



**AMENDED 11-5-21
City of St. Helena
Regular City Council Meeting
Tuesday, November 9, 2021 @ 6:00 PM**

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

This meeting will be conducted pursuant to the provisions of Government Code Section 54953 (as amended by AB 361) which authorizes teleconferenced meetings under the Brown Act during certain proclaimed States of Emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. This teleconferenced meeting is necessary so that the City can conduct essential business and is permitted under Government Code 54953 in order to protect public health and safety of attendees.

Consistent with Government Code Section 54953, this City Council Meeting will be held via teleconference only, and will not be physically open to the public. City Council members and staff will teleconference into the meeting by audio and/or video. The meeting will be conducted via Zoom Webinar.

The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website, barring technical difficulties. Those members of the public wishing to participate must do so remotely via Zoom electronic meetings in the following ways; by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the meeting ID or by calling a listed number and enter the meeting ID. Public comment for City Council meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

NEW FEATURE FOR ALTERNATIVE PUBLIC COMMENT VIA TELEPHONE BY RESERVATION

If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing publiccomment@cityofsthelena.org, or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage that is not corrected within 10 minutes, the meeting will

automatically be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled evening meeting of the City Council. Any other items on the agenda that the Council has not taken action on will be placed on a future agenda.

Please see the end of the agenda for detailed PUBLIC PARTICIPATION instructions. Spanish translation for this meeting will be offered. To access Spanish translation, you will need to join the meeting using the Zoom app from a computer, iPad or Iphone. You will see an icon on the screen that will allow you to choose Spanish translation. To learn how to use Zoom, please see the instructions below.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/83078529466>

Or One tap mobile :

US: +16699006833,,83078529466# or +12532158782,,83078529466#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US:

+1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Meeting ID: 830 7852 9466

International numbers available: <https://us02web.zoom.us/j/83078529466>

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Esta reunión será realizada conforme a las provisiones del Código de Gobierno Sección 54953 (modificada por AB 361) la cual autoriza las reuniones de teleconferencia bajo el Acta Brown durante ciertos Estados de Emergencia. El gobernador de California proclamó Estado de Emergencia relacionado con el COVID-19 el 4 de marzo del 2020. Esta reunión por teleconferencia es necesaria para que la Ciudad pueda realizar deberes esenciales y es permitido bajo el Código de Gobierno 54953 en orden de proteger la salud pública y seguridad de los asistentes.

Consistente con el Código de Gobierno Sección 54953, esta reunión del Consejo de la Ciudad será realizada vía teleconferencia y no será físicamente abierta al público. Miembros del Consejo de la Ciudad y personal atenderán la reunión por audio y/ o video. La reunión será transmitida vía Zoom.

La reunión del Consejo de la Ciudad se transmitirá en vivo por el Canal 28 de Comcast y en el sitio web de la Ciudad, salvo dificultades técnicas. Aquellos miembros del público que deseen participar deben hacerlo de forma virtual a través de las reuniones electrónicas de Zoom de las siguientes maneras; iniciando sesión en el enlace Zoom ubicado en la agenda de la reunión (descargue la aplicación en su computadora o dispositivo móvil) e ingrese el ID de la reunión o llamando al número ubicado en la agenda e ingrese el ID de la reunión. Se aceptarán comentarios públicos para la reunión del Consejo de la Ciudad por correo electrónico a [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda, pero no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda del Consejo de la Ciudad al día siguiente.

**Consulte el final de la agenda para obtener instrucciones detalladas de PARTICIPACIÓN PÚBLICA.**

**Se ofrecerá traducción al español para esta reunión. Para acceder a la traducción al español, deberá unirse a la reunión utilizando la aplicación Zoom desde una computadora, iPad o iPhone. Verá un icono en la pantalla que le permitirá elegir la traducción al español. Para aprender como utilizar Zoom, consulte las instrucciones a continuación.**

Habrà traducción en español durante la junta

Haga clic en el enlace a continuación para participar en la reunión:

<https://us02web.zoom.us/j/83078529466>

O por iPhone one-tap:

US:

+16699006833,,83078529466# or +12532158782,,83078529466#

O por Teléfono: Marque(para mejor calidad, marque número basado en su ubicaciónactual):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

ID de la Reunión: ID: 830 7852 9466

International numbers available: <https://us02web.zoom.us/j/83078529466>

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE  
Estimated start time: 6:02 p.m.
3. ROLL CALL  
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy  
  
Estimated start time: 6:05 p.m.
4. ADOPTION OF THE AGENDA  
Estimated start time: 6:08 p.m.
5. PUBLIC FORUM:  
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.  
  
Estimated start time: 6:10 p.m.
6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:  
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain

circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:22 p.m.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1. Napa Schools for Climate Action Presentation by Alisa Karesh and Emily Bit 15 - 22

Estimated start time: 6:30 p.m.

[Presentation](#)

8. STAFF BRIEFING

- 8.1. Update on Waste Water Treatment Plant Upgrade Project

Estimated start time: 6:35 p.m.

9. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

Estimated start time: 6:40 p.m.

- 9.1. Consideration and proposed approval of Regular Meeting Minutes of October 26, 2021. 23 - 29

CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzaopoulos, City Clerk  
Recommendation:  
Approve

[Regular City Council - 26 Oct 2021 - Minutes](#)

- 9.2. Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings. 31 - 35

CEQA Determination: Not a CEQA project  
Prepared By: Ethan Walsh, City Attorney  
Recommendation:  
Approve the Attached Resolution Making Findings and Determinations Under AB 361.

[Staff Report - Pdf](#)

- 9.3. Consideration and proposed adoption of a resolution authorizing the City Manager to execute a Professional Services Agreement with Larry Walker Associates in the amount of \$65,371 to provide regulatory assistance for the City of St. Helena Wastewater Treatment and Reclamation Facility. 37 - 57

CEQA Determination: Not a CEQA project  
Prepared By: Martin Beltran, Management Analyst



Recommendation:  
Adopt the attached resolution.

[Staff Report - Pdf](#)

- 9.4. Consideration and Proposed Approval of a Resolution authorizing (1) the City Manager to execute Amendment No. 3 to STH Contract: FY 2021-025 in the amount of \$4,000 with EKI Environmental & Water, Inc. for a total not-to-exceed contract of \$151,500 for Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project Due to Glass Fire Incident, City Project No. E21-04 and (2) the Director of Public Works to approve Change Order No. 1 to Construction Contract: STH Contract: FY2021-063 for \$3,114.91 with Taylor Bailey, Inc. for Meadowood Water Tanks Emergency Replacement Project, CIP Project No. E21-04, for a total not-to-exceed contract amount of \$61,030.91 59 - 182

CEQA Determination: Exempt from CEQA pursuant to Sections 21080(b)(3) and (4)

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Consideration and Proposed Approval of a Resolution authorizing (1) the City Manager to execute Amendment No. 3 to STH Contract: FY 2021-025 in the amount of \$4,000 with EKI Environmental & Water, Inc. for a total not-to-exceed contract amount not to exceed \$151,500 for Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project Due to Glass Fire Incident, City Project No. E21-04 and (2) the Director of Public Works to approve Change Order No. 1 to Construction Contract: STH Contract: FY2021-063 for \$3,114.91 with Taylor Bailey, Inc. for Meadowood Water Tanks Emergency Replacement Project, CIP Project No. E21-04, for a total not-to-exceed contract amount of \$61,030.91.

[Staff Report - Pdf](#)

- 9.5. Consideration and proposed approval of a Resolution: (1) Accepting of California Department of Alcoholic Beverage Control grant 22-OTS13, to support programs deterring alcoholic beverage sales to minors; (2) authorizing the City Manager to execute the contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto; (3) authorizing a budget increase of \$20,000 to Police Department Overtime (101-4900-2030); and (4) authorizing a budget increase of \$20,000 to General Fund Police Contributions revenue (101-3461-4900). 183 - 196

CEQA Determination: Not a CEQA project

Prepared By: Justin Sharp, Lieutenant

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - Pdf](#)

- 9.6. Consideration and Proposed Approval of a Resolution Affirming Support for the Upper Napa Valley Blue Zones Project and Appointing a Council Representative to Serve on the Upper Napa Valley Blue Zones Steering and Leadership Committee 197 - 200

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Adopt the proposed resolution affirming support for the Upper Napa Valley Blue Zones Project and appointing Vice Mayor Dohring to the Upper Napa Valley Blue Zones Steering and Leadership Committee.

[Staff Report - Pdf](#)

10. PUBLIC HEARINGS

- 10.1. Consideration of a resolution to adopt the Mitigated Negative Declaration for the R20-02 Mills Lane Storm Drain Improvements Project.

**This item will be continued to the December 14, 2021, regular City Council meeting.**

Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer

11. OLD BUSINESS

- 11.1. R18-81 Downtown Streetscape Update; Discussion and Direction Regarding Segmenting Project 201 - 207

Estimated start time: 6:45 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer

Recommendation:

Provide direction.

[Staff Report - Pdf](#)

[Public Comment.Anthony Micheli](#)

12. NEW BUSINESS

- 12.1. \*AMENDED 11-5-21 Adding additional Library Board of Trustees vacancy. 209 - 223

Consideration and proposed approval of a resolution:

1. Appointing two applicants to the Library Board of Trustees; and
2. Consideration of Reappointment of Brian Cramer to the Napa County Mosquito Abatement District

Estimated start time: 7:15 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Adopt a resolution:

1. Appointing one applicant to the Library Board effective immediately and one applicant to a term beginning December 1, 2021; and

2. Reappointment of Brian Cramer to the Napa County Mosquito Abatement District Committee.

[Staff Report - Pdf](#)

13. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING

AGENDA:

Provided prior to the meeting.

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for November 23, 2021, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on November 4, 2021. Republished 11-5-21



Cindy Tzafopoulos, 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

#### CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

## SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.

## THE CITY OF ST. HELENA ENCOURAGES ONLINE PUBLIC PARTICIPATION IN VIRTUAL CITY COUNCIL MEETINGS

St. Helena, CA— The City of St. Helena is committed to public participation in City government in a manner that is consistent with guidance provided by the Napa County Public Health Official and Governor Newsom's Executive Order N-25-20. These guidelines relate to social distancing, and are intended to protect everyone by limiting the spread of COVID-19 in our community. In adherence to these guidelines, the St. Helena City Council will host a Virtual Council Meeting on Zoom; a free teleconferencing tool that enables users to watch and/or call into the meeting from their computers or phones. This meeting will be open to public and allows for live public comment. The meeting will also be recorded, livestreamed, and posted on the City's website after the adjournment of the meeting if technical difficulties occur: <https://sthelena.civicweb.net/Portal/>

**The ZOOM web link, meeting ID, and phone number will be listed at the top of the City Council Meeting Agenda. You will be required to enter the meeting ID, but there will be no password or participant ID.**

### How to Watch or Listen to Council Meetings:

1. Watch on Comcast Channel 28
2. Watch the livestreaming video on the City's website
3. Watch and Listen on Zoom.us by clicking on the link in the Council Agenda
4. Listen only by calling the Zoom number listed on the Council Agenda

### Watch Council Meeting by Joining the Zoom Meeting:

#### 1. **By Computer, Tablet, or Smart Phone:**

1. Before joining the virtual City Council Meeting, it is highly encouraged that you download the Zoom App. To sign up for your own free account, visit [zoom.us/signup](https://zoom.us/signup) and enter your email address. You will receive an email from Zoom (no-reply@zoom.us). In this email, click Activate Account.
2. If you are logged into your account, Enter the **Meeting ID** listed on the City Council Agenda. If you have not created an account go to: <https://zoom.us/join> and enter the **Meeting ID**
3. Select if you would like to connect audio and/or video and tap **Join Meeting**.
4. For specific instructions for your device, go to: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

#### 1. **Listen Only by Telephone:**

1. **Dial** the number listed on the Council Agenda.
2. At the prompt, enter the **Meeting ID** provided on the top of the City Council Meeting Agenda and **Press #. A participate ID is not required.**
3. To disconnect from the meeting, hang up the phone.

### Ways to Provide Public Comment:

While attending the virtual City Council Meeting, the public will have the opportunity to provide live public comment during Public Forum and after each agenda item. When it is the appropriate time

for public comment the Mayor will verbally open public comment. At this time each individual is permitted 4 minutes to speak.

**1. Send a Public Comment in by 4:00 PM Prior to the Meeting to:**  
[publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org)

The easiest way to provide public comment is to email your public comment. Public comments may be emailed to [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). Please include in the subject line "COMMENT TO COUNCIL and the AGENDA ITEM". Any public comment is required to be submitted no later than 2 hours before the scheduled meeting and will be included as an attachment to the agenda. All public comments will be made publicly available and attached to the agenda item and will not be read out loud. All public comments that are received after 4:00 PM will be attached to the agenda the following day.

**2. Provide Comment through Zoom meeting from a computer, tablet, or smart phone**

This option allows the public to virtually attend the meeting as a muted 'attendee' with no video or screen sharing capabilities. You will be able to see and hear those participating in the meeting, but they will not be able to hear you until the host unmutes you.

If you wish to provide public comment during a specific agenda item or during public forum, you can use the "**raise hand**" feature located in the control panel at the bottom of your screen. The icon is a small blue hand. In Windows you can also use the Alt+Y keyboard shortcut to raise or lower your hand. In Mac you can also use the Option+Y keyboard shortcut to raise or lower your hand.

The host will be notified that you've raised your hand and you will be placed in a queue with all incoming requests.

When it is your turn to speak, you will be notified that the host has unmuted you. To be removed from the queue, just click the '**raise hand**' button again.

**3. Call in to the ZOOM meeting from a cell phone or landline phone only**

This option allows the member of the public with the opportunity to verbally participate in public comment.

If you wish to speak during public comment time dial **\*9** on your telephone.

The host will be notified that you would like to speak and you will be placed in a queue with all incoming requests.

When it is your turn to speak, you will be notified that the host has unmuted you. You may press **\*9** again if you wish to be removed from the queue.

You will be notified at the end of your statement that you have been muted.

**4. Alternative Public Comment Via Telephone by Reservation**

If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org), or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

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En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, llame a la Oficina del Secretaría de la Ciudad (707) 967-2792. La notificación 72 horas antes de la reunión, como lo requiere la Sección 202 de la Ley de Estadounidenses con Discapacidades, permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad a esta reunión.

