

# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **WOOD RODGERS, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

### WITNESSETH THAT

**WHEREAS**, the City desires to engage Contractor for On-Call Civil/Environmental Engineering Consultant Services; and

**WHEREAS**, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

**WHEREAS**, the City has determined that the Contractor is qualified by training and experience to render such services; and

**WHEREAS**, the Contractor desires to provide such services; and,

**WHEREAS**, the public interest will be served by this Contract; and

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

### 1. SCOPE OF SERVICES AND TERMINATION DATE

#### 1.1 Project Description

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

#### 1.2 Services

The services to be completed under this Contract ("Services") are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

#### 1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **JUNE 30, 2024**. The Parties may, by mutual, written consent, extend the term of this Contract.

### FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

## **2. WORK CHANGES**

### **2.1 *City Rights to Change***

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to or deducting from the Scope of Work. All such changes shall be incorporated in amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

### **2.2 *Additional Work Changes***

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment duly executed on behalf of the City and the Contractor.

### **2.3 *City Manager Execution***

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

## **3. COMPENSATION AND METHOD OF PAYMENT**

### **3.1 *Compensation for Services Performed***

City agrees to pay the Contractor for the Services performed and costs incurred by Contractor upon certification by the City that the Services were actually performed and costs actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and costs incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

### **3.2 *Total Compensation Amount***

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **SIX HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED FIFTY EIGHT DOLLARS AND NO CENTS (\$657,958.00)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

## **4. COVENANTS OF CONTRACTOR**

### **4.1 *Assignment of Contract***

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Contract, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

### **4.2 *Responsibility of Contractor and Indemnification of City***

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. 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 Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

### **4.3 *Independent Contractor***

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of

**City of Emeryville** | Professional Services Contract  
REV 06/2020

employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

#### **4.4 Insurance**

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

#### **4.5 Records, Reports and Audits**

##### **4.5.1 Records**

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

##### **4.5.2 Reports and Information**

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Contract in the form requested by the City.

##### **4.5.3 Audits and Inspections**

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

#### **4.6 Conflicts of Interest**

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

#### **4.7 Confidentiality**

The Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

#### **4.8 Discrimination Prohibited**

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

#### **4.9 Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

#### **4.10 Key Personnel**

The Project Manager is necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

#### **4.11 Authority to Contract**

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

#### **4.12 Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

#### **4.13 City Labor Requirements**

##### **4.13.1 Compliance**

At the Effective Date, compliance with the City's living wage ordinance is ☒ **required** / ☐ **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

##### **4.13.2 Applicability**

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

##### **4.13.3 Non-Compliance**

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and

compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

#### **4.13.4 Living Wage**

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$16.97 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

#### **4.13.5 Minimum Wage and Paid Sick Leave**

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

### **4.14 *California Labor Requirements***

#### **4.14.1 Prevailing Wage Requirements**

Contractor is aware of the requirements of [California Labor Code](#) Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

**City of Emeryville** | Professional Services Contract  
REV 06/2020

#### 4.14.2 Registration

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

#### 4.14.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

#### 4.14.4 Workers’ Compensation

Pursuant to the requirements of section 1860 of the [California Labor Code](#), Contractor will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

“I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

#### 4.14.5 Event of Default

Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

### 5. **TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.



**City of Emeryville | Professional Services Contract**  
REV 06/2020

- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

**6. NO PERSONAL LIABILITY**

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

**7. ENTIRE AGREEMENT**

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**8. SUCCESSORS AND ASSIGNS**

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

**9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE**

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any

other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

## **10. SEVERABILITY**

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

## **11. BUSINESS TAX CERTIFICATE**

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

## **12. NOTICES**

### ***12.1 Communications Relating to Daily Activities***

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Keely Nelson** for the City and **Cheng Soo** for the Contractor:

<b>CITY</b>	<b>CONTRACTOR</b>
Keely Nelson, Associate Civil Engineer Phone No: 510-596-4337 E-Mail : knelson@emeryville.org	Cheng Soo, Project Manager Phone No: 415-205-9874 E-Mail : cssoo@woodrogers.com

## **12.2 Official Notices**

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

<b>CITY</b>	<b>CONTRACTOR</b>
<p>Christine Daniel, Interim Public Works Director 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4371 E-Mail : cdaniel@emeryville.org</p> <p><i>with a copy to:</i> Keely Nelson, Associate Civil Engineer 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4337 E-Mail : knelson@emeryville.org</p>	<p>Dan Matthies, Principal-in-Charge 180 Grand Avenue, Suite 775 Oakland, CA 94612 Phone No: 510-208-2400 E-Mail : dmatthies@woodrogers.com</p>

## **13. COUNTERPARTS**

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

## **14. NO THIRD-PARTY BENEFICIARIES**

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

## **15. NON-EXCLUSIVITY**

City reserves right to employ other contractors in connection with the Services covered under this Contract.

