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**THE MARCH 23, 2020 SPECIAL CITY COUNCIL MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-25-20**

In order to minimize the spread of the COVID 19 virus, please observe the following:



If you choose not to attend the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment, no more than 4 minutes when read aloud, via email by **8:00 A.M. on Monday, March 23, 2020** to the City Clerk at [cityclerk@cityofstheleena.org](mailto:cityclerk@cityofstheleena.org). Please include the agenda item in the subject line.

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**City of St. Helena
Special City Council Meeting
Monday, March 23, 2020 @ 9:00 AM
Carnegie Building, 1360 Oak Avenue, St.
Helena CA 94574**

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "public comment" portion of the agenda may do so, but please observe the time limit of four minutes.

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members:
Anna Chouteau, David Knudsen and Mary Koberstein
3. PUBLIC COMMENT:
Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item. Each person's comments shall be limited to 4 minutes.
4. CONSENT:
 - 4.1. Receive and File FY 18-19 Annual AB 1600 Report on Development Impact Fees

5 - 15

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:

Receive and file Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2019.

[Staff Report - Pdf](#)

- 4.2. Ratify Emergency Declaration and Confirm Rules and Regulations Related to the Protection of Life and Property as Effected by the Emergency 17 - 25

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Resolution ratifying the City Manager/Director of Emergency Services Proclamation of Existence of a Local Emergency in Response to the Coronavirus (COVID-19), dated March 16, 2020.

[Staff Report - Pdf](#)

- 4.3. Consideration of resolution authorizing staff to file and administer an application for \$120,000 in grant funds associated with the Upper Valley Waste Management Agency Notice of Funding Availability 27 - 36

CEQA Determination: Exempt

Prepared By: Preya Nixon, Asst. to the City Manager

Recommendation:

It is recommended that the City Council review and approve the resolution authorizing the City Manager or designee to file and administer the Upper Valley Waste Management Agency Grant for up to \$120,000.

[Staff Report - Pdf](#)

- 4.4. Consideration and Proposed Resolution (1) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Mills Lane Storm Drain Project; (2) authorizing a budget of \$200,000 for R20-02; and (3) authorizing a budget transfer from Storm Drain Impact Fees Fund 742 to Streets Capital Improvement Fund 741 in an amount not-to-exceed \$200,000. 37 - 43

CEQA Determination: CEQA will be completed as part of project design

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Consideration and Proposed resolution (1) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Mills Lane Storm Drain Project; (2) authorizing a budget of \$200,000 for R20-02; and (3) authorizing a budget transfer from Storm Drain Impact Fees Fund 742 to Streets Capital Improvement Fund 741 in an amount not-to-exceed \$200,000 upon completion of the project.

[Staff Report - Pdf](#)

- 4.5. Consideration and proposed adoption of a Resolution approving plans and specifications for the Rehabilitate Crane Park Tennis Courts, Project C19-02, and authorizing advertisement for bids 45 - 49

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Edrees Argand, Assistant Engineer

Recommendation:

Staff recommends City Council to adopt a Resolution approving plans and specifications for the Rehabilitate Crane Park Tennis Courts, Project R19-02, and authorizing advertisement for bids.

[Staff Report - Pdf](#)

- 4.6. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of \$255,380 with HydroScience Engineers for design services for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of \$695,380.

51 - 102

CEQA Determination: Project is exempt from the requirements under Section 15061(b)(3) the "General Rule" in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, Section 15262 Acceptance of Feasibility and Planning Studies and Section 15306 Information Collection in that it is purely the recommendation to negotiate a contract and the acceptance of a feasibility study. Any and all future funding and/or construction activities resulting from this action will be separately reviewed for compliance with CEQA and a formal determination made.

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council adopt a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of \$255,380 with HydroScience Engineers for design services for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of \$695,380.

[Staff Report - Pdf](#)

5. ADJOURNMENT

The next Regular City Council meeting is scheduled for April 14, 2020, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on March 20, 2020.



Cindy Tzaopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



Report to the City Council
Special City Council - 23 Mar 2020

Agenda Section: CONSENT:

Subject: Receive and File FY 18-19 Annual AB 1600 Report on Development Impact Fees

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Cities and counties often charge fees on new development to fund public improvements to mitigate the impact of development activity. These fees are commonly known as development impact fees and are generally collected at the time building permits are issued for residential and commercial construction. Impact fees are established by ordinance and, as required by law, these fees are segregated from the General Fund and accounted for in special revenue funds.

In 1989, the State Legislature passed Assembly Bill 1600 (AB 1600), which added Sections 66000 et seq. to the California Government Code, commonly known as the Mitigation Fee Act. Under AB 1600 the City is required to make available to the public a report on development impact fees. The report must be made available within 180 days of the close of the fiscal year.

This Report Provides: Descriptions of each Development Impact Fee, Amount of the Fee, Beginning and Ending Balances of each Impact Fee Account, Identification of Public Improvements in which Fees were Expended, Schedule for Commencement of Certain Public Improvements to be Funded with Impact Fees, Description of any Interfund Transfer or Loan, and the Amount of Refunds Paid, if any, from Development Impact Fees.

DISCUSSION

The Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2019 was made available to the public on March 2, 2020 (Attachment 1).

Per Section 66006(b)(1) of the California Government Code the annual report must include the following specific reporting requirements:

- A. A brief description of the type of development impact fee in the account/fund;
- B. The amount of the fee;
- C. Beginning and ending balances of the account/fund, the amount of fees collected, and the interest earned;
- D. An identification of each public improvement on which fees were expended together with the amount of such expenditures;
- E. Information regarding the schedule for commencement of certain public improvements to be funded with development fees;
- F. A description of any interfund transfer or loan; and
- G. (G)The amount of refunds paid, if any, from a particular fund.

The City of St. Helena development fees covered by AB 1600, and documented in Attachment 1, include the following:

- A. Public Safety Impact Fees (pages 1, 2, and 3 of report)
- B. Civic Improvement Impact Fees (pages 1, 2, and 3 of report)
- C. Park Improvement Impact Fees (pages 1, 2, and 3 of report)
- D. Traffic Mitigation Impact Fees (pages 1, 2, and 3 of report)
- E. Storm Drain Improvement Impact Fees (pages 4, 5, and 6 of report)
- F. Housing Impact Fees (pages 4, 5, and 6 of report)
- G. (G)Affordable Housing Impact Fees (pages 4, 5, and 6 of report)
- H. Water Impact Fees (pages 7, 8, and 9 of report)
- I. Sewer Impact Fees (pages 7, 8, and 9 of report)

FISCAL IMPACT

None.

RECOMMENDED ACTION

Receive and file Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2019.

ATTACHMENTS

[AB1600 spreadsheet](#)

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Analysis of Change in Fund Balance

	Public Safety Impact 216	Civic Improvement Impact 713	Park Impact 734	Traffic Mitigation Impact 740
Beginning Balance, 7/1/18	\$ 413,657	\$ 626,442	\$ 745,701	\$ 2,203,354
REVENUE				
Interest Earnings	\$ 4,203	\$ 6,341	\$ 9,270	\$ 25,361
Fees Collected	\$ 56,109	\$ 77,790	\$ 257,861	\$ 225,273
Miscellaneous Revenues	\$ -			
Operating Transfers In	\$ 12,271			\$ 17,218
TOTAL	\$ 72,583	\$ 84,131	\$ 267,131	\$ 267,852
EXPENSE/EXPENDITURES				
Non Departmental Expense	\$ 688	\$ 22,152	\$ -	\$ 687
Transfer to Other Funds*		\$ 88,532	\$ 52,598	\$ -
Refunds			\$ -	
TOTAL	\$ 688	\$ 110,684	\$ 52,598	\$ 687
Excess Revenue Over/(Under) Expenses/Expenditures	\$ 71,895	\$ (26,553)	\$ 214,533	\$ 267,165
Ending Balance	\$ 485,552	\$ 599,889	\$ 960,234	\$ 2,470,519
Ending Bal. on Balance Sheet	\$ 485,552	\$ 599,889	\$ 960,234	\$ 2,470,519
Current Accounts Payable	\$ -	\$ -	\$ -	\$ -

Description of Fees

Public Safety Impact (216) - Section 22.5 of the City Code establishes this fund to accumulate revenues from fees on building permits to be used solely for equipment and facilities costs for the Police and Fire Departments. Vehicles, capital equipment, and building improvements are approved uses.

Civic Improvement (713) - This fund is used to accumulate restricted funds from new development's proportionate share of the depreciated replacement of cost of a range of facility types including City Hall, corporation yard facilities, as well as library and recreation facilities.

Park Impact (734) - This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.

Traffic Mitigation (740) - This fund is used to accumulate funds from new or proposed development to finance circulation improvements to reduce the impacts of traffic generated by new development within the City.

*See 5-year CIP adopted by City Council on May 8, 2018

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Scheduled Projects

Public Safety Impact (216)

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Civic Improvement (713)

Project	Anticipated Start	Estimated 5-year Project Costs	Total Impact Fees

Park Impact (734)

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
Lyman Park Improvements	FY 18/19	\$ 52,598	\$ 52,598
Crane Tennis Courts	FY 19/20	\$ 25,000	\$ 25,000

Traffic Mitigation (740)

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Expenditure by Project

Public Safety Impact (216)	FY 2018-19 \$ -	% Funded with Development Fee
Civic Improvement (713)	FY 2018-19 \$ -	% Funded with Development Fee
Park Impact (734)	FY 2018-19	% Funded with Development Fee
Lyman Park Improvements	\$ 52,598	100.0%
Traffic Mitigation (740)	FY 2018-19 \$ -	% Funded with Development Fee

City of St. Helena
 Annual Report on Development Impact Fees, Per Government Code 66006
 AB 1600 Statement FY 2018-19

Fee Schedule

Public Safety Impact (216)	\$1.21 per square foot
Civic Improvement (713)	\$2.27 per square foot
Park Impact (734)	Amount per square foot Single family residential - \$8.33 Multi-family residential - \$14.17
Traffic Mitigation (740)	Amount per square foot Single family residential - \$2.26 Multi-family residential - \$2.75 Office - \$6.23 Industrial - \$3.95 Commercial/Retail - \$24.30 Lodging - \$9.28

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Analysis of Change in Fund Balance

	Storm Drain Improvement 742	Housing Impact 744	Affordable Housing 751
Beginning Balance, 7/1/18	\$ 629,314	\$ 53	\$ 565,345
Long-Term Receivable			\$ 987,810
REVENUE			
Interest Earnings	\$ 7,161	\$ -	\$ 7,632
Fees Collected	\$ 55,456	\$ -	\$ 176,224
Intergovernmental			\$ 448,045
Operating Transfers In	\$ 5,104		\$ 54
TOTAL	\$ 67,721	\$ -	\$ 631,955
EXPENSE/EXPENDITURES			
Non Departmental Expense	\$ 687	\$ -	\$ 105,161
Transfer to Other Funds		\$ 53	
Refunds			
TOTAL	\$ 687	\$ 53	\$ 105,161
Excess Revenue Over/(Under)	\$ 67,034	\$ (53)	\$ 526,794
Ending Balance	\$ 696,348	\$ -	\$ 2,079,949
Ending Bal. on Balance Sheet	\$ 696,348	\$ -	\$ 2,079,949
Current Accounts Payable	\$ -	\$ -	\$ -

Description of Fees

Storm Drain Improvements (742) - This fund is used to accumulate funds from new development's proportionate share of planned drainage system improvements.

Housing Impact (744) - This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

Affordable Housing (751) - This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Scheduled Projects**Storm Drain Improvements (742)**

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Housing Impact (744)

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
			\$ -

Affordable Housing (751)

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
			\$ -

Expenditure by Project

Storm Drain Improvements (742)	FY 2018-19	% Funded with Development Fee
	\$ -	
Housing Impact (744)	FY 2018-19	% Funded with Development Fee
Transfer Balance to Fund 751	\$ 53	100%
Resolution 2018-88		
Affordable Housing (751)	FY 2018-19	% Funded with Development Fee
Turley Flats Contributions	\$ 51,235	100%
Brenkle Court Contributions	\$ 130,000	100%
Legal Costs - Affordable Housing	\$ 20,472	100%
TOTAL	<u>\$ 201,708</u>	

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Fee Schedule

Storm Drain Improvements (742)	Amount per square foot: Single family residential - \$0.85 Multi-family residential - \$0.80 Office - \$1.92 Industrial - \$1.92 Commercial/Retail - \$1.92 Lodging - \$1.49
Housing Impact (744)	Amount per square foot: Residential - 2.5% of the valuation of construction Office - \$4.11 Commercial/Retail - \$5.21 Hotel/Motel - \$3.80 Winery/Industrial - \$1.26
Affordable Housing (751)	Amount per square foot: Residential - 2.5% of the valuation of construction Office - \$4.11 Commercial/Retail - \$5.21 Hotel/Motel - \$3.80 Winery/Industrial - \$1.26

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Analysis of Change in Fund Balance

	Water Impact 764	Sewer Impact 774
Beginning Balance, 7/1/18	\$ 96,022	\$ 586,581
Long-term Receivable	\$ 807,724	\$ 159,375
REVENUE		
Interest Earnings	\$ 1,945	\$ 6,434
Fees Collected	\$ 62,775	\$ 17,488
Miscellaneous Revenues	\$ 17,438	\$ 2,918
Operating Transfers In	\$ 49,413	
TOTAL	\$ 131,572	\$ 26,841
EXPENSE/EXPENDITURES		
Non Departmental Expense	\$ 688	\$ 688
Transfer to Other Funds*	\$ -	\$ -
Refunds**	\$ -	
TOTAL	\$ 688	\$ 688
Excess Revenue Over/(Under)	\$ 130,884	\$ 26,153
Ending Balance	\$ 1,034,630	\$ 772,109
Ending Bal. on Balance Sheet	\$ 1,034,630	\$ 772,109
Current Accounts Payable	\$ -	\$ (0)

Description of Fees

Water Impact (764) - This fund is used to accumulate funds from new or proposed development to pay for water system capital improvements needed to support new development

Sewer Impact (774) - This fund is used to account for the cost of constructing and improving the wastewater treatment plant and sewer collection system in order to support new development.