LA CIUDAD DE ST. HELENA ALIENTA LA PARTICIPACIÓN PÚBLICA EN LÍNEA EN REUNIONES VIRTUALES DEL CONSEJO DE LA CIUDAD

St. Helena, CA– La Ciudad de St. Helena está comprometida con la participación pública en el gobierno de la Ciudad de manera que sea consistente con la guía proporcionada por el Oficial de Salud Pública del Condado de Napa y la Orden Ejecutiva N-25-20 del Gobernador Newsom. Estas pautas se relacionan con el distanciamiento social y están destinadas a proteger a todos al limitar la propagación de COVID-19 en nuestra comunidad. En cumplimiento de estas pautas, el Ayuntamiento de St. Helena organizará una Reunión del Consejo Virtual sobre Zoom; Una herramienta de teleconferencia gratuita que permite a los usuarios mirar y / o llamar a la reunión desde sus computadoras o teléfonos. Esta reunión estará abierta al público y permite comentarios públicos en vivo. La reunión también se grabará, se transmitirá en vivo y se publicará en el sitio web de la Ciudad después de la clausura de la reunión si se presentan dificultades técnicas: <https://sthelena.civicweb.net/Portal/>

El enlace web de ZOOM, la identificación de la reunión y el número de teléfono se enumerarán en la parte superior de la Agenda de la reunión del Ayuntamiento. Se le pedirá que ingrese la ID de la reunión, pero no habrá contraseña ni ID de participante.

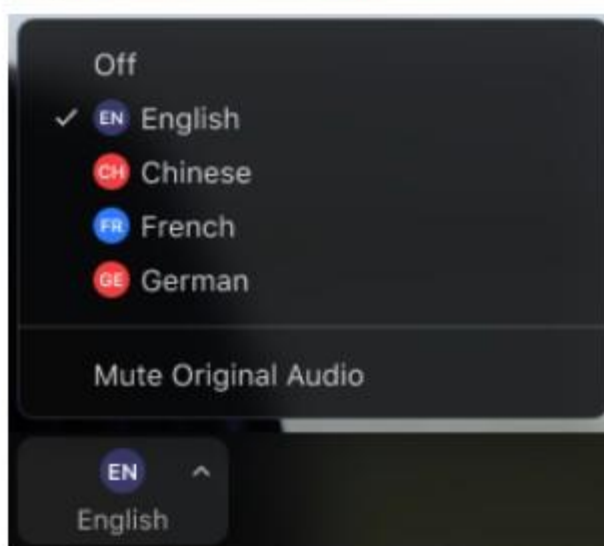
Cómo escuchar la interpretación de un idioma



1. En los controles de la reunión o el seminario web, haga clic en **Interpre**



2. Haga clic en el idioma que desee escuchar.



3. (Opcional) Para escuchar solo el idioma interpretado, haga clic en **Siler**



1. En los controles de la reunión, toque ... Más.



2. Toque **Interpretación de idiomas**.

3. Toque el idioma que desee escuchar.



4. (Opcional) Toque el botón de alternancia **Silenciar audio original**.



5. Haga clic en **Finalizado**.

Cómo ver o escuchar las reuniones del Consejo:

1. Veala a través del canal 28 de Comcast
2. Vea el video de transmisión en vivo en el sitio web de la ciudad
3. Mire y escuche en Zoom.us haciendo clic en el enlace en la Agenda del Consejo
4. Escuche llamando al número de Zoom listado en la Agenda del Consejo

Vea la reunión del Consejo uniéndose a la reunión Zoom:

1. **Por computadora, tableta o teléfono:**
 - a. Antes de unirse a la reunión virtual del Ayuntamiento, le recomendamos que descargue la aplicación Zoom. Para registrarse en su propia cuenta gratuita, visite zoom.us/signup e ingrese su dirección de correo electrónico. Recibirá un correo electrónico de Zoom (no-reply@zoom.us) . En este correo electrónico, haga clic en Activar cuenta.
 - b. Si ha iniciado sesión en su cuenta, ingrese la ID de la reunión que figura en la Agenda del Ayuntamiento. Si no ha creado una cuenta, vaya a: <https://zoom.us/join> e ingrese la ID de la reunión

- c. Seleccione si desea conectar audio y / o video y toque Unirse a la reunión. re. Para obtener instrucciones específicas para su dispositivo, vaya a: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

2. Escuche solo por teléfono:

- a. **Marque** el número que figura en la Agenda del Consejo.
- b. Cuando se le solicite, ingrese la **ID de la reunión** provista en la parte superior de la Agenda de la reunión del Concejo Municipal **y presione #. No se requiere una identificación de participación.**
- c. Para desconectarse de la reunión, cuelgue el teléfono

Formas de proporcionar comentarios públicos:

Mientras asiste a la reunión virtual del Ayuntamiento, el público tendrá la oportunidad de proporcionar comentarios públicos en vivo durante el Foro Público y después de cada tema de la agenda. Cuando sea el momento apropiado para comentarios públicos, el Alcalde abrirá verbalmente los comentarios públicos. En este momento, cada individuo tiene permitido 4 minutos parahablar.

1. Envíe un comentario público por adelantado a publiccomment@cityofsthelena.org

La forma más fácil de proporcionar comentarios públicos es enviar su comentario público por correo electrónico. Los comentarios públicos pueden enviarse por correo electrónico a publiccomment@cityofsthelena.org. Incluya en la línea de asunto "COMENTARIO AL CONSEJO y el PUNTO DEL PROGRAMA". Cualquier comentario público debe presentarse a más tardar 2 horas antes de la reunión programada y se incluirá como un archivo adjunto a la agenda. Todos los comentarios públicos se harán públicos y se adjuntarán al artículo de la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda al día siguiente.

- 2. Proporcione comentarios a través de la reunión Zoom desde una computadora, tableta o teléfono inteligente

Esta opción permite que el público asista virtualmente a la reunión como un "asistente" silenciado sin capacidades de video o pantalla compartida. Podrá ver y escuchar a los participantes en la reunión, pero no podrán escucharlo hasta que el anfitrión de permiso.

Si desea proporcionar comentarios públicos durante un elemento específico de la agenda o durante un foro público, puede usar la función "levantar la mano" ubicada en el panel de control en la parte inferior de la pantalla. El icono es una pequeña mano azul. En Windows también puede usar el atajo de teclado Alt + Y para subir o bajar la mano. En Mac también puedes usar el atajo de teclado Alt + Y para subir o bajar la mano.

Se le notificará al anfitrión que ha levantado la mano y se lo colocará en fila con todas las solicitudes entrantes

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Para ser retirado de la fila, simplemente haga clic de nuevo el botón "levantar la mano".

3. Llame a la reunión de ZOOM desde un teléfono fijo o móvil solamente

Esta opción le permite al miembro del público la oportunidad de participar verbalmente en comentarios públicos.

Si desea hablar durante el tiempo de comentarios públicos, marque * 9 en su teléfono.

Se le notificará al anfitrión que le gustaría hablar y se colocará en fila con todas las solicitudes entrantes.

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Puede presionar * 9 nuevamente si desea ser eliminado de la fila.

Napa Schools for Climate Action

Emily Bit & Alisa Karesh







What is Our Mission?

“No school should be a silent witness to the
climate crisis.”



Fossil Free Future

1

Reduce Napa County's reliance on the
fossil fuel industry

2

Stop wrongdoing before we can
progress

3

No new Gas Stations

Are We Losing Faster Than We Are Gaining?



Even today, we're continuing to allow the
conversion of forests, chaparral and grasslands

The Resolution

Therefore, be it resolved: that the St. Helena City Council adopts a resolution ordering a temporary moratorium on approving any forest and woodland removal until such time as the county strengthens the water quality & tree protection ordinance.



Our Ask

Be conscious of our Climate and our Youth (who will inherit this climate + Earth) when making decisions that will further degrade our environment

Adopt a Resolution declaring a Climate Emergency in St. Helena, pledging to decrease emissions to Net Zero by or before the year 2030

Pledge your support to/adopt the Resolution on Protecting Napa's Forests and Woodlands to Combat Climate Change

Implement a ban on new Gas Stations permits/development in St. Helena



Thank You

Questions, Comments, Concerns?

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, October 26, 2021 @ 6:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ADOPTION OF THE AGENDA**
 - 4.1 Adoption of the agenda

City Clerk Cindy Tzaopoulos noted no new changes to the agenda.

Council Member Anna Chouteau moved to adopt the agenda as presented. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 5. PUBLIC FORUM:**

No public comment was received.

- 6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:**

City Attorney Ethan Walsh noted no reportable action from the Special Closed

Regular City Council
October 26, 2021

Session Meeting of October 26, 2021.

Reports were made by staff and City Council.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1 Proclamation Recognizing the Fifth Annual Saint Helena Movember Mens' Health Month November 1st – November 30th, 2021 Presented to Chief of Police Chris Hartley

Chief of Police Chris Hartley received the proclamation.

8. STAFF BRIEFING

- 8.1 None

9. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

- 9.1 Consideration and proposed approval of Regular Meeting Minutes of October 12, 2021.

Prepared By: Cindy Tzaopoulos, City Clerk

- 9.2 Consideration and proposed approval of a Resolution authorizing: (1) purchase of a new Type 1 Fire Engine from Golden State Fire Apparatus, Inc. for a total not-to-exceed amount of \$811,910.64; (2) authorize a transfer of \$94,181.63 from the Public Safety Impact Fee Fund - Fund 216 to the Fire Department Engine Replacement Fund - Fund 593 for the purchase of the Type 1 Fire Engine; (3) authorize a budget increase of \$811,910.64 to 593-4800-2630 in FY 2021-22 for the purchase of the Type 1 Fire Engine; and (4) authorize the City Manager to execute all related documents for the purchase of the Type 1 Fire Engine.

CEQA Determination: Not a CEQA project

Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector

Recommendation:

Adopt the attached resolution.

- 9.3 Consideration and proposed approval of a resolution approving Amendment #2 STH Contract: FY2021-081 with Star Staffing in an amount of \$25,000 for a total not-to-exceed amount of \$75,000 for continued temporary staffing due to the City of St. Helena's water emergency.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Regular City Council
October 26, 2021

Approve the attached resolution.

Item 9.4 was removed from consent.

- 9.4 ~~September 2021 Review and Forecasting of City Water Supply Availability~~
- 9.5 Consideration and Proposed Approval of a Resolution Authorizing: (1) the Addition of Four Additional Full-time Firefighter Positions; (2) Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena; (3) Authorizing a Budget Increase of \$315,970 to Fire Department Salary and Benefits in FY 2021-22; and (4) Authorizing use of General Fund Reserves in an amount of the same.

CEQA Determination: Not a CEQA project

Prepared By: Angela Cotton, Human Resources Manager

Recommendation:

Approve a Resolution Authorizing: (1) the Addition of Four Additional Full-time Firefighter Positions; (2) Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena; (3) Authorizing a Budget Increase of \$315,970 to Fire Department Salary and Benefits in FY 2021-22; and (4) Authorizing use of General Fund Reserves in an amount of the same.

- 9.6 Consideration and proposed approval of a resolution: (1) approving Employment Agreement between the City of St. Helena and John Sorensen, Fire Chief increasing hours of work from 30 to 40 hours per week effective October 27, 2021; (2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 10 hours per week increases the annualized base salary to \$176,800; (3) establishing the local government fire and emergency base hourly rate to be \$85.00 and the Average Actual Rate to be \$91.50; (4) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief; and (5) approving a budget increase of \$27,730 to Fire Department Salary and Benefits for the increase of hours from October 27, 2021 to June 30, 2021 and use of General Fund Unassigned Reserves of the same. (Staff Report Forthcoming).

CEQA Determination: Not a CEQA project

Prepared By: Angela Cotton, Human Resources Manager

Recommendation:

Staff recommends approval of the attached Resolution.

City Manager Mark Prestwich noted an error in the resolution for item 9.6, where the date should be June 30, 2022.

Council Member Eric Hall moved to approve Consent items 9.1 through 9.2 and items 9.4 through 9.6. The motion was seconded by Council Member Anna

Regular City Council
October 26, 2021

Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

9.4 September 2021 Review and Forecasting of City Water Supply Availability

CEQA Determination: Exempt
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Receive and file.

No public comment was received.

Council Member Lester Hardy moved to approve item 9.4. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10. PUBLIC HEARINGS

10.1 Consideration and proposed approval of a Resolution Approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 141, 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054).

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
It is recommended the City Council adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 141, 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054).

Senior Management Analyst Martin Beltran reported on the item.

Regular City Council
October 26, 2021

Mayor Ellsworth opened the public hearing.

No public comment was received.

Mayor Ellsworth closed the public hearing.

Council Member Lester Hardy moved to adopt the recommended action. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11. OLD BUSINESS

- 11.1 Informational Update on Water Advisory Board's Role and Experience in Reviewing Requests for Water Leak Penalty Waivers and Consideration of Proposed Resolution Providing for Administrative Approval of Specified Penalty Waiver Requests Meeting the Water Advisory Board's Established Criteria.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Approval of the attached resolution.

Administrative Services Director April Mitts reported on the item.

Citizen addressed the City Council for public comment.

Council Member Anna Chouteau moved to follow staff recommendation and approval of the Resolution. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.2 Consideration and Proposed Approval of a Resolution Adopting the City of St. Helena's Integrated Pest Management Policy

Regular City Council
October 26, 2021

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Staff recommends the adoption of the Integrated Pest Management Policy.

Assistant to the City Manager Preya Nixon reported on the item.

Meghan Kaun addressed the City Council for public comment.

Carlos Uribe addressed the City Council.

Vice Mayor Paul Dohring moved to approve the staff recommendation and Resolution with the addition of yearly reporting. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12. NEW BUSINESS

12.1 Status Report of City of St. Helena Issued Pop Up Temporary Use Permits

CEQA Determination: Exempt
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:
Receive report from staff.

Planning and Building Director Maya DeRosa reported on the item.

No public comment was received.

12.2 Fiscal Year 2021-22 First Quarter Finance Report

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Asst. Administrative Services Director
Recommendation:
Staff recommends the City Council receive and file the Q1 FY 2021-22 financial report.

Regular City Council
October 26, 2021

Administrative Services Director April Mitts reported on the item.

No public comment was received.

13. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

13.1	<u>November City Council Meetings:</u> 11/9 (Staff reports due 10/22) 11/23 (Staff reports due 11/5)
	<i>Presentation</i> Arbor Day Proclamation - PW
	<i>STAFF BRIEFING:</i> Update on Waste Water Treatment Plant Upgrade Project (report every other month)
	<i>CONSENT:</i> 11/23 Review and Forecasting of City Water Supply Availability with water produced information from August 2021. (Second meeting of each month)
	<i>PH or OLD / NEW BUSINESS:</i> 11/9 Library Board Appointment 11/23 1420/1428 Allyn Avenue Appeal of PC Decision OB OTSH consideration of loan request related to 963 Pope Street
	<u>December City Council Meetings:</u> 12/14 (Staff reports due 11/19) 12/28 (Staff reports due 12/10) – MTG CANCELLED
	<i>PH or OLD / NEW BUSINESS:</i> 12/14 OB Update Presentation on the Vine Trail alignment through St. Helena

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:00 p.m.

The regular City Council meeting minutes of October 26, 2021 were adopted at the November 9, 2021 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 09 Nov 2021

Agenda Section: CONSENT ITEMS

Subject: Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained at Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended, allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the City Council is aware, this allowed City Council and all

other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

With the Governor's Executive Order expiring at the end of September 2021, the State Legislature adopted Assembly Bill 361. On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees, subject to certain ongoing findings by the legislative body.

DISCUSSION

Within 30 days following the first time that a legislative body holds a virtual meeting pursuant to provisions of AB 361, the legislative body is required to reconsider the basis for the emergency, and make findings that one or both of the bases for holding virtual meetings continues to be in effect.

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. The City already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommended measures to promote social distancing throughout the State. Additionally, Napa County Public Health Officer Dr. Karen Relucio has, through a memo dated September 27, 2021, recommended the continuance of virtual meetings at the present time as a means of promoting social distancing in order to minimize the spread and transmission of COVID-19 in Napa County.

The City Council held its first virtual meeting based on the conditions set forth in AB 361 on October 12, 2021, and this resolution is therefore being considered within 30 days of that initial meeting. The enclosed resolution makes the necessary findings for the City Council and all subordinate legislative bodies of the City that are subject to the Brown Act to continue with virtual meetings for the time being. City staff will return to the City Council with a resolution every 30 days to allow for the continuance of virtual meetings for so long as Council and staff believes that virtual meetings are necessary.

It is important to note that AB 361 does not require the City to continue with virtual meetings, but simply gives the Council that option. If at any time the City Council desires to return to in person meetings, the Council can agendaize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings; however, at this time City staff is recommending adoption of the resolution to allow City Council and all other Commission, Committee, and other Brown Act meetings to continue to be held remotely in order to ensure social distancing consistent with the recommendations of State and local officials.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Approve the Attached Resolution Making Findings and Determinations Under AB 361.

ATTACHMENTS

[AB361 Reso](#)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA MAKING FINDINGS AND
DETERMINATIONS UNDER AB 361 FOR THE
CONTINUATION OF VIRTUAL MEETINGS**

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, and in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a “close contact,” defined as being within 6 feet of another under certain circumstances, and Napa County Health Officer Dr. Karen Relucio has recommended that local public agencies refrain from holding in person public meetings, as a means of promoting social distancing; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public and compliance with the recommendations of state and local officials with regard to social distancing; and

WHEREAS, the City Council of the City of St. Helena desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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 has reconsidered the circumstances of the state of emergency.

SECTION 3. As stated in the recitals, state or local officials continue to recommend measures to promote social distancing.

SECTION 4. The City Council and all other legislative bodies of the City of St. Helena who are required to hold public meetings shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3), based upon the findings and determinations hereby made by the City Council

Approved at a Regular Meeting of the St. Helena City Council on November 9, 2021, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Hall:

Council Member Hardy:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 09 Nov 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a resolution authorizing the City Manager to execute a Professional Services Agreement with Larry Walker Associates in the amount of \$65,371 to provide regulatory assistance for the City of St. Helena Wastewater Treatment and Reclamation Facility.

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Management Analyst

Reviewed By: Mark Rincon-Ibarra, Public Works Director and City Engineer

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.

City staff requires expert assistance in order to prepare and comply with San Francisco Bay Regional Water Quality Control Board ongoing regulatory reporting requirements and assistance with the WWTP Phase I Upgrades project.

DISCUSSION

Larry Walker Associates has been assisting the City since 2017 with providing Regulatory Assistance for the City of St. Helena Wastewater Treatment and Reclamation Facility (WWTP). Some of the tasks Larry Walker assists with includes monthly reporting requirements to the State, responding to unexpected inquiries by the State Water Board, and unforeseen project management assistance with the WWTP Phase I Upgrades project. Additionally, Larry Walker Associates provides critical historical knowledge of the City's system and operations.

The City has the need for Larry Walker to continue providing regulatory assistance to ensure that the City is meeting ongoing regulatory reporting requirements and assistance with the WWTP Phase I Upgrades project. Larry Walker will assist with the following tasks during FY2021/22:

Task 1. General Consulting

Funds are allocated to assist the City with new or emerging regulatory issues.

Task 2. Assist with Preparation of SMRs, Annual Reports, and SSMP Audits

Monthly Self-Monitoring Reports and Annual Reports are specified as conditions of the City's NPDES and Recycled Water Permits.

Task 3. Recycled Water Permit Assistance

LWA will help the City evaluate the operation of the spray field. While a third party is expected to assist the City on planning the operation of the field, LWA can provide technical support and help with any regulatory matters pertaining to Order 87-090 or a new recycled water permit.

Task 4. Pollution Prevention Assistance

As specified in the NPDES permit, the City must undertake pollution prevention activities to reduce the amount of pollutants received at the wastewater treatment plant.

Task 5. Effluent Monitoring

LWA will assist, as needed or requested, with fulfilling effluent monitoring requirements. LWA can help coordinate bottle ordering and collection of samples, including guidance to WWTRF staff on the collection methods for the composite samples.

Task 6. Project Management

LWA activities under this task will include attendance at meetings in St. Helena and/or the Regional Water Board.

In addition to the standard services, this year there is a requirement for an audit of the Sewer System Management Plan – ‘Internal Audits’ as these are required every two years and one was last performed in 2019.

Pursuant to St Helena Municipal Code Sections 3.04.320-340, professional services shall be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required. Based on prior work that Larry Walker Associates has provided for the City and their unique skills and knowledge of the City's WWTRP, staff believes that Larry Walker and Associates has demonstrated the level of experience, competence, staffing and other professional qualifications necessary for exceptional performance of the services required and described in the scope of work provided, and recommends that a professional services agreement with Larry Walker Associates be procured through negotiated contract.

FISCAL IMPACT

The fiscal impact for the contract with Larry Walker Associates, Inc is for a not-to-exceed amount of \$65,371 and invoices will be billed to Wastewater Operations or the S-52 WWTP Phase I Upgrades project as appropriate. Funds are available in the adopted FY2021/22 budget.

RECOMMENDED ACTION

Adopt the attached resolution.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Professional Services Agreement - LWA](#)

CITY OF ST. HELENA

RESOLUTION NO. 2021-

Resolution authorizing the City Manager to execute a Professional Services Agreement with Larry Walker Associates in the amount of \$65,371 to provide regulatory assistance for the City of St. Helena Wastewater Treatment and Reclamation Facility.

RECITALS

- A. The City of St. Helena, 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); and
- B. Complying with San Francisco Bay Regional Water Quality Control Board orders R2-2016-0003, 87-090, and Cease and Desist Order R2-2016-0004 requires that a substantial amount of information must be gathered and analyzed, which requires specialized professional services; and
- C. Larry Walker Associates has been assisting the City since 2017 with providing monthly reporting requirements to the State, responding to unexpected inquiries by the State Water Board, and unforeseen project management assistance with the WWTP Phase I Upgrades project; and
- D. The City has the need for Larry Walker to continue providing regulatory assistance to ensure that the City is meeting ongoing regulatory reporting requirements and assistance with the WWTP Phase I Upgrades project; and
- E. The City desires to contract with Larry Walker and Associates (LWA) to provide regulatory assistance during FY2021/22 for the City of St. Helena Wastewater Treatment and Reclamation Facility; and
- F. The fiscal impact for the contract with Larry Walker Associates, Inc will be billed to Wastewater Operations or the S-52 WWTP Phase I Upgrades project as appropriate. Funds are available in the adopted FY2021/22 budget.; and
- G. Larry Walker Associates has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

1. Authorizes the City Manager to execute a Professional Services Agreement with Larry Walker Associates in the amount of \$65,371 to provide regulatory assistance for the City of St. Helena Wastewater Treatment and Reclamation Facility.

Approved at a Regular Meeting of the St. Helena City Council on November 9, 2021, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Chouteau:	_____
Councilmember Hall:	_____
Councilmember Hardy:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Larry Walker Associates, Inc (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as FY2021-22 Regulatory Assistance for City of St. Helena Wastewater Treatment and Reclamation Facility.

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”** (the “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”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

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 A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$65,371 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

Page 1 of 16

Larry Walker Associates, Inc 11092021

include the expenses incurred during the preceding month, the cumulative Agreement amount, 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

A. 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 in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

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).
 - 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: \$1,000,000 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: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$1,000,000 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. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all

Page 4 of 16

Larry Walker Associates, Inc 11092021

costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, “Liabilities”), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, 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, pertaining to, or relating to 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 (i.e., a “design professional,” pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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 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.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in 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 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

Page 6 of 16

Larry Walker Associates, Inc 11092021

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 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF 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 shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – 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 20 – 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
 City of St. Helena
 1572 Railroad Avenue
 St. Helena, California 94574

To Consultant: Larry Walker Associates, Inc
 1480 Drew Avenue, Suite 100
 Davis, CA 95618

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.

SECTION 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – 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: Larry Walker Associates, Inc

City:

By: _____

By: _____

Name: _____

Name: Mark T. Prestwich

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Ethan Walsh

Title: City Attorney

Exhibit A
Scope of Services

It is anticipated that the following tasks will be performed from July 1, 2021 – June 30, 2022.

Task 1. General Consulting

Funds are allocated to assist the City of St. Helena (City) with new or emerging regulatory issues. This task can be used for:

- General training and communications with Chief Plant Operator,
- Evaluating compliance concerns,
- Preparing or reviewing spill reports,
- Communicating with San Francisco Regional Water Quality Control Board (RWQCB) staff,
- Obtaining approval for discharge,
- Responding to Notices of Violation,
- Assisting with inspections,
- Reviewing/updating the Plant O&M Manual and Wastewater Facilities Status Report,
- Reviewing Contingency Plan,
- Communicating with analytical laboratory(s),
- Assisting with water right reports, water diversion and use reports,
- Assisting with RWQCB Regional Monitoring Program mass calculation and reporting, Responding to requests from RWQCB staff for information,
- Assistance with and following of regulatory developments, or
- Other regulatory needs.

Task 2. Assist with Preparation of SMRs, Annual Reports, and SSMP Audits

Monthly Self-Monitoring Reports and Annual Reports are specified as conditions of the City's NPDES and Recycled Water Permits. These reports must be submitted to the RWQCB and are subject to penalties related to delayed submittals and incomplete information. Annual reporting is required for wastewater treatment and reclamation facility (WWTRF) operation, biosolids disposal, collection system operation, and the Recycled Water Program. LWA will support Chief Plant Operator and assist with preparation and upload of monthly reports, as needed. These reports consist of reviewing laboratory reports, preparing data files and uploading data and attachments into CIWQS, and preparing cover letters to accompany the submittal and identify any issues of concern for permit compliance. LWA will also continue to assist with preparation of the Annual Reports, and can include groundwater monitoring information in these reports as needed.

Sanitary sewer management plans (SSMPs) have been required for all collection systems by both the State and Regional Water Boards. LWA helped the City develop and update their SSMP and can provide annual reporting and SSMP audit assistance. Internal SSMP Audit are required every two years and the City's SSMP is due for one in 2021. LWA will prepare the Audit and advise the City of any updates that may be needed to the SSMP as a result. In consultation with the City, LWA will make the SSMP updates, as needed. If the SSMP updates are significant, LWA is prepared to help staff prepare the revised document for certification by City Council and provide support through the certification process, as needed.

Page 14 of 16

Larry Walker Associates, Inc 11092021

Task 3. Recycled Water Permit Assistance

LWA will help the City evaluate the operation of the spray field. While a third party is expected to assist the City on planning the operation of the field, LWA can provide technical support and help with any regulatory matters pertaining to Order 87-090 or a new recycled water permit.

Task 4. Pollution Prevention Assistance

As specified in the NPDES permit, the City must undertake pollution prevention activities to reduce the amount of pollutants received at the wastewater treatment plant. Pollutants of concern are identified by the City and the Regional Water Board and include those constituents that could cause or contribute to an exceedance of water quality objectives in the Napa River. LWA will provide advice to the City when identifying and implementing appropriate pollution prevention activities. LWA will also prepare a draft Annual Pollution Prevention Report, in cooperation with the Chief Plant Operator. The draft report will be submitted to City staff for review and approval before finalizing for submittal to the RWQCB by February 28, 2022. LWA will also assist with contributions to Region-wide reports (such as the Bay Area Clean Water Agencies (BACWA) annual mercury report).

Task 5. Effluent Monitoring

LWA will assist, as needed or requested, with fulfilling effluent monitoring requirements. LWA can help coordinate bottle ordering and collection of samples, including guidance to WWTRF staff on the collection methods for the composite samples. For these monitoring efforts the City will pay all laboratory costs directly to the laboratory. LWA samples and trains based on sampling techniques that conform to EPA clean technique guidance (EPA Method 1669) on a performance-based standard for each constituent of interest.

Task 6. Project Management

LWA activities under this task will include attendance at meetings in St. Helena and/or the Regional Water Board, as well as managing budgets and schedules. All invoice materials will be delivered to the City electronically.

Exhibit B
Compensation

Based on the proposed Scope of Work described above, the estimated not-to-exceed budget for the proposal is \$65,371, a breakdown of the cost estimate is shown on the table below:

Professional Services by Larry Walker Associates							
Estimated Costs for Ongoing Regulatory Assistance							
Task	Description	LWA Labor Hours and Rates (1)				Total Hours	Total Labor Costs
		Associate Engineer:	Project Staff II-A:	Project Staff I-C:	Contract Administrator:		
		\$279	\$215	\$128	\$133		
1	General Consulting	12	24			36	\$8,508
2	Preparation of SMRs, Annual Reports, and SSMP Audit	4	160	32		196	\$39,612
3	Recycled Water Permit Assistance	4	8			12	\$2,836
4	Pollution Prevention Assistance		8	32		40	\$5,816
5	Effluent Monitoring		8			16	\$3,256
6	Project Management	12			15	27	\$5,343
TOTAL PROJECT COSTS (3)		32	208	64	15	327	\$65,371

(1) LWA hourly rates are typically adjusted on July 1st of each year. The City will be provided 30-days notice of any proposed rate increase.