## **16. ASSIGNMENT OR TRANSFER**

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**17. WAIVER**

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**18. OTHER REQUIREMENTS, INCLUDING FEDERAL OR STATE REQUIREMENTS, IF APPLICABLE**

If any of the boxes are checked below, this Contract is subject to the requirements as set forth in **Exhibit C**:

- ☐ Compliance with terms and conditions set forth in **Exhibit C** is required for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("**Other Requirements**") when attached hereto and incorporated by reference. With respect to any conflict between such Other Requirements, and the terms of this Contract and/or provisions of state law, **Exhibit C** shall control.
- ☐ FEMA financial assistance will be used to fund all or a portion of this contract. If FEMA financial assistance will be used to fund any portion of this Contract, the Contractor shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as **Exhibit C** and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

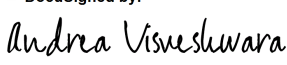
*SIGNATURES ON FOLLOWING PAGE*

**City of Emeryville | Professional Services Contract**  
REV 06/2020

**19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT**

**IN WITNESS WHEREOF** the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:  
  
902063BD5573494...  
City Attorney

Dated:

**CITY OF EMERYVILLE**

\_\_\_\_\_, 2021

\_\_\_\_\_  
Christine S. Daniel, City Manager

Dated:

**WOOD RODGERS, INC.**

July 7<sup>th</sup>, 2021

  
\_\_\_\_\_  
Dan Matthies, Principal-in-Charge

*(Signature)*



Wood Rodgers is pleased to provide services to oversee the sewer system cleaning and CCTV activities to meet the Consent Decree compliance; design improvements for the Powell Street sewer line; and implement repairs for the sewer hot spot locations for the City of Emeryville (City). With the understanding of the City's issues, the Wood Rodgers Team has formulated the following **Scope of Work** and **Cost Estimate (see Exhibit A)**.

## Scope of Work

### Task 1 | System-wide Cleaning and CCTV Program

The City of Emeryville (City) is one of several agencies in the Bay Area that are under a United States Environmental Protection Agency (US EPA) Consent Decree (CD) to reduce the sanitary sewer overflows into the San Francisco Bay. The CD requires that the agencies named within the CD are required to investigate their individual sewer collection systems, identify deficiencies and make necessary repairs to reduce inflow and infiltration. The CD identifies specific reporting requirements, actions and timelines each agency must comply with, including the cleaning and CTV inspection of the sewer collection system.

On September 29, 2020, The City submitted its 2019/2020 annual report to document the progress made towards compliance with the CD. To date, the City has completed the CCTV inspection of 26,831 lineal feet of sewer main and inspected 4 manholes. Per the CD, the City must complete the CCTV inspection of the remaining system by June 30, 2022. This task assumes that the City will contract with a CCTV contractor to complete the remaining CCTV inspections, as well as implement a sewer cleaning program for the entire sewer system.

This task assumes that approximately 55,670 LF of sewer lines requires CCTV inspection, approximately 360 manholes require inspection, and approximately 82,500 LF of sewer pipe require cleaning.

Wood Rodgers will support the City in meeting its CD compliance requirements by helping the City to hire and manage a contractor to clean and CCTV the required sewer mains and inspect manholes.

#### Task 1.1 Develop Request for Proposal (RFP)

The Wood Rodgers team will develop a Request for Proposal (RFP) document to be publicly advertised requesting bids from appropriate contractors to perform sewer system cleaning, CCTV inspection and manhole inspection of the City's sewer collection system. Wood Rodgers will provide a written description of the work to be required by the contractor, including tables and exhibits identifying the length, diameter and location of the sewer pipes to be cleaned, the length, diameter and location of sewer pipes to be CCTV'd, and the number and location of the manholes to be inspected.

The RFP will include contractor requirements for collecting data, recording observations and coding the defects. The CCTV data must be obtained in a format compatible with the City's GIS and Asset management software, and shall utilize the industry-recognized NASSCO system.

Wood Rodgers will develop a draft RFP for City review. All City comments will be reviewed, addressed and incorporated into a Final RFP. It is assumed that the City will advertise the RFP through its typical advertising channels.

This task includes time to review the contractor proposals and provide a recommendation to the City.

