared providing, a brief project narrative, summary of project benefits, schematic layout, artistic renderings, maintenance strategies, and the projected total cost of each project identified. The poster will serve as a tool to support future public-outreach activities and build stakeholder “buy-in” for the Projects.

#### Task 4 Deliverables

1. Screening Criteria and Prioritization Technical Memorandum.
2. Technical Memorandum summarizing the methods and results of the Project Development and Prioritization conducted in Subtask 4.2.
3. Capital Project Boards (4 Projects)
4. Meeting agendas, materials, and notes

### Task 5.0 – Financial Analysis and Plan

Based upon the detailed scope of services outlined in the RFP, the following are a series of components to that will contribute to successful completion of this task. Based on input from the City and Woodard & Curran and the existing and future funding needs assessment of Task 1.1, BWA will compile estimations of annual revenue requirements, identifying financial needs of the program for the forecast term. BWA and Woodard & Curran will identify and summarize storm drain capital improvement funding priorities, such as via a list of projects with priority rankings. BWA will then evaluate potential revenue sources for storm drain improvements and identify pros and cons of different approaches. Revenue and funding sources may include, but are not limited to: grants, storm water assessments and property-related charges, cost-sharing opportunities and cost recovery from other City utilities, opportunities for increasing General Fund revenue recovery from other City utilities, funding from new development, and General Fund payments or contributions. BWA will then evaluate the potential for using debt financing to address a limited subset of capital improvements.

Once these funding sources have been analyzed, BWA will develop long-term financial projections to identify the benefits and costs of making improvements, the future operating and capital funding needs, forecast future revenues from existing and projected revenue sources, and identify funding gaps under different scenarios. After developing base-case cash flow projections, BWA will evaluate alternative scenarios such as different levels or timing of capital project funding, alternative project funding or financing approaches,

and other “what if” scenarios. BWA will review existing storm water fund reserve policies and develop storm water fund reserve recommendations as needed. If warranted, BWA will also develop a phased implementation plan for achieving the recommended reserve fund levels and conduct a survey of regional storm water rates and present information in tables and graphs to compare the City’s existing storm water charges to those of other agencies for typical single family parcels and other property types. The financial projections will be used to evaluate potential near-term and longer-term storm water budget impacts under different project and/or financing scenarios and data needed to support future funding efforts (such as APN number, location, type of zoning, building square footage, and impervious area (if available)). All of this will provide the City with a long-term financial plan to serve as a flexible financial roadmap for funding storm drain master plan projects and other City storm water funding needs.

### **Task 5 Deliverables**

- Draft Financial analysis and planning report.
- Final financial analysis and report

## **Task 6.0 – Storm Drain Master Plan**

Based on the findings from previously completed tasks, Woodard & Curran will develop a SDMP Report including recommendations for prioritized operations and maintenance, compliance, and a Capital Improvement Plan (CIP) for the stormwater drainage system reflecting the City’s desired budgets and priorities. The CIP will include cost estimates and an implementation schedule for the next 20 years.

### **Recommendations will reflect the following objectives:**

- » Compliance with MS4 stormwater program regulations
- » Minimizing lifecycle costs of assets, including maintenance
- » Minimizing potential for flooding failures
- » Providing a basis for future maintenance and organizational practices
- » Policy recommendations

### **The SDMP report will include the following:**

- » General information regarding the stormwater drainage system, responsible staff, and the administration of the system.
- » Existing O&M and compliance programs and procedures. Recommendation for improved maintenance and programmatic practices which may include greater use of preventative and predictive maintenance.
- » System condition referencing aggregate asset condition assessments of individual assets, recent studies and recommendations, and areas within the system with known drainage and flooding problems.
- » Information regarding goals and management of the system. This includes performance goals and level of service standards.
- » Protocols for ongoing condition assessment of stormwater drainage system assets to be conducted by City staff and/or outside contractors. This includes recommendations for data gathering and management.
- » Recommendations for prioritizing asset renewal, inspections, and maintenance, including a structured process leveraging asset management practices to optimally manage stormwater drainage system assets.

- » Recommendations for policy and ordinance updates.
- » Sources of funding to implement the Plan.

This SDMP will be largely based on the documents developed in other tasks and deliverables in previous phases of work. In this manner, the conclusions and recommendations included in the Report will be known to City staff and vetted prior to the completion of the Master Plan. Additionally, our team will develop a PowerBI living “dashboard” with SDMP findings for use by staff in tracking programs and recommendations and to use as a visual for City staff and Board of Public Utilities/City Council.