*See 5-year CIP adopted by City Council on May 8, 2018

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Scheduled Projects

Water Impact (764)

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
W-27 Meadowwood Tank Upgrades	FY 19/20	\$ 500,000	\$ 189,950
W-35 Bell Canyon Reservoir Improvements	FY 21/22	\$ 900,000	\$ 135,000
W-80 Dwyer Road Booster (pump station)	FY 20/21	\$ 2,590,000	\$ 421,261
W-85 Bell House Valve Replacement	FY 19/20	\$ 596,135	\$ 79,066
W-86 Holmes Tank Upgrade	FY 21/22	\$ 1,450,255	\$ 725,128
W-91 Bell Creek Inflow Weir*	FY 18/19	\$ 416,635	\$ 44,099
W-109 Bell Canyon Intake Tower Replacement*	FY 18/19	\$ 2,423,640	\$ 363,546

Sewer Impact (774)

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
S-52 WWTP Upgrades	FY 19/20	\$ 8,430,514	\$ 22,500
S-53 Reclamation Field Improvements	FY 19/20	\$ 1,400,000	\$ 203,736
S-67 Sludge Removal	FY 20/21	150,000	11,250

Expenditure by Project

Water Impact (764) FY 2018-19 % Funded with Development Fee

*Transfer for W-91 will be completed once the project is finalized.

*Transfer for W-109 will be completed once the project is finalized.

Sewer Impact (774) FY 2018-19 % Funded with Development Fee

City of St. Helena
Annual Report on Development Impact Fees, Per Government Code 66006
AB 1600 Statement FY 2018-19

Fee Schedule

Water Impact (764)	Amount per square foot: Single family residential - \$1.85 Multi-family residential - \$1.49 Office - \$1.90 Industrial - \$2.53 Commercial/Retail - \$3.67 Lodging - \$3.71
Sewer Impact (774)	Amount per square foot: Single family residential - \$0.52 Multi-family residential - \$0.77 Office - \$0.51 Industrial - \$0.69 Commercial/Retail - \$1.02 Lodging - \$1.01



Report to the City Council
Special City Council - 23 Mar 2020

Agenda Section: CONSENT:

Subject: Ratify Emergency Declaration and Confirm Rules and Regulations Related to the Protection of Life and Property as Effected by the Emergency

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On March 4, 2020, Governor Newsom declared a state of emergency for the State of California as a result of the threat of COVID-19. On March 11, 2020, Governor Newsom issued his policy recommending the cancellation of public gatherings of 250 people or more and limitations on gatherings of people who are at higher risk for COVID-19 to 10 people or fewer, and delaying or canceling meetings where attendees cannot observe at least six (6) feet of "social distance" from one another.

On March 11, 2020, the California Department of Public Health issued guidance regarding large gatherings of 250 people or more;

On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic.

On March 13, 2020, President Trump declared the coronavirus pandemic a national emergency.

On March 13, 2020, the Napa County's Public Health Officer declared a local health emergency in response to the COVID-19 pandemic.

On March 16, 2020, the City of St. Helena declared a local emergency to increase its efforts to protect the public from COVID-19. The City of St. Helena's proclamation of local emergency notes that "the imminent and proximate threat of introduction of COVID-19 in the City of St. Helena threatens the safety and health of City residents"; and

On Monday, March 16, 2020, Governor Newsom issued additional policy recommendations further restricting gatherings, for example, requesting that restaurants be closed for in-restaurant seated dining, and should be open only to drive-through or other pick-up/delivery options.

The Center for Disease Control and Prevention has advised that COVID-19 spreads easily from person to person and has issued guidelines recommending that the public adopt policies and routines to enable social distancing wherever possible. As of March 20, 2020, the pandemic has infected at least 246,276 individuals worldwide in 116 countries and is implicated in over 10,038 worldwide deaths. We are gaining more understanding of COVID-19's epidemiology, clinical course, immunogenicity, and other factors as time progresses, and the situation is changing daily.

The City of St. Helena is doing everything necessary to reduce the likelihood of exposure to COVID-19, thereby slowing the spread of COVID-19 in communities worldwide.

DISCUSSION

California Government Code section 8630 and St. Helena Municipal Code section 2.64.060 empowers the City Manager, as the Director of Emergency Services for the City of St. Helena, to proclaim the existence of a local emergency when the City Council is not in session.

On March 16, 2020, the City Manager, as Director of Emergency Services, proclaimed the existence of local emergency in the City of St. Helena in response to COVID-19. The proclamation was pursuant to St. Helena Municipal Code section 2.64.06; however, the City Council must ratify that declaration within seven days or the declaration of local emergency will not be effective thereafter.

The City may require additional assistance in the future, and a formal declaration of emergency allows additional resources to flow to the City in a timely fashion. The declaration of emergency also allows needed flexibility in staffing decisions and steps needed to continue to deliver essential services and to protect the City's residents. The declaration enables the City to more effectively respond to the outbreak, and potentially obtain reimbursement for the response.

FISCAL IMPACT

While there will be costs associated with City's emergency response to COVID-19, approval of the proclamation of a Local Emergency by the City Council has no direct

cost impact. However, it may enable potential external sources for reimbursement to costs associated with the City's emergency response.

RECOMMENDED ACTION

Resolution ratifying the City Manager/Director of Emergency Services Proclamation of Existence of a Local Emergency in Response to the Coronavirus (COVID-19), dated March 16, 2020.

ATTACHMENTS

[Resolution Ratifying CM Emergency Proclamation - COVID-19-c1-c1](#)
[St Helena COVID-19 CM Emergency Proclamation-c1](#)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA RATIFYING PROCLAMATION OF THE CITY
MANAGER, PROCLAIMING THE EXISTENCE OF A
LOCAL EMERGENCY, AND SUSPENDING THE
DISCONNECTION OF UTILITY SERVICES FOR NON-
PAYMENT DURING THE EMERGENCY AND FOR 30
DAYS THEREAFTER**

WHEREAS, Chapter 2.64 of the St. Helena Municipal Code empowers the City Council to proclaim a local emergency when the City of St. Helena is affected or threatened to be affected by an emergency; and

WHEREAS, on March 16, 2020, the City Manager, in accordance with Section 2.64.060(A) of the St. Helena Municipal Code, issued Proclamation (Exhibit A) proclaiming the existence of a local emergency relating to the worldwide spread of respiratory illness due to the novel coronavirus known as COVID-19; and

WHEREAS, the City Council must ratify the proclamation of the existence of a local emergency within seven (7) days following the proclamation; and

WHEREAS, Government Code section 8630 generally requires the City Council to review the need for continuing the local emergency at least every sixty (60) days, but as part of Governor Gavin Newsom's March 4, 2020 Declaration of a State of Emergency in California due to COVID-19, this provision has been waived for the duration of the statewide emergency, allowing the City to maintain its emergency in place until terminated by the City Council.

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of St. Helena caused by the worldwide spread of respiratory illness due to the novel coronavirus known as COVID-19; and

WHEREAS, the President of the United States and the State of California have declared states of emergency, and the County of Napa declared a public health emergency as a result of the spread of COVID-19; and

WHEREAS, the disease is having a significant health impact and has spread globally; and

WHEREAS, COVID-19 has created conditions that are beyond the control of local resources and require the combined forces of other political subdivisions to combat; and

WHEREAS, the City's ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by the State and Federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of St. Helena hereby ratifies Proclamation issued by the City Manager on March 16, 2020.

SECTION 3. The City Council of the City of St. Helena hereby declares and proclaims that a local emergency now exists throughout the City.

SECTION 4. During the existence of said local emergency, the powers, functions, and duties of the Director of Emergency Services and the Emergency Organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City.

SECTION 5. All City employees shall take all steps requested by the Director of Emergency Services to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus.

SECTION 6. During the emergency, City residents may experience financial and economic stress as normal business operations change and/or cease. The City Council hereby suspends the operation of all provisions of Chapter 13.04 of the St. Helena Municipal Code concerning water shut-off for delinquent water bills. All applicable penalties and interest on amounts owed to the City for utility service will be waived and the City will not terminate water service for a delinquent bill for the duration of the local emergency and for 30 days following the City Council's termination of the emergency.

SECTION 7. The City Manager shall forward a copy of this Resolution to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

SECTION 8. Pursuant to Section 2.64.060(B) of the St. Helena Municipal Code, the City Council approves of the Director of Emergency Services' designation of the order of succession to that office, in particular to have the following persons, in the

following order, serve as the Director of Emergency Services in the event the Director of Emergency Services is unable to attend meetings and otherwise perform his duties during an emergency: (1) the Finance Director; (2) the Planning and Building Director. (3) the Public Works Director.

SECTION 9. During the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City of St. Helena.

SECTION 10. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of St. Helena.

SECTION 11. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 12. This Resolution shall become effective immediately.

Approved at a Special Meeting of the St. Helena City Council on March 23, 2020, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Knudsen:

Council Member Koberstein:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

PROCLAMATION

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF ST. HELENA PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY REGARDING NOVEL CORONAVIRUS (COVID-19)

WHEREAS, the federal Centers for Disease Control and Prevention (“CDC”) has confirmed thousands of cases of individuals who have severe respiratory illness caused by a novel coronavirus, called COVID-19, as well as deaths caused by this illness; and

WHEREAS, the World Health Organization declared COVID-19 a pandemic, and the CDC announced that community spread of COVID-19 is likely to occur in the United States; and

WHEREAS, on March 4, 2020, California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, the increase of reported cases and deaths associated with COVID-19 has also prompted the County of Napa Public Health Officer on March 12, 2020 to proclaim a local public health emergency; and

WHEREAS, on March 13, 2020, the President of the United States declared the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, the imminent and proximate threat of introduction of COVID-19 in the City of St. Helena threatens the safety and health of City residents; and

WHEREAS, California Government Code Section 8630 and St. Helena Municipal Code Section 2.64.060 empowers the City Manager, as the Director of Emergency Services to proclaim the existence of a local emergency when the City Council is not in session; and

WHEREAS, a declaration of a local emergency will assist in a coordinated public health response to reduce transmission and illness severity, provide assistance to health care providers, coordinate and mitigate public services that may be disrupted from this emergency, and mitigate any other effects of this emergency on the citizens of the City; and

WHEREAS, Government Code section 8630 generally requires the City Council to review the need for continuing the local emergency at least every sixty (60) days, but as part of Governor Gavin Newsom’s March 4, 2020 Declaration of a State of Emergency in California due to COVID-19, this provision has been waived for the duration of the statewide emergency, allowing the City to maintain its emergency in place until terminated by the City Council.

NOW, THEREFORE, BE IT PROCLAIMED by the City Manager of the City of St. Helena, as follows:

Section 1. Pursuant to California Government Code section 8630 and St. Helena Municipal Code section 2.64.060, the City Manager hereby finds and proclaims a local emergency caused by conditions or threatened conditions of COVID-19 in the City of St. Helena, which constitutes an extreme peril of health and safety of persons within the territorial limits of the City.

Section 2. The local emergency shall be deemed to continue to exist provided that it is ratified by the City Council within seven days, and shall continue until it is terminated by the City Council.

Section 3. During the emergency, the City Manager, acting as the Director of Emergency Services, will furnish information, promulgate orders and regulations necessary to provide for the protection of life and property pursuant to California Government Code section 8634, enter into agreements, and take all actions necessary to obtain State emergency assistance to implement preventive measures to protect and preserve the residents of the City within the scope of the local emergency hereby proclaimed.

Section 4. All City Departments are hereby ordered to track costs associated with staffing, supplies, and equipment related to this emergency and to furnish the Finance Department with such information on a regular basis during the course of the emergency.

Section 5. All City employees shall take all steps requested by the Director of Emergency Services to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus.

Section 6. During the emergency, City residents may experience financial and economic stress as normal business operations change and/or cease. The City Manager will ask the City Council, in addition to ratifying this proclamation of a local emergency, to also suspend by resolution the operation of all provisions of Chapter 13.04 of the St. Helena Municipal Code concerning water shut-off for delinquent water bills. If the City Council approves of such action, all applicable penalties and interest on amounts owed to the City for utility service would continue to accrue, but the City would not terminate water service for a delinquent bill for the duration of the local emergency and for 30 days following the City Council's termination of the emergency.

Section 7. During the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City of St. Helena.

Section 8. A copy of this proclamation will be forwarded to the Director of California's Governor's Office of Emergency Services, requesting that the Director find it acceptable in accordance with State law, and that recovery assistance be made available utilizing the California Disaster Assistance Act funds, and any other local, State, or Federal Funds available to mitigate this emergency, which include, but are not limited to, weather response and repair and recovery costs.

83578.00000\32796479.1

This Proclamation is hereby issued by the City Manager, as the Director of Emergency Services.

MTI
Mark T. Prestwich, City Manager

MARCH 16, 2020



Report to the City Council
Special City Council - 23 Mar 2020

Agenda Section: CONSENT:

Subject: Consideration of resolution authorizing staff to file and administer an application for \$120,000 in grant funds associated with the Upper Valley Waste Management Agency Notice of Funding Availability

**CEQA Exempt
Determination:**

Prepared By: Preya Nixon, Asst. to the City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Upper Valley Waste Management Agency (UVA) is accepting applications for waste management related funds to support projects to be performed by UVA's member jurisdictions (Napa County, Town of Yountville, cities of St. Helena and Calistoga). These funds were generated as a result of higher than expected waste volumes from the 2017 Napa and Sonoma fires. A one-time pool of funds of approximately \$400,000 is available. Since funds were generated through rate payers of the agency, proposed projects must be conducted within the agency's boundaries and must relate to the agency's mission.

Selection Process

Each application will be evaluated for compliance with the "Requirements for Applications" listed previously. This scoring will be advisory only, and all submitted projects will be provided to the Board for their consideration. The Board retains the absolute right to fully, partially, or to not fund any submitted project at its discretion.

The Board may choose to award the entire \$400,000 in this round of proposals, or retain funds for a future Notice of Funding Availability (NOFA). The Board may choose

to only partially fund a project, in which case the submitting jurisdiction would need to determine if they have sufficient funds to make the project viable. The Board has chosen not to define a specific percentage of money of each jurisdiction. While there is a general desire to distribute funding among the jurisdictions, projects will ultimately be awarded at the discretion of the Board.