#### Deliverables:

- RFP in Word & PDF format (Draft & Final)



## Task 1.2 Contractor Oversight

Once a contractor has been selected, the Wood Rodgers Team will provide oversight and coordination of the contractor's field activities. This task includes regular communication with the contractor and City to schedule the work, document progress, answer questions and provide data.

### Deliverables:

- Weekly Progress Reports

## Task 1.3 Review and Interpret CCTV Results

The Wood Rodgers Team will review the CCTV and manhole inspection reports submitted by the contractor to ensure compliance with the RFP, compliance with the CD and to identify the number, locations and severity of the system defects. The CCTV and manhole inspection results will be summarized in Technical Memorandum that the City can utilize for reporting requirements, as well as to define future improvement projects.

### Deliverables:

- Summary Memorandum of CCTV Results

## Task 1.4 Incorporate CCTV Data into GIS

The Wood Rodgers Team will update the appropriate attribute fields in the City's existing sewer GIS geodatabase with the CCTV investigation results (approximately 55,700 LF and 360 MH). It is anticipated that the attributes to be reviewed and updated include: Date Inspected, Pipe / MH Condition (NASSCO coding), Pipe Material and Diameter. Wood Rodgers will coordinate with the City IT and GIS Department to ensure compliance with the City's current data schema. This task may include the hyper-linking of the CCTV and manhole inspection reports, if the City's network will allow.

### Deliverables:

- Updated Sewer Geodatabase w/ CCTV Results

## Task 1.5 Develop Project List

Based upon the results and findings of the CCTV and MH inspection, Wood Rodgers will identify the acute defects and deficiencies, and develop a list of sewer improvement projects for implementation. The project list will include a description of the scope of each project (i.e., location, length of pipe and number of manholes), the prioritization of each project and a preliminary estimate of the construction cost. A project sheet will be developed for each project as well as a summary list of all the recommended projects.

### Deliverables:

- Project Summary List
- Individual Project Sheets

## Task 2 | Powell Street Sewer Improvements

The Powell Street sewer pipeline conveys wastewater from the Powell Street Pump Station (west) to the EBMUD North Interceptor located east of I-80, and from the eastern boundary of the City (Vallejo Street) to the EBMUD North Interceptor. Portions of the Powell Street sewer pipeline were constructed in an area of infill, and the City has observed/experienced settlement in the region which has resulted in sags in the pipeline. The 2010



Emeryville Sewer System Capacity Assessment and Master Plan identified portions of the Powell Street pipeline requiring upsizing. The task will implement engineering analysis and design to improve (and possibly upsize) the Powell Street sewer pipeline.

This task assumes that the approximately 7,000 LF of sewer pipeline and manholes along Powell Street will require improvements. This task assumes the preparation of one set of construction bid documents for the Powell Street Sewer Improvements.

## Task 2.0 PM, Meetings, & Coordination

Prior to commencing any work, the Wood Rodgers' Team will meet with the City. The purpose of this meeting is to clearly define the goals of the project, to establish an understanding of the City's needs, to determine the standards and policies that apply to the project. The meeting will also include an initial effort to collect data and to comprehend the City's understanding of the sewer system.

### Deliverables:

- Project Management | Meeting minutes | Project schedule | Invoices

## Task 2.1 Collect and Review Data

Wood Rodgers will collect and review all available information relative to the project area and the existing facilities within the project limits, such as as-built drawings, CCTV data, utility records, roadway improvement plans and geotechnical reports. This task includes the review of the City's prior sewer planning documents, including the 2010 Master Plan and 2019 Sewer System Management Plan.

### Deliverables:

- Data Collection Log

## Task 2.2 Utility Research

Wood Rodgers will investigate the existing utilities within the project limits to identify potential conflicts with the proposed project, and will coordinate with utility companies for resolution. Wood Rodgers will contact and coordinate with local utilities that provide services in the project area to identify all known utilities. Wood Rodgers will submit plans for coordination with utility companies and will be applying the American Public Works Association procedures for utility coordination ("A, B, C" letters). These utilities will be added to the project base map to assess the impacts to the project in the other tasks. It is assumed that potholing is not required.

### Deliverables:

- Utility Log
- Utility Base File (CAD)

## Task 2.3 Site Inspection

The Wood Rodgers team will conduct a site visit to walk the pipeline alignment with City staff to discuss the operations and maintenance history of the pipeline and manholes. The site inspection will include a review of the existing site conditions, such as pavement condition, traffic signals, major crossings, utility locations, above-grade features, and the location of community facilities (i.e., schools, hospitals, churches, etc.).