### **Task 6 Deliverables**

- » Draft SDMP – Our team will present the Draft SDMP findings to City staff and address five rounds of consolidated set of comments, edits, and questions. Reviews are anticipated to include:
  - two review rounds with the immediate Project Management Team,
  - one review by additional City staff,
  - a Draft Final Submittal and presentation to Board of Public Utilities/City Council with the Project Management Team, and
  - a Final Submittal and presentation to Board of Public Utilities/City Council with the Project Management Team.
- » Final SDMP
- » Updated system map figures (ArcGIS (.mxd) and PDF files displaying asset condition, CoF, LoF, and Risk scores, and spreadsheet-type report).
- » Draft set of recommended priorities and costs in table format.
- » PowerBI Dashboard, most useful elements to be determined in collaboration with City staff.

## **Task 7.0 – PROJECT MANAGEMENT**

Woodard & Curran will conduct the project management activities required to manage technical, financial, and schedule aspects of the Project necessary to complete the work on time, within budget and of suitable quality. Activities include coordinating and facilitating team and client meetings, coordinating quality assurance, coordinating subcontractors and monitoring the progress of the work. Work under this task will include the following tasks.

### **Subtask 7.1: Project Kick-off Meeting**

To ensure that our project team and work product is aligned with the City's needs, we will begin the project with a virtual kick-off meeting between our team and key representatives from the City. In this meeting, we will review the scope of work and establish baseline information for technical and administrative project elements.

#### **The technical project elements discussion will include:**

- » Review of existing City GIS and asset management data collection efforts and activities;
- » Condition assessment methodology;
- » Existing asset inventory information, including operation and maintenance manuals, invoices, and maintenance records;
- » Hydrologic/hydraulic modeling methods, including desired level of service for the storm drain infrastructure;

- » Software requirements and
- » City NPDES Discharges requirements.

**The administrative project element discussion will include:**

- » Communications procedures and contact information;
- » Project schedule;
- » Meeting schedule;
- » Pipeline condition assessment coordination;
- » Deliverables format and review procedures; and
- » Invoicing procedures.

### Subtask 7.2: Progress Meetings

Woodard & Curran will coordinate, prepare for, and attend up to three virtual progress meetings with the City to discuss project status, preliminary study results, and other project milestones. Woodard & Curran will prepare meeting agendas, document meeting notes, and prepare and distribute meeting minutes following these workshops. Additionally, Woodard & Curran will conduct an internal Senior Technical and Approach Review (STAR) Workshop at the beginning of the project as part of our quality control program.

### Subtask 7.3: Project Communications

Woodard & Curran will provide overall coordination and communication with the City staff. Bi-weekly conference calls and/or email communications with City staff and the consultant team will be held throughout the develop SDMP (24 months) to communicate project progress, discuss upcoming work activities, identify, and resolve project issues, make study decisions, and/or discuss deliverables. The exact frequency of these calls shall be determined based on project and/or City needs. No agendas or meeting minutes will be prepared for the bi-weekly conference calls, but decisions made, or resolutions agreed to shall be provided in a short email as necessary for each call.

### Subtask 7.4: Board of Public Utilities/City Council Meetings

Woodard & Curran will coordinate, prepare for, and attend two Board of Public Utilities/City Council meetings with City staff to present the presentation of the Draft Final and Final of the SDMP. Woodard & Curran will prepare a draft PowerPoint presentation, review this presentation with City staff in a virtual meeting, and incorporate a single set of revisions into a final electronic submittal, to summarize the findings and recommendation in the SDMP. This subtask includes two staff attending Board of Public Utilities/City Council meetings in person to answer questions/address feedback.

### Subtask 7.5: Project Progress, Budget, and Schedule Tracking

Woodard & Curran will provide progress, budget, and schedule tracking for this project. Invoices and monthly progress reports will be prepared that provides a summary of the project status, including work accomplished, an earned value report, and updated budget and schedule. These progress reports will be formatted to be consistent with City requirements. A brief narrative will be prepared in support of the City's quarterly progress reporting required as part the HUD Grant.