Once a project is awarded, the submitting jurisdiction must confirm, in writing, within 60 days of the Board action that they intend to move forward with their project. All projects must be completed with one year of this confirmation. Funds will be provided on a reimbursement basis (e.g. jurisdictions will provide evidence of funds spent and then be reimbursed). Jurisdictions are required to provide a close out report of their project to the Board in order to be eligible for future funds should they become available.

DISCUSSION

The Money Way Waste/Recycling Consolidation Project proposes replacing a portion of the more than 100 existing waste and recycling carts on Money Way with up to three consolidated enclosures accommodating three larger rolling bins per enclosure for food, recycling, and waste. City staff met with Upper Valley Waste Management Agency General Manager Doug Speicher and preliminarily identified three possible enclosure locations (see attached). It is anticipated this project has the potential to substantially accelerate the City's efforts to comply with the requirements of SB 1383 (Lara) that calls for the agencies to meet an edible food recovery goal of 20% by 2025.

Purpose

The purpose of this project includes:

- Substantially reducing the number of bins, thereby improving the aesthetics of the corridor.
- Improving the efficiency of waste and recycling pick up
- Reducing emissions
- Reducing potential for fire (metal bins are a more effective option for fire prevention, especially when they are in a non-combustible enclosure)
- Covering waste bins to help the City of St. Helena comply with its National Pollutant Discharge Elimination System (NPDES) permit, while also reducing the possibility of rodents and insects.

Current status of receptacles on Money Way:

Total Blue Bins = 56

Total Brown Bins = 29

Total Small Brown Bins = 6

Total Food Only Bins = 7

Total Blue (Small) Dumpster = 1

Total Brown (Small) Dumpsters = 4

Total White (Small) Dumpsters = 4

Total Bins = 98

Total Small Dumpsters = 9

Total number of receptacles on Money Way = 107

Presently, Money Way receptacles are serviced two to three times a week in early morning, and there is no set pickup schedule.

A similar project was recently implemented in Calistoga that provides several lessons learned related to logistics, cost, and customer communication. As with the consolidation project in Calistoga, it is not anticipated the project would result in billing changes to customers.

Due to the developing COVID-19 emergency, the City has not initiated contact with Money Way customers to advise them of the potential consolidation and grant opportunity at this time. Significant public outreach with businesses will be required for prior to implementation of the proposed project.

Funds Requested and Cost Estimate

The City reached out to the City of Calistoga to obtain a cost for the single waste enclosure built for their waste consolidation project. Calistoga's project cost was approximately \$150,000. However, Staff is recommending the City of St. Helena evaluate other construction and/or screening options to reduce project costs.

Staff is recommending the City submit an application for \$120,000 of grant funds. Because the City currently maintains a credit of \$41,941 with Upper Valley Disposal & Recycling Waste, it is anticipated the City will be able to work collaboratively with Upper Valley and this credit to update containers and implement other measures to assist with compliance with the new organic waste requirements associated with SB 1383.

Project schedule and location:

The attached map shows the preliminary location of the proposed three consolidated enclosures/screening locations. The City endeavors to initiate the customer outreach and complete the project in FY 20/21.

FISCAL IMPACT

If awarded, the City could receive up to \$120,000 in grant funds to consolidate waste/recycling receptacles on Money Way.

RECOMMENDED ACTION

It is recommended that the City Council review and approve the resolution authorizing the City Manager or designee to file and administer the Upper Valley Waste Management Agency Grant for up to \$120,000.

ATTACHMENTS

[Proposed location of waste/recycling enclosures on Money Way](#)

[Upper Valley Waste Resolution](#)

[City of St. Helena Grant Application](#)

MONEY WAY ENHANCEMENTS

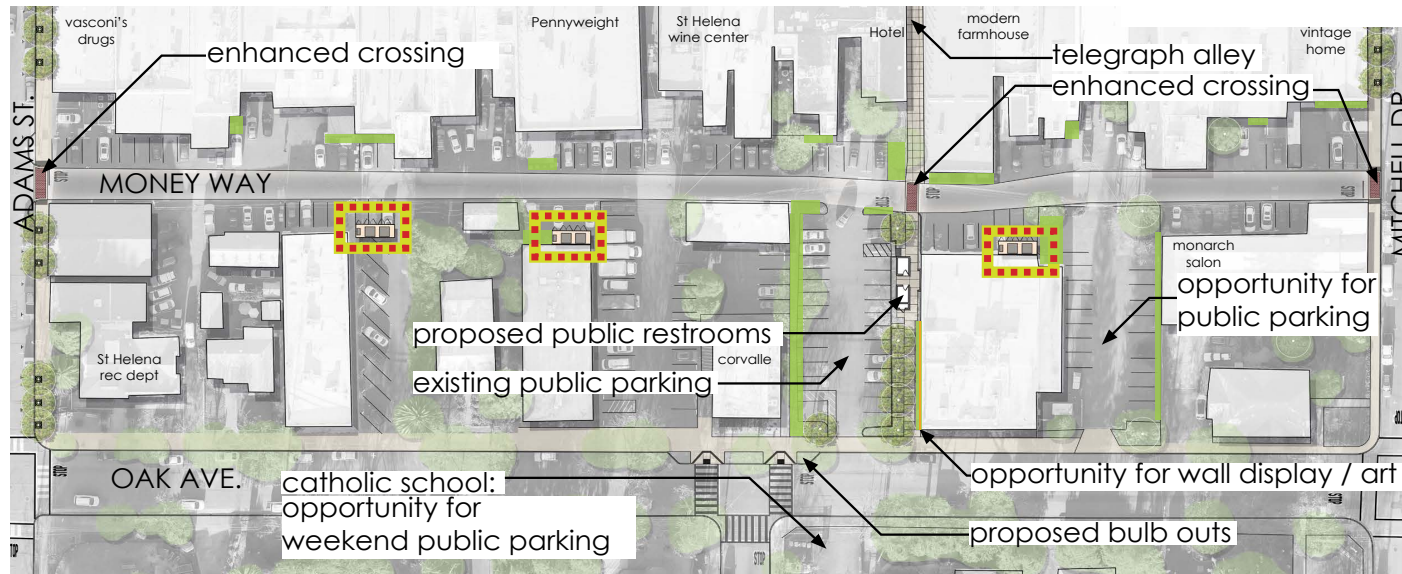
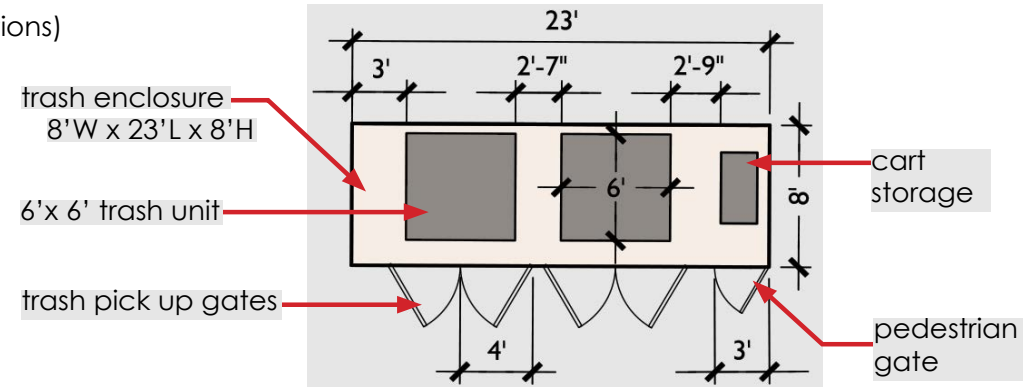


Opportunity to consolidate trash (possible locations)



Opportunity for planting, rear patio, & bike parking

- Underground overhead utilities
- Enhance pedestrian crossing



CITY OF ST. HELENA

RESOLUTION NO. 2020-__

Resolution Authorizing Application for Upper Valley Waste Management Agency Programs for \$120,000

RECITALS

- A. The Upper Valley Waste Management Agency (UVA) is accepting applications for waste management related funds to support projects to be performed by UVA's member jurisdictions.
- B. These funds were generated as a result of higher than expected waste volumes from the 2017 Napa and Sonoma fires.
- C. The City of St. Helena desires to submit a project application as described in the Agency's NOFA; and
- D. A one-time pool of funds of approximately \$400,000 total is available to projects related to the Agency's mission.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. Authorize and direct City staff to apply for and submit to Upper Valley Waste Management Agency Programs Notice of Funding Availability Grant.
- 2. In connection with the Upper Valley Waste Management grant, if the application is approved by the Agency, the City Council authorizes the City Manager to enter into, execute, for the amount of \$120,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the grant, the City's obligations related thereto, and all amendments thereto; and
- 3. The City Manager is authorized and directed to execute the City of St. Helena's, Upper Valley Waste Management Agency Programs Grant Documents, and any amendments thereto, on behalf of the City as required by Upper Valley Waste Management.

Approved at a Special City Council Meeting of the St. Helena City Council on March 23, 2020, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Koberstein: _____
Councilmember Chouteau: _____
Councilmember Knudsen: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



The City of St. Helena

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using an open and creative process."*

1480 Main Street
St. Helena, Ca 94574
Phone: (707) 967-2792
Fax: (707) 963-7748

www.cityofstheleena.org

To: Mr. Steven Lederer, Director of Public Works;
Agency Manager, Upper Valley Waste Management

From: Mark T. Prestwich, City Manager

Subject: Upper Valley Waste Management Agency Programs: Notice of Funding
Availability-Grant Application

Date: March 23, 2020

CC: John Sorensen, Fire Chief
Amanda Griffis, Environmental Resources Specialist, Napa County Public
Works

The City of St. Helena respectfully submits an application for grant funding for the following items to improve waste management and improve efficiencies for the City of St. Helena.

Description and Scope of proposed project:

The Money Way Waste/Recycling Consolidation Project is proposed to replace more than 100 existing waste and recycling carts with three consolidated enclosures accommodating three larger rolling bins per enclosure for food, recycling, and waste. City staff met with Upper Valley Waste Management General Manager Doug Speicher and preliminarily identified three possible enclosure locations.

Purpose:

The purpose of this project includes:

- Substantially reducing the number of bins, thereby improving the aesthetics of the corridor.
- Improving the efficiency of trash and recycling pick up
- Reducing emissions
- Reducing potential for fire (metal bins are a more effective option for fire prevention, especially when they are in a non-combustible enclosure)
- Implementing the requirements of SB 1383 (Lara) to improve organic food waste recovery
- Covering waste bins to help the City of St. Helena comply with its National Pollutant Discharge Elimination System (NPDES) permit, while also reducing the possibility of rodents and insects.



The City of St. Helena

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Current status of receptacles on Money Way:

Total Blue Bins = 56
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Total Bins = 98
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Total number of receptacles on Money Way = **107**

Presently, Money Way receptacles are serviced two to three times a week in early morning, and there is no set pickup schedule.

A similar project was recently implemented in Calistoga that provides several lessons learned related to logistics, cost, and customer communication. As with the consolidation project in Calistoga, it is not anticipated the project would result in billing changes to customers.

Due to the developing COVID-19 emergency, the City has not initiated contact with Money Way customers to advise them of the potential consolidation and grant opportunity at this time. Significant public outreach with businesses will be required for prior to implementation of the proposed project.

What would success look like?

For this project to be successful, the City would need to reach out to the customers and communicate the proposed change and the advantages of the waste/recycling consolidation and the positive impacts it would bring to that location.

Names, positions, and organizations involved in the project:

Erica Ahmann Smithies, Public Works Director and City Engineer
Martin Beltran, Public Works Management Analyst
Clayton Church, Public Works Operations Manager

Amount of funds requested and cost estimate supporting the request:

The City reached out to the City of Calistoga to obtain a cost for the trash enclosure built for their trash consolidation project. The project cost was approximately



The City of St. Helena

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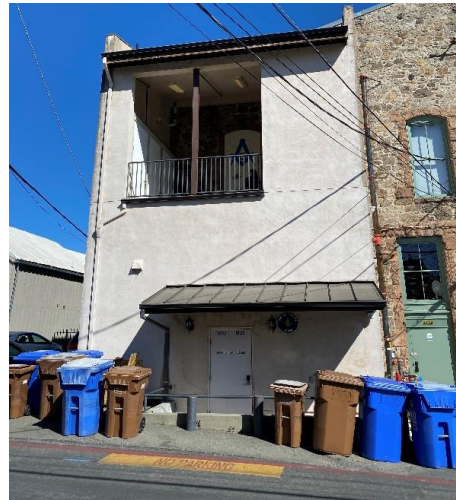
\$150,000. However, the City of St. Helena will evaluate other construction and/or screening options to reduce project costs.

The City respectfully requests \$120,000 of grant funds (as itemized below). Because the City currently maintains a credit of \$41,941 with Upper Valley Disposal & Recycling Waste, it is anticipated the City will be able to work collaboratively with Upper Valley and use this credit to update containers and implement other measures as part of this project. This is anticipated to substantially advance the City's compliance with the new organic waste requirements associated with SB 1383.

- \$10,000 for bins (\$1,100 per bin, for a total of nine bins)
- \$110,000 toward waste/recycling enclosures

Project schedule and location

The attached map shows the preliminary location of the proposed three consolidated enclosures. The City endeavors to initiate the customer outreach and complete the project in FY 20/21.



Picture of current trash receptacles on Money Way



Report to the City Council
Special City Council - 23 Mar 2020

Agenda Section: CONSENT:

Subject: Consideration and Proposed Resolution (1) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Mills Lane Storm Drain Project; (2) authorizing a budget of \$200,000 for R20-02; and (3) authorizing a budget transfer from Storm Drain Impact Fees Fund 742 to Streets Capital Improvement Fund 741 in an amount not-to-exceed \$200,000.