### Deliverables:

- Site Photo Log





## Task 2.4 Topographic Survey

The Wood Rodgers team will complete a design level topographic survey (conventional field survey) for the project limits. The boundary component of the survey will include a field boundary verification denoting current property lines and easements of record as shown on current record documents and parcel maps. The Survey Control will be based on the following:

- The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available.
- The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).

Survey observations will be taken on a 50-foot natural ground grid and 25-foot finish surface grid to create 1-foot contour intervals. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, top and toe of slopes, grade breaks, finish floors, driveway aprons and handicap ramps. Spot elevations will be obtained to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the project site. Additional features will include the location of signing and striping, the location of trees over 6 feet in height, and manhole invert elevations.

Utility information will be obtained, including the location, elevation, size, and type of visible above ground utilities within the site and within 25 feet on adjacent properties, if access is allowed; the flow line invert elevations and sizes of drain inlets, sanitary sewer and storm drain manholes, unless bolted down; public fire hydrants; and if marked, existing utilities that are identified as painted striping from USA markings will be surveyed.

### Deliverables:

- Survey Base File (CAD)

## Task 2.5 Develop and Evaluate Alternatives

Based upon a review of the CCTV data, record drawings, City staff input, utility and survey data, Wood Rodgers will analyze and develop alternatives for improvement. The alternatives will consider the existing condition of the pipe and the ultimate flow requirements. Alternatives to be considered include parallel construction of a replacement pipeline, remove and replace in the same location, slip-lining, pipe-bursting, re-lining or some combination of the above. The alternatives analysis will consider community impacts, cost, constructability, permitting, environmental requirements and schedule. Wood Rodgers will develop an alternatives matrix to compare and contrast each alternative, and an exhibit identifying the proposed improvement under each alternative. This task assumes that three (3) alternatives will be considered and evaluated.

### Deliverables:

- Alternatives Matrix
- Alternatives Exhibits (x3)

## Task 2.6 Preliminary Design Memorandum

The Wood Rodgers team will prepare a Preliminary Design Memorandum (PDM) for the project. The PDM will include the following elements:

- Design criteria,
- Summary and findings of the system hydraulics,
- Summary of alternatives analysis,



- Recommended alternative,
- Proposed pipeline alignment,
- Demolition plan,
- Geotechnical parameters and recommendations,
- Special construction considerations including staging and laydown areas and site access,
- Identify other potential project challenges,
- Potential environmental mitigation,
- Permitting,
- Recommended construction duration in calendar days,
- Engineer's opinion of probable construction cost.

Wood Rodgers will submit a Draft of the PDM to the City for review and comment. Wood Rodgers will incorporate all City comments and finalize the PDM.

#### Deliverables:

- Preliminary Design Memorandum (Draft & Final)

### Task 2.7 Permitting

The Wood Rodgers team will lead the effort to coordinate the approval of permit applications, project plans, agreements, contracts, and other related documents necessary to meet the project objectives. This may include, but is not limited to, right-of-entry permits, encroachment permits, interagency agreements, and permits required to facilitate field investigations (i.e., geotechnical explorations). Coordination is anticipated with the City of Emeryville, Caltrans, EBMUD and Alameda County. Wood Rodgers will develop a permit matrix to identify the agency, correspondence, their requirements and schedule for completion.

#### Deliverables:

- Permit Matrix

### Task 2.8 Construction Documents

Once the PDM is approved, Wood Rodgers will complete the preparation of the construction documents. Wood Rodgers will prepare design plans, specifications and a construction cost estimate for construction of the sewer line improvements. The design plans will be prepared in AutoCAD format, and will meet the City's Standards and Criteria. The design plans will include plan and profile drawings, connection details and appurtenance details. The front-end contract documents will utilize the City's standard document. Technical specifications shall be prepared in Construction Specifications Institute format. The cost estimate will be based upon the bid schedule and prepared in Excel format.

This task assumes that approximately 7,000 LF of pipeline and corresponding manholes will be improved. It is assumed that the design plans will require one (1) title sheet, one (1) index map, two (2) general notes sheets, seven (7) plan and profile sheets, one (1) connection detail sheet and three (3) detail sheets, for a total of fifteen (15) plan sheets. It is assumed that traffic control plans will not be required.

It is assumed that three design submittals will be required for review. Design plans, specifications and cost estimate will be submitted at a 30-, 60- and 100-percent complete phase for review. All City comments will be reviewed, responded to, addressed and incorporated into the next submittal. Upon approval of the 100-percent plans, specifications and estimate, Wood Rodgers will produce signed plans and specifications for bidding.

