

RESOLUTION NO. 2017-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH SONOMA COUNTY WATER AGENCY TO FUND THE DESIGN OF THE COPELAND CREEK REGIONAL DETENTION BASIN AND GHD TASK ORDER 2017-08 FOR DESIGN SERVICES AND RELATED ACTIONS

WHEREAS, the Copeland Creek Regional Detention Basin is necessary to provide flood protection benefits for the City, including the University District Specific Plan; and

WHEREAS, the Copeland Creek Regional Detention Basin has been included in the City's long-term capital improvement program and Public Facilities Plan since 2006; and

WHEREAS, the City partnered with the Sonoma County Water Agency (Water Agency) to secure a grant to fund predesign, design and environmental review activities under the a Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources (the Grant); and

WHEREAS, the Water Agency, through a qualifications-based selection process, retained GHD Inc. to perform predesign and design services from the grant-funded work; and

WHEREAS, GHD Inc. has also presented statements of qualifications to the City and holds a Master Services Agreement with the City; and

WHEREAS, the Water Agency and GHD Inc., have completed the Basis of Design Report for the grant-funded work; and

WHEREAS, the Water Agency has requested that the City enter into a Funding Agreement to develop the ninety-percent design and initial environmental review work included in the grant contract; and

WHEREAS, the City is the owner of the site on which the Copeland Creek Regional Detention Basin will be located and the lead agency under the California Environmental Quality Act for all analysis related to the University District Specific Plan and is best positioned to complete the remaining work included in the grant contract; and

WHEREAS, the Funding Agreement will provide \$250,000 toward the work through the grant contract and the University District developer has agreed, in accordance with the terms of its Development Agreement, to provide an additional \$150,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve a Funding Agreement for the Design of the Copeland Creek Detention Basin by and between the Sonoma County Water Agency, a body corporate and politic of the State of California and the City of Rohnert Park.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this Funding Agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute GHD Task Order 2017-08 to accomplish the ninety percent design work contemplated by the Funding Agreement, in substantially similar form to the Task Order attached hereto as Exhibit "B," subject to minor modifications by the City Manager or City Attorney.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized and directed amend the Fiscal Year 2017-18 Capital Improvement Plan to include Project 2006-04 the Copeland Creek Detention Basin and Refugia with a budget of \$400,000 and to make appropriations a necessary to accept funding from the Water Agency under the Funding Agreement and from the University District developer under the Development Agreement.


DULY AND REGULARLY ADOPTED this 26th day of September, 2017.

CITY OF ROHNERT PARK



Jake Mackenzie, Mayor

ATTEST:



Caitlin Saldanha, Deputy City Clerk

Attachments: Exhibit A and B

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Absent MACKENZIE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

Funding Agreement for Design of Copeland Creek Detention Basin Project

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency"), and **City of Rohnert Park** ("City"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. The Water Agency, in cooperation with the City, has completed a preliminary design for a stormwater detention basin within the Copeland Creek watershed, east of Petaluma Hill Road, with funding from a Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources (the "Grant"). The preliminary design is described in a Basis of Design Report, dated April, 2017
- B. Under this Agreement, City will receive partial funding for the Copeland Creek Detention Basin Project ("Project") in an amount not to exceed \$250,000. City will prepare the detailed Project design to a 90% stage and prepare appropriate environmental documentation required for the Project under the California Environmental Quality Act ("CEQA").
- C. A certified CEQA EIR exists for the proposed project site location, however additional documentation and environmental regulatory compliance will be required to address the proposed detention basin design. The EIR was certified by the City of Rohnert Park on May 23, 2006 with addenda approved on April 8, 2014 and November 8, 2016.
- D. The Project is proposed to be located on a portion of a 128 acre site which was transferred from University District LLC to the City of Rohnert Park in late 2016, illustrated in Exhibit A, for the purpose of constructing a stormwater detention basin and other public benefit facilities.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Project Site
 - b. Exhibit B: Scope of Work
 - c. Exhibit C: Submittals/Schedule

EXHIBIT A TO RESOLUTION

- d. Exhibit D: Standard Conditions from Grant Agreement No. 4600009714
- e. Exhibit E: Insurance Requirements

3. WATER AGENCY'S RESPONSIBILITIES

- 3.1. Water Agency will perform or cause to be performed all project work as described in the Work Plan of DWR Grant Agreement No. 4600009714, and comply with the Standard Terms included in Exhibit D of this Agreement.

4. CITY'S RESPONSIBILITIES

- 4.1. *Scope of Work:* City shall contract with qualified consultants to perform the services, and shall manage the performance of these consultants. City shall submit the documents outlined in Exhibit B (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals). In the event of a conflict between the body of this Agreement and Exhibit B, the provisions in the body of this Agreement shall control.
- 4.2. *State or Grant Funding:* City is informed and aware that this Agreement is funded by a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources (award number 4600009714), which grant is conditioned upon various terms that apply to City. City has reviewed the grant award documents attached hereto as Exhibit D and hereby agrees to comply with them to the extent they apply to a subrecipient.
- 4.3. *Refunds:* If Water Agency is required to refund to DWR any funds paid to City due to non-compliance with terms of this agreement by City, City shall refund to Water Agency such amount required to be paid by Water Agency in connection with such refund.
- 4.4. *Cooperation with Water Agency:* City shall cooperate with Water Agency in the performance of all work hereunder. City shall coordinate the work with Water Agency's Project Manager. Contact information and mailing addresses:

Water Agency	City
Project Manager: Kent Gylfe 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: Joan.Hultberg@scwa.ca.gov	Contact: Mary Grace Pawson Development Services Manager 130 Avram Avenue Rohnert Park, CA 94928 Phone: (707) 588-2234 Email: mpawson@rpcity.org Contact: Mary Grace Pawson

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Water Agency	City
404 Aviation Boulevard Santa Rosa, CA 95403-9019	
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Same address as above

5. PAYMENT

- 5.1. *Total Amount to be Funded:* Total amount payable by Water Agency under this Agreement shall not exceed \$250,000.
 - a. Project design and survey tasks shall not exceed \$150,000.
 - b. CEQA documentation tasks shall not exceed \$100,000.
- 5.2. *Method of Payment:* City shall be paid in accordance with the following terms:
 - a. City shall be paid in accordance with Exhibit F (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit F. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 5.3. *Invoices:* City shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:
 - a. City name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Code: F0143C001
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 5.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 2.3 of Exhibit B. Reporting for each month shall be provided to Water Agency on or before the 5th day of the following month.
- 5.5. *Excess Costs:* If the Project costs exceed the total amount authorized under this Agreement, City shall fund Project costs in excess of the authorized amounts without additional contribution from Water Agency.

6. TERM OF AGREEMENT

- 6.1. The term of this Agreement shall be from April 1, 2017 ("Effective Date") to April 1, 2018 unless terminated earlier in accordance with the provisions of Article 6 (Termination).

7. TERMINATION

- 7.1. *Authority to Terminate:* Should City fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving City written notice of such termination, stating the reason for termination. In the event of such termination, Water Agency will pay City for services satisfactorily rendered to the date of termination. However, Water Agency will deduct from such amount the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by City. Water Agency's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 7.2. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, City, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by City or City's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.3. *Change in Funding:* City understands and agrees that Water Agency shall have the right to terminate this Agreement immediately upon written notice to City in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the Water Agency anticipated using to pay City for services provided under this Agreement or (2) Water Agency has exhausted all funds legally available for payments due under this Agreement.

8. MUTUAL INDEMNIFICATION

- 8.1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors,

EXHIBIT A TO RESOLUTION

subcontractors, or invitees under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.2. Indemnification Obligation of City's Consultants and Contractors:

- a. City shall include the following language in its Consultant and Contractor agreements:

Consultant/Contractor agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and the State of California, and to indemnify, hold harmless, and release Sonoma County Water Agency and the State of California, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant/ Contractor, that arise out of, pertain to, or relate to Consultant's/ Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant/Contractor agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency and the State of California based upon a claim relating to Consultant's/Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's/Contractor's obligations under this Paragraph apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or the State of California, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or the State of California. Sonoma County Water Agency or the State of California shall have the right to select its legal counsel at Consultant's/Contractor's expense, subject to Consultant's/Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant/Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense indemnify, protect, defend, and hold harmless Sonoma County Water Agency and the State of California from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code Section 2782.8, as may be amended from time to time.

9. INSURANCE

- 9.1. With respect to performance of work under this Agreement, City shall maintain and shall require all of its subcontractors, consultants, and other

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agents to maintain, insurance as described in Exhibit E (Insurance Requirements). City shall name the Sonoma County Water Agency and the State of California, their officers, agents, and employees, as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

10. AUTHORITY TO AMEND AGREEMENT

- 10.1. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.

11. RECORDS

Records Maintenance: City shall keep and maintain full and complete documentation and accounting records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board and shall make such documents and records available to Water Agency and State of California for inspection at any reasonable time. City and its contractor or subcontractor shall maintain such records for a period of four (4) years following completion of work hereunder, or final billing, whichever comes later.

12. INSPECTION

- 12.1. *Inspection:* Water Agency and State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of 24-hour notice, during the term of this agreement. City acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 et. seq.). Water Agency and State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Agreement. During regular office hours, Water Agency and State shall have the right to inspect and to make copies of any books, records, or reports of the City relating to the Grant Agreement. City shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by City to comply with this provision shall be considered a breach of this Agreement, and Water Agency may withhold disbursements to City or take any other action it deems necessary to protect its interests.

13. REPRESENTATIONS OF CITY

- 13.1. *Statutory Compliance:* City agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 13.2. *Permits, Licenses, Approvals, And Legal Obligations:* City shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Agreement. City shall comply with the California Environmental Quality Act (PRC Section 21000 et seq.) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Agreement. Without limiting the foregoing, City shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 et seq., the City must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.
- 13.3. *Workers' Compensation:* City affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and City affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- 13.4. *Nondiscrimination:* During the performance of this Agreement, City and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. City and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from

EXHIBIT A TO RESOLUTION

such discrimination and harassment. City and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. City and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. City shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

- 13.5. *Drug-Free Workplace Certification (Certification of Compliance)*: By signing this Agreement, City, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. City's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of City's drug-free policy statement, and
 - ii. Will agree to abide by terms of City's condition of employment, contract or subcontract.
- 13.6. *Operation and Maintenance*: City shall accept ownership and shall operate and maintain Project in perpetuity.