(2) The cost estimate is based on best available information and a projections of activities required July 1, 2021 - June 30, 2022



Report to the City Council
Regular City Council - 09 Nov 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution authorizing (1) the City Manager to execute Amendment No. 3 to STH Contract: FY 2021-025 in the amount of \$4,000 with EKI Environmental & Water, Inc. for a total not-to-exceed contract of \$151,500 for Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project Due to Glass Fire Incident, City Project No. E21-04 and (2) the Director of Public Works to approve Change Order No. 1 to Construction Contract: STH Contract: FY2021-063 for \$3,114.91 with Taylor Bailey, Inc. for Meadowood Water Tanks Emergency Replacement Project, CIP Project No. E21-04, for a total not-to-exceed contract amount of \$61,030.91

CEQA Determination: Exempt from CEQA pursuant to Sections 21080(b)(3) and (4)

Prepared By: Martin Beltran, Management Analyst

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On September 27, 2020, the City of St. Helena ("City") proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which affected both Napa and Sonoma Counties.

As a result of the Glass Fire, several components of the City's water infrastructure were damaged and, in some cases, rendered non-operational. In particular the Meadowood Water Tanks, that serve as the only source of water to the Meadowood Resort and residents in the Madrone Knoll, were burned and no longer functional for the City's water operations.

The City Manager determined the Glass Fire constituted an emergency that did not permit undergoing the formal competitive bidding process because there is an imminent need to take immediate action to place and install temporary water tanks to serve Meadowood Resort and the Madrone Knoll area.

Further, the City Manager needed contractor and engineering services to assist with the Meadowood Tanks Emergency Replacement Project, and prevent or mitigate the loss or impairment of life, health, property, or essential public services. With that in mind, the City Manager took such action by procuring the following:

1. Professional Services Agreement with EKI Environmental & Water, Inc. (EKI) STH Contract: FY2021-025, FY2021-025-01A, and FY2021-025-02A for Engineering Consulting Services for a total not-to-exceed amount of \$147,500 (Attachments 1, 2, and 3); and
2. Construction Contract with Taylor Bailey, Inc. STH Contract: FY2021-063 for the preparation and installation of the three tanks for a total not-to-exceed amount of \$57,916 (Attachment 4).

Public Contract Code Section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

Public Contract Code Section 22035 authorizes the City Council, in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050. Public Contract Code Section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

Pursuant to Section 3.04.290 and Section 3.04.170 of the City's Municipal Code and Public Contract Code section 22050(b), the City Council delegated authority to make an emergency determination and award a contract to perform emergency work to the City Manager.

DISCUSSION

Due to the timing and urgency of the completion of projects, additional work was performed by both EKI and Taylor Bailey which was not included in the original agreement/contract and subsequent amendments. Prior to final payments, staff recommends the following:

(1) Amendment No. 3 to EKI's Professional Services agreement for an additional \$4,000 for a total not-to-exceed amount of \$151,500. The additional funds are for the following services performed by EKI:

- Prepared a letter and supporting calculations to respond to a Federal Emergency Management Agency (FEMA) request for justification for the replacement of the City's previous redwood tanks with steel tanks.
- Performed oversight of construction work beyond the originally planned seven weeks. Due to various construction complications and delays, the construction period has extended intermittently for a period of over four months. The extension of the construction work has led to additional oversight expenses that were not anticipated in the original scope of work.

(2) Change Order No. 1 to Taylor Bailey's Emergency Construction Contract for an additional \$3,114.91 for a total not-to-exceed amount of \$61,030.91. The additional funds are for the following services provided by Taylor Bailey:

- Assisted with the placement and installation of a solar panel for the Meadowood Tanks

FISCAL IMPACT

The fiscal impact of the current Contracts is as follows:

Contract	Current Not-to-Exceed	Amendment / Change Order	Revised Not-to-Exceed
EKI	\$147,500.00	\$4,000.00	\$151,500.00
Taylor Bailey	\$57,916.00	\$3,114.91	\$61,030.91
Total	\$205,416	\$7,114.91	\$212,530.91

The City is working with FEMA, CalOES, and REMIF for reimbursement of these expenses. The deductible for REMIF is \$100,000. Total expenses paid to-date for the Glass Fire are \$2,054,741, excluding salaries and benefits pertaining to disaster response.

RECOMMENDED ACTION

Consideration and Proposed Approval of a Resolution authorizing (1) the City Manager to execute Amendment No. 3 to STH Contract: FY 2021-025 in the amount of \$4,000 with EKI Environmental & Water, Inc. for a total not-to-exceed contract amount not to exceed \$151,500 for Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project Due to Glass Fire Incident, City Project No. E21-04 and (2) the Director of Public Works to approve Change Order No. 1 to Construction Contract: STH Contract: FY2021-063 for \$3,114.91 with Taylor Bailey, Inc. for Meadowood Water Tanks Emergency Replacement Project, CIP Project No. E21-04, for a total not-to-exceed contract amount of \$61,030.91.

ATTACHMENTS

[Attachment 1: STH Contract FY 2021-025 PSA EKI](#)

[Attachment 2: STH Contract FY2021-025-01A Amendment #1 EKI](#)

[Attachment 3: STH Contract FY2021-025-02A Amendment #2 EKI](#)

[Attachment 4: STH Contract FY2021-063 Taylor Bailey E21-04 Meadowood Tanks](#)

[Attachment 5: Resolution](#)

[Attachment 6: Amendment No. 3 STH Contract FY2021-025](#)

[Attachment 7: Taylor Bailey, Inc. Construction Contract Change Order](#)

STH Contract: FY 2021-025

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on October 3, 2020 by and between the City of St. Helena, located in the County of Napa, State of California (City), and EKI Environment & Water, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project due to Glass Fire Incident, City Project No. E21-04.

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”** (the “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”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

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 \$92,000.00 (Ninety-Two Thousand Dollars), 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,

Page 1 of 15

PSA EKI - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, 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

A. 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 in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

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.

Page 2 of 15

PSA EK1 - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

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).
 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: \$2,000,000 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: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 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. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.
- 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.

Page 3 of 15

PSA EK1 - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

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, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all

Page 4 of 15

PSA EK1 - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, 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, pertaining to, or relating to 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 (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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 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.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in 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.

Page 5 of 15

PSA EKI - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

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 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

Page 6 of 15

STH Contract: FY 2021-025

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.

Page 7 of 15

PSA EKI - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

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 – AUDIT AND INSPECTION OF 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 shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

Page 8 of 15

STH Contract: FY 2021-025

internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 17 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 18 – 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 19 – 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 of St. Helena
 1572 Railroad Avenue
 St. Helena, California 94574
 Attn: Mark T. Prestwich, City Manager

To Consultant: EKI Environment & Water, Inc.
 505 14th Street, Suite 250
 Oakland, California 94612

Page 9 of 15

PSA EKI - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

Jenn Hyman, PE, Director of Engineering

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.

SECTION 20 – 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 21 – 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 22 – 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 23 – 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.

Page 10 of 15

PSA EKI - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

SECTION 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

STH Contract: FY 2021-025

SECTION 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 31 – 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: Jennifer A Hyman Digitally signed by Jennifer A Hyman
Date: 2020.10.02 17:36:14 -07'00'
Name: Jennifer A. Hyman
Title: VP, Director of Engineering

City:

Mark T.
By: Prestwich Digitally signed by Mark T.
Prestwich
Date: 2020.10.03 10:31:15 -07'00'
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: Ethan Walsh Digitally signed by Ethan Walsh
CN = Ethan Walsh email = ethan.walsh@bbklaw.com C
OU = City of St. Helena OU = City Attorney
Date: 2020.10.03 11:36:41 -07'00'
Name: Ethan Walsh
Title: City Attorney

STH Contract: FY 2021-025

Exhibit A “Scope of Services”

Scope

On September 27, 2020, the Glass Fire began in the early morning hours near the intersection of Crystal Spring Road and North Fork Crystal Springs Road, in un-incorporated St. Helena. As a result, the City of St. Helena, that day, proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire incident which is affecting Napa and Sonoma counties.

The City of St. Helena owns and operates three (3) water tanks which service the Meadowood Resort and residents in the Madrone Knoll area. The Meadowood tanks are a critical asset to the City as it supplies water to the Meadowood Resort and 37 customers in the Madrone Knoll neighborhood. The tanks serve both potable water as well as provide water for fire suppression.

On September 28, 2020, at 11:30am, City staff received visual confirmation that the three Meadowood Water Tanks had been burned in the Glass Fire Incident and were no longer functional for City water operations. No City potable water will be available in this area until a temporary solution has been implemented. The City of St Helena is actively working on both a temporary and permanent solution for providing safe potable water to those directly impacted by the loss off three tanks.

The City of St. Helena has an urgent need to provide water services to its residents and replace the burned tanks due which are no longer functional. The City of St. Helena is a full-service City which includes providing water and wastewater treatment to the City of St. Helena as well as the Meadowood Resort and the Madrone Knoll neighborhood.

Project Understanding/ Description of Work

In the early morning of 28 September 2020, the Glass Fire burned through the existing three 65,000-gallon potable water redwood tanks at the end of Meadowood Lane. We know from design drawings provided by the City that two of the tanks were built in about 1965 and have reinforced concrete foundations. The third appears to be identical to the other two. The tanks provide fire-fighting water to Meadowood Resort and about 40 households in the Madrone Knoll area and so it is an emergency to replace water storage at the site. The tanks are located in a very narrow site accessed by a single lane driveway with sloped woods (now burnt) surrounding the tank area. The tanks are fed from the Madrone Knoll Pump Station (Zone 4) through an above-grade steel transmission main. A 2-inch electrical conduit that parallels the transmission main brings power and control wiring to the tank site from the pump house. The tanks could be drained at the pump station or from small valves at the tank site.

The City is in touch with Meadowood Resort who owns the property (the City has an easement for the tank site). At the same site are some equipment owned and maintained by Meadowood: two small poly tanks for irrigation water fed by an adjacent well (with a metered contribution from the nearest City tank) and a small pump house that feeds 3 large residences uphill. The City has some electrical equipment inside about half of the small pump house. All of these have also been destroyed by the fire.

Page 13 of 15

PSA EKI - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

The City has asked EKI to assist with the speedy and permanent replacement of these tanks. The current plan to urgently restore water service is for 3 6,900-gallon temporary poly tanks to be installed at the site, coordinated by Hydrosience. Hydrosience will also be pressure testing the existing water piping. The same contractor setting up this temporary tank system will also demo the redwood tanks. EKI will assist the City to obtain quotes for bolted steel tanks of the same size and configuration that can be quickly installed at the site. It is assumed that the City will seek reimbursement from FEMA for the cost of the tanks and to this end, EKI will prepare a damage assessment and assist as needed with securing FEMA reimbursement. The reuse of the three existing 26-foot concrete foundations is the most cost-effective approach. At this time we are assuming about the same size tanks will be installed (if the City wants larger tanks then a foundation design and geotechnical evaluation is needed). We will confirm with Carollo, the City's hydraulic modeler, the appropriate total volume of the tanks and maximum water level. The maximum fill level setting on the altitude valve was 14 ft 2" according to Clayton Church the City's Operation Manager.

EKI will provide civil, structural, and electrical engineering services as needed using subcontractor TJC and Associates (TJCAA) for electrical and structural consulting. Surveying will be provided by Terra Firma. Because time is of the essence, EKI will seek out pre-designed solutions where possible including pre-designed steel tanks. Bolted steel tanks do not come with seismic restraints so EKI will analyze the tanks procured and make recommendations. EKI will develop a simple tank specification and review the specifications of the tanks in stock. EKI will develop a work scope for the replacement of the electrical wiring and instrumentation to match the previous equipment that can be provided to an electrical contractor. EKI will coordinate and observe installation and startup of the tanks as well.

Some of the construction tasks that need to be completed for tank replacement that EKI will coordinate include:

- Demolition of the burnt tanks
- Installation of new steel tanks, disinfection, possible corrosion protection
- The analysis and addition if needed of seismic restraint system for the tanks
- Repair of the instrumentation, power and SCADA systems
- Possible replacement of piping, fittings and water mains
- Possible structural work such as modification of the foundations and new retaining walls

EKI will help the City decide if FEMA reimbursement is desired and if so, the requirements for qualifying. Due to the emergency declared and current lack of fire protection at the tank site bids will not be solicited for the tanks. The City has mentioned that there may be an issue with the easement for the tanks and survey may be needed so a task is created for this effort. At this time it is assumed Meadowood will take the lead in replacing the pump house and their irrigation tank system.

Deliverables for this project are:

1. Monthly invoice progress reports
2. Damage Assessment Memo
3. Seismic Analysis Memo
4. Tank Design Criteria
5. Electrical and Instrumentation Work Scope

Page 14 of 15

PSA EKI - Engineering Consulting Services Meadowood Tank 10012020

STH Contract: FY 2021-025

Exhibit B
“Compensation”

Estimated Budget

Although the scope is still under investigation, estimated tasks and placeholder budgets are as follows:

Task #	Task Title	Estimated Budget
1	Project Management/ Communications	\$10,000
2	Damage Assessment/FEMA Coordination	\$10,000
3	Structural -seismic Analysis	\$8,000
4	Electrical & Instrumentation Work Scope	\$6,000
5	Easement assistance/Surveying	\$8,000
6	Assist with Procurement of Steel Tanks	\$10,000
7	Construction Oversight/Coordination	\$20,000
	TOTAL	\$72,000
8	Supplemental Services (Optional)	\$20,000
	TOTAL with Supplemental Services	\$92,000

The work will be billed on a time and materials basis not to exceed the project total above. Budget will not be spent from the Supplemental Services Task 8 without advanced written approval from the City.