CEQA Determination: CEQA will be completed as part of project design

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City identified the need for a storm drain on Mills Lane from Highway 29 to the Napa River in the early 1970's. In 1974, the City designed 600' of the storm drain from the east end of Mills Lane to an outfall at the Napa River; however, nothing further was done. This storm drain was also considered in the City's 2000 Master Plan of Drainage, identified in the City's Storm Drain Impact Fees and the 2005 Highway 29 Specific Plan and its Environmental Impact Report (EIR) prepared in 2003 (SCH #2001082017). While the storm drain was considered in the above documents, the project was never implemented.

The storm drain would be constructed along Mills Lane, which is a City street for most of its length, from its intersection with State Highway 29 east to the Napa River. The proposed storm drain would be 36 inches in diameter and gradually increase to 60 inches at the river. The total length of the pipe would be approximately 4,900 feet. A 60-inch outfall would be constructed in the west bank of the Napa river.

DISCUSSION

The need for the Mills Lane Storm Drain project is in direct response to updates with the Integrated Master Utility Plan and current development proposals on Mills Lane immediately east of Highway 29 such as the Farmstead Lodge. Farmstead Lodge will need the storm drain constructed in order to complete their project. In addition to conveying stormwater that currently crosses under Highway 29 from the westside of town and as well as conveying water the runs off of properties east of Highway 29 out to the Napa River, the project will also aid in the possible potential future delivery of nearby housing units.

The City currently has right of way dedication along Mills Lane for most of its 4,900-foot length. However, the remaining pipe (approximately 600 feet) will require a dedicated public storm drain easement within an established dirt vineyard road that ends at the Napa River. In anticipation of this project, the City reached out to the Magowan family for access onto their property. The Magowan's signed a letter of intent with the City to allow for permission to enter the property, complete preliminary surveying to determine the best storm drain alignment, and identify the easement limits needed.

The work to be included at this time will include preliminary design, surveying, right of way assessment and acquisition, and environmental review with the potential for moving forward with permitting. It is the intent that construction and construction costs to complete the storm drain project will be included in the development agreement with Farmstead.

FISCAL IMPACT

The Mills Lane Storm Drain project has been identified as a specific storm drain improvement project in the City's Development Impact Fee Study and 100% of the costs for this project is covered by Storm Drain Impact Fees. Staff is recommending: (1) a budget of \$200,000 for CIP R20-02 for the preliminary design, surveying, right of way assessment, and acquisition, and environmental review, and (2) authorizing a budget transfer in an amount not-to-exceed \$200,000 from Storm Drain Impact Fees Fund 742 to Streets Capital Improvement Fund 741 upon completion of these tasks.

RECOMMENDED ACTION

Consideration and Proposed resolution (1) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Mills Lane Storm Drain Project; (2) authorizing a budget of \$200,000 for R20-02; and (3) authorizing a budget transfer from Storm Drain Impact Fees Fund 742 to Streets Capital Improvement Fund 741 in an amount not-to-exceed \$200,000 upon completion of the project.

ATTACHMENTS

[Attachment 1: Mills Lane Resolution](#)

[Attachment 2: Vicinity Map](#)

[Attachment 3: Letter of Intent](#)

CITY OF ST. HELENA

RESOLUTION No. 2020-

Resolution (1) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Mills Lane Storm Drain Project; (2) authorizing a budget of \$200,000 for R20-02; and (3) authorizing a budget transfer from Storm Drain Impact Fees Fund 742 to Streets Capital Improvement Fund 741 an amount not-to-exceed \$200,000.

RECITALS

- A. The Mill Lane Storm Drain improvement project was originally identified by the City and a portion designed in 1974. It was also considered in the City's 2000 Master Plan of Drainage, identified in the City's Storm Drain Impact Fees, as well as the 2005 Highway 29 Specific Plan and the specific plan's program environmental impact (EIR) report prepared in 2003 (SCH #2001082017); and
- B. The storm drain would be constructed along Mills Lane, which is a City street for most of its length, from its intersection with State Highway 29 east to the Napa River. The drain would be 36 inches in diameter and gradually increase to 60 inches at the river. The total length of the pipe would be approximately 4,900 feet. A 60-inch outfall would be constructed in the west bank of the Napa river; and
- C. Work at this time will include preliminary design, surveying, right of way, and environmental review with the potential for moving forward with permitting; and
- D. Staff is recommending the Fiscal Year 2019/20 Capital Improvement Program (CIP) budget be amended to include CIP Project No. R20-02 for the Mills Lane Storm Drain Project in the amount of \$200,000.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. Amends the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include R20-02, Mills Lane Storm Drain Project; and
- 2. Authorizes a budget of \$200,000 for R20-02, Mills Lane Storm Drain Project; and
- 3. Authorizes a budget transfer from Storm Drain Impact Fees Fund 742 to Streets Capital Improvement Fund 741 in an amount not-to-exceed \$200,000.

Approved at a Special Meeting of the St. Helena City Council on March 23, 2020, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Koberstein: _____
Councilmember Chouteau: _____
Councilmember Knudsen: _____

APPROVED:

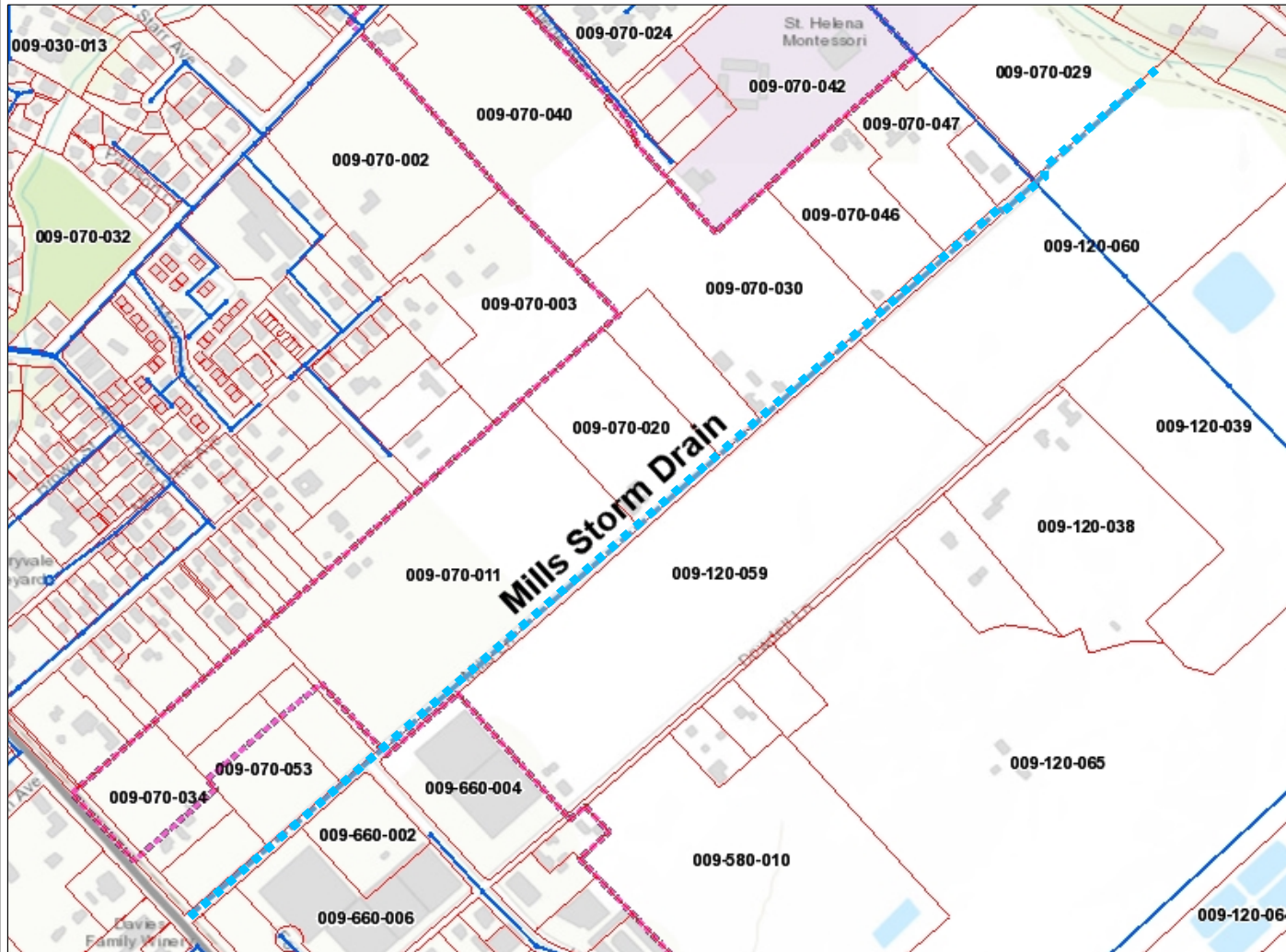
ATTEST:

Geoff Ellsworth , Mayor

Cindy Tzaopoulos, City Clerk



City of St. Helena - Vicinity Map



Legend

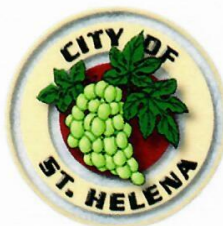
- Sanitary Sewer
- Downtown Parking
- Parcels St. Helena
- Urban Limit Boundary
- Parcels
- County Boundary
- Proposed Storm Drain

1,504.7 0 752.33 1,504.7 Feet

Disclaimer: This map was prepared for informational purposes only.
No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 3/17/2020

Notes



City of St. Helena
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1572 Railroad Ave.
St. Helena, CA 94574
Phone: (707) 968-2658

www.cityofstheleena.org

January 17, 2019

Mr. & Mrs. Peter A. Magowan
2100 Washington Street
San Francisco, CA. 94109

RE: Letter of Intent and Permission to Enter for City of St. Helena Storm Drain Easement

Dear Mr. and Mrs. Magowan:

I am writing to continue the recent conversation regarding a mutual interest in pursuing a City storm drain project along Mills Lane from Highway 29 to a new outfall at the Napa River. As part of this proposed project, the City may need a dedicated public storm drain easement on your parcel (APN No. 009-070-029) to complete the work and provide ongoing maintenance. The City is also enquiring with Charlie Crocker and the parcel immediately adjacent to yours as the storm drain alignment may be best served on the existing agricultural road that serves both parcels.

However, to start the project off, we would like this letter to serve as an initial intent and permission to enter your property so the City may contract with a surveyor and engineer to pursue the correct alignment and necessary easement for the storm drain improvements.

If this letter of intent and permission to enter accurately reflects our present understanding with respect to the above, please sign the enclosed copy of this letter and return it to the above address. We are really looking forward to partnering with you on this storm drain improvement project.

Should you require further information, please call me at (707) 968-2629.

Sincerely,

Erica Ahmann Smithies, PE
Director of Public Works/City Engineer
esmithies@cityofstheleena.org
(707) 968-2629

The undersigned agrees to grant access to the property located on Mills Lane and identified as APN No. 009-070-029 (the "Property") for the purpose of surveying and engineering activities related to the storm drain improvements described above. Such access is granted on the following conditions:

1. That the City of St. Helena provide no less than forty-eight (48) hours notice to the undersigned by contacting Susan Hallquist by either electronic mail at susan_hallquist@yahoo.com or by telephone at 415-563-5581; and
2. That the City of St. Helena shall only be permitted access to the Property if one of the owners of the Property or an agent of the owners is present on the Property at the time of such access.


Deborah J. Magowan

Date



Report to the City Council
Special City Council - 23 Mar 2020

Agenda Section: CONSENT:

Subject: Consideration and proposed adoption of a Resolution approving plans and specifications for the Rehabilitate Crane Park Tennis Courts, Project C19-02, and authorizing advertisement for bids

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Edrees Argand, Assistant Engineer

Reviewed By: Erica Ahmann Smithies, Public Works Director and City Engineer

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On February 12, 2018, the Parks and Recreation Commission developed a prioritization list for potential Capital Improvement Projects (CIP). The top priority of the Commission was the resurfacing of the Crane Park tennis courts. This project was established in the FY 2018-19 CIP budget as C19-02 Rehabilitate Crane Park Tennis Courts with a budget of \$25,000. The proposed project originally included the resurfacing of the center four courts, which have visible cracks in the playing surface and, if not addressed, will continue to deteriorate and could pose a safety risk for tennis players.

The Parks & Recreation Department held two open meetings at Crane Park next to the tennis courts for members of the tennis community and Crane Park neighbors. Invitations were sent out via email, the City's Active Registration database, social media, signage at the tennis courts, and word-of-mouth. The first meeting was held on Wednesday evening, September 26, 2018 and the second on Monday morning, October 1, 2018. Both dates and times were selected based on input from members of the tennis community, as well as some of the tennis pros who teach out at Crane Park.

Each meeting was attended by about a dozen members of the tennis community in addition to City staff, a Parks and Recreation Commissioner, and a City Council

member. Staff invited a tennis court construction consultant to each of the meetings to describe options for court replacement or resurfacing. During each meeting community members were able to share their thoughts and concerns for court resurfacing, court amenities, and aesthetics. This discussion, along with the attendee's opportunity to discuss their ideas and concerns with the consultants was very productive. Each meeting lasted about one hour. Between both meetings, there was enthusiastic support to proceed with installing a slip-sheet on the center four courts and resurfacing for the two single courts.

On October 29, 2018, the Parks and Recreation Commission discussed and endorsed the use of additional Park Impact Fees for CIP Project C19-02, Rehabilitate Crane Park Tennis Courts for a total not to exceed the amount of \$170,000. On November 27, 2018, City Council approved the recommended increase via Resolution No.2018-167.

The project will include the installation of a slip-sheet system for the center tennis courts and resurfacing of the two single courts, along with the upgrading of tennis court amenities, such as the lowering of the side fencing for the courts and installation of new chain-link fencing material.

The estimated project time is 10 weeks (six weeks for tennis courts, two weeks for the fence, two weeks for contingency). All six courts will be painted in the same color scheme. Based on feedback from the tennis community and Parks & Recreation Commission, it is recommended the courts be painted blue with a green border area.

DISCUSSION

Construction is tentatively scheduled for June 2020 but may need to be postponed until the COVID-19 emergency subsides. The final design is complete and has been approved by the Director of Public Works/City Engineer. Per the City of St. Helena Municipal Code Section 3.04.210(c), the construction costs are expected to be above \$200,000 which requires City Council approval and adoption of the plans and specifications prior to advertisement.