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14. PREVAILING WAGES

- 14.1. *General:* City shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. City shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Water Agency and will be made available to any person upon request.
- 14.2. *Subcontracts:* City shall insert in every subcontract or other arrangement which City may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), City shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 14.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. City shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). City and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 14.4. *Compliance with Law:* In addition to the above, City stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

15. MISCELLANEOUS PROVISIONS

- 15.1. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 15.2. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. City and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 15.3. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.4. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.5. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 15.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement

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shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 15.8. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

Signatures on Next Page

EXHIBIT A TO RESOLUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

TW 16/17-065

Reviewed as to funds:

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Approved as to form:

By: _____
Michelle Marchetta Kenyon, City
Attorney

Insurance Documentation is on file with
Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

By: _____
Michael Thompson
Water Agency Interim General Manager
Authorized per Water Agency's Board of
Directors Action on April 25, 2017

Date: _____

City of Rohnert Park

By: _____
Jake Mackenzie, Mayor

Date: _____

Attest:

By: _____
JoAnne Buergler, City Clerk

Exhibit A

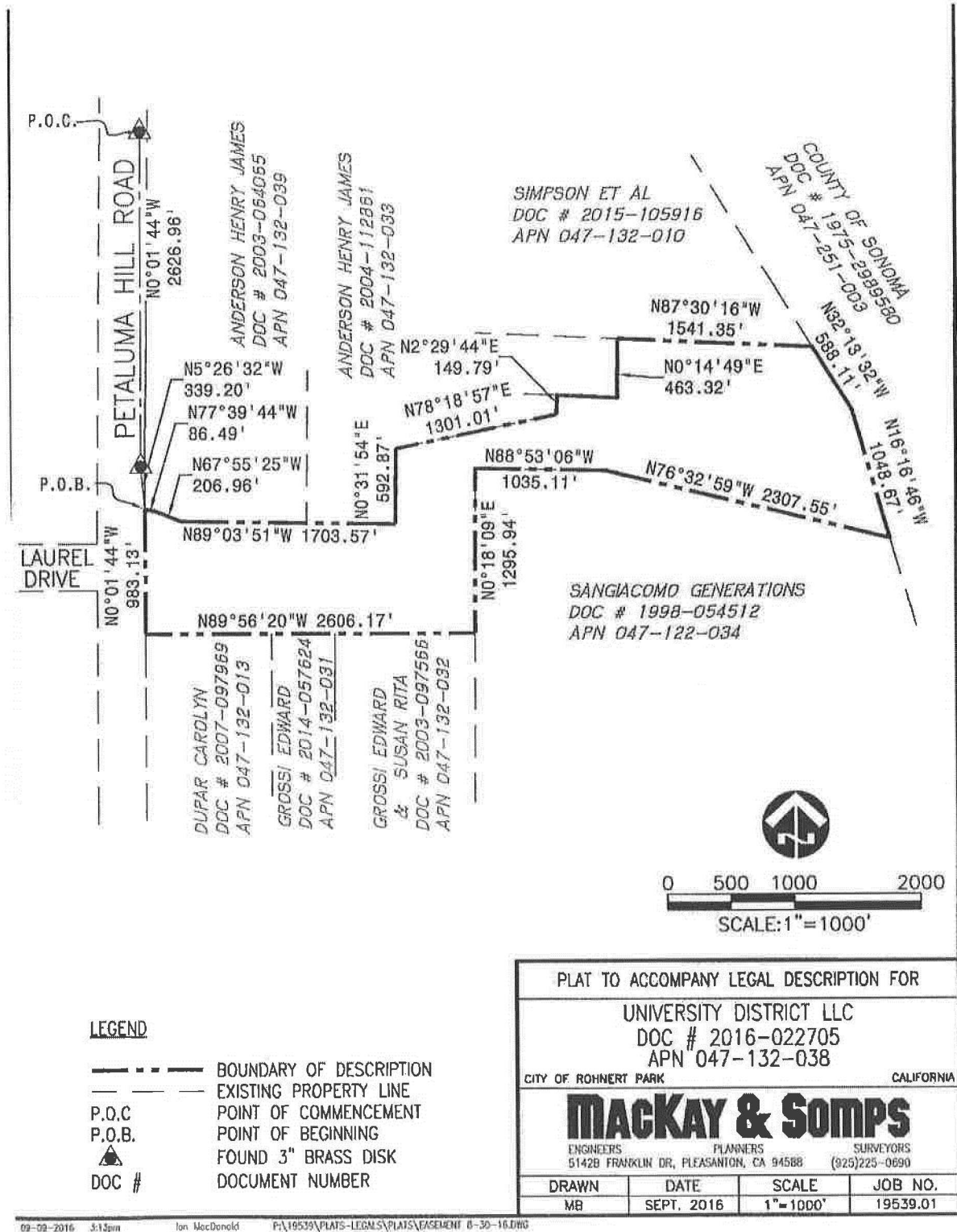


Exhibit B

Scope of Work

1. COMMENCEMENT OF WORK

- 1.1. City is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. GENERAL: DESIGN FOR STORMWATER DETENTION BASIN/GROUNDWATER RECHARGE FACILITY

- 2.1. Complete the 90% design and advance the environmental review for a stormwater detention basin to be located in the alluvial fan east of Petaluma Hill Road in accordance with Basis of Design Report for the Project.
- 2.2. Invite Water Agency engineering and environmental staff to key design review meetings at 60 and 90 percent design milestones. Provide Water Agency an electronic copy of relevant design documents and provide minutes of design review milestone meetings.
- 2.3. Submit monthly reports with each invoice according to the content and format requirements outlined in the grant conditions described in Exhibit D.