Client/Address: City of St. Helena



Proposal/Agreement Date:

EKI Proposal # C0-192

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC. - 2020**2 October 2020**

<u>Personnel Classification</u>	<u>Hourly Rate</u>	<u>5% Discounted + Cap</u>
Officer and Chief Engineer-Scientist	295	256
Principal Engineer-Scientist	283	256
Supervising I, Engineer-Scientist	273	256
Supervising II, Engineer-Scientist	263	250
Senior I, Engineer-Scientist	250	238
Senior II, Engineer-Scientist	237	225
Associate I, Engineer-Scientist	226	214
Associate II, Engineer-Scientist	211	201
Engineer-Scientist, Grade 1	197	187
Engineer-Scientist, Grade 2	185	176
Engineer-Scientist, Grade 3	170	161
Engineer-Scientist, Grade 4	150	143
Engineer-Scientist, Grade 5	133	126
Engineer-Scientist, Grade 6	116	111
Technician	107	102
Senior GIS Analyst	137	130
CADD Operator / GIS Analyst	122	115
Senior Administrative Assistant	134	127
Administrative Assistant	106	101
Secretary	88	83

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.



Schedule of Hourly Rates and Costs - 2020

TJC AND ASSOCIATES, INC.

Labor

Engineer

Level 10 (E10)	\$ 289.00 /hour
Level 9 (E9)	\$ 272.00 /hour
Level 8 (E8)	\$ 255.00 /hour
Level 7 (E7)	\$ 239.00 /hour
Level 6 (E6)	\$ 222.00 /hour
Level 5 (E5)	\$ 205.00 /hour
Level 4 (E4)	\$ 188.00 /hour
Level 3 (E3)	\$ 169.00 /hour
Level 2 (E2)	\$ 150.00 /hour
Level 1 (E1)	\$ 131.00 /hour

Drafting

Level 7 (C7)	\$ 184.00 /hour
Level 6 (C6)	\$ 160.00 /hour
Level 5 (C5)	\$ 144.00 /hour
Level 4 (C4)	\$ 134.00 /hour
Level 3 (C3)	\$ 115.00 /hour
Level 2 (C2)	\$ 97.00 /hour
Level 1 (C1)	\$ 76.00 /hour

Administrative

Level 10 (A10)	\$ 232.00 /hour
Level 9 (A9)	\$ 194.00 /hour
Level 8 (A8)	\$ 160.00 /hour
Level 7 (A7)	\$ 138.00 /hour
Level 6 (A6)	\$ 114.00 /hour
Level 5 (A5)	\$ 99.00 /hour
Level 4 (A4)	\$ 79.00 /hour
Level 3 (A3)	\$ 68.00 /hour
Level 2 (A2)	\$ 56.00 /hour
Level 1 (A1)	\$ 41.00 /hour

Reimbursable Expenses

Auto Mileage:	Standard set by IRS
Outside Services:	Cost + 10%
Materials and Other Expenses	Cost + 10%

Notes

1. All hourly rates and costs are subject to change without notice.
2. Schedule shall be subject to adjustments annually to reflect current staff salaries and escalation.

STH Contract: FY2021-025-01A

AMENDMENT #1

**TO PROFESSIONAL SERVICES AGREEMENT WITH EKI ENVIRONMENTAL & WATER, INC;
STH CONTRACT NO: FY2021-025 FOR ENGINEERING CONSULTING SERVICES FOR
MEADOWOOD TANKS EMERGENCY REPLACEMENT PROJECT DUE TO GLASS FIRE
INCIDENT, CITY PROJECT NO. E21-04 ADDING MEADOWOOD ASSOCIATES LP AND
MEADOWOOD RESORT LLP AS ADDITIONAL INSURED; ADDING FEDERAL FUNDING
REQUIREMENT LANGUAGE; AND ADDING PREVAILING WAGE LANGUAGE**

This First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 dated October 3, 2020 ("Agreement") is made as of this ____ day of _____, 2020 by and between the City of St. Helena and EKI Environmental & Water, Inc. (Consultant).

RECITALS

- A. On October 3, 2020, The City of St. Helena and EKI Environmental & Water, Inc. entered into an agreement to provide Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project due to Glass Fire Incident, City Project No. E21-04 in amount not-to-exceed \$92,000; and
- B. In order to secure necessary access to the Meadowood area, it has been requested by Meadowood Associates LP and Meadowood Resort LLP be added additional insured to all agreements; and
- C. The City desires to add federal funding requirement language to the Agreement; and
- D. The City of St. Helena and EKI Environmental & Water, Inc now desire to amend the Agreement to include the additional language.

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 7. Insurance Required G. Other Insurance Provisions, is amended to add Subsection 5. as follows:

"Meadowood Associates LP and Meadowood Resort LLP, 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. Section 31 – SPECIAL PROVISIONS is hereby deleted in its entirety to read as follows:

Page 1 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

“Section 31 - LABOR CODE REQUIREMENTS.

A. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

B. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.”

3. Section 32 – FEDERAL FUNDING REQUIREMENTS is hereby added to the Agreement to read as follows:

“Section 32 – FEDERAL FUNDING REQUIREMENTS. FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following:

Page 2 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

a. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

b. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.”

4. Exhibit “C” is hereby added in its entirety to the Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference.

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

Entered as of the day and year first above stated.

CITY OF ST. HELENA
a Municipal Corporation

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney St. Helena

Print Name: Mark T. Prestwich

Title: City Manager

EKI ENVIRONMENTAL & WATER, INC

By: _____

Print Name: Jennifer A. Hyman

Title: VP, Director of Engineering

Page 3 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

EXHIBIT "A"

EXHIBIT "C"

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, the Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the City of St. Helena.

1. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. See Agreement.
- (B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
 - (i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the

Page 4 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

- (iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

Page 5 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act:

- (i) If this contract is in excess of \$2,000 and if required by Federal program legislation, Consultant must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- (ii) The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port

Page 6 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

(iii) If applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(iv) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

(D) Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act:

(i) Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3) as may be applicable, which are incorporated by reference into this contract. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(ii) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(iii) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iv) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Page 7 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- (iv) Withholding for unpaid wages and liquidated damages. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier

Page 8 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(F) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(G) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Page 9 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

- (ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- (H) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- (I) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with

Page 10 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

the Agency the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(J) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- (i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

2. **MISCELLANEOUS PROVISIONS**

- (A) The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Page 11 of 12

First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-01A

- (C) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (D) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

STH Contract: FY2021-025-02A

AMENDMENT #2

**TO PROFESSIONAL SERVICES AGREEMENT WITH EKI ENVIRONMENTAL & WATER, INC;
STH CONTRACT NO: FY2021-025 FOR ENGINEERING CONSULTING SERVICES FOR
MEADOWOOD TANKS EMERGENCY REPLACEMENT PROJECT DUE TO GLASS FIRE
INCIDENT, CITY PROJECT NO. E21-04 FOR AN ADDITIONAL \$55,500 FOR A TOTAL
CONTRACT AMOUNT NOT-TO-EXCEED \$147,500.**

This Second Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 dated October 3, 2020 ("Agreement") is made as of this 25 day of February, 2021 by and between the City of St. Helena and EKI Environmental & Water, Inc. (Consultant).

RECITALS

- A. On October 3, 2020, The City of St. Helena and EKI Environmental & Water, Inc. entered into an agreement to provide Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project due to Glass Fire Incident, City Project No. E21-04 in amount not-to-exceed \$92,000; and
- B. In order to secure necessary access to the Meadowood area, it has been requested by Meadowood Associates LP and Meadowood Resort LLP be added additional insured to all agreements; and
- C. The City desires to add federal funding requirement language to the Agreement; and
- D. On October 7, 2020, a First Contract Amendment was approved to amend the Agreement to include the additional insured and additional language; and
- E. The Agreement's current Scope of Services does not include the funds or the additional work for additional professional services associated with engineering consulting services for meadowood tanks emergency replacement project; and
- F. Additional funding in the amount of \$55,500 has been requested for a total not-to-exceed contract of \$147,500; and
- G. The City of St. Helena and EKI Environmental & Water, Inc now desire to amend the Agreement to include the additional funding necessary for the Consultant to provide additional Engineering Consulting Services for the Meadowood Tanks Emergency Replacement Project.

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:

Page 1 of 5

Second Amendment to Professional Services Agreement City of St. Helena
STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-02A

1. Section 1. Basic Services

Parties agree to amend Section 1, "Basic Services" of the Agreement to provide additional services, as outlined in Exhibit A, "Scope of Work" attached hereto.

2. Section 4.A Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed \$147,500.00..."

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

Entered as of the day and year first above stated.

CITY OF ST. HELENA
a Municipal Corporation

By: Mark T. Prestwich
Digitally signed by Mark T. Prestwich
Date: 2021 02 25 15 32 35 -08'00'

Print Name: Mark T. Prestwich

Title: City Manager

EKI ENVIRONMENTAL & WATER, INC

By: Jennifer A Hyman
Digitally signed by Jennifer A Hyman
Date: 2021 02 24 20 12 32 -08'00'

Print Name: Jennifer A. Hyman

Title: VP, Director of Engineering

Attachments:

Exhibit A: "Scope of Services"

Exhibit B: "Compensation"

APPROVED AS TO FORM:

Ethan Walsh
Digitally signed by Ethan Walsh
DN: CN = Ethan Walsh email = ethan.walsh@sthdaw.com C = AD
Date: 2021 03 08 12 48 01 -08'00'

Ethan Walsh, City Attorney St. Helena

Geoff Ellsworth
Digitally signed by Geoff Ellsworth
Date: 2021 02 24 20 12 32 -08'00'
Geoff Ellsworth, Mayor

Second Amendment to Professional Services Agreement City of St. Helena
STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

Page 2 of 5

STH Contract: FY2021-025-02A

Exhibit A Scope of Services

The City of St. Helena (the City) contracted with EKI Environment and Water, Inc. (EKI) in October 2020 immediately after the Glass Fire to carry out the Meadowood Tanks Emergency Replacement Project. This original proposal was prepared quickly based on one site visit, and the full scope of services was not completely defined at the time. This proposed contract amendment addresses out-of-scope items subsequently identified to complete the project.

Work Scope and Budget for Work Accomplished to Date

To date, EKI has accomplished the following on the project:

- Prepared a site visit and damage assessment
- Prepared a piping plan and work scope and visited the site with the contractor with a quote pending from Taylor Bailey for the work (a new fire hydrant has been added)
- Prepared an electrical work scope and visited the site with the contractor with a quote pending from Telstar for the work (electrical is now solar powered)
- Performed a geotechnical investigation to confirm seismic design parameters
- Negotiated contract language for two contracts with NST Inc. of Santa Rosa, CA (the tank designer and contractor) to manufacture and install the tanks
- Coordinated with NST's structural engineer to iteratively arrive at a design for anchored bolted steel tanks of a standard size that will be able to be installed on the existing concrete pads and meet AWWA D103 design standards.
- Performed multiple reviews of the tank design submittals from NST
- Reviewed invoices from NST and developed an invoicing schedule
- Prepared one change order with NST with a second one pending
- The tanks are approved and are currently being manufactured with an estimated delivery date the week of 1 March 2021
- Participated in several coordination conference calls with Meadowood Resort and Meadowood HOA
- Performed project management and client communications

As of 22 January 2021, there is \$37,691.13 of budget remaining, of which \$20,000 is reserved for 3 weeks of construction oversight.

Work Scope and Budget for Work to Complete

The following key work items remain to be completed:

- Perform thickness testing of the concrete pads using ground penetrating radar (GPR) since as-built drawings of the tank pads are unavailable
- Coordinate and confirm delivery of the tank parts at a City offsite location
- Negotiate construction contracts with Taylor Bailey and Telstar
- Oversight of piping work, electrical work, tank construction, tank testing and disinfection, now anticipated to take up to 7 weeks instead of the originally-anticipated 3 weeks; EKI

Page 3 of 5

Second Amendment to Professional Services Agreement City of St. Helena
STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-02A

will contract with Green Valley Construction for construction management (CM) services, the same firm that performed CM on the Upper York Creek Restoration Project.

- Quality control testing of the steel tank interior coating using spark testing by Bay Area Coating Consultants
- NST, Taylor Bailey, and Telstar contract management
- Project coordination with Meadowood Resort including possible installation of a new solar panel
- Project management and client communications

Schedule for Work to Complete

The California Department of Drinking Water (DDW) set a deadline of 31 March 2021 for the new water tanks to be put into service, replacing the smaller temporary tanks that are currently at the site. NST has stated that they are hoping to deliver the tanks during the week of 2 March 2021; however, this delivery date has not yet been confirmed. Considering the work left to complete, it is unlikely all three tanks will be installed, tested and in service by this time, although one of the tanks may be. Once a delivery date is confirmed by NST we recommend that the City request a time extension from DDW.

STH Contract: FY2021-025-02A

Exhibit B
Compensation

The 8 tasks EKI originally envisioned have been reorganized into the 5 tasks now shown in Table 1, attached with anticipated additional budgets to complete the work remaining. The total additional budget requested is \$55,500, for a new project total of \$147,500.

The work will be billed on a time and materials basis not to exceed the new project total above using the rate sheet and conditions in EKI's agreement with the City dated 3 October 2020 and Amendment 1 Agreement dated 7 October 2020.

Table 1: Budget Summary

Task No.	Description	Original Budget	Billed through 22 January 2021	Budget Remaining	Additional Budget Needed	New Budget Total	Comments on New Budget Requested
1	EKI Project Management, Design and Procurement (Tasks 1-6)	\$ 28,500.00	\$ 28,598.50	\$ (98.50)	\$ 15,500.00	\$ 44,000.00	For project and contract management and coordination with Meadowood through May 2021
2	Structural Analysis and Electrical Work Scope	\$ 17,000.00	\$ 12,834.34	\$ 4,165.66	\$ -	\$ 17,000.00	Nearly complete
3	Easement/Surveying	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00	Will be used for GPR surveying of tank pads thickness
4	Construction Oversight	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 30,000.00	\$ 50,000.00	For increase of construction oversight from 3 to 7 weeks
5	Supplemental Services	\$ 20,000.00	\$ 12,876.03	\$ 7,123.97	\$ 10,000.00	\$ 30,000.00	For QC Coating testing
TOTALS:		\$ 92,000.00	\$ 54,308.87	\$ 37,691.13	\$ 55,500.00	\$ 147,500.00	

Page 5 of 5

Second Amendment to Professional Services Agreement City of St. Helena
STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

CITY OF ST. HELENA
CONSTRUCTION CONTRACT
MEADOWOOD WATER TANKS EMERGENCY REPLACEMENT PROJECT,
CIP PROJECT NO. E21-04

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 2021 by and between the City of St. Helena, a public agency of the State of California ("City") and Taylor Bailey Construction, a California corporation with its principal place of business at 355 La Fata Street, St. Helena, CA 94574. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing water tank manufacturing and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: B – General Building Contractor.