### Task 7 Deliverables

1. Monthly progress reports and invoices
2. Baseline project schedule and monthly updates
3. Meeting agendas, materials, and notes
4. Summary notes and action items following each bi-weekly check-in call
5. PowerPoint presentations for Board of Public Utilities/City Council meetings

This attachment includes our Woodard & Curran fee estimate. We have projected hours based on the City’s defined scope of work and will work with the City to confirm level of effort in each task. We have not included a separate line item for a contingency fee as we have a high degree of confidence in our budgeting based on our recent work on master planning with the City for the Sewer Master Plan. We have included a few optional tasks that can we discuss with the City for potential inclusion in the overall project. We are happy to answer any questions about our fee estimate and consider any areas to refine further with the City by working through assumptions collaboratively.



Exhibit B

Fee Estimate

City of Santa Rosa  
Storm Drain Master Plan (SDMP)

Tasks	Labor																		Outside Services						ODCs		Total																
	Kathleen Higgins	Millie Cowley-Crawford	Jason Roberts	Dave White	Katie Hogan	Katie Howes	Kevin Kopp	Eric Ziegler	Katie Evans	Joseph Kirby	Jennifer Glynn	Richard Harmon	Ethan Wilson	Project Team Support					Total Hours	Total Labor Costs (1)	Summit Pipeline	ESA	Bartle Wells Associates	Subtotal	Sub Consultant Total Cost (2)	ODCs		Total ODCs (3)	Total Fee														
	PIC	PM	Technical/Stratgic Advisors		Technical Manager	Project Engineer 1	Project Engineer 2	NPDES	Community Outreach	Modeling QA/QC	Condition Assessment	Funding		Engineer	Designer	GIS Analyst	Graphics	Admin.																									
	\$330	\$315	\$280	\$330	\$280	\$245	\$260	\$295	\$315	\$315	\$330	\$330	\$180	\$235	\$170	\$205	\$140	\$120																									
Task 1: Storm Drain Rating, Inspection and Condition Assessment																																											
1.1: Data Collection and Review		2			4	16								8		40			70	\$15,750			\$4,000						\$15,750														
1.2: Risk Rating System Development	2	4	8	2	4	12					8			16		20			76	\$19,380								\$19,380															
1.3: Develop and Implement a Pipeline Condition Assessment Program																																											
1.3.1: CCTV Kickoff Meeting		4				4					8								16	\$4,880	\$2,000			\$2,000	\$2,200	\$500	\$550	\$7,630															
1.3.2: Pipeline Condition Assessment Workplan		4	8		8	12					4			24		20		4	84	\$20,220	\$6,622			\$6,622	\$7,284			\$27,504															
1.3.3: CCTV Sample Video		2									4								6	\$1,950	\$2,000			\$2,000	\$2,200			\$4,150															
1.3.4: 10 Miles or 30 days of Pipeline Inspection and Cleaning		8	2								24								34	\$11,000	\$247,950			\$247,950	\$272,745	\$500	\$550	\$284,295															
1.4: Condition Assessment	2	8	8	8	12	20								40		40			138	\$33,920								\$33,920															
Subtotal Task 1:	4	32	26	10	28	64	0	0	0	0	48	0	0	88	0	120	0	4	424	\$107,100	\$258,572	\$0	\$4,000	\$258,572	\$284,429	\$1,000	\$1,100	\$392,629															
Task 2: Hydrologic and Hydraulic Analysis																																											
2.1 Develop 2D Model Components	2	8		4	48	240				8						100			410	\$99,760		\$8,000		\$8,000	\$8,800	\$500	\$550	\$109,110															
2.2 Develop 1D Network Storm Drain Components	2	16		8	80	400				8						250			764	\$182,510		\$10,000		\$12,000	\$13,200			\$195,710															
2.3 Model Scenarios and Perform Model Runs		16		12	80	360				12						80			560	\$139,780		\$12,000		\$12,000	\$13,200			\$152,980															
2.4 Technical Memorandum	2	8		8	24	40				8						48		20	158	\$37,100		\$2,000		\$2,000	\$2,200			\$39,300															
Subtotal Task 2:	6	48	0	32	232	1040	0	0	0	36	0	0	0	0	0	478	0	20	1892	\$459,150	\$0	\$32,000	\$0	\$34,000	\$37,400	\$500	\$550	\$497,100															
Task 3: NPDES MS4, Water Quality, and Low Impact Development																																											