3. CEQA DEVELOPMENT – STORMWATER DETENTION/BASIN

- 3.1. Environmental Review Documentation: Act as Lead Agency for the Project under the requirements of the California Environmental Quality Act (CEQA) and prepare appropriate environmental documents.
 - a. Submit list of existing environmental documents pertinent to the site including an annotated list of current studies underway and other needed information required to comply with CEQA.
 - b. Conduct public outreach. Consult with affected property owners, stakeholders and regulatory agencies. Submit summary of consultations and outreach.

4. SURVEY:

- 4.1. Survey: Conduct a land survey of proposed site locations to collect topographic data for design of the stormwater detention basin design. Rights-of-Way: City has sole responsibility for acquiring any and all property rights as necessary for the Project.

5. **DESIGN**

5.1. Design:

- a. Prepare Project design, as recommended in the Basis of Design Report, to a ninety percent (90%) level. City and Water Agency acknowledge that 90% documents are not suitable for project construction but can support project permitting. City and Water Agency acknowledge that 90% design documents include plans, specifications and a cost estimate.
- b. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
- c. Prepare a detailed construction cost estimate for the Project broken down by bid item.

5.2. Design Stages and Meetings:

- a. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.
- b. At meetings, discuss the progress and direction of the design. Advise Water Agency in writing how Water Agency comments impact Project scheduling and cost.

Prepare meeting minutes for each meeting.

Exhibit C

Schedule and Submittals

1. GENERAL

- 1.1. Unless otherwise noted below, submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final submittal to Water Agency.

2. SCHEDULE AND SUBMITTALS

MILESTONE	DOCUMENTS TO BE SUBMITTED	DATE or CALENDAR DAYS
Kick-off Meeting Submittal	<ul style="list-style-type: none">Email invite with 1 electronic copy of Kick-off meeting agendaMeeting Minutes (within 10 days of mtg date)	September 27, 2017
60% Design Review Meeting	<ul style="list-style-type: none">Email invite with 1 electronic copy of meeting agenda and relevant materialsMeeting Minutes (within 10 days of meeting date)	November 30, 2017
90% Design Review Meeting	<ul style="list-style-type: none">- Email invite with 1 electronic copy of meeting agenda and relevant materialsMeeting Minutes (within 10 days of meeting date)	February 1, 2018
90% Design Submittal	<ul style="list-style-type: none">one electronic copy and three hard copies of drawings and specificationsone electronic copy and three hard copies of engineer's Construction Cost Estimateone electronic copy and three hard copies of any additional technical studies (such as biological resources or geotechnical studies)	February 28, 2018
(other deliverables)	Land Survey	January 31, 2018
	Summary report of Calculations, costs	February 28, 2018
	Agreements with subconsultants, if any	30 Days after Execution
	CEQA documentation	February 10, 2018
	Report with invoices	Monthly; before the 5th of each month

Exhibit D

Grant Documents

Exhibit E

Insurance Requirements

1. SECTION I – INSURANCE TO BE MAINTAINED BY CITY OF ROHNERT PARK

City of Rohnert Park shall maintain self-insurance and/or pooled coverage (Coverage”) through the California Joint Powers Risk Management Authority as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement and any extensions thereof.

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

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if City of Rohnert Park has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers’ Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance
- e. If City of Rohnert Park currently has no employees as defined by the Labor Code of the State of California, City of Rohnert Park agrees to obtain the above-specified Workers’ Compensation and Employers’ Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. General Liability Insurance on an occurrence form.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. If City of Rohnert Park maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by City of Rohnert Park.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it

must be approved in advance by Water Agency. City of Rohnert Park is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether City of Rohnert Park has a claim against the insurance or is named as a party in any action involving the Water Agency.

- d. Sonoma County Water Agency, the State of California, their officers, agents, and employees, shall be endorsed as additional covered parties for liability arising out of City of Rohnert Park's ongoing operations. (
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them for claims or losses resulting from liability of the City.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard.
- g. The policy shall cover inter-insured suits between Water Agency and City of Rohnert Park and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy endorsement of policy language indicating primary & non-contributory coverage as required by Sec. 1.2.e. above; and
 - iii. Certificate of Coverage/Self Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident.
- b. Insurance shall cover all owned, hired and non-owned vehicles.
- c. Required Evidence of Insurance: Certificate of Coverage/Self-Insurance.