2.3 Project. City desires to engage Contractor to render such services for the Water Meadowood Tanks Emergency Replacement Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule/Fee (Exhibit "A")
- Draft Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Federal Requirements (Exhibit "G")
- Addenda
- Change Orders executed by the City
- Current Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9

- Final Plans and Specifications

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on

the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within 50 CALENDAR DAYS beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of five hundred dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Fifty-seven thousand none hundred and sixteen** Dollars (\$ 57,916.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled

to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable

occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited

to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items

of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide

the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4

of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence

or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

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

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Professional Liability (Errors & Omissions)*; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability (Errors and Omissions)*: \$1,000,000 per claim; and (4) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the

minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

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

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

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

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

3.13.3.4 Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Contract.

3.13.3.5 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced

or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

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

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

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

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

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City

concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except

for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Taylor Bailey Construction
355 La Fata Street
St. Helena, CA 94574
Attn: Robert Covey

CITY:

City of St. Helena
1572 Railroad Ave.
St. Helena, CA 94574
Attn: Erica Ahmann Smithies, Director of Public Works/City Engineer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option,

terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Napa, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions

concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Federal Provisions. When funding for the Work is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the federal requirements including, but not limited to, 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and the Federal Contract Provisions included in Exhibit "G" attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Contract and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ST. HELENA
AND TAYLOR BAILEY CONSTRUCTION**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and year first above written.

CITY OF ST. HELENA

Approved By:

Mark T. Prestwich
City Manager

Attested By:

Cindy Tzafopoulos
City Clerk

Approved As To Form:

Ethan Walsh
City Attorney

TAYLOR BAILEY CONSTRUCTION

Signature

Robert C Covey

Name

Owner

Title

February 22.2021

Date

EXHIBIT "A"

SERVICES / SCHEDULE / FEE

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Concrete Pad Repair Prior to Construction	Lump sum	1		\$2,592.00
2	Tank Testing and Disinfection	Per Tank	3	\$1,475.00	\$4,425.00
3	Tank 1 Piping Including 1-inch Water Service and Pressure Switch/Gage Assembly	Lump sum	1		\$13,649.00
4	Tank 2 Piping	Lump sum	1		\$12,578.00
5	Tank 3 Piping Including Pipe under Road, Fire Hydrant, Pavement Repair	Lump sum	1		\$24,672.00
-	Total Bid Price for Items 1-5				\$57,916.00

EXHIBIT “B”
SCOPE OF WORK



18 February 2021

MEMORANDUM

To: Erica Ahmann Smithies, P.E. (City of St. Helena)

From: Jenn Hyman, P.E. and Dave Umezaki, P.E. (EKI Environment & Water, Inc.)

Subject: Meadowood Tanks Emergency Replacement Project – CIP Project No. E21-04
Piping Plan Work Scope
Meadowood Tanks Site, St. Helena, California
(EKI C00104.00)

This memorandum describes the scope of work for Taylor-Bailey Construction (Taylor-Bailey) related to the emergency replacement of the City of St. Helena's (City's) Meadowood Tanks.

PROJECT BACKGROUND

In the early morning of 28 September 2020, the Glass Fire burned through the existing three 65,000-gallon potable water redwood tanks at the end of Meadowood Lane, shown on Figure 1 and 2. These tanks provided fire-fighting water to Meadowood Resort and about 40 households in the Madrone Knoll area (Zone 4 of the City's water system) and therefore need to be replaced as soon as is feasible. The California Department of Drinking Water has set a deadline of 31 March 2021 for installation of the permanent tanks. The tank replacement project involves permanently replacing the redwood tanks with tanks meeting American Water Works Association (AWWA) standards of similar capacity. The tanks are being provided and installed by National Storage Tank, Inc. (NST) of Santa Rosa under a separate contract, and Telstar Instruments will perform the electrical work. The City requested that Taylor-Bailey install the piping and perform various related construction tasks needed to provide a fully operational tank system. These tasks are described in the section below.

The following work will be performed by others:

- Providing and installing the new three (3) steel flat panel epoxy-coated bolted tanks, with capacities of approximately 65,000 gallons each, and associated accessories including seismic anchoring to the existing concrete pads, ladder, roof hatch, side hatch, overflow pipe, and inlet/outlet pipe; and
- Replacement of electrical conduit and other electrical, instrumentation, and control components of the project.
- Piping downstream of the water meter and backflow device for a customer.

SCOPE OF WORK FOR PIPING PLAN (WORK BY TAYLOR-BAILEY)

All work shall comply with AWWA and City of St. Helena standards, including NSF 61 compliance for potable water. Tasks to be performed by Taylor-Bailey include the following:

Erica Ahmann Smithies, P.E.
 City of St. Helena
 18 February 2021
 Page 2 of 4



Task 1: Concrete Pad Repair Prior to Tank Construction (February 2021)

- Prior to installation of the new tanks (expected to start 2 March 2021), Taylor-Bailey will remove any existing drain piping from the notches in the three (3) concrete pads shown on Figure 2, and then will fill the notches by this method:
 - First, roughen the surface then apply a bonding agent to the roughened surface immediately prior to placing patching material.
 - Finally, fill the notch with non-shrink grout patch mix extended with pea gravel.
 - The dimensions of the notches are as follows:
 - Tank 1 and 2 notches are approximately 12 inches wide, 24 inches long, and 9 inches deep.
 - The Tank 3 notch is approximately 9 inches wide, 24 inches long, and 12 inches deep

Task 2: Assist with Tank Testing and Disinfection During Tank Construction (March 2021)

- Prior to testing of the three (3) tanks, install blind flanges on the 6" inlet/outlet piping to prepare the tanks for testing.
- Fill the three (3) tanks with water for leak testing, utilizing an air gap, and then empty the tanks following the testing and dispose of the water.
 - Tank capacity is approximately 65,000 gallons for each of the three tanks.
 - Water is available onsite from the temporary tanks. There is likely to be no power at the site.
 - As the City has a deadline of 31 March 2021 for putting the tanks back into service, each tank will be tested as soon as it is ready.
 - Tanks may be slowly drained onto the ground if provisions are made for this with the blind flanges
- Perform disinfection and disinfection testing of the tanks in accordance with the most recent version of American Water Works Association (AWWA) Standard C652.
- After a minimum of five (5) days after filling the tanks, obtain water samples from the tank for volatile organic compound (VOC) analysis and arrange for laboratory analysis.

Task 3: Tank Piping Construction (March 2021)

- Demolish existing piping and valves where shown on Figure 2.
- Install new and replacement piping, fire hydrant and appurtenances as shown on Figure 2 and the attached sketches, and then transfer the operation of the tanks from the temporary tanks to these new tanks as soon as the new tanks are available. The 1-inch water meter and backflow assembly will be installed above grade to serve a customer uphill from the tank site.

Erica Ahmann Smithies, P.E.
 City of St. Helena
 18 February 2021
 Page 3 of 4



- Equipment list:
 - Three (3) 6" gate valves: Mueller or equal
 - Three (3) 6" Seismic Flex couplings: Proco System 232 rubber expansion joint, 6-inch diameter, 10-inch length, material code EE-NSF61, or equal (see attached manufacturer brochure)
 - One (1) single fire hydrant: Clow Model 850 (see attached City Standard Drawing No. 101 for configuration)
 - One (1) break-off check valve: Clow Model LP619 (see attached manufacturer cut sheet)
 - One (1) backflow prevention device: Reduced pressure backflow prevention device, Watts No. 909, Febco Series 825Y, 825, or equal (see attached City Standard Drawing No. 106 for configuration)
 - Meter: 1-inch meter to be provided by the City
- Install an electrical conduit for Telstar in the trench under the driveway (Telstar to provide) before backfilling
- Restore driveway pavement for installation of new buried piping to Tank 3.
- Replace four (4) temporary pipe supports with two pairs of permanent concrete supports, each pair supporting one of two pipe couplings, in the area shown on Figure 2. (Refer to Photo 1.)
 - For costing purposes, assume supports are 1 foot in diameter and are 8 feet long (embedded 6 feet deep) at each of the two joints, with metal pipe support attached to the top between them.
- Assist with transferring the temporary poly tanks to the steel tanks to put them into service. As soon as Tank 1 or 2 is ready to put into service it will replace the 3 temporary poly tanks, which are less volume in total than one steel tank.

Figures and Attachments

Figure 1 – Meadowood Tanks Vicinity Map

Figure 2 – Meadowood Tanks Site Map

Photo 1 – Photograph of Pipe Supports to be Replaced

City Standard Drawing Nos. 100 and 106

Manufacturer Brochures/Cut Sheets for Proco expansion joint and CLOW FH break off check valve

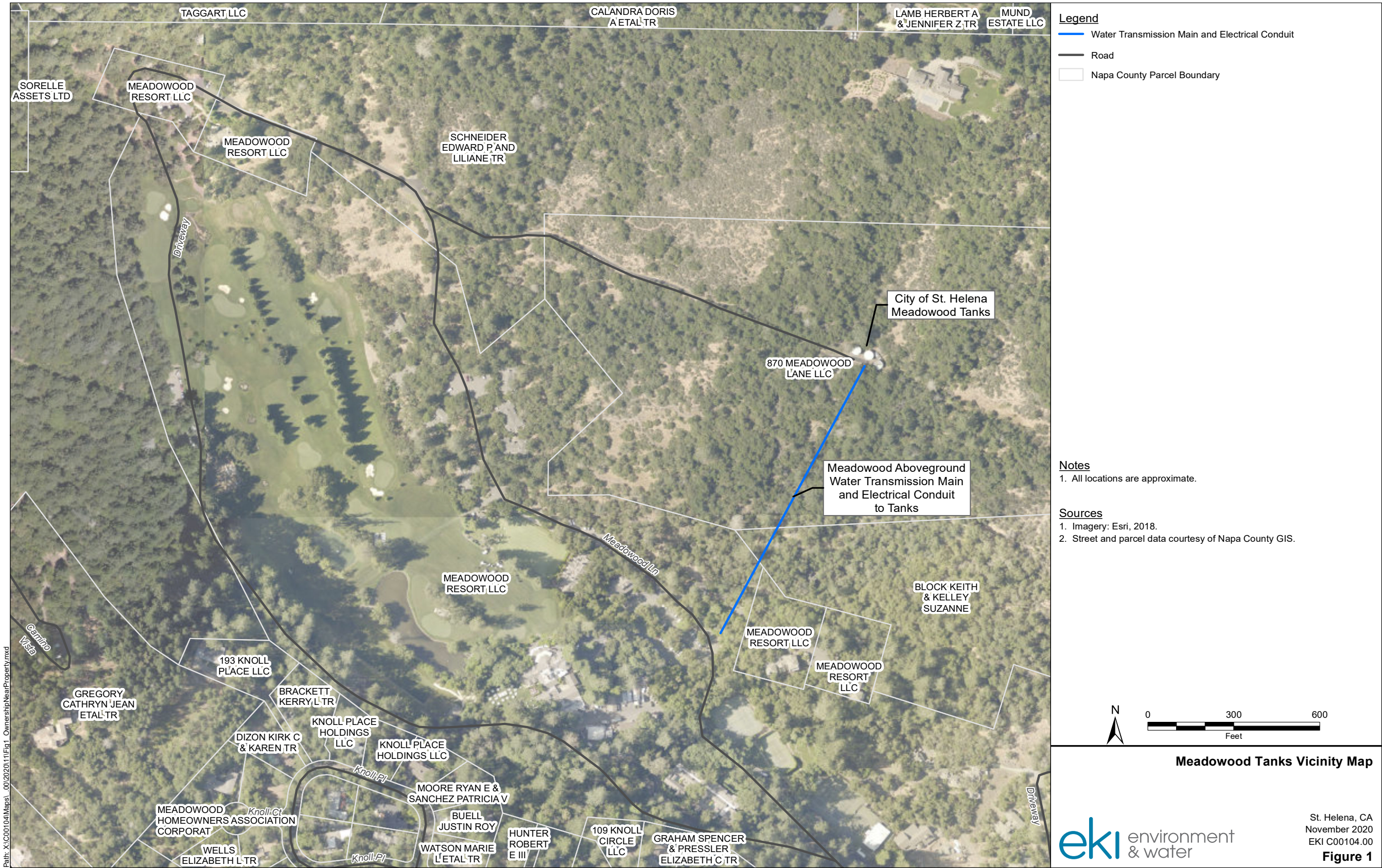
Erica Ahmann Smithies, P.E.
 City of St. Helena
 18 February 2021
 Page 4 of 4



Bid Table

Taylor-Bailey will complete the Work described above and on the attached drawings for the price listed below. Assume the City will provide the fire hydrant assembly parts, 6-inch gate valves, and 6-inch ductile iron (DI) pipe and fittings.