The Rehabilitate Crane Park Tennis Courts Project, C19-02 is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

Project plans are currently available for review at www.blueprintexpress.com/sthelenahelena. Sealed bid proposals for the project will be received at City Hall until 2:00 PM on Wednesday, April 8, 2020.

FISCAL IMPACT

The current budget for the Rehabilitate Crane Park Tennis Courts, Project C19-02, is \$170,000 from the Park Impact Fees. A summary of anticipated expenditures are presented below:

C19-02 Rehabilitate Crane Park Tennis Courts	
Construction Costs (Engineer's Estimate)	\$204,500
Construction Contingency (10%)	\$20,450
Estimated Total Project Cost	\$224,950

The current anticipated budget exceeds the current adopted project budget by approximately \$54,950. The cost increase is based on the fence refurbishments. Staff is recommending that, if necessary, a budget adjustment be recommended after bids are opened and brought to City Council for award of construction contract in May 2020.

RECOMMENDED ACTION

Staff recommends City Council to adopt a Resolution approving plans and specifications for the Rehabilitate Crane Park Tennis Courts, Project R19-02, and authorizing advertisement for bids.

ATTACHMENTS

[Attachment 1_C19-02 Resolution](#)

CITY OF ST. HELENA

RESOLUTION No. 2020-

Resolution approving plans and specifications for the Rehabilitate Crane Park Tennis Courts, Project C19-02, and authorizing advertisement for bids

RECITALS

- A. The Rehabilitate Crane Park Tennis Courts, Project C19-02, includes the installation of a slip-sheet system for the center tennis courts and resurfacing of the two single courts, along with the upgrading of tennis court amenities, such as the lowering of the side fencing for the courts and installation of new chain-link fencing material; and
- B. The plans have been completed to City standards and approved by the Director of Public Works/City Engineer; and
- C. The Rehabilitate Crane Park Tennis Courts Project is a minor alteration to an existing facility. The project site is not located in an environmentally sensitive area and there are no cumulative impacts, unusual circumstances or other factors that would make the exemption inapplicable; and
- D. The Fiscal Year 2019/2020 budget includes Project funding from 734 - Park Impact Fee.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. The Rehabilitate Crane Park Tennis Courts, Project C19-02 is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use; and
- 2. The project plans are available online and for viewing at 1572 Railroad Avenue, are hereby approved; and
- 3. The Public Works Director/City Engineer is authorized to advertise the Rehabilitate Crane Park Tennis Courts, Project C19-02.

Approved at a Special Meeting of the St. Helena City Council on March 23, 2020 by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Koberstein: _____
Councilmember Chouteau: _____
Councilmember Knudsen: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafofoulous, City Clerk



Report to the City Council
Special City Council - 23 Mar 2020

Agenda Section: CONSENT:

Subject: Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of \$255,380 with HydroScience Engineers for design services for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of \$695,380.

CEQA Determination: Project is exempt from the requirements under Section 15061(b)(3) the "General Rule" in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, Section 15262 Acceptance of Feasibility and Planning Studies and Section 15306 Information Collection in that it is purely the recommendation to negotiate a contract and the acceptance of a feasibility study. Any and all future funding and/or construction activities resulting from this action will be separately reviewed for compliance with CEQA and a formal determination made.

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena (City), in Napa County, owns and operates a Wastewater Treatment and Reclamation Plant (WWTRP) located at 1 Chaix Lane. The WWTRP and its discharge are permitted through the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB).

The City has a Water Reclamation Requirements (WRR) Order No. 87-090 to regulate effluent discharge to land and a recently updated National Pollutant Discharge Elimination System (NPDES) Permit Order No. R2-2016-0003 to regulate discharge to the Napa River. The 2016 NPDES permit contains more stringent effluent limits for biological oxygen demand (BOD) and total suspended solids (TSS), which the WWTRP anticipates it will have difficulty meeting based on historical testing.

As a result, the SFBRWQCB issued a Cease and Desist Order (CDO) No. R2-2016-0004 to the City, which mandated the WWTRP to comply with the specified interim BOD and TSS effluent limits, and to perform a Feasibility Study to evaluate and/or identify modifications to the WWTRP that would meet the new effluent limits. The SFBRWQCB issued a Compliance Schedule on January 11, 2018, outlining a schedule for compliance with the CDO.

The City entered into a Contract to have GHD prepare the Feasibility Study on May 9, 2016. The Feasibility Study was prepared by GHD and a Final Draft Feasibility Study was delivered to the SFBRWQCB on June 1, 2018, as required by the Compliance Schedule. The SFBRWQCB accepted the Feasibility Study in a letter dated July 31, 2018, and agrees with the City's approach to the Phase I WWTRP Improvements Project.

On April 9, 2019, City Council authorized the City Manager to execute a Professional Services Agreement STH Contract: FY 2019-017 in the amount of \$440,000 with HydroScience Engineers to perform select engineering services, facilitate the procurement of a design-build team, and ensure that the design of the WWTRP Project improvements are constructed in a manner and cost that meets the City of St. Helena's needs and budget in response to San Francisco Bay Regional Water Quality Control Board Order R2-2016-004.

DISCUSSION

On January 14, 2020, City Council received the Conceptual Design Report and Financial Plan and directed staff to proceed with implementation of the next steps of the project. One of those steps was to prepare the procurement for design-build implementation of the project. Staff also determined that funding the project through a United States Department of Agriculture (USDA) loans was the preferred financing method.

The USDA informed the City that design-build implementation of a project is something that, while allowed, would have the potential to result in delays in funding approval. The USDA expressed a desire to the City to have the project procurement follow a traditional design-bid-build method. As a result of those conversations with the USDA, City staff requested HydroScience to prepare an amended scope of services to provide design services for the WWTRP project and keep the project on schedule.

Project management, CEQA management services, USDA funding, and other services covered under the existing agreement will continue to be provided. The amended scope

of work covers only the additional work associated with the detailed design of the WWTRP improvements recommended in the Conceptual Design Report as well as reductions to the current scope that will no longer be necessary with the revised approach.

The timeline for completing environmental review and design bid documents is September 2020.

FISCAL IMPACT

As of February 28, 2020, HydroScience had expended \$191,679.14 of the original contract amount of \$440,000. Amendment No. 1 will eliminate several project tasks under the original agreement totaling \$200,000 which can be re-allocated towards the costs of the proposal by HydroScience's to complete design bid documents which is for an amount not-to-exceed \$455,380. Taking the savings from the original agreement into consideration, the additional funding needed for Amendment No. 1 is \$255,380 for total not-to-exceed contract amount of \$695,380.

Project S-52 WWTRP Phase 1 Upgrades design costs are within the budgeted amount in the adopted FY 2019-20 Capital Improvement Program. City staff and Hydrosience continue to coordinate and discuss with the USDA and the City's Municipal Financial Advisor on funding the construction phase of the project.

RECOMMENDED ACTION

Staff recommends City Council adopt a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of \$255,380 with HydroScience Engineers for design services for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of \$695,380.

ATTACHMENTS

[Hydro Science Attachment 1 Resolution](#)

[Attachment 2: St. Helena CDO Schedule Update 01-11-18](#)

[Attachment 3: HydroScience Engineers PSA](#)

[Attachment 4: Amendment No. 1](#)

CITY OF ST. HELENA

RESOLUTION No. 2020-

Authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of \$255,380 with HydroScience Engineers for design services for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of \$695,380.

RECITALS

- A. On April 9, 2019 the City entered into a Professional Services Agreement with HydroScience Engineers to perform select engineering services, facilitate the procurement of a Design-build Team, and Ensure that the Design of the WWTRP Project Improvements are constructed in a manner and cost that meets the City of St. Helena's needs and budget in response to San Francisco Bay Regional Water Quality Control Board (Board); and
- B. The Wastewater Treatment and Reclamation Plant is operated under terms and conditions of Board orders R2-2016-0003, 87-090, and Cease and Desist Order R2-2016-0004; and
- C. City staff were advised by the United States Department of Agriculture loan representative that the project should move forward as a design-bid-build project and not a design-build project; and
- D. The Agreement's current Scope of Services do not include the funds or the additional work needed to allow HydroScience Engineers to complete final design and bid documents in order to advertise and bid the project; and
- E. City staff requested HydroScience to prepare an amended scope of services to provide design services for the WWTRP project and meet the City's Cease and Desist Order requirements and deadlines.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Authorizes the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of

\$255,380 with HydroScience Engineers for design services for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of \$695,380.

Approved at a Special Meeting of the St. Helena City Council on March 23, 2020 by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk

EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION**San Francisco Bay Regional Water Quality Control Board**

Sent by email
Confirmation of Receipt Requested

January 11, 2018
CW-258386

City of St. Helena
ATTN: Erica Ahmann Smithies
1480 Main Street
St. Helena, CA 94574

**Subject: St. Helena Wastewater Treatment and Reclamation Plant –
Groundwater Investigation and Cease and Desist Order
Revised Compliance Schedule**

Dear Ms. Ahmann Smithies:

We received the City's December 27, 2017, request to revise deadlines included in our September 15, 2017, letter to comply with Cease and Desist Order No. R2-2016-0004 (CDO) and the Water Board's Notice of Violation dated November 7, 2016. The City made this request because the Napa fires in October 2017 delayed the groundwater investigation. The City wishes to ensure there will be sufficient time to construct plant upgrades.

We agree that additional time to complete these tasks is appropriate. We will not initiate enforcement for the deadlines associated with CDO Table 3 or for failure to submit a complete Report of Waste Discharge as required by the November 7, 2016, Notice of Violation, as long as the City completes the following tasks according to the schedule below:

Task	Description	Due Date
1	Submit a Draft Groundwater Investigation/Fate and Transport Modeling report. The numerical model developed for the report must be capable of estimating the direction, speed, and volumetric flow of groundwater beneath and downgradient of the land application area. Additionally, the City shall characterize the impact of wastewater discharges on groundwater flow and levels. The City shall use the results of groundwater modeling work to determine the effect of wastewater discharges on groundwater. Based on these results, the City shall propose short-term strategies deemed necessary to minimize any impacts.	March 1, 2018
2	Submit the Final Groundwater Investigation/Fate and Transport Modeling report. This report shall incorporate any necessary changes in response to Water Board staff	June 1, 2018

DR. TERRY F. YOUNG, CHAIR | BRUCE H. WOLFE, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | www.waterboards.ca.gov/sanfranciscobay



St. Helena Wastewater Treatment Plant

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January 11, 2018

	comments. It shall also include as-built construction drawings of the newly installed monitoring wells, a map showing the well locations, and the water quality information described in Sections 5.2 and 5.3 of the City's August 31, 2017, <i>Monitoring Well Installation and Monitoring Network Workplan</i> .	
3	Submit a Revised Feasibility Study that incorporates the groundwater report information and any necessary changes in response to Water Board staff comments.	June 1, 2018
4	Submit a Draft Interim Wastewater Discharge Management Plan that describes how the City will manage treated wastewater to protect groundwater from nutrient impacts while the City constructs its new or modified treatment system.	June 1, 2018
5	Submit the Final Feasibility Study that incorporates any necessary changes in response to Water Board staff comments.	August 1, 2018
6	Submit a Monitoring Well Installation Completion Report that documents installation of the monitoring wells.	April 1, 2018
7	Submit the Final Wastewater Discharge Management Plan that incorporates any necessary changes in response to Water Board staff comments.	August 1, 2018
8	Submit a Draft Workplan for implementing the preferred alternative selected in the Final Feasibility Study. This report shall include plans for financing the preferred alternative.	August 1, 2018
9	Submit the Final Workplan for implementing the preferred alternative that incorporates any necessary changes in response to Water Board staff comments.	October 1, 2018
10	Submit a Draft Design for the preferred alternative.	April 1, 2019
11	Submit the Final Design for the preferred alternative that incorporates any necessary changes in response to Water Board staff comments.	October 1, 2019
12	Submit documentation of the completion of Final Workplan implementation and begin operation of the new or modified treatment system. (CDO Table 3, task f)	December 1, 2021
13	Submit a report evaluating the effectiveness of the new or modified treatment system and whether it is likely to meet the requirements of the NPDES permit. Identify and implement measures to ensure compliance. (CDO Table 3, task g)	September 1, 2022
14	Achieve full compliance with the 2016 Permit effluent limits listed in CDO Table 1. (CDO Table 3, task h)	March 1, 2023
15	Submit Quarterly Groundwater Monitoring Reports providing the groundwater monitoring results of the previous quarter for the parameters listed in Section 5.2 of the City's August 31, 2017, <i>Monitoring Well Installation and Monitoring Network Workplan</i> .	Every January 1, April 1, July 1, and October 1 each year, starting April 1, 2018

St. Helena Wastewater Treatment Plant

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January 11, 2018

You may contact Vincent Christian at (510) 622-2336 or vchristian@waterboards.ca.gov if you have any questions.