1.4. Documentation

- a. City of Rohnert Park shall submit required documentation of Coverage/Self-Insurance prior to the execution of this Agreement. City of Rohnert Park agrees to maintain current Evidence of Insurance on file with Water Agency for the required period of insurance.
- b. The name and address for mailing the required documentation is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- c. Required Evidence of Coverage/Self-Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. City of Rohnert Park shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.5. Policy Obligations

- a. City of Rohnert Park's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

2. **SECTION II – INSURANCE TO BE MAINTAINED BY CITY OF ROHNERT PARK'S CONTRACTORS AND/OR CONSULTANTS**

INSURANCE REQUIREMENTS for Consultant Services Agreement

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits 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 or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. **elimination of contractual liability** or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is

canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
11. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
18. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT B TO RESOLUTION
GHD, INC. TASK ORDER NO. 2017-08

**CITY OF ROHNERT PARK
AND
GHD, INC.**

**AUTHORIZATION TO PROVIDE 90% DESIGN FOR THE COPELAND
CREEK DETENTION POND (PROJECT NO. 2006-04)**

SECTION 1 – PURPOSE

The purpose of this Task Order is to authorize and direct **GHD, INC.** to proceed with the work specified in Section 2 below in accordance with the provisions of the MASTER AGREEMENT between the City of Rohnert Park ("City") and **GHD, INC.** ("Consultant") dated July 12, 2016.

SECTION 2 – SCOPE OF WORK

The items authorized by this Task Order are presented in Exhibit "A" - Scope of Services.

SECTION 3 – COMPENSATION AND PAYMENT

Compensation shall be as provided in the MASTER AGREEMENT between the parties hereto referenced in SECTION 1 above. The total cost for services as set forth in SECTION 2 shall be actual costs (time and materials) based on Consultants' standard labor charges in accordance with the provisions of the MASTER AGREEMENT and as shown in Exhibit "B" for an amount not-to-exceed \$295,000.

SECTION 4 – TIME OF PERFORMANCE

The work described in SECTION 2 shall be completed by **April 1, 2018**, or as extended in writing by the City Manager.

SECTION 5 – ADDITIONAL INDEMNIFICATION

For the purpose of the services provided by Consultant in accordance with Section 2 of this Task Order, in addition to the Indemnity provisions set forth in Section 11 of the MASTER AGREEMENT, the following indemnification provisions shall apply:

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and the State of California, and to indemnify, hold harmless, and release Sonoma County Water Agency and the State of California, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency and the State of California based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Paragraph apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or the State of California, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or the State of California. Sonoma County Water Agency or the State of California shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the

EXHIBIT B TO RESOLUTION

Agreement.

For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense indemnify, protect, defend, and hold harmless Sonoma County Water Agency and the State of California from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code Section 2782.8, as may be amended from time to time.

SECTION 6 – ITEMS AND CONDITIONS

All items and conditions contained in the MASTER AGREEMENT for professional services between City and Consultant are incorporated by reference.

Approved this **26th** day of **September, 2017**

CITY OF ROHNERT PARK

GHD, Inc.

Darrin Jenkins (Date)
Per Resolution No. 2017-____ adopted by the
Rohnert Park City Council at its meeting
of September 26, 2017.

Theodore B. Whiton (Date)

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



September 8, 2017

Ms. Mary Grace Pawson, PE
Director of Development Services
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

RE: Proposal for 90 Percent Design of Copeland Creek Stormwater Detention Basin / Groundwater Recharge Facility

Dear Ms. Pawson,

GHD is pleased to submit our proposed scope and fee for the 90 percent design of the Copeland Creek Stormwater Detention Basin / Groundwater Recharge Facility. The City's Draft Funding Agreement with the Sonoma County Water Agency, as it relates to the Water Agency's Department of Water Resources' Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection grant, is the basis for this scope of work.

Project Understanding and Background

GHD completed a Basis of Design Report for the project in April 2017 and recommended a preferred alternative to carry forward into the CEQA and design phases of the project. The recommended alternative includes an off-channel detention basin with sediment settling and fish refugia features providing flood protection for a 10-year storm. Groundwater recharge will occur in the stream channel downstream from the site after the peak flows have receded and the detention basin empties. Attached is a plan view of the recommended project for reference (see Figure 8 from the BOD report).

The City's Draft Funding Agreement with the Water Agency describes the scope for the 90 percent design in Exhibit B as follows:

5.1 Design

- a. *Prepare project design, as recommended in the Basis of Design Report, to a ninety percent (90%) level. City and Water Agency acknowledge that 90% documents are not suitable for project construction but can support project permitting. City and Water Agency acknowledge that 90% design documents include plans, specifications and a cost estimate.*
- b. *Identify and perform sufficient site investigation(s) for purposes of developing Project design.*
- c. *Prepare a detailed construction cost estimate for the Project broken down by bid item.*

The purpose of the 90 percent design is to bring the level of design to a point where the City can engage with permitting agencies to surface and address concerns and ultimately to obtain permit approval. Key permitting agencies include CDFW and NMFS for fish passage and flow detention, and DSOD for dam safety. The 90 percent design will provide sufficient design detail to enable discussions with these agencies but will not include



all details necessary for construction. GHD expects that the permit negotiations will require changes to the 90 percent design submittal, which will be included in a subsequent phase of the project.

The City is currently constructing a new water tank and transmission main adjacent to the proposed detention basin, and will provide all background survey mapping and construction documents for the project. GHD will incorporate the information into the 90 percent design submittal. GHD has assumed that the survey control for the tank project is in good condition and accessible to complete the field survey scope described in this proposal.