#### Deliverables:



- Plans, Specifications & Estimate (30-, 60- and 100-percent complete – pdf copy of plan sheets, Word document of specs, Excel file of estimate)
- Final Bid Docs (original format and PDF)

### Task 2.9 Bid Support

During the bid period, Wood Rodgers will provide support to the City by answering questions and issuing clarifications as required. Bid support will also include preparation and issuance of any addendums to the Contract Documents and a written recommendation to award.

#### Deliverables:

- Response to RFIs
- Addendums
- Recommendation Letter for Award

### Task 2.10 Engineering Support During Construction

The Wood Rodgers team will provide the City with the following engineering support services during construction:

- RFI's: Wood Rodgers will review and respond to Contractor Requests for Information (RFI). This task assumes up to ten (10) RFI's will be required.
- Shop Drawings: Wood Rodgers will review and respond to all project shop drawing submittals. This task assumes up to fifteen (15) submittals, and five (5) re-submittals.
- Construction Meetings: Wood Rodgers will participate and lead construction meetings, as needed. This task assumes up to two (2) construction meetings will be required.

#### Deliverables:

- Response to RFIs
- Response to Shop Drawings
- Meeting Agendas and Meeting Notes

### Task 2.11 Record Drawings

The Wood Rodgers team will prepare as-built documentation utilizing AutoCAD. It is assumed that the Contractor will provide Wood Rodgers with one (1) full-sized plan set with red-lined mark-ups of the as-built conditions. Wood Rodgers will update the design plans to reflect the as-built condition.

#### Deliverables:

- As-Builts (CAD and PDF format)

### Task 2.12 Field Work Allowances (Optional)

There are elements to this project will vary based upon the recommended solution and that cannot yet be defined, notably the level of geotechnical investigation that is required and the environmental documentation required. This task includes a budget that can be allocated to other project tasks as they are defined. This task budget will be allocated and approved at the City's discretion based upon the identification of project needs and the submission of a detailed scope and fee.

**Deliverables:**

- TBD

**Task 3 | Sewer Hot Spot Repairs**

Per the Consent Decree, the City is required to repair acute defects that are identified through the CCTV investigation. The City has identified seventeen (17) defects that require repair. It is assumed that another ten (10) defects will be identified through the upcoming CCTV investigation. This task assumes that a total of twenty-seven (27) defects will require spot repair, also know hot spots.

This task includes an analysis of 27 sewer hot spot (defect) locations, the determination of the preferred repair solution for each alternative, the preparation of construction documents (plans, specifications and cost estimate) for all 27 locations, and support through the bidding and construction phase. A detailed scope of work is included below.

**Task 3.1 Collect and Review Data**

Wood Rodgers will collect and review the pertinent data relative to the 27 hot spot locations, including as-builts, GIS data, the 2010 Master Plan, CCTV data and other City records relative to problems in the immediate area of the hot spots.

**Deliverables:**

- Data Collection Log

**Task 3.2 Site Inspections**

The Wood Rodgers team will conduct a site visit to each hot spot location with City staff to discuss the operations and maintenance history of the pipeline and manholes. The site inspection will include a review of the existing site conditions, such as pavement condition, traffic signals, major crossings, utility locations, above-grade features, and the location of community facilities (i.e., schools, hospitals, churches, etc.).

**Deliverables:**

- Site Photo Log

**Task 3.3 Develop and Evaluate Alternatives**

Based upon a review of the CCTV data, record drawings and City staff input, Wood Rodgers will analyze and develop alternatives for improvement at each hot spot location. The alternatives will consider the existing condition of the pipe and the ultimate flow requirements. Alternatives to be considered include parallel construction of a replacement pipeline, remove and replace in the same location, slip-lining, pipe-bursting, re-lining or some combination of the above. The alternatives analysis will consider community impacts, cost, constructability, permitting, environmental requirements and schedule. Wood Rodgers will develop an alternatives matrix to compare and contrast each alternative, and an exhibit identifying the proposed improvement at each hot spot location.

**Deliverables:**

- Recommended Alternatives Matrix



### Task 3.4 Construction Documents

Wood Rodgers will complete the preparation of the construction documents. Wood Rodgers will prepare design plans, specifications and a construction cost estimate for construction of the sewer hot spot improvements. It is assumed that one (1) set of construction documents will be prepared for all 27 locations. The design plans will be prepared in AutoCAD format, and will meet the City's Standards and Criteria. The design plans will include plan and profile drawings, connection details and other details. The front-end contract documents will utilize the City's standard document. Technical specifications shall be prepared in Construction Specifications Institute format. The cost estimate will be based upon the bid schedule and prepared in Excel format.