Sincerely,

Bruce H. Wolfe
Executive Officer

cc:

Danyal Kasapligil
Dellavalle Laboratory, Inc.
1920 W. McKinley Avenue, Suite 110
Fresno, CA 93728

Danyal Kasapligil
502 Mace Blvd, Suite 2B
Davis, CA 95618

Bean Family Vineyards, LLC
Attention: Mr. James Bean
420 Palm Street
Palo Alto, CA 94301

Jack Neal & Son Vineyard Management
Attention: Mr. Mark Neal
360 La Fata Street
St. Helena, CA 94574

Copy (sent by email):

Becky Mitschele, U.S. EPA, Region 9, becky.mitschele@epamail.epa.gov>
SWRCB DWQ, NPDES_Wastewater@waterboards.ca.gov
Ken Greenberg, U.S. EPA Region 9, greenberg.Ken@epamail.epa.gov
Cris Carrigan, SWRCB Office of Enforcement, Cris.Carrigan@waterboards.ca.gov
Chris Malan, Cmalan1earth@gmail.com
Alex Culick, GHD Engineering, alex.culick@ghd.com
Kristine Corneillie, Larry Walker Associates, KristineC@lwa.com
Friends of the Napa River, info@fonr.org
Melissa Thorme, mthorme@DowneyBrand.com

STH CONTRACT: FY 2019-077

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 9, 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City), and HydroScience Engineers (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Phase I Wastewater Treatment and Reclamation Plant Upgrade Conceptual Design and Owner's Representative.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, "Scope of Services"**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed \$440,000, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount,

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HydroScience Phase 1 WWTRP Conceptual Design

and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall 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 hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

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HydroScience Phase 1 WWTRP Conceptual Design

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$3,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$3,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior

written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to 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, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have

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HydroScience Phase 1 WWTRP Conceptual Design

first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

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

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City

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relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
 1480 Main Street
 St. Helena, California 94574

To Consultant: Curtis Lam
 HydroScience Engineers
 741 Allston Way
 Berkeley, CA 94710

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

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HydroScience Phase 1 WWTRP Conceptual Design

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: 
Name: Curtis Lam
Title: President

City:

By: 
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

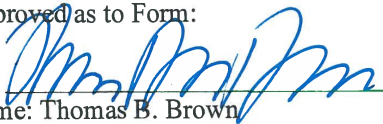
By: 
Name: Thomas B. Brown
Title: City Attorney

Exhibit A
“Scope of Services”

**Scope of Services for the City of St. Helena Phase I Wastewater Treatment
and Reclamation Plant Upgrade Conceptual Design and Owner’s
Representative**

Project Understanding

The San Francisco Bay Regional Water Quality Control Board (RWQCB) issued NPDES Permit No. CA 00038016 (Order No. R2-2016-2016-0003) and Cease and Desist Order (CDO) No. R2-2016-0004 to the City in 2016. Included in the Waste Discharge Requirements (WDRs) are new effluent limitations and a time schedule order (TSO) for compliance with the permit, including requirements for completing a feasibility study, design, and construction of a new or modified treatment system that complies with the new effluent limitations.

The City completed the Feasibility Study in 2017 which included a review and recommended options to upgrade the existing pond system at the WWTRP. That study recommended plant improvements for a proprietary PETRO process, which combines ponds, trickling filters, a settling tank, tertiary filtration, electrical upgrades, infiltration pond, and upgrades to the existing chlorine disinfection system. The City estimates that the total construction cost of this project would be approximately \$14.1M, and that procurement would be handled through a Design-Bid-Build procurement method.

Following completion of the 2017 Feasibility Study, the City is looking to evaluate and implement an alternate method of wastewater treatment that would be more robust in meeting future effluent limitations, and would be modular in its design so that the City would have the ability to cost-effectively expand the system to meet anticipated buildout flows. Thus, the City is pursuing implementation of a treatment process to meet current NPDES permitted capacity of 0.5 MGD and new discharge limitations, with the flexibility to cost-effectively expand to the buildout capacity of 0.65 MGD. The existing pond systems could continue to be utilized, in part, for equalization and emergency storage.

To date, the City requested one extension of the TSO due to the 2017 fires, and is considering requesting another TSO modification to allow for Design-Build (DB) implementation. The potential TSO modification is not intended to delay of the construction of the treatment system and compliance with the new effluent limitations, but would modify the interim TSO dates to

facilitate consideration of alternate treatment processes and a DB procurement method in lieu of design-bid-build.

The City is seeking an Owner's Representative to perform select engineering services, facilitate the procurement of a DB team, and ensure that the WWTRP project improvements are constructed in a manner and cost that meets the City's needs and budget. This proposal will provide the City with the first two phases of Owner's Representative services to help define the project; acquire consultants to help with funding and permitting; preparing procurement documents; and managing the procurement of the DB contractor.

The initial phase is expected to include the following tasks:

- **Task 1 – Develop WWTRP Conceptual Design Development Report.** It is expected that a new tertiary treatment process comprised of either a sequencing batch reactor (SBR) or membrane bioreactor (MBR) treatment process will be considered and will include upgrades to the headworks, disinfection system, and connectivity to the existing plant. The new plant will be sized to meet the current flows and loads and be expandable to accommodate current General Plan buildout conditions. Cost estimates will be developed to reflect the new project requirements.
- **Task 2 – Funding Support.** Based on the capital cost estimates, the City will need to determine the amount of funding that will be required from external agencies (e.g. United States Department of Agriculture [USDA]), and how repayment of the loan would impact wastewater rates.
- **Task 3 – Permitting Support.** This task will include support for the RWQCB permitting process, including support for compliance with the CDO TSO. Preparation of a Report of Waste Discharge (ROWD) would be deferred until a future phase.
- **Task 4 – Phase 1 Project Management and Coordination.** As the Owner's Representative, we will keep the City informed on this first phase and meet with staff, Council, and other stakeholders as appropriate to facilitate communications, reporting, and approvals.

Once the City has confirmed their capital planning for the new WWTRP project, work on the second phase can proceed. The second phase will include additional permitting support in the form of ongoing support for compliance with the CDO TSO, preparation of a ROWD, and a number of new additional tasks to facilitate selection of a DB contractor team, including the following.

- **Task 5 – ROWD and Permit Application.** A ROWD is required to support replacement of the existing permit with a new permit that includes information on new and modified facilities; and updated flow, storage, and disposal conditions. The Owner's Representative will prepare a ROWD and permit application for the purpose of complying with the CDO and obtaining a permit for the operation of the new facility.
- **Task 6 – CEQA Compliance Procurement and Oversight.** CEQA compliance will be necessary to facilitate the selection of a DB contractor. The Owner's Representative will facilitate the procurement and management of a CEQA consultant once the Project is defined and agreed upon by the City.
- **Task 7 – Direction and Management of the Bridging Documents.** The Owner's Representative will prepare the bridging documents for the DB project team and manage the procurement of a DB contractor to provide these services.

- **Task 8 – Phase 2 Project Management and Coordination.** As the Owner's Representative, we will keep the City informed on this second phase and meet with staff, Council, and other stakeholders as appropriate to facilitate communications, reporting, and approvals.

The second phase of engineering services would be executed upon written authorization from the City. The third phase of engineering services would be executed as part of a separate authorization from the City. This scope of work contains the engineering services associated with the first and second phase of the project, and is further detailed below.

Scope of Work

The scope of work for the first phase of the project is divided into four tasks, as detailed below.

Task 1 – Develop WWTRP Conceptual Design Development Report

The purpose of this task is to evaluate and develop a new alternative for the WWTRP. The two alternatives to be evaluated include a new headworks, followed by either SBR with tertiary filtration or a MBR, then disinfection with either ultraviolet (UV) or chlorine. The new treatment process will be capable of treating 0.5 MGD (expandable to 0.65 MGD), comply with the effluent water quality requirements in the existing NPDES permit and anticipated future NPDES permit requirements, and utilize existing plant features to reduce costs and increase plant reliability, as appropriate. It is assumed that all effluent produced by the new WWTRP will be a suitable water quality to be discharged seasonally to a surface water, used for spray field land disposal, or for construction water purposes.

HydroScience shall conduct a Conceptual Design Workshop with City staff to discuss the previously developed design decisions and criteria, review conceptual layouts for the new site, and confirm the treatment options to be evaluated. This meeting will be intended to capture any other changes the City would like to incorporate into the revised design documents in addition to the aforementioned changes to the treatment process.

Based upon the decisions made in the Conceptual Design Workshop noted above, HydroScience shall prepare a treatment plant process alternative evaluation from the headworks through discharge, with a particular focus on comparing the SBR and MBR capital costs. The alternatives analysis will include both cost and non-economic factors.

It is expected that the conceptual design will include the location of each unit process footprint, quantify building heights, identify utility connections, and address how the new WWTRP will interface with the existing plant. Any required permits or permit compliance items will also be identified including a schedule of compliance, and identification of the lead entity in obtaining permits.

A Draft Conceptual Design Development Report will be prepared that describes the alternatives evaluated and the details of the recommended project. Comments on the Conceptual Design Development Report from the City will be incorporated into a final report. The final version of the Conceptual Design Development Report will be included and/or referenced with the DB Request for Proposals (DB RFP) and updated to incorporate any changes to the project identified in the subsequent tasks noted above.

It is expected that the Conceptual Design Development Report will be presented to the City Council for concurrence. HydroScience will prepare a presentation and be available to speak or respond to questions, as directed by the City.

HydroScience shall develop a preliminary schedule showing the major milestones from design validation through selection of the DB entity, development of the Guaranteed Maximum Price, construction, commissioning, and post construction activities. The schedule will be developed in Microsoft Project.

An allowance of \$75,000 has been established for this task.

Deliverables:

- Conceptual Design Workshop – agenda, materials, and minutes – all in PDF format
- Conceptual Design Report – draft and final – PDF format.
- Preliminary Project Schedule – PDF format

Task 2 – Funding Support

HydroScience will provide as-needed assistance to the City to ensure compliance with financing requirements administered by the USDA. Services may include monthly reporting, bidding requirements, assisting the City in addressing and producing documents to respond to USDA staff requests and comments, and coordinating document reviews by USDA staff.

Based on the proposed project schedule, loan terms, and interest rates, HydroScience will work with the City to analyze how implementation of the project will be projected to impact sewer rates. HydroScience will either work with the City to perform the services or procure an experienced consultant to complete this on the City's behalf. It is assumed that the consultant will be contracted under a separate authorization.

An allowance of \$14,000 has been established for this task.

Task 3 – Permitting Support

There are two elements of the RWQCB permitting support: the first is to provide support for CDO compliance, and the second is preparation of the ROWD and permit application. This initial phase of work includes support for CDO compliance only.

Compliance support for CDO No. R2-2016-0004: HydroScience will provide support to the City in order to comply with the existing CDO and the revised TSO dated January 11, 2018. It is our understanding that the remaining tasks for the CDO included in this initial phase are as follows:

- Submit a Draft and Final Interim Wastewater Discharge Management Plan
- Submit a Draft and Final Workplan for implementation of the preferred alternative

Future Project phases will include the following submittals to the State:

- Submit a Draft and Final Design for the preferred alternative
- Submit documentation confirming the implementation of the Final Workplan and operation of the treatment system
- Submit a report evaluating the effectiveness of the new treatment system to meet discharge limits

It is expected the Draft and Final Conceptual Design Report developed in Task 2 will serve as the Workplan for the purpose of CDO compliance. It is unknown whether the RWQCB will require resubmittal of the draft and final Feasibility Study as the current Study does not evaluate the SBR and MBR treatment alternatives. We are assuming that the initial effort will coordinate the initial phase bullets identified above. Additionally, we will provide communication support to the City in requesting modifications to the internal TSO deadlines, as needed.

An allowance of \$25,000 has been established for this task.

Task 4 – Phase 1 Project Management and Coordination

HydroScience will perform project management and administrative tasks as required to implement the project. These services will start with a Project kick-off meeting, and then continue through with in-person monthly meetings and bi-weekly conference calls with the City Project Manager. Meetings will be used to keep the City informed of HydroScience's performance, budget status, scope changes, and to resolve issues as they arise.

As necessary, or as directed by the City, HydroScience shall attend meetings with other stakeholders, including but not limited to City Hall (Legal or City Manager) or City Council meetings when the project is on the agenda. HydroScience shall work with City staff to prepare presentation materials when necessary, including but not limited to: PowerPoint slides, printed materials, and/or mounted graphics.

HydroScience's Project Manager will attend the kickoff and monthly meetings in person. Additional team members may attend the meetings in person or on the phone. All bi-weekly conference calls will be via teleconference.

Assumptions:

- Kickoff meeting: One (1) meeting, 4-hour duration
- Monthly meetings: Four (4) meetings, 1-hour duration
- Bi-weekly conference calls: Four (4) conference calls, 30 minute duration

An allowance of \$6,000 has been established for this task. It is assumed that these services will be provided for up to four months.

Deliverables:

- Meeting agenda and minutes (PDF format)
- Presentation materials (PPT or PDF format)

Phase 2 Work

Once the City has confirmed their capital planning for the new WWTRP project, the next steps associated with Phase 2 can proceed. Phase 2 will include additional permitting support in the form of ongoing support for compliance with the CDO TSO, preparation of a ROWD, and a number of new additional tasks to facilitate selection of a DB contractor team, as follows below. HydroScience may proceed with these tasks upon written authorization from the City.

Task 5 - ROWD and Permit Application

HydroScience will prepare a ROWD and permit application for the purpose of renewing the existing WDRs. The ROWD will support a complete replacement of the existing permit with a new permit that contains updated information on the new and modified facilities and an updated water balance reflecting proposed flow, storage, and disposal conditions.

Meetings

- One preparation meeting onsite with City
- One meeting at the Water Board to discuss the Tentative Draft WDR issued by the Water Board

Deliverables

- Internal Draft ROWD
- Final ROWD issued to the Water Board

Assumptions

- The City will collect and provide water quality data, historical flow data, operations and monitoring data, and other requested data in support of ROWD development.
- Any water characterization (sampling and lab analysis) required will be performed by others.
- An anti-degradation analysis will not be required

An allocation of \$55,000 has been established for this task.

Task 6 – CEQA Compliance Procurement and Oversight

The City released a new draft of the General Plan update and the accompanying Environmental Impact Report (EIR) in October 2018. The public comment period closed on January 2, 2019. Once the City has collected the comments and responded to them, the General Plan and final EIR will be submitted to the Planning Commission and City Council for public hearings. The Council's final decision is tentatively scheduled for late winter/early spring 2019.

Per the draft EIR, "Subsequent CEQA review at the project level may be required to determine whether significant environmental effects would result from the construction of water distribution lines, wastewater collection system components, storm drainage conveyance pipes, and any onsite storage or pumping facilities on development sites, or other utilities improvements. Once specific projects are proposed, project-level environmental review will occur when proposed development plans are prepared."

Once the details of the revised WWTRP project are known, a project-level environmental review will be required. If the improvement work does not result in potentially significant impacts, the City could expect a finding of Negative Declaration or a Mitigated Negative Declaration. HydroScience will facilitate the procurement and management of a consultant to complete the necessary CEQA documentation. It is assumed that the consultant will be contracted under a separate authorization.