Project Approach

The City intends to move the project forward in several phases that build on previous work:

- Phase 1: Complete 90 percent design per recommendations from Basis of Design Report;
- Phase 2: Engage key permitting agencies to refine the project details, and prepare a Notice of Preparation for CEQA compliance;
- Phase 3: Prepare CEQA documents;
- Phase 4: Complete the project design, obtain permits, prepare bid documents, and prepare Conditional Letter of Map Revision (CLOMR) for FEMA; and
- Phase 5: Complete construction of the project and prepare Letter of Map Revision (LOMR) for FEMA.

This scope pertains to Phase 1 only, but GHD is prepared to assist the City with Phases 2 – 5 as optional services.

Subconsultants

GHD will utilize the following subconsultants to assist with execution of the scope of services:

- Tabor Drilling (geotechnical exploration)
- GMA Hydrology (stream flow monitoring)

Scope of Work

The following tasks describe the work to be performed by GHD for the 90 percent design of the Copeland Creek Stormwater Detention Basin / Groundwater Recharge Facility.

Task 1 – Project Management

1.1 Project Management

GHD will provide project management services during the project. The following summarizes our project management activities:

- Project Work Plan. Develop a detailed Project Work Plan for the team to use as a basis for project execution. The Work Plan will include the following, and discussed with the District at the project kickoff meeting:
 - Project charter
 - Scope of work
 - Schedule



- Budget
 - Quality management
 - Communications
 - City standards and consultant standards (as applicable)
- Project Kickoff Meeting. GHD's project manager and project principal will attend a project kickoff meeting at the City to review the project Work Plan.
- Project staffing requirements. Evaluate and assign staff as needed to meet project quality and schedule requirements.
- Project progress. Evaluate and track progress on scope, schedule, and budget. Prepare monthly project activity reports to be provided with each of our monthly invoices during the project. These reports will provide the City with a brief description of the activities completed during the previous month.
- Project coordination with the City and project team. Coordination will include two design review meetings and progress conference calls as necessary to communicate key project issues as they develop during the course of the work.

Task 1 Deliverables:

- Project Work Plan
- Monthly invoices with progress reports
- Meeting agendas and minutes

Task 2 – Field Surveys and Mapping

2.1 Background Review

GHD will review available information relating to the City's property including the Title Report and survey mapping for the water tank project. GHD will use the same horizontal and vertical datum used for the water tank as the basis for the stormwater detention basin. The City will obtain and provide the Title Report to GHD to expedite the acquisition process.

2.2 Field Survey

GHD will perform a detailed field survey of that portion of the City's property sufficient for design of the detention basin including:

- benchmarks and survey control used for the water tank project
- property boundary markers, surface features
- Petaluma Hill Road along the property frontage and 100 feet northerly from the culvert
- the culvert carrying Copeland Creek under the road
- top of creek bank
- trees (greater than 6 inches BHD)



- general topography

To the extent possible, GHD will locate the alignment of the new water transmission pipe. In addition, GHD will survey up to 12 cross-sections of Copeland Creek for hydraulic modelling as described under Task 4.

2.3 Mapping

GHD will prepare a CAD file with topographical mapping of the City's property with 1-foot contours showing the creek channel defined by the top of bank and the surface features picked up during the field survey. Approximate locations of property boundaries will also be included on the map.

Task 2 Deliverables:

- Field survey notes, including topographic survey notes, will be kept on file at GHD. Topographic survey base mapping will be used for the preparation of the project deliverables and will not be provided as a separate deliverable.

Task 3 – Geotechnical Investigation

GHD will utilize the geotechnical evaluation memorandum prepared for the Basis of Design Report to the extent possible. However, for DSOD review and for complete design documents GHD will perform the following additional scope to prepare a design-level geotechnical investigation. The geotechnical investigation will be performed in the responsible charge of a licensed Geotechnical Engineer. The geotechnical scope includes:

- Subsurface exploration
 - Obtain County drilling permit
 - Mark and clear with USA
 - Drill four borings to 25 to 40 feet deep with rotary equipment. Drive samples every 5 feet. Log materials in accordance with ASTM D2488.
 - Advance one Cone Penetrometer to 100 feet at the outlet Backfill borings and CPT with grout
- Laboratory testing - Complete the following laboratory tests, as appropriate, on the soil and bedrock samples obtained during the geotechnical investigation: moisture content, unit weight, Atterberg limits, sieve analysis, consolidation, triaxial shear, direct shear, unconfined compression, R-value
- Engineering analyses will be performed to support the design-level conclusions and recommendations for the proposed project. Analyses will include, as appropriate, geologic hazards, liquefaction, evaluation of soil compressibility, slope stability for the proposed embankment, earthwork, excavatability, structure bearing and lateral resistance, pipeline design, and access road pavements.
- Preparation of a design-level geotechnical investigation report. The report will include the following:
 - Description of physical properties and characteristics of the subsurface soils, including questionable soil, expansive soil, rock, and groundwater
 - A plan showing the locations of borings and log of borings