This task assumes that 27 hot spot locations will be improved. It is assumed that the design plans will require one (1) title sheet, one (1) index map, two (2) general notes sheets, five (5) hot spot plan sheets and three (3) detail sheets, for a total of twelve (12) plan sheets. It is assumed that traffic control plans will not be required.

It is assumed that three design submittals will be required for review. Design plans, specifications and cost estimate will be submitted at a 30-, 60- and 100-percent complete phase for review. All City comments will be reviewed, responded to, addressed and incorporated into the next submittal. Upon approval of the 100-percent plans, specifications and estimate, Wood Rodgers will produce signed plans and specifications for bidding.

#### Deliverables:

- Plans, Specifications & Estimate (30-, 60- and 100-percent complete – pdf copy of plan sheets, Word document of specs, Excel file of estimate)
- Final Bid Docs (original format and PDF)

### Task 3.5 Bid Support

During the bid period, Wood Rodgers will provide support to the City by answering questions and issuing clarifications as required. Bid support will also include preparation and issuance of any addendums to the Contract Documents and a written recommendation to award.

#### Deliverables:

- Response to RFIs
- Addendums
- Recommendation Letter for Award

### Task 3.6 Engineering Support During Construction

The Wood Rodgers team will provide the City with the following engineering support services during construction:

- RFI's: Wood Rodgers will review and respond to Contractor Requests for Information (RFI). This task assumes up to ten (10) RFI's will be required.
- Shop Drawings: Wood Rodgers will review and respond to all project shop drawing submittals. This task assumes up to fifteen (15) submittals, and five (5) re-submittals.
- Construction Meetings: Wood Rodgers will participate and lead construction meetings, as needed. This task assumes up to two (2) construction meetings will be required.

#### Deliverables:

- Response to RFIs



- Response to Shop Drawings
- Meeting Agendas and Meeting Notes

### Task 3.7 Record Drawings

The Wood Rodgers team will prepare as-built documentation utilizing AutoCAD. It is assumed that the Contractor will provide Wood Rodgers with one (1) full-sized plan set with red-lined mark-ups of the as-built conditions. Wood Rodgers will update the design plans to reflect the as-built condition.

#### Deliverables:

- As-Builts (CAD and PDF format)



Wood Rodgers is pleased to provide services for the GIS geodatabase update, condition assessment, trouble spot investigation and mitigation, storm drain master plan update and grant funding for the City of Emeryville (City). With the understanding of the City's issues, the Wood Rodgers Team has formulated the following **Scope of Work** and **Cost Estimate** (see Exhibit A).

## Scope of Work

### Task 1 | Storm Drainage Verify Missing Links/GIS Update

#### Task 1.1 Refine Database and Collector Application

Wood Rodgers will review the City's existing geodatabase and provide a refinement that will enhance the City's ability to store and access stormwater facility data. The refinements will be based on a comprehensive geodatabase with attributes, related tables, and domain values that have already been designed and is being used for drainage systems in Valley Water, Alameda County, Marin County, the City of Oakland, The City of Novato, and the City of San Jose. The ESRI file geodatabase was modified by Wood Rodgers using the ESRI Local Government Information System Model as the basis, and then supplemented with drainage feature datasets such as field surveys, topography, drainage facility (including storm drains, manholes, catch basins, pumps, open channels, culverts, structures, etc.), georeferenced as-built drawings, parcel maps, streets, municipal boundaries, pictures from field visits with locations, watersheds, land use data, soil data, and hydrologic parameter data.

The modification to the City's existing GIS geodatabase will enhance the ability to store and manage stormwater facility information; to prioritize data collection and inventory; to facilitate condition assessment; and to facilitate hydrologic and hydraulic model development.

Wood Rodgers will coordinate with the City GIS department and provide assistance to set up ESRI Collector or Survey123 application to aid inspection and survey activities, and to integrate the collected data into a geodatabase. Our experience with these applications will lead to successful deployment of data collection.

#### Deliverables:

- Refined geodatabase | Collector app

#### Task 1.2 Reconcile GIS geodatabase with Other Agencies

Wood Rodgers will review and reconcile the City's existing GIS geodatabase data with the GIS geodatabase data developed by the Alameda County Flood Control & Water Conservation District (District) for Zone 12. It is assumed that the District geodatabase will provide the backbone of the City's system since the District facilities within the City have already been refined in detail in the recent District *Zone 12 Drainage Master Plan* project, and the City geodatabase will serve to supplement the backbone with more detail on the City facilities. Wood Rodgers will review the geodatabase and identify missing data that requires collection from as-builts and/or surveys.