3.1: Evaluate Existing Permit Status and Efforts	2	12	16					30						40		24		16	140	\$34,010						\$300	\$330	\$34,340															
3.2 Programmatic Compliance Recommendations		12	24	8	8	30		20				8	24		32		16	16	198	\$45,190								\$45,190															
Subtotal Task 3:	2	24	40	8	8	30	0	50	0	0	0	8	24	40	32	24	16	32	338	\$79,200	\$0	\$0	\$0	\$0	\$0	\$300	\$330	\$79,530															
Task 4: Identifying Key Future Capital Improvement Projects																																											
4.1: Project Criteria Development & Workshop	2	8	4	4	16				16										50	\$15,140		\$2,000		\$2,000	\$2,200	\$400	\$440	\$17,780															
4.2: Project Screening and Prioritization	1	8	16		24		16							16		60			141	\$34,270								\$34,270															
4.3: Project Development & Presentation	2	8			16	40	40								40		30	24	200	\$41,740						\$500	\$550	\$42,290															
Subtotal Task 4:	5	24	20	4	56	40	56	0	16	0	0	0	0	16	40	60	30	24	391	\$91,150	\$0	\$2,000	\$0	\$2,000	\$2,200	\$900	\$990	\$94,340															
Task 5: Financial Analysis and Plan																																											
Financial Analysis and Plan	1	24	8									16	4				20	16	89	\$20,850			\$33,600	\$33,600	\$36,960			\$57,810															
Subtotal Task 5:	1	24	8	0	0	0	0		0	0	0	16	4	0	0	0	20	16	89	\$20,850	\$0	\$0	\$33,600	\$33,600	\$36,960	\$0	\$0	\$57,810															
Task 6: Storm Drain Master Plan																																											
6.1 Draft SDMP & Power BI Dashboard	4	12	8	6	8	40	12	4	8		4	2	8	12		8	40	8	184	\$42,620		\$8,000		\$8,000	\$8,800	\$500	\$550	\$51,970															
6.2 Update of SDMP (4 rounds of comments)	2	8	4	2	6	16	4	2				2	4	12			8	16	86	\$19,430		\$1,500		\$1,500	\$1,650	\$2,000	\$2,200	\$23,280															
6.3 Final SDMP		4	2		2	8	1											8	25	\$5,560		\$500		\$500	\$550	\$500	\$550	\$6,660															
Subtotal Task 6:	6	24	14	8	16	64	17	6	8	0	4	4	12	24	0	8	48	32	295	\$67,610	\$0	\$10,000	\$0	\$10,000	\$11,000	\$3,000	\$3,300	\$81,910															
Task 7: Project Management																																											
7.1 Project Kick-off Meeting	2	8			4	4		2	1		2	2							25	\$7,505		\$1,500	\$1,200	\$2,700	\$2,970	\$400	\$440	\$10,915															
7.2 Progress Meetings	3	9	6		6	24		6	16		6	6							82	\$23,835		\$2,000		\$2,000	\$2,200	\$1,000	\$1,100	\$27,135															
7.3 Project Communications		72				72													144	\$40,320								\$40,320															
7.4 BPU/City Council Meetings	8	16		1	8	32		8	8			1	8				24	16	130	\$30,020		\$5,500	\$1,200	\$6,700	\$7,370	\$1,000	\$1,100	\$38,490															
7.5 Project Progress, Budget, and Schedule Tracking		21				84							8					84	189	\$37,275		\$1,600						\$37,275															
Subtotal Task 7:	13	126	6	1	18	216	8	16	25	0	8	9	8	0	0	0	24	100	578	\$138,955	\$0	\$10,600	\$2,400	\$11,400	\$12,540	\$2,400	\$2,640	\$154,135															
TOTAL	37	302	114	63	358	1454	81	72	49	36	60	37	48	168	72	690	138	228	4007	\$964,015	\$258,572	\$54,600	\$40,000	\$361,572	\$384,529	\$8,100	\$8,910	\$1,357,454															
1.3.5: OPTIONAL Additional 6 Miles or 19 Days of Inspection & Cleaning		8	2								24								34	\$11,000	\$133,000			\$133,000	\$146,300	\$500	\$550	\$157,850															
1.3.6: OPTIONAL Heavy Cleaning As-Needed		4									8								12	\$3,900	\$50,000			\$50,000	\$55,000			\$58,900															
TOTAL with Optional Tasks	37	314	116	63	358	1454	81	72	49	36	92	37	48	168	72	690	138	228	\$4,053	\$978,915	\$441,572	\$54,600	\$40,000	\$544,572	\$585,829	\$8,600	\$9,460	\$1,574,204															

1. The individual hourly rates include salary, overhead and profit.  
2. Subconsultants will be billed at actual cost plus 10%.  
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.  
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.  
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.  
6. Please see attached page for additional clarification and assumptions pertaining to scope of work and fee estimate.