- Discussion of general and local site geology, seismicity, ground shaking, and other geologic hazards
- Discussion of compressible or expansive soils, if encountered
- A summary of all laboratory test data
- Discussion of pertinent geotechnical factors (soil, rock, geology, and water) that could affect the design and construction of this project; and
- Conclusions and recommendations for the following:
 - Impacts of questionable soils or rock (expansive, compressible, resistant, liquefiable), if encountered, and mitigation
 - Earthwork recommendations, including site preparation, excavatability, subgrade preparation, compaction, surface drainage, and erosion potential
 - Embankment construction
 - Bedding, backfill, compaction, and moisture requirements for trench bedding and backfill;
 - Pavement alternatives for the proposed access road

Task 3 Deliverables:

- Draft and final geotechnical investigation report (electronic)

Task 4 – Hydrologic and Hydraulic Modeling

4.1 Scenario Evaluation

GHD will develop a design level hydraulic model to analyze and refine the hydraulic performance of the design components for the new detention basin. This is required to evaluate the performance of a lateral weir for the inflow/diversion to the detention basin, and to determine the appropriate outflow structure and geometry for fish passage. The hydraulic model will be developed in HEC-RAS modeling software (USACE 2017), with one-dimensional unsteady state channel model coupled with a two-dimensional detention basin model. GHD will develop three (3) hydraulic model scenarios:

1. An existing condition model based on site survey data and augmented with available LiDAR data as needed to establish the baseline condition. This model scenario will also be used for model validation analysis based on the flow monitoring data in GMA 2015 and any available data from the 2017 flow monitoring.
2. A preliminary design model to analyze design details such as basin inlets and outlets settings.
3. A refined design model to back check the hydraulic performance of the detention basin design.

The model extent will include the Copeland Creek reach from the downstream of the Petaluma Hill Road to the eastern limit of the project site. Each hydraulic model scenario will be run under three flow scenarios: fish passage design flow, 10-year design flow, and 100-year design flow. The design flow hydrograph pattern will be based on the HEC-HMS modeling output from the Basis of Design phase. Model boundary conditions including



peak flows and water surface elevations will be based on the concept design (GHD 2016). No new hydrology analysis, and Copeland Creek hydraulic modeling outside the project site will be performed in this task.

GHD will prepare a draft technical memorandum after completing the evaluations of Scenarios 1 and 2 to refine the design of the basin inlet and outlet settings. As the design of the basin progresses and is refined further, GHD will finalize the technical memorandum including the evaluation of Scenario 3.

4.2 Stream Flow Monitoring

Stream flow data will be necessary to calibrate and verify the model simulation of the detention basin and creek channel. Data collected previously for the alternative analysis captured high flow events but not the low flow conditions. In order to complete the 90 percent design for consultation with CDFW and NMFS, collection of additional streamflow data that captures both low flow and peak events is necessary for model calibration and verification. Streamflow monitoring will occur at a minimum of three locations and will be performed by GMA Hydrology.

Task 4 Deliverables:

- Draft and final hydrology and hydraulic analysis technical memorandum (electronic)

Task 5 – 90 Percent Design

Task 5 includes the preparation of plans, technical specifications, and engineer's opinion of probable construction costs for the project. This task will include two deliverables, a 60 percent design submittal and a 90 percent design submittal. GHD will make submittals to the City, and the City will coordinate with the Water Agency to schedule review meetings. The review meetings are included under Task 1.

5.1 60 Percent Design Submittal

Prepare 60 percent plans using project base map prepared under Task 2. The 60 percent design includes plans, sections and some construction details, key technical specifications, and preliminary cost estimates (by bid item). The 60 percent design will be sufficiently complete and sufficiently detailed to coordinate with DSOD and receive informal input on the design. GHD will coordinate directly with DSOD to obtain their input on the design of the detention basin under this task and incorporate their input into the 60 percent design submittal. A formal DSOD review process will not be initiated under this scope of services.

5.2 90 Percent Design Submittal

Prepare a 90 percent design that address review comments from the City and Water Agency from the 60 percent design. The 90 percent design includes plans, sections and construction details, key technical specifications, and engineer's estimate of probable construction cost (by bid item). GHD will meet with the City to review the design submittal, and GHD will address review comments in a final deliverable.

The final 90 percent design will be sufficiently complete and sufficiently detailed to coordinate with CDFW and NMFS regarding fish passage and stormwater detention. Coordination with CDFW and NMFS will not be initiated under this scope of services.



Task 5 Deliverables:

- 60 percent design plans, technical specifications, and preliminary cost estimate (electronic)
- Preliminary 90 percent design plans, technical specifications, and cost estimate (electronic)
- Final 90 percent design plans, technical specifications, and cost estimate (electronic)

Optional Services Not Included

The following optional services are not included in the scope of work:

- Hydrologic and hydraulic modelling of Copeland Creek upstream and downstream of the detention basin;
- CEQA documents and permitting;
- CLOMR / LOMR for FEMA;
- Final design and construction documents for advertising for bids; and
- Other services not otherwise described in this scope of services.

City Responsibilities

In addition to other responsibilities of the City described in this scope of services, the City shall:

- Obtain a Title Report for the City's property where the detention basin will be located;
- Provide survey mapping and construction documents for the City's water tank project;
- Provide grant funding administration;
- Coordinate with Sonoma County Water Agency; and
- Provide review comments on the project deliverables described in this scope of services.