#### Deliverables:

- Reconciled/Refined geodatabase data | Data-gap Map

#### Task 1.3 Georeference As-Builts and Convert Data (Optional)

To supplement the reconciled geodatabase, Wood Rodgers will georeference record drawings and as-builts for 6 miles (approximately 24 sheets of plans) of storm drain pipes and use existing survey data to complete the



geodatabase inventory of the City's systems. We will use NearMap or any ortho imagery with 3 inch or better resolution and Google Street View to locate facilities and to create or refine existing spatial locations. This approach provides horizontal accuracy between 1 to 3 feet, which is sufficient to determine manhole, catch basin and outfall structure locations and to estimate the connecting storm drain lengths. The 2019 LiDAR data will be used to determine the facility rim or ground elevations when survey data is not available. Newer LiDAR data typically has sufficient point resolution and vertical accuracy (typically less than 3 inches) to determine elevations. The LiDAR derived facility rim or ground elevations will be used in conjunction with inspection data to verify the as-built data. The spatially rectified facilities will be used in conjunction with the georeferenced as-builts to realign storm drain alignments, and to identify other paved-over facilities, such as junction boxes and transition structures. The georeferenced as-builts will also be used to record or confirm storm drain materials, diameter/dimensions, lengths, and upstream and downstream inverts.

**Deliverables:**

- Supplemented/Reconciled/Refined geodatabase

**Task 1.4 Perform Field Survey**

Wood Rodgers will perform the site visit and survey tasks to supplement the data gaps identified in the Reconcile GIS Geodatabase task and to collect sufficient storm drain information for facility inventory and modeling. Wood Rodgers will survey up to 35 sites, if necessary, and convert the survey information to the City's refined GIS geodatabase.

Wood Rodgers will perform this task concurrently with the Inspect and Assess Condition task for efficiency, see Task 2.1.

**Deliverables:**

- Completed geodatabase w/ Field survey





## Task 2 | Storm Drainage Condition Assessment Plan

### Task 2.1 Inspect and Assess Condition

Wood Rodgers proposes a unique inspection and survey approach developed through our experience with storm drain inspection throughout the Bay Area to optimize the inspection effort and to reduce future CCTV requirements. Wood Rodgers will use this inspection approach to prioritize, survey, and inspect storm drain facilities at crucial locations along the system: at the upstream and downstream ends, at major junctions or bends, at metal pipes beyond service life, and at systems subject to high backwater sediment. We have found that this approach is sufficient to collect the overall storm drain system geometry, materials, and conditions when used in conjunction with the refined geodatabase developed in Task 1.

Inspection at key locations can:

1. Verify as-built data along a system
2. Reduce inspection locations with the verified as-built data
3. Reduce the need for CCTV inspection

Approximately 35 manholes, junction boxes, transition structures, or storm drains' horizontal GPS coordinates (X,Y) will be surveyed by Wood Rodgers; storm drains' diameters and inverts will be measured; storm drains' materials and flow directions will be recorded; sediment and debris depths will be estimated and documented with pictures and field notes; and any structural deficiencies such as corroded metal pipes and cracked walls will be documented with field notes and pictures. Wood Rodgers will also visit major storm drain outfall structures, and inspect for any structural integrity, sediment, and erosion problems. Outfall structure flap gate and cathodic protection system conditions will also be assessed and documented. The collected data, pictures, and notes will be stored in the refined geodatabase. Wood Rodgers assumes that the City will provide traffic control services if necessary. No confined space entry service will be provided or required.

#### Deliverables:

- Inspection Memorandum and updated geodatabase

### Task 2.2 Perform CCTV and Inventory

The findings of the inspection stored in the geodatabase will be used to further narrow down the facilities that require CCTV inspection. The locations selected for CCTV are most likely along long or curved pipe systems where survey and inspection efforts in **Task 2.1** will not yield sufficient information. The locations can be further narrowed down based on the conditions below.

1. Corrugated metal pipes at the end of useful life
2. Systems with sanitary sewer odor
3. Systems with excessive low flow in dry weather
4. Systems with root intrusion, trash, and sediment

Wood Rodgers will perform CCTV inspection for approximately 1,200 feet of pipe systems with the assumption and protocols above. We assume no sediment removal prior to CCTV. Wood Rodgers will visit the identified locations and inspect with a "snake" camera to assess and document any deficiencies above. Pictures will be taken with the CCTV camera only at deficient locations to easily identify deficient pipe segments without reviewing CCTV videos. The coordinates of the pictures can be developed with an above ground locator and the distance indicator from the camera.