# Clarifications and Assumptions

Woodard and Curran's The proposed scope of work and fee estimate is based on the following understanding and clarifications:

- The following pertain to storm drain cleaning and CCTV inspections outlined in Task 1.
  - » Pre-cleaning of storm drains will be completed prior to CCTV inspections. Pre-cleaning shall consist of two passes with the jet head. Pipes requiring heavy cleaning will be "flagged" as requiring future heavy cleaning. Heavy cleaning will be identified as a maintenance activity in the Capital Plan. Alternatively, Heavy Cleaning can be conducted as part of the scope of services as mutually agreed upon contract amendment.
  - » Inspections will be conducted by a 1-3-person field crew with traffic cones for maintenance and protection of traffic (MPT). If a police detail or other MPT measures are required, we will discuss the needs with the City. Fee does not include police details or other MPT measures.
  - » All work will be performed within City rights-of-way and/or easements. No work will be performed on private properties.
  - » City will provide access for all inlets and manhole locations.
  - » No Stormwater Pollution Prevention Plan (SWPPP) will be required for the pipeline cleaning and inspections.
  - » Permits, fees and bonds will not be required for the pipeline cleaning and inspections.
  - » Work will be performed during regular work hours (M-F, 8 hrs/day maximum).
  - » Access to on-site water will be provided by the City.
  - » No field surveys will be conducted as part of the work.
  - » Notification to residences and businesses will be provided by the City.
- City's GIS database contains all required attributes necessary for development of the storm drain model. Missing or erroneous data will be identified to the City for resolution by the City. No GIS data compilation and storm drain research will be performed by Woodard and Curran for the purpose of compiling missing or correcting erroneous/ conflicting data. No field survey will be conducted by Woodard and Curran.
- Hydrologic and hydraulic modeling of Santa Rosa Creek for this project using the HEC-HMS and HEC-RAS 1D/2D models developed by ESA for the Santa Rosa Creek Flood Study Project (Flood Study).
- No significant changes will be required to adapt the ESA HEC-HMS and HEC-RAS 2D models for use on this project.
- The following pertain to storm drain cleaning and CCTV inspections outlined in Task 1.
  - » One set of consolidated comments will be provided on each of the Draft Reports.
  - » Report comments will not require additional analysis.
  - » Woodard and Curran budgeted up to 40 hrs. per each draft SWMP submittal to address comments.

- » Draft SDMP submittal will include up to four (4) hard copies and one (1) electronic.
- » Final SDMP submittal will include up to four (4) hard copies and one (1) electronic copy of the which will include a compact disk containing the updated GIS layers.
- The kickoff, progress and workshop meetings will be an in-person meeting at the City of Santa Rosa lasting up to 3-hours and with additional time budgeted for meeting preparation and travel time to and from the meeting.
- Bi-weekly progress meetings will be virtual and lasting 1 hour.
- One set of consolidated comments will be provided on each of the Draft Reports.
- Report comments will not require additional analysis.
- Draft SDMP submittal will include up to four (4) hard copies and one (1) electronic copy of the summary report each of which will include a compact disk containing the updated GIS layers.
- Final SDMP to include up to four (4) hard copies and one (1) electronic copy of the summary report which will include a compact disk containing the updated GIS layers.
- Woodard & Curran will be in the field to accompany Summit's conditions assessment unit during CCTV work for approximately 1 day per week for the duration of the inspections, excluding pipe cleaning.
- If optional subtask 1.3.6 is not executed, it is assumed that pre-cleaning of storm drains will be completed prior to CCTV inspections. Pipes requiring heavy cleaning will be "flagged" as requiring future heavy cleaning. Heavy cleaning will be identified as a maintenance activity in the Capital Plan.
- Inspections will be conducted by a 1-3-person field crew with traffic cones for maintenance and protection of traffic (MPT). If a police detail or other MPT measures are required, we will discuss the needs with the City. Woodard & Curran fee does not include police details or other MPT measures.
- All work will be performed within City rights-of-way and/or easements, some of which might be in City Public Storm Drain Easements on private properties. For easements on private property, the City will notice the private property owner at least 24 hours in advance of the scheduled work. To access private properties, the consultant, or subcontractor, shall notify the City least one week in advance and include a list of the properties they need to access and the anticipated dates/times of the work. A City representative will be initially present for the start of work in Public Storm Drain Easements on private properties.
- All catch basin and manhole locations to be accessible to Woodard & Curran and Summit.
- Fee estimate assumes all storm drain pipes will be free of standing or flowing water.
- Woodard & Curran is not required to obtain any permits other than encroachment permits necessary for cleaning and inspections.
- Disposal is assumed to be at the City's wastewater treatment plant.
- Water is provided by City hydrants.
- Staging site for debris bins to be provided by the City.