Project Team

The following GHD personnel are assigned as project or technical leads for this project:

- Project Principal – Iver Skavdal, PE
- Project Manager – Ted Whiton, PE
- Project Engineer – Patrick Sullivan, PE
- Surveyor – Richard Maddock, PLS
- Geotechnical Engineer – Chris Trumbull, PE, GE, D.GE
- Hydrology / Hydraulics – Raymond Wong, PhD, PE

Project Schedule

Engineering services will begin with the City issuing a Notice-to-Proceed for this scope of work, which is anticipated on September 27, 2017 following the City Council's approval. According to the City's Funding Agreement with the Water Agency, the 90 percent design needs to be completed by February 28, 2018.



GHD Task Order 2017-08
Exhibit A

Engineering Fee

Compensation for services shall be on a time and materials basis not to exceed \$295,600. GHD's fee includes a \$10,000 contingency for additional services that will be used only at the City's discretion. A copy of GHD's estimated labor and fee by task and labor category is attached.

Closing

Please don't hesitate to contact me if you have any questions regarding the scope of work. You can reach me by email at Ted.Whiton@ghd.com or by phone at (707) 540-9007. Thank you for the opportunity to assist the City of Rohnert Park.

Sincerely,
GHD Inc.

Theodore B. Whiton, P.E.
Principal / Senior Civil Engineer

GHD Task Order 2017-08
Exhibit B



GHD - PROJECT FEE ESTIMATING SHEET

Project Name: Copeland Creek Stormwater Detention Basin / Groundwater Recharge Facility
Prepared by: T. Whiton
Reviewed by:
Job Number: 10047928

Client: City of Rohnert Park, CA
Date: September 8, 2017

LABOR CATEGORY > RATE >		LABOR COSTS												FEE COMPUTATION				
Task / Item	Principal \$260 /Hr	Proj Mgr \$280 /Hr	Proj Engr \$160 /Hr	Civil Engr \$120 /Hr	Geotech Engr \$205 /Hr	Staff Geotech \$130 /Hr	Sr. H&H Engr \$190 /Hr	H&H Engr \$175 /Hr	LLS \$150 /Hr	2-Person Crew \$320 /Hr	CAD / Graphics \$150 /Hr	CAD Tech \$120 /Hr	Tech Support \$115 /Hr	TOTAL HOURS	*OTHER DIRECT COSTS	SUB Stream Flow Monitoring	SUB Soil Borings	TOTAL FEE
TASK 1 Project Management																		
1.1 Project Management	4	28	4						4				4	44	\$560			\$10,620
1.2 Design Review Meetings (2)	8	12	8					8					2	36	\$560			\$8,616
SUBTOTAL TASK 1	12	40	12		0	0	0	12	0	0	0	0	6	82	\$1,000	\$0	\$0	\$17,230
TASK 2 Field Surveys and Mapping																		
2.1 Background Review			2						4				2	10	\$1,000			\$1,770
2.2 Field Survey			2	2					34	16				40	\$1,000			\$9,720
2.3 Mapping			2	2					24			16		44	\$400			\$6,760
SUBTOTAL TASK 2	0	4	4	4	0	0	0	0	52	16	0	16	2	94	\$1,900	\$0	\$0	\$18,250
TASK 3 Geotechnical Investigation																		
3.1 Exploration and Lab Testing			6		2	37							4	49	\$8,100		\$17,250	\$20,900
3.2 Engineering Analysis			12		5	33								50	\$400			\$7,635
3.3 Geotechnical Investigation Report	2	2	12		1	22				0			4	45	\$300			\$7,195
SUBTOTAL TASK 3	2	2	30	0	10	92	0	0	0	0	0	0	8	144	\$6,800	\$0	\$17,250	\$44,820
TASK 4 Hydrologic and Hydraulic Modeling																		
4.1 Concept Models	2	2	16	80			24	24			16			164	\$1,000			\$25,360
4.2 Stream Flow Monitoring			4										2	6	\$200	\$20,000		\$21,070
4.3 Evaluate Scenarios	2	2	10	40			12	40						106	\$800			\$17,520
4.4 Technical Memorandum	2	8	10	20			4	16		0			2	62	\$400			\$10,780
SUBTOTAL TASK 4	6	12	40	140	0	0	40	80	0	0	16	0	4	338	\$2,400	\$20,000	\$0	\$74,740
TASK 5 90 Percent Design																		
5.1 60 Percent Design Submittal	8	24	80	120	8						40	40	8	336	\$2,500			\$52,420
5.2 Preliminary 90 Percent Design Submittal	8	24	80	120	8						40	40	8	336	\$2,500			\$52,420
5.3 Final 90 Percent Design Submittal	4	16	40	40					0	0	20	20	8	148	\$1,000			\$23,720
SUBTOTAL TASK 5	20	64	200	280	16	16	0	0	0	0	100	100	24	820	\$6,000	\$0	\$0	\$128,560
Contingency																		
SUBTOTAL CONTINGENCY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$10,000
PROJECT TOTALS	40	122	286	420	26	108	40	92	52	16	116	116	44	1,478	\$17,700	\$20,000	\$17,250	\$295,600

*OTHER DIRECT COSTS include telephone, mileage, printing, photocopies, drilling permits, in-house geotechnical laboratory analysis and other miscellaneous direct expenses.