Wood Rodgers will upload the pictures, videos, and notes from the CCTV to the geodatabase. The information will also be used for condition assessment as described in the following section. We assume the City will assist with traffic control when required.

**Deliverables:**

- CCTV Inspection reports | Supplemented geodatabase

**Task 2.3      Develop Maintenance and Rehabilitation Program**

The Wood Rodgers team will meet with City staff to document and review existing maintenance operations conducted within the City's service area. The team will download the existing maintenance logs from the City to analyze maintenance hotspots, types, frequencies, and resources. After reviewing existing practices and data, the team will prepare Operations and Maintenance Guidelines (O&M Guidelines) describing best practices for operations, maintenance, repairs, replacement, project performance and surveillance, inspection and reports needed to maintain the City's storm drainage facilities. The O&M Guidelines will provide consistent, and sound protocols to inventory, maintain, rehabilitate, and improve drainage facilities.

**Deliverables:**

- Draft O&M Guidelines; Revised O&M Guidelines



## Task 3 | Storm Drainage Trouble Spot Recommendations

Wood Rodgers will provide conceptual analysis, design, and costs for improvements at existing storm drainage trouble spots identified by the City at Powell & Vallejo, Hollis & Park, and on 65<sup>th</sup> St (shown below). The findings of this task can be used to determine the necessity of a detailed analysis and to base the funding for improvements.



### Task 3.1 Collect and Review As-builts, Database, and 2000 Master Plan

Wood Rodgers will discuss the three trouble spots with the City, will collect additional as-builts as necessary, will review the 2000 Master Plan, and will review the *District Zone 12 Drainage Master Plan* to confirm the system and to gain more information on the problems in the immediate area of the trouble spots. Wood Rodgers will also use the findings of Tasks 1.4 and 2.1 to aid these analyses below.

#### Deliverables:



- Partial Technical Memorandum, Potentially Refined geodatabase (as necessary)

### Task 3.2 Develop High-Level Hydraulic Analysis

Wood Rodgers will first determine if the existing geodatabase/hydraulic model needs to be and can be easily refined to assess the existing problems, or if other simple means (hand calculations, simpler models, etc) will meet the needs for this evaluation. Wood Rodgers will perform the necessary high-level simple hydraulic calculations to better identify the deficiencies and to use for the conceptual design of improvements.

#### Deliverables:

- Partial Technical Memorandum with Hydraulic Assessment of the Existing System and of Proposed Improvements (3 sites).

### Task 3.3 Develop High-Level Conceptual Design

Wood Rodgers will develop conceptual designs of proposed improvements to mitigate the deficiencies. The conceptual design will include a plan view drawing of each site showing existing storm drainage infrastructure and proposed improvements.

#### Deliverables:

- Conceptual Design Plan View Drawings (3 sites)

### Task 3.4 Develop High Level Improvement Cost

Wood Rodgers will develop Class 4 estimates for each site. *Class 4 Estimates are generally prepared based on limited information and subsequently have fairly wide accuracy ranges. They are typically used for project screening, determination of feasibility, concept evaluation, and preliminary budget approval. Typically, the design used for Class 4 estimates is from 1% to 15% complete.*

#### Deliverables:

- Conceptual Cost Estimates (3 sites), Trouble Spot Technical Memorandum



# City of Emeryville

CALIFORNIA

## EXHIBIT B

### Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **WOOD RODGERS, INC.**.

#### 1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

##### 1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**  
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**  
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☒ **Professional Liability / Errors and Omissions**  
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**  
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**  
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

**City of Emeryville** | Contract Insurance Requirements (Exhibit B)  
REV 08/2020

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

## **1.2 Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

**\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

**OR**

☐ **Construction Specific**

**\$2,000,000.00** per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☒ **Automobile Liability**

**\$2,000,000.00** per accident for bodily injury and property damage.

☒ **Professional Liability / Errors and Omissions**

**\$2,000,000.00** per claim and aggregate.

☒ **Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☐ **Pollution Liability Insurance**

**\$2,000,000.00** per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

## **2. INSURANCE ENDORSEMENTS**

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:



**City of Emeryville | Contract Insurance Requirements (Exhibit B)**  
REV 08/2020☒ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☒ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

**City of Emeryville** | Contract Insurance Requirements (Exhibit B)  
REV 08/2020

☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

**ALL COVERAGES**

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

**3. NO SPECIAL LIMITATIONS**

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

**4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.



**City of Emeryville** | Contract Insurance Requirements (Exhibit B)  
REV 08/2020

**5. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**6. VERIFICATION OF COVERAGE**

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**7. SUBCONTRACTORS**

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

**8. REPORTING OF CLAIMS**

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.