An allowance of \$25,000 has been established for this task.

Task 7 – Direction and Management of the Bridging Documents

For this task, HydroScience shall direct and develop the necessary DB Proposal procurement documents. It is expected that the Procurement will be a two-step process comprised of a Request for Qualifications (RFQ) and Bridging Documents/RFP. Activities to be considered as part of this task include the following:

Prepare Request for Qualifications: As part of this task, HydroScience shall assist in the development of the necessary RFQ procurement documents. The RFQ will be based on industry standard documents and best practices, and include criteria such as:

- Contractor/Engineer experience with the DB delivery method
- History of meeting costs and schedule
- Client references
- Proposed key personnel and team members
- Financial and bonding information
- Quality and safety
- Claims and litigation

HydroScience shall also prepare a draft DB Agreement based on a Design-Build Institute of America agreement or an Engineers Joint Contract Document Committee agreement. This Agreement will include details specific to the Project, and will be developed in consultation with City legal staff. A draft copy of the Agreement will be presented to the City for review and comment. The City is responsible for obtaining any necessary legal, insurance, or tax advice that it deems necessary.

HydroScience shall prepare for and conduct a workshop to review City comments to the draft RFQ package and draft DB Agreement. Review of the draft Agreement as led by the City will also be performed during the workshop. Topics to be discussed in the meeting include:

- Terms and conditions review to evaluate risk that will ultimately be translated into the procurement document
- Form of draft contract and risk language to be discussed and strategy developed
- Review of draft technical documents to be included
- Identification of legal forms, affidavits and other requirements
- Finalize evaluation and scoring determination for qualifications process

From the workshop, the RFQ documents shall be updated and finalized to make them suitable for distribution.

RFQ Procurement: Under this task, HydroScience shall work with the City to distribute, advertise, and serve as the Owner's Representative for the prequalification of prospective DB teams. The City shall distribute the RFQ on their website, and HydroScience will help advertise the project on lead services, builders' exchanges, or elsewhere as appropriate.

The RFQ Procurement process will include a meeting with prospective bidders for the RFQ. Items to be prepared and/or presented include the following:

- Sign in sheet
- Agenda
- Introductions
- Review of the Project
- Review of the Qualification Package including schedule and prequalification criteria
- HydroScience will lead a visit to the Project site and point out design elements and features, as appropriate.
- HydroScience shall draft responses to questions from prospective proposers and prepare addenda that provide supplementary details, clarifications, and/or revise the drawings and specifications, as needed and directed by the City. It's assumed up to two addenda will be issued.

At the conclusion of the prequalification process, statements of qualification (SOQs) from prospective bidders will be received. HydroScience shall assist the City in reviewing the SOQ documents including qualifications, guarantees, and bonds and insurance certificates. HydroScience shall provide a written summary on our findings and conduct a review meeting with the City to finalize the top three qualified Teams.

Deliverables:

- RFQ Package (PDF)
- Meeting agenda, presentation materials, and meeting minutes (PPT, PDF)
- Sign-in-Sheet (PDF)
- RFQ Addenda (up to two – PDF)

Prepare Bridging Documents/Request for Proposals: HydroScience will prepare a combination of performance and design specifications. The drawings and specifications together with other legal documents make up the bridging contract documents, which also serve as the form of the DB RFP. The DB RFP will be used to select the DB Team from the previously pre-qualified Teams. Information in the DB RFP will include:

- Background and objectives
- Procurement process and scope of services
- Process for innovative options offered by the proposers
- Draft contract including insurance and bonding
- Requirements for sole-sourcing, pre-selection or pre-qualifying suppliers
- Evaluation criteria
- Technical performance criteria

HydroScience shall prepare for and conduct a workshop to review the City's comments to the draft RFP. This meeting will be attended by key members of the HydroScience Team. Topics to be discussed in the meeting include:

- Terms and conditions review to evaluate risk that will ultimately be translated into the procurement document
- Form of draft contract and risk language to be discussed and strategy developed
- Review of draft technical documents to be included
- Identification of legal forms, affidavits and other requirements
- Finalize evaluation and scoring determination for qualifications process for both technical and pricing components

From the workshop the documents shall be updated to incorporate City comments and finalized. The Bridging Documents/RFP will be distributed to the prequalified DB Teams.

Proposal Process: Under this task, HydroScience shall work with the City to distribute, advertise, and serve as the Owner's Representative for the selection of prospective DB Teams. HydroScience shall distribute the Bridging Documents/RFP to the prequalified bidders. HydroScience shall prepare for and attend the RFP Pre-Proposal Meeting. Items to be prepared and/or presented include the following:

- Sign in Sheet
- Agenda
- Introductions
- Review of the Project
- Review of the Bridging Documents/RFP package including schedule and prequalification criteria

- HydroScience will lead a visit to the Project site and point out design elements and features, as appropriate.
- HydroScience shall draft responses to questions from prospective proposers and prepare addenda that provide supplementary details, clarifications, and/or revise the drawings and specifications, as needed and directed by the City. It is assumed up to two addenda may be issued.

HydroScience shall assist the City in reviewing the proposal documents including any changes to the terms and conditions, legal forms, affidavits, pricing, and other requirements. We will provide a written summary on our findings and conduct a review meeting with the City to finalize the top DB Team. This review will also include a discussion regarding any changes proposed by the DB Team to the proposal agreement.

Deliverables:

- Bridging Documents/RFP Package (PDF)
- Meeting Agenda and Presentation Materials (PDF)
- Sign in Sheet (PDF)
- RFP Addenda (up to two – PDF)

An allocation of \$150,000 has been established for this task.

Task 8 – Phase 2 Project Management and Coordination

HydroScience will perform project management and administrative tasks as required to implement Tasks 5 thru 7. These services will start upon written authorization of Phase 2 from the City. HydroScience will hold in-person monthly meetings and bi-weekly conference calls with the City Project Manager. Meetings will be used to keep the City informed of HydroScience's performance, budget status, scope changes, and to resolve issues as they arise.

As necessary, or as directed by the City, HydroScience shall attend meetings with other stakeholders, including but not limited to regulatory agencies, City Hall (Legal or City Manager) or City Council meetings when the project is on the agenda. HydroScience shall work with City staff to prepare presentation materials when necessary, including but not limited to: PowerPoint slides, printed materials, and/or mounted graphics.

HydroScience's Project Manager will attend the monthly meetings in person. Additional team members may attend the meetings in person or on the phone. All bi-weekly conference calls will be via teleconference.

Assumptions:

- Monthly meetings: Eight (8) meetings, 1-hour duration
- Bi-weekly conference calls: Eight (8) conference calls, 30 minute duration

An allowance of \$15,000 has been established for this task. It is assumed that these services will be provided for up to eight months.

Deliverables:

- Meeting agenda and minutes (PDF format)
- Presentation materials (PPT or PDF format)

Phase 3 Work – Future

Following selection of a DB contractor, a third phase of engineering services will be required that are expected to include management of the DB contractor, construction management, continued permitting support, and other tasks, as needed. This scope of work will be fully developed as part of a subsequent authorization. We expect that the timing of this authorization will coincide with selection of the DB Team and at the time a contract is brought to Council for selection of the DB Team that a companion contract will also be brought to Council for additional Owner's Representative services. The intent will be to match the project requirements and the terms of the contract with the DB Team.

Proposed Team, Schedule, and Budget

Our proposed team will include Curtis Lam as your Project Manager and Rhodora Biagtan as your Project Engineer. They will oversee HydroScience efforts to prepare the Conceptual Design Development Report, support and analyze funding options, and coordinate compliance with the CDO and the RWQCB. Curtis and Rhodora will be your primary day-to-day contacts, and we expect that they will continue to serve as your primary contacts through the subsequent project phases.

We expect that the first phase of work will require approximately four months to complete and the second phase will require approximately eight months to complete. The Conceptual Design Development Report will be prepared and submitted within eight weeks of issuance of notice to proceed. We expect that a meeting with City staff will occur approximately three weeks after submittal of the Draft Report. HydroScience will then provide as-needed support for subsequent project coordination work with other City staff and/or Council at the specific direction of the City.

Exhibit B “Compensation”

A summary of our expected budget by task is as follows:

Phase 1 Effort – Base Services

Task 1 – Develop WWTRP Conceptual Design Development Report \$75,000

Task 2 – Funding Support \$14,000

Task 3 – Permitting Support \$25,000

Task 4 – Phase 1 Project Management and Coordination \$6,000

Phase 1 Subtotal: \$120,000

Phase 2 Effort – Optional Services

Task 5 – ROWD and Permit Application \$55,000

Task 6 – CEQA Compliance Oversight and Procurement \$25,000

Task 7 – Preparation of Bridging Documents \$150,000

Task 8 – Phase 2 Project Management and Coordination \$15,000

Phase 2 Subtotal: \$245,000

Contingency: \$75,000

Phase 1 and 2 Total \$440,000

A contingency was included to account for unanticipated work that may be required, and to provide the City with the flexibility to proceed with additional required tasks in an efficient manner. Similar to the Phase 2 effort, no work would be performed on the budget allocated in the Contingency without specific City approval.

All work will be performed in accordance with the professional services agreement between the City and HydroScience. Services will be invoiced on a time and materials basis in accordance with standard billing rate schedule in effect when services are rendered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KRAFT INSURANCE BROKERAGE 2095 Hilltop Drive, Suite A Redding, CA 96002 License#: 0F42592		CONTACT NAME: Seth Riddell PHONE (A/C, No, Ext): (530)605-4780 FAX (A/C, No): E-MAIL ADDRESS: seth@kraftib.com															
INSURED Hydrosience Engineers, Inc. 10569 Old Placerville Road Sacramento CA 95827		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: American Fire & Casualty Company</td> <td>24066</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: The Hartford Casualty Insurance Company</td> <td>14397</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: American Fire & Casualty Company	24066	INSURER C: Continental Casualty Company	20443	INSURER D: The Hartford Casualty Insurance Company	14397	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	680-5H558974-18-47	12/18/2018	12/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAA(20)56353680	2/9/2019	2/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-4536T31A-18-47	12/18/2018	12/18/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECAC8RVL	3/1/2019	3/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH288365407	12/18/2018	12/18/2019	Per Claim: \$5,000,000 Annual Aggregate: \$5,000,000 Deductible: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Owners Representative

The City of Helena and their officials, officers, agents and employees are included as additional insureds for general and auto liability for the coverages afforded herein. Coverage is primary and non-contributory and includes waiver of subrogation.

CERTIFICATE HOLDER

CANCELLATION

City of Helena 1480 Main Street St. Helena, Ca 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Policy Number: 680-5H558974-18-47

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Insured: Hydrosience Engineers, Inc.

Policy Number: 680-5H558974-18-47

Insurance Company: Travelers Property Casualty
Company of America

Expiration Date: 12/19/2019

Policy Number: 680-SH558974-18-47

COMMERCIAL GENERAL LIABILITY

or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this Insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC AC8RVL

Endorsement Number:

Effective Date: 03/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Hydrosience Engineers, Inc.
10569 OLD PLACERVILLE RD
SACRAMENTO CA 95827

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by

Authorized Representative

Form WC 04 03 06

(1) Printed in U.S.A.

Process Date: 02/19/19

Policy Expiration Date: 03/01/20



Professional Liability and Pollution Incident Liability Insurance Policy

Insurer with information on the time, place and nature of the claim;

3. immediately forward to the Insurer all documents that the **Insured** receives in connection with the claim;
4. fully cooperate with the Insurer or the Insurer's designee in the defense of a claim, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the Deductible amount when due.

After the **Insured** reports a circumstance or a claim is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

C. The **Insured's** Rights and Duties in the Event of a Circumstance

If the **Insured** reports a circumstance for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the Insurer can reasonably provide regarding:

1. what happened and the professional services or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such circumstance;

then any claim or related claims that subsequently may be made against the **Insured** arising out of such circumstance shall be deemed to have been made on the date the Insurer received written notice of the circumstance.

The **Insured** will cooperate with the Insurer in addressing the circumstance, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

* D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a claim is made to jeopardize them. The Insurer hereby waives subrogation rights against the **Insured's** client to the extent that the **Insured** had a written agreement to waive such rights prior to a claim or circumstance.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current policy term.

F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the policy term or any extensions, and up to three years after the end of the policy term.

G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.

Form No: CNA79034XX (09-2014)

Policy

Page 12 of 16

Underwriting Company: Continental Casualty Company
333 S. Wabash Ave., Chicago IL 60604

Policy No: AEH288365407

Policy Effective Date: 12/18/2017

Policy Page: 20 of 24

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Policy Number: BAA(20)56353680

CA 00 01 03 06

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own.) This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

CA 00 01 03 06

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Page 1 of 13

Policy Number: BAA(20)56353680

Symbol	Description Of Covered Auto Designation Symbols
9	Non-Owned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. "Loss"; or
- e. Destruction

SECTION II - LIABILITY COVERAGE**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:



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Policy Number: BAA(20)56353680

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments.

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

Policy Number: BAA(20)56353680

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

Policy Number: BAA(20)56353680

COMMERCIAL AUTO
CA 88 10 01 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX**SUBJECT****PROVISION NUMBER**

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH HYDROSCIENCE ENGINEERS; STH
CONTRACT NO: 2019-077 FOR DESIGN SERVICES ON CAPITAL IMPROVEMENT
PROJECT: S-52 PHASE I WASTEWATER TREATMENT AND RECLAMATION PLANT
UPGRADES**

This Amendment No. 1 to Professional Services Agreement STH Contract: 2019-077 dated April 9, 2019 ("Agreement") is made as of this ____ day of _____, 2020 by and between the City of St. Helena, a municipal corporation ("City"), and HydroScience Engineers ("Consultant").