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Concrete Pad Repair Prior to Construction	Lump sum	1		
2	Tank Testing and Disinfection	Per Tank	3		
3	Tank 1 Piping Including 1-inch Water Service and Pressure Switch/Gage Assembly	Lump sum	1		
4	Tank 2 Piping	Lump sum	1		
5	Tank 3 Piping Including Pipe under Road, Fire Hydrant, Pavement Repair	Lump sum	1		
-	Total Bid Price for Items 1-5				



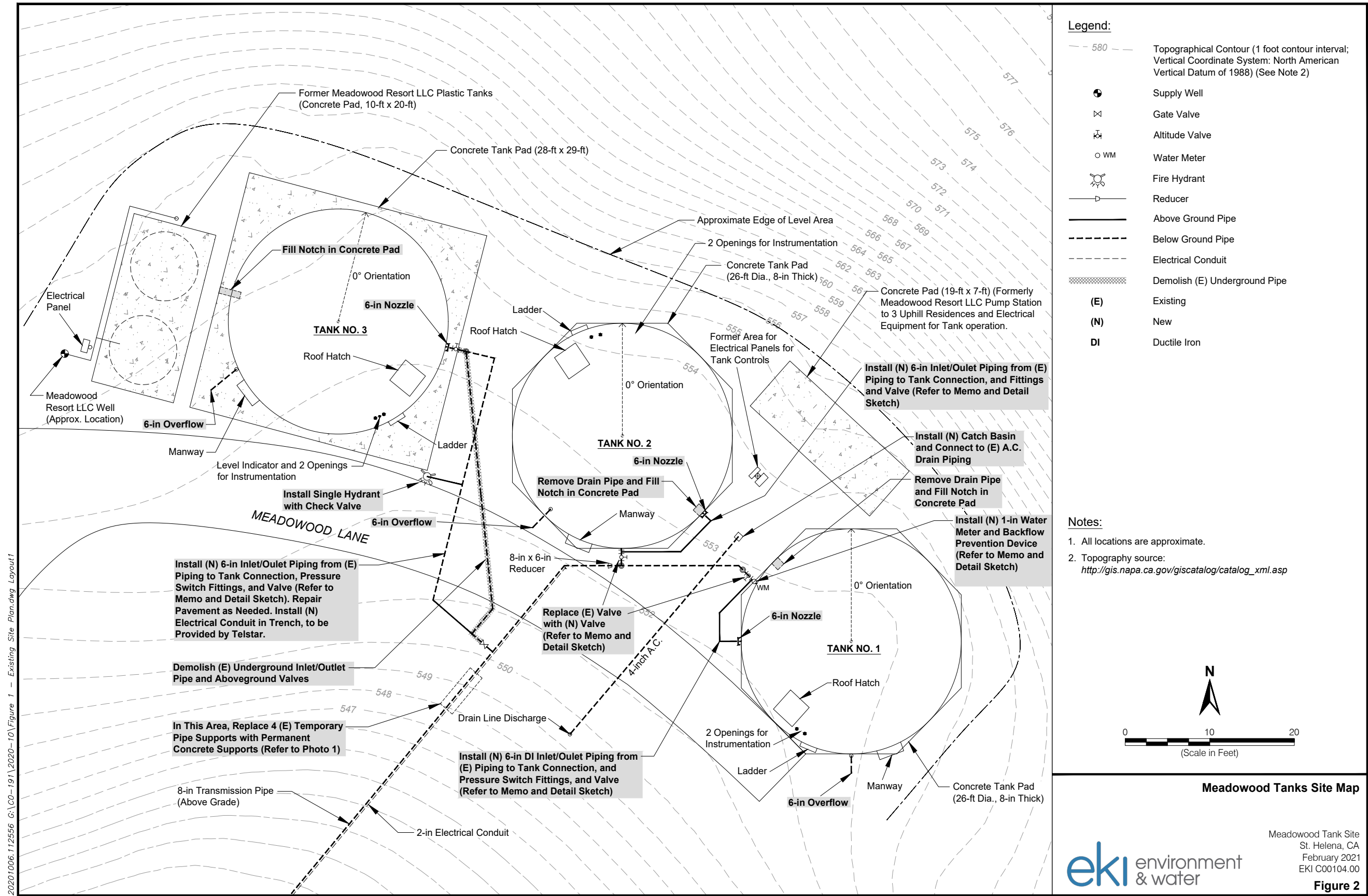
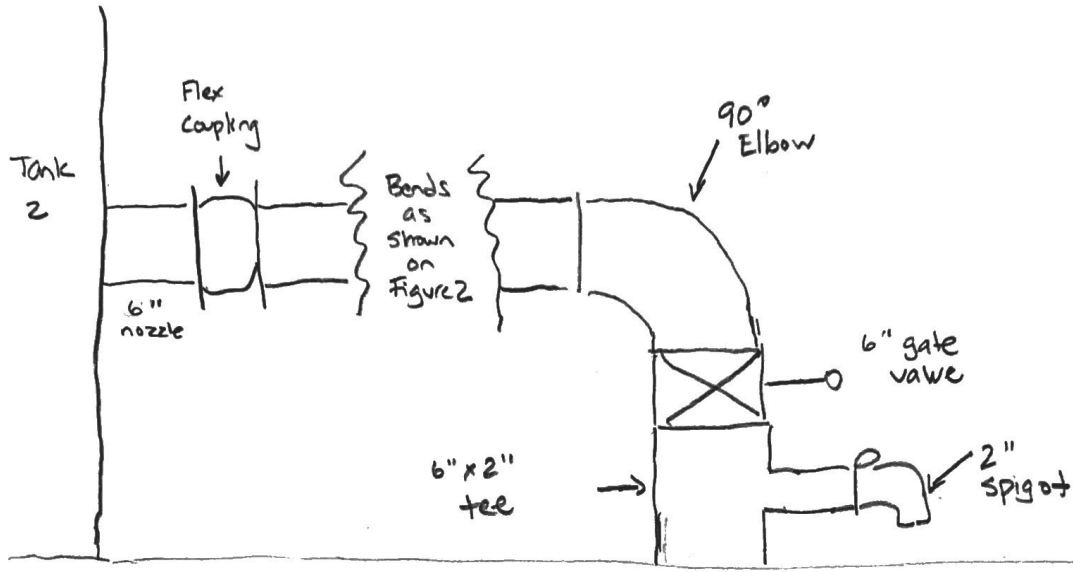
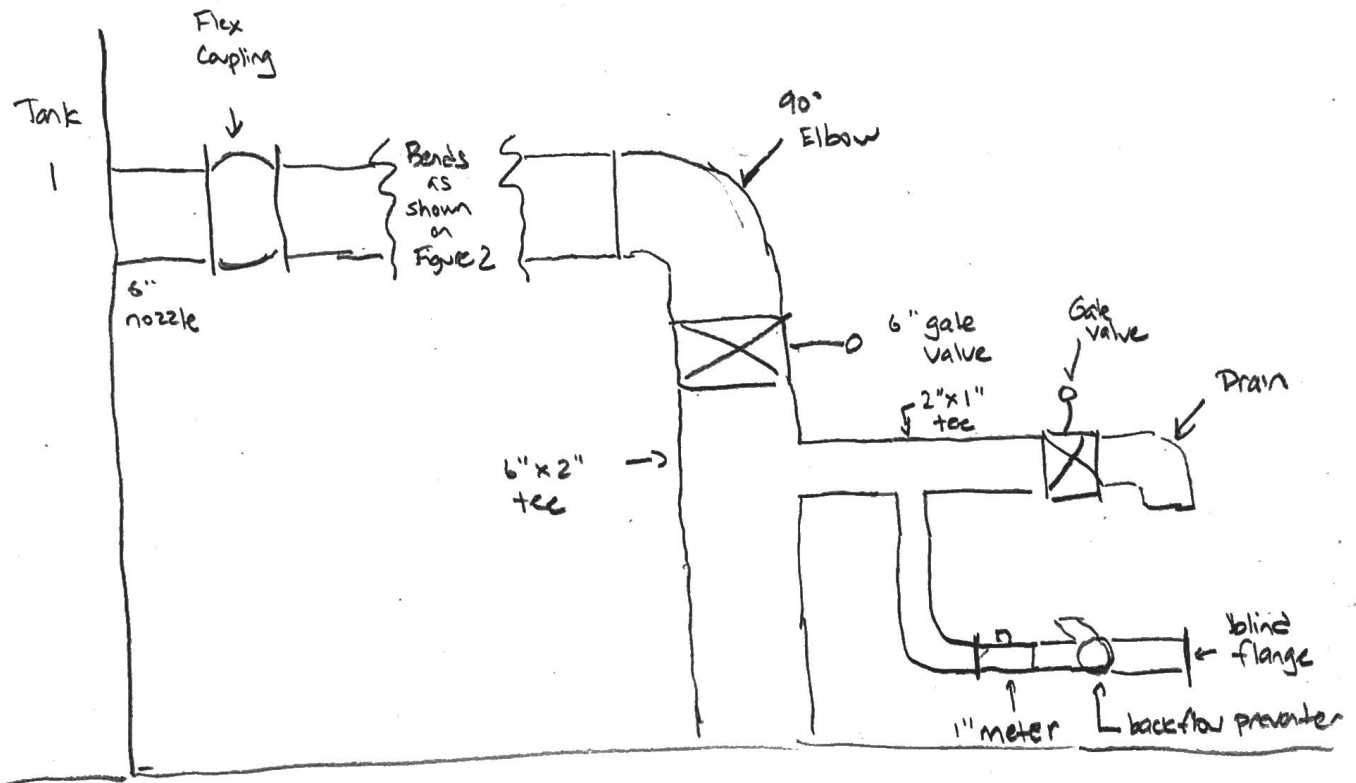




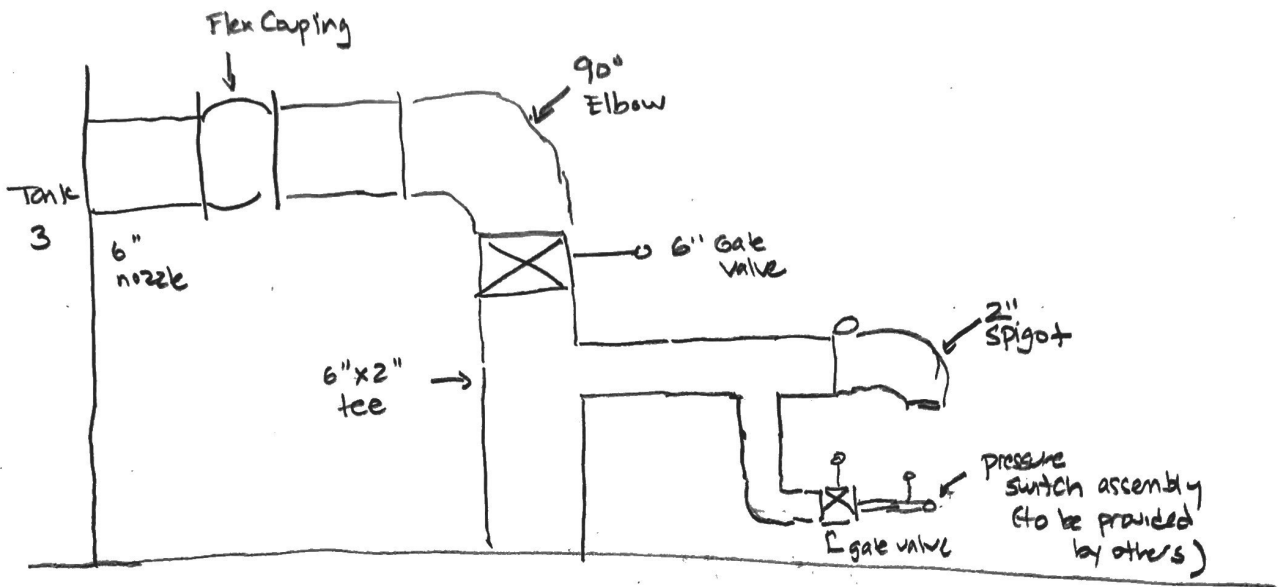
PHOTO 1



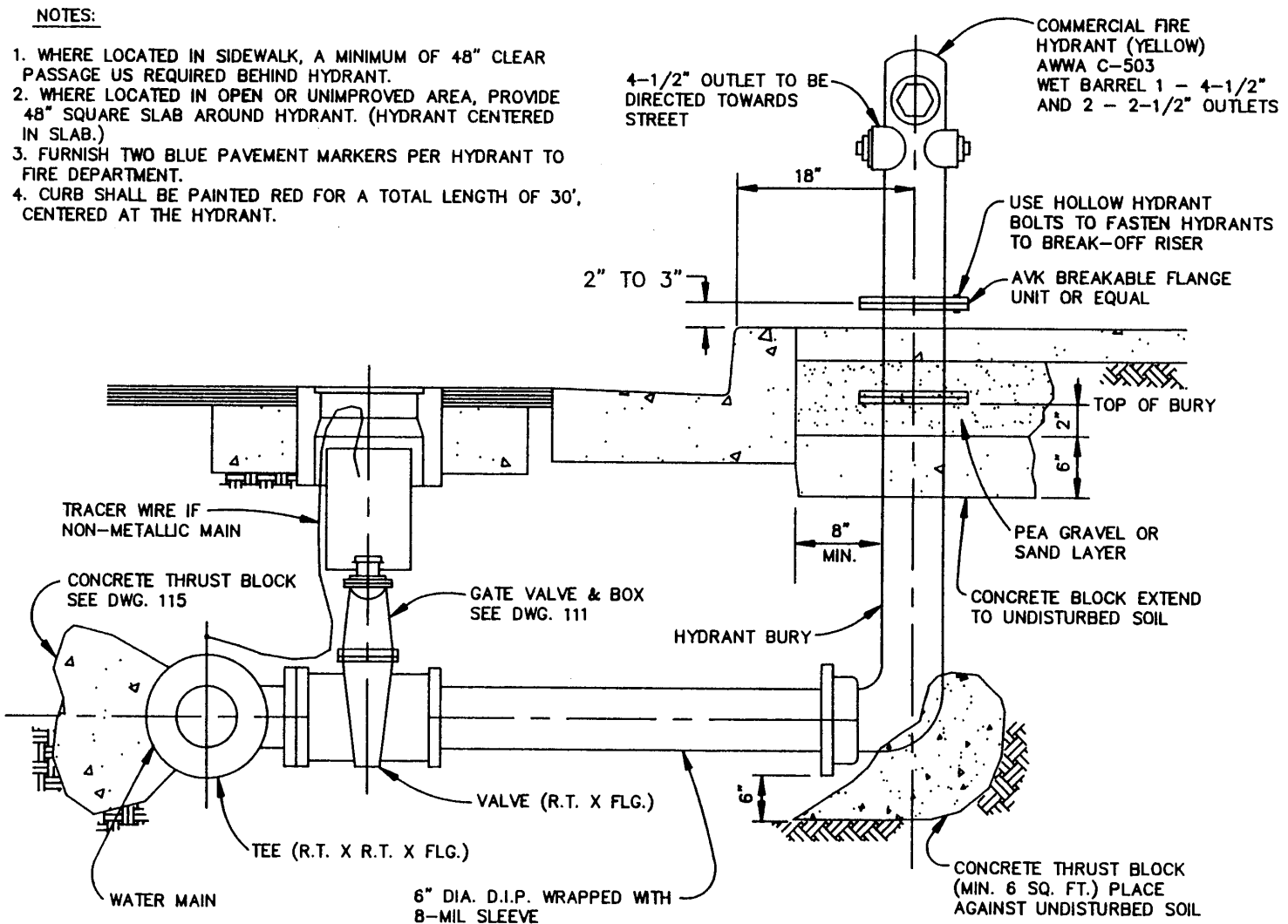
TANK 2 PIPING
(NOT TO SCALE)