**Note:** Woodard & Curran assumes the geometric data required for waterways and culverts will be provided in GIS format for modeling and no additional field survey of these features will be required.



## Exhibit C

### FEDERAL PROVISIONS

#### A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **HCD** means the California Department of Housing and Community Development.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the California Department of Housing and Community Development.

#### B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and HCD Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by HCD. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 *et seq.* of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States

(in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**D. Compliance with Davis-Bacon Act (40 U.S.C. §§ 3141-3148).**

Contractor shall at all times comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and related regulations and procedures as set forth in Title 29 of the Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5, which require that workers receive no less than the prevailing wages being paid for similar work in their locality.

**E. Compliance with Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 81).**

Contractor shall at all times comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 81) and any applicable implementing regulations and procedures.

**F. Clean Air Act and Federal Water Pollution Control Act**

This Section F shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that

City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HCD.

#### Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HCD.

#### **G. Suspension and Debarment**

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited

to suspension and/or debarment.

**H. Procurement of Recovered Materials**

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - (b) Meeting Agreement performance requirements; or
  - (c) At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**I. "Anti-Kickback Act of 1986", 41 U.S.C. §§ 51-58.**

Contractor agrees to comply with the "Anti-Kickback Act of 1986" (41 U.S.C. 51-58), as may be amended, which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself.

**J. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**K. MBE/WBE REQUIREMENTS**

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and

- minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

#### **L. MISCELLANEOUS PROVISIONS**

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

#### **M. Equal Employment Opportunity**

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a

notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**N. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - (a) Section 889(b) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - (I) Are not used as a substantial or essential component of any system; and
    - (II) Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- 5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

**O. Domestic Preference for Procurements**

- 1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- 2. For purposes of this clause:
  - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.













# City of Santa Rosa Storm Drain Master Plan Professional Services Agreement

Final Audit Report

2023-01-20

Created:	2023-01-19
By:	Katie Robinson (krobinson@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9cE68m9nvtDvuapNPycwRBPUnPJH_YKQ

## "City of Santa Rosa Storm Drain Master Plan Professional Services Agreement" History

-  Document created by Katie Robinson (krobinson@srcity.org)  
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-  Document emailed to drichardson@woodardcurran.com for signature  
2023-01-19 - 10:29:03 PM GMT
-  Email viewed by drichardson@woodardcurran.com  
2023-01-19 - 11:32:19 PM GMT
-  Signer drichardson@woodardcurran.com entered name at signing as David L. Richardson  
2023-01-19 - 11:32:54 PM GMT
-  Document e-signed by David L. Richardson (drichardson@woodardcurran.com)  
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-  Signer rtalbert@woodardcurran.com entered name at signing as Rebecca Talbert  
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-  Document e-signed by Rebecca Talbert (rtalbert@woodardcurran.com)  
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# Woodard & Curran Professional Services Agreement

Final Audit Report

2023-01-27

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-  Signer mbiggerstaff@srcity.org entered name at signing as Morgan Biggerstaff  
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# Woodard & Curran PSA for Storm Drain Master Plan - approved at BPU on 02/02/23

Final Audit Report

2023-02-06

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-  Email viewed by Dina Manis (dmanis@srcity.org)  
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Signature Date: 2023-02-06 - 6:27:40 PM GMT - Time Source: server
-  Document emailed to dan@shapirogalvinlaw.com for signature  
2023-02-06 - 6:27:41 PM GMT
-  Email viewed by dan@shapirogalvinlaw.com  
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-  Signer dan@shapirogalvinlaw.com entered name at signing as Daniel J Galvin III  
2023-02-06 - 6:53:46 PM GMT
-  Document e-signed by Daniel J Galvin III (dan@shapirogalvinlaw.com)  
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-  Agreement completed.  
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