RECITALS

- A. On April 9, 2019 the City and Consultant entered into the Agreement for Consultant to provide professional design services in connection with the project described as CIP Project No. S-52 Phase I Wastewater Treatment and Reclamation Plant Upgrades; and
- B. The Agreement's current Scope of Services does not include the funds or the additional work needed to allow HydroScience Engineers to complete final design plans and bid documents in order to advertise and bid the project; and
- C. City and Consultant now desire to amend the Agreement with Consultant for the purpose of finalizing bid documents in order to meet the City's Cease and Desist Order requirements and deadlines.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

- 1. Section 1. Basic Services
Parties agree to amend Exhibit A "Scope of Services" of the Agreement to provide additional services, as outlined in Exhibit A-1, "Scope of Services" attached hereto.
- 2. Section 4.A Compensation, is amended to read as follows:

Original Agreement Amount	\$440,000
<u>Amendment No. 1</u>	<u>\$255,380</u>

Total Compensation Not to Exceed \$695,380

Exhibit B-1, "Compensation" detailing the compensation modification is attached hereto.

All other terms of the Agreement shall remain in full force and effect.

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Amendment No. 1 to Professional Services Agreement STH Contract: 2019-077
Consultant: HydroScience Engineers

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: 

Print Name: Curtis Lam

Title: President

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

City Clerk

Attachments:

Exhibit A-1: "Scope of Services"

Exhibit B-1: "Compensation"

Amendment No. 1 to Professional Services Agreement STH Contract: 2019-077
Consultant: HydroScience Engineers

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Exhibit A-1**"Scope of Services"****Scope of Services for the City of St. Helena Phase 1 Wastewater Treatment and Reclamation Plant Upgrade Detailed Design****Project Understanding**

The City WWTRP is owned and operated by the City of St. Helena and was originally established in 1967. The WWTRP utilizes an advanced integrated treatment pond system (AIPS), which includes a system of hydraulically connected treatment ponds of which, largely operate as originally constructed. The pond system provides a secondary level of wastewater treatment followed by either direct discharge to the Napa River or land discharge to spray fields adjacent to the WWTRP.

The San Francisco Bay Regional Water Quality Control Board (RWQCB) issued NPDES Permit No. CA 00038016 (Order No. R2-2016-2016-0003) and Cease and Desist Order (CDO) No. R2-2016-0004 to the City in 2016. The new NPDES permit contained effluent limitations the City could not reliably obtain with their existing AIPS process. This resulted in the RWQCB issuing the City with a Time Schedule Order requiring the City to complete a number of steps with the overall intent of upgrading the WWTRP process to a level that would result in the WWTRP reliably meeting its effluent discharge limitations.

In April 2019, the City commissioned HydroScience Engineers to develop a Conceptual Design Report (Report) to further analyze treatment alternatives that would result in compliance with the new NPDES effluent discharge limitations, while also modernizing the facility's treatment process and eventual decommissioning of the WWTRP pond system. The Report re-examined City provided flow and loading data as well as current operations at the City's WWTRP in order to characterize the existing plant's conditions and identify treatment plant design criteria. HydroScience evaluated two wastewater treatment processes: Membrane Bioreactor (MBR) and Sequencing Batch Reactor (SBR).

The recommendations in the Report identified that the preferred WWTRP upgrade alternative is a packaged MBR treatment system due to its ability to reliably produce high quality effluent that is capable of both meeting effluent discharge limitations and being used as a future recycled water supply source. The WWTRP will maintain its permitted capacity of 0.5 MGD with the flexibility to operate the plant at a peak day hydraulic capacity of 1.33 MGD. There will be associated WWTRP improvements to incorporate existing plant processes into the new treatment plant to improve reliability.

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Consultant: HydroScience Engineers

These improvements include repurposing Ponds 1A through 3 to be used for flow equalization and emergency storage, constructing facilities to return equalized flow to the new MBR process, adding a bar screen, modifying the method for disinfection, and continuing to utilize the chlorination system solely for land discharge. The new treatment plant improvement would be modular in its design so that the City could cost-effectively expand the new system to meet anticipated buildout flows, if necessary.

On January 14, 2020, the City received the Report and directed staff to proceed with implementation of the next steps in implementation of the project. One of those steps was to prepare the procurement for design-build implementation of the project. Staff also determined that funding the project through a USDA loans was the preferred financing method. USDA informed the City that design-build implementation of a project is something that, while allowed, would have the potential to result in delays in funding approval. They expressed a desire to the City to have the project procurement follow a traditional design-bid-build method. As a result, HydroScience has prepared this proposal to provide design services for the WWTRP project.

Project management, CEQA management services, USDA funding, and other services covered under the existing agreement will continue to be provided as part of that agreement. This scope of work covers only the additional scope of work associated with the detailed design of the WWTRP improvements recommended in the Conceptual Design Report.

Modifications to the original Exhibit A, "Scope of Services" includes eliminating further work from Task 7: Preparation of Bridging Documents, Task 8: Phase 2 Project Management and Coordination, and Contingency.

Scope of Work

This scope of work summarizes the level of effort required to develop contract documents for the Phase 1 WWTRP Improvements. This project is expected to include the following components:

- Packaged coarse screening unit designed to treat WWTRP peak hour influent flow prior to discharge to Ponds 1A and 1B
- Return pumping and piping to convey flow from Pond 2 and Pond 3 to Ponds 1A/1B
- Duplex submersible secondary pump station and force main sized for up to 1.33 MGD for distribution to new packaged WWTRP. Submersible pumps will be (duty + standby) designed to meet 1.5 MGD each. Structure will be precast or cast-in-place concrete with rail retrieval system and instrumentation.
- UV disinfection system to disinfect MBR permeate
- Packaged, pre-fabricated MBR wastewater treatment plant designed in accordance with the design criteria established as part of the Report, which are summarized

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below.

- 2mm fine screening primary treatment (Duty and Standby) at ADWF
- Dual anoxic treatment trains including submersible mixing and instrumentation,
- Dual aerobic treatment trains which include fine bubble diffusers, 400 cfm blowers, and instrumentation
- Waste activated sludge positive displacement pumps
- Return activated distribution system
- Membrane ultrafiltration units (8 total) and associated permeate equipment and monitoring instrumentation
- Membrane cleaning chemical equipment and storage
- Vessel type UV disinfection reactors (Duty and Standby)
- Stainless steel effluent storage tank for effluent equalization (20,000 gallons)
- Skid mounted effluent pump station (Duty and Standby) rated at 450 gpm each
- Packaged sludge dewatering treatment facility including volute dewatering press, chemicals, blowers, and controls.
- Type 304 stainless steel basins designed to the volumetric requirements of the biological treatment process
- Factory assembled electrical and mechanical systems ready for field assembly and finished connections
- Comprehensive SCADA integration for remote monitoring
- Sound attenuation and safety features
- Effluent force main piping for distribution effluent storage tank to either the outfall or Pond 4.
- Yard piping and site work within new WWTRP footprint
- New 480 Volt, 3-Phase PG&E service connection.
- New 480 Volt, 3-Phase standby generator sized to meet the demands of all new and existing electrical loads.
- Structural concrete slab for new MBR, dewatering press, transformer, and other appurtenant facilities.
- New domestic water service connection and distribution throughout plant.
- Improvements to existing sodium hypochlorite distribution and storage system, where required.
- Reconstruction and calibration of INF-001.
- New double-wide trailer for operational staff and laboratory including power and sanitary service connections.
- 3" thick asphaltic concrete looped driveway and paving around the new WWTRP treatment area.
- Storm water improvements and various civil improvements.

HydroScience will prepare contract documents, which includes engineering plans, specifications, and a cost estimate (PS&E) and submit them to the City at the 90% and

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bid set levels of completion. A draft sheet list is attached.

90% PS&E: The 90% PS&E will contain complete drawings, including plans, sections, and details for all disciplines, developed to a level of detail that make them suitable for City of St. Helena review. Division 1 through 16 will be prepared by HydroScience. The front end specifications (Division 0) will be developed using the City standard front-end contract documents. The 90% PS&E will contain the following elements:

- General sheets
- Demolition sheets
- Process flow diagram
- Hydraulic profile
- Yard piping and underground utility drawings
- Site plan drawings
- Structural plans and sections
- Mechanical plans and sections, including equipment and piping
- Power distribution site plan
- P&ID drawings
- Standard copies of technical specifications
- Engineer's opinion of probable costs.

Topographic Survey: The topographic survey work will be performed by HydroScience's subconsultant, O'Dell Engineering. O'Dell will establish survey control based on the NAD 83 horizontal datum and NAVD 88 vertical datum. The coordinate reference system used will be California State Plan Coordinates – Zone 3, US Survey Feet.

O'Dell will provide aerial topographic mapping and black and white orthography within the project mapping limits. Aerial topographic mapping will be prepared at a horizontal scale of 1" = 20' and a minor contour interval of 0.5'.

The topographic survey will clearly locate and identify the following within the project footprint:

- Hardscape features like the edge of pavement
- Surface utilities
- High points, low points, break lines, and spot elevations in flat areas
- Trees over 6-inches in diameter
- Parking lot and lane striping
- Lot boundaries
- Water valve lids and water valve top of nut for all water valves

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Consultant: HydroScience Engineers

- Survey rim and invert elevations and pipeline diameters for all storm and sanitary sewer manholes

O'Dell will also determine the record location rights of way as defined by and analysis of record maps and physical evidence. The limits of this work will not include a boundary determination and no monuments will be set.

O'Dell will send a utility research/as-built plans request letter to local utility companies that may have facilities within the project limits. A map of the approximate utility locations (including underground utilities) will be created based on data provided by the utility companies and surface utility features as identified during the topographic survey. When the existing data allows, the drawing will indicate utility type, diameter, material, approximate cover, and the horizontal location of the utility.

Geotechnical Investigation: A geotechnical investigation will be completed as part of the following subsurface exploration program:

Proposed Improvement	Number of Borings	Boring Depth (ft.)
Return Pump Station	1	20
Packaged Tertiary Treatment Plant	2	15

Exploratory borings will be drilled using a truck-mounted drill rig using auger drilling methods. Soil samples will be collected at 3-foot to 5-foot intervals with Standard Penetration Test (SPT) and/or California Modified samplers. Bulk soil samples will be collected from selected borings, logged, and delivered to a laboratory for testing. The borings will be backfilled with cement grout.

The following laboratory tests on representative soil samples obtained from the borings:

- Moisture content and dry density for soil consistency evaluation.
- Plasticity index for soil classification and expansive soil evaluation.
- Sieve analysis for soil classification.
- Direct Shear, Unconfined Compression and/or Triaxial Compression (Unconsolidated, Undrained) to determine strength parameters for geotechnical analysis.
- R-value for pavement design at the treatment facility site.
- Soil corrosion (pH, resistivity, sulfates, chlorides).

Engineering analysis and a Geotechnical Report will be prepared that contains the following:

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Amendment No. 1 to Professional Services Agreement STH Contract: 2019-077
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- Project description.
- Subsurface soil and groundwater conditions.
- Laboratory test results.
- Soil corrosion potential.
- Soil expansion potential.
- California Building Code seismic design parameters.
- Grading and trench backfill recommendations, including excavation shoring and dewatering considerations.
- Foundation and lateral earth pressure recommendations for design of the tank, pump station, and tertiary treatment plant structure, including estimated settlements.
- Hot mix asphalt pavement design recommendations for the treatment facility site.
- Site plan displaying proposed improvements and boring locations.
- Boring logs.

100% PS&E: The 100% bid set submittal will incorporate all comments from the 90% and be suitable for advertisement. The engineer's opinion of probable cost will be revised based upon City comments and eventual scope adjustments.

The Bid Set PS&E contract documents will include the following:

- Wet stamped and signed final drawings in full size format. We anticipate submitting bound hard copies of the project drawings (Full and Half size) and specifications as well as PDF/DWG formats,
- Special provisions, bid schedule, and technical specifications with stamped title page suitable for advertisement, in PDF format,
- Updated Engineer's Opinion of Probable Cost,
- Reference electronic files for the project, including utility information, geotechnical information, and other associated project information.

Deliverables:

- 90% PS&E: PDF electronic versions of half size (11x17) drawings, technical specifications, and engineer's opinion of probable cost. Hard copies of plans and specifications provided to the Owner upon request.
- 100%/Bid Set PS&E: PDF electronic versions of half and full size drawings, technical specifications and engineer's opinion of probable cost. Hard copies of plans and specifications shall include: (3) copies of half size (11x17) drawings, (1) copy of full size (22x34) drawings, and (3) copies of bound technical specifications. AutoCAD drawings and Microsoft Word documents of the technical specifications will be provided to the Owner.

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Amendment No. 1 to Professional Services Agreement STH Contract: 2019-077
Consultant: HydroScience Engineers

Exhibit B-1
"Compensation"

The estimated budget by task for Amendment No. 1 is as follows:

Design Services

90% PS&E	\$364,100
100% Bid Set PS&E	\$91,280
Design Services Total:	\$455,380

Compensation modification from the original Exhibit B are as follows:

Task 7: Preparation of Bridging Documents:	(\$135,000)
Task 8: Phase 2 Project Management and Coordination:	(\$10,000)
Contingency:	(\$55,000)
Total Reduced Budget from original contract:	(\$200,000)

Total Amendment No. 1	\$255,380
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All work will be performed in accordance with the professional services agreement between the City and HydroScience. Services will be invoiced on a time and materials basis in accordance with standard billing rate schedule in effect when services are rendered. A copy of the HydroScience 2020 standard billing rate schedule is attached.

HYDROSCIENCE ENGINEERS, INC.

Standard Schedule of Estimated Billing Rates Effective January 1, 2020 through December 31, 2020

Labor Classification	2020 Hourly Rate
Principal	\$250
Engineer IX	\$240
Engineer VIII	\$230
Engineer VII	\$220
Engineer VI	\$210
Engineer V	\$200
Engineer IV	\$190
Engineer III	\$180
Engineer II	\$170
Engineer I	\$155
Engineering Aide	\$90
Construction Professional VI	\$170
Construction Professional V	\$160
Construction Professional IV	\$150
Construction Professional III	\$140
Construction Professional II	\$130
Construction Professional I	\$120
Cross Connection Control Specialist	\$110
CAD Manager	\$130
CAD Designer	\$110
Marketing Professional	\$100
Administrative II	\$90
Administrative	\$75

Hourly billing rates include postage and telephone charges that are normal to the work authorized. Other direct costs for travel, reproduction, mail service, outside services, etc. will be invoiced at 110 percent of the actual cost.

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