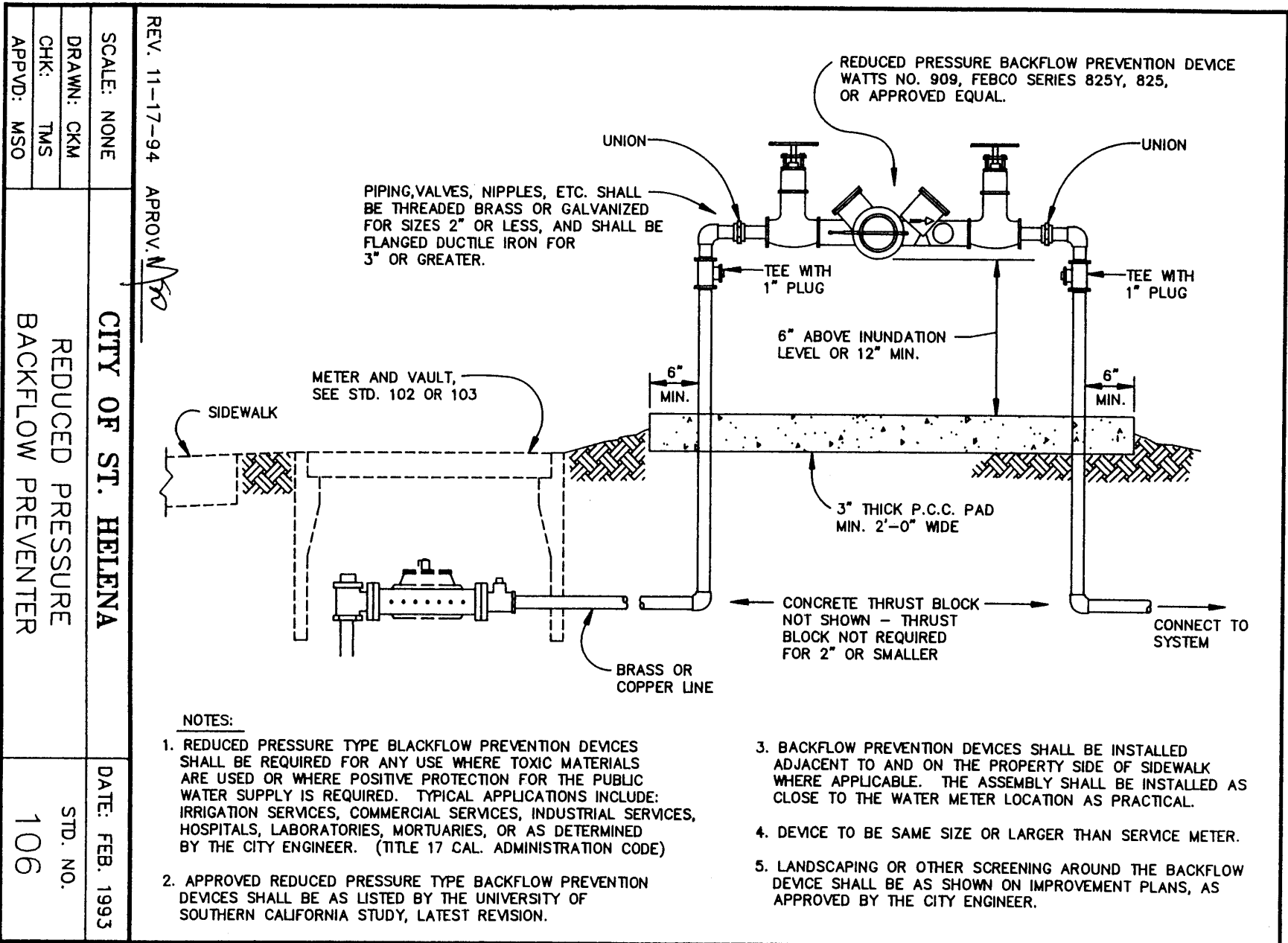
TANK 1 PIPING
(NOT TO SCALE)

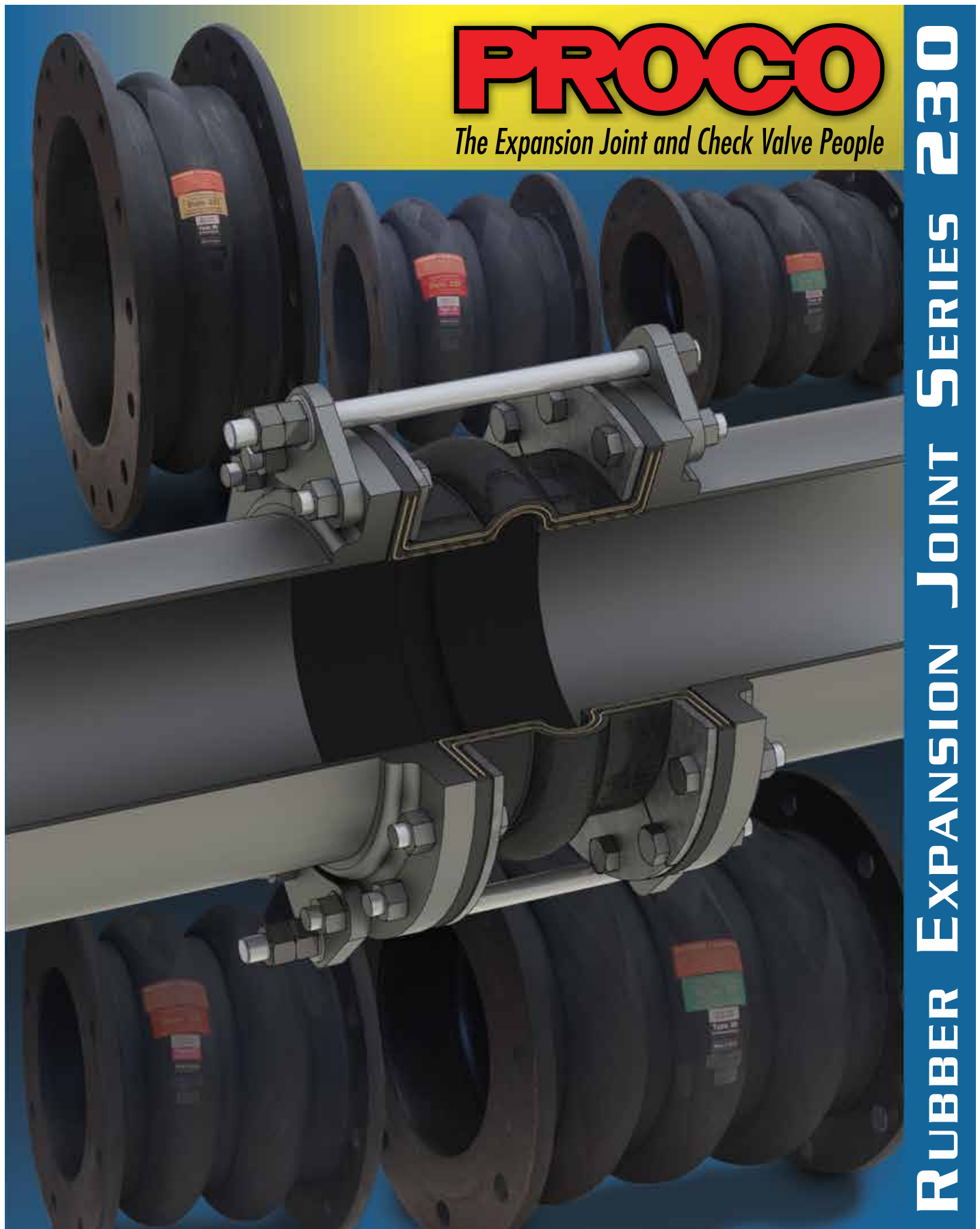


TANK 3 PIPING
(NOT TO SCALE)



SCALE: NONE	CITY OF ST. HELENA	DATE: JUNE 15, 2015
DRAWN: DRH	FIRE HYDRANT	STD. NO.
CHK:		101
APPVD:		





Proco Series 230 Rubber Joints

Proco Series 230 Rubber Expansion Joints are designed for piping systems to absorb pipe movements, relieve stress, reduce system noise/vibration, compensate for misalignment/offset and to protect rotating mechanical equipment against start-up surge forces.

The Style 231 and FA231: Single wide-arch product and work horse for industrial applications available in open arch and filled arch configurations.

The Style 232 and FA232: Double wide-arch product where more movement is needed. Available in open arch and filled arch configurations.

The Style 233 and FA233: Triple wide-arch product where most movement is needed. Available in open arch and filled arch configurations.

Features and Benefits:

Absorbs Directional Movement

Thermal movements appear in any rigid pipe system due to temperature changes. The Series 230 wide arch expansion joints allow for axial compression or axial extension, lateral deflection as well as angular and torsional movements. (Note: Rated movements in this publication are based on one plane movements. Multiple movement conditions are based on a multiple movement calculation.)

Less Turbulence or Material Entrapment

The Series 230 expansion joints are manufactured with the integral rubber flange joining the body at a true 90° angle. This ensures the product will install snug against the mating pipe flange free of voids creating less turbulence in the pipe system. The Series 230 is also available with a filled arch for applications that have 20% or more solids in the process.

Absorbs Vibration, Noise and Shock

The Proco Series 230 rubber expansion joints effectively dampen and insulate downstream piping against the transmission of noise and vibration generated by mechanical equipment. Noise and vibrations caused by equipment can cause stress in pipe, pipe guides, anchors and other equipment downstream. The Series 230 expansion joints will help relieve noise and vibration occurrences in a pipe system. Water hammer and pumping impulses can also cause strain, stress or shock to a piping system. Install the Series 230 to help compensate for these system pressure spikes.

Compensates for Misalignment

Rubber expansion joints are commonly used by contractors and plant personnel to allow for slight pipe misalignment during installation of new piping and or replacement applications. (Although rubber expansion joints can be made with permanent offsets, it is suggested that piping misalignments be limited to no more than 1/8" per the Fluid Sealing Association Piping Expansion Technical Handbook www.fluidsealing.com.)

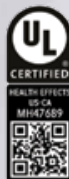
Wide Service Range and Less Weight

Engineered to operate up to 200 PSIG (nominal size dependent) Or up to 250°F (elastomer dependent), the Series 230 can be specified for a wide range of piping system requirements. The Series 230 rubber expansion joints are constructed in various elastomers with rubber impregnated polyester tire cord and reinforced with wire to create a product with greater operating performance.

Material Identification

All Series 230 expansion joints are strip branded with cure dates and elastomer designations.

All Neoprene Tube/Neoprene Cover (NN) and Nitrile Tube/Neoprene Cover (NP) elastomer designated joints meet the Coast Guard Requirements and conform to ASTM F 1123-87. EE-NSF/61 - ANSI/NSF Standard 61 standards were developed by the National Sanitation Foundation (NSF), and the American National Standards Institute (ANSI) and relates to water treatment which establishes stringent requirements for the control of equipment that comes in contact with either potable water or products that support the production of potable water



Large Inventory

Proco Products, Inc. maintains one of the largest inventories of rubber expansion joints in the world. Please contact us for price and availability.

**Protecting Piping and Equipment
Systems from Stress/Motion**

Information subject to change without notice.

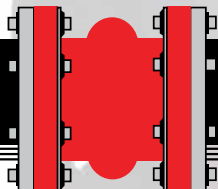


Table 1: Available Materials • Temperatures

For Specific Chemical Compatibilities, See: PROCO "Chemical To Elastomer Guide"					
Material Code	Cover 1,2 Elastomer	Tube 1,2 Elastomer	Maximum Operating Temp. °F (°C)	Branding Label Color	F.S.A. Material Class
BB	Chlorobutyl	Chlorobutyl	250° (121°)	Black	STD. III
EE	EPDM	EPDM	250° (121°)	Red	STD. III
EE-NSF61⁶	EPDM	EPDM	250° (121°)	Red	STD. III
EQ	EPDM	FDA-EPDM	250° (121°)	Red ³	STD. II
NH	Neoprene	CSM	212° (100°)	Green	STD. II
NN	Neoprene	Neoprene	225° (107°)	Blue	STD. II
NF	Neoprene	FDA-Neoprene	225° (107°)	Blue ³	STD. II
NP	Neoprene	Nitrile	212° (100°)	Yellow	STD. II
NR	Neoprene	Natural Rubber	180° (82°)	White	STD. I
NG	Neoprene	Natural Gum	180° (82°)	Tan	STD. I

Notes:

All Products are reinforced with Polyester Tire Cord

1. Expansion Joint "Cover" can be coated with CSM UV Resistant Coating.

2. All NN & NP elastomer designated joints meet the Coast Guard Requirements and conform to ASTM F 1123-87 and are marked accordingly.

3. Branding Label will be marked as "Food Grade".

4. All elastomers above are not intended for steam service

5. BB or EE are good for 300°F blower service at 20 PSI or less.

6. EE-NSF/61 UL Classified Water Quality

Style 231 Performance Data

Table 2: Sizes • Movements • Design Pressures • Weights

Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral ¹⁰ Length Inch / (mm)		231 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
				Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In ² / (cm ²)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
1	(25)	6	(152)	0.6 (20)	0.4 (10)	0.5 (12)	50.4	2	5.31 (35)	200 (14)	26 (660)	2.0 (0.8)	2.0 (0.8)	2.3 (1.0)
1.25	(32)	6	(152)	0.8 (20)	0.4 (10)	0.5 (12)	43.1	2	6.38 (42)	200 (14)	26 (660)	2.5 (1.1)	2.5 (1.1)	2.3 (1.0)
1.5	(40)	6	(152)	0.8 (20)	0.4 (10)	0.5 (12)	38.1	2	7.55 (49)	200 (14)	26 (660)	3.0 (1.4)	2.5 (1.1)	2.3 (1.0)
2	(50)	6	(152)	1.4 (35)	0.7 (17)	0.6 (16)	34.2	2	12.57 (81)	200 (14)	26 (660)	4.0 (1.8)	4.0 (1.8)	2.8 (1.3)
		7	(178)											
		8	(203)											
		9	(229)											
2.5	(65)	10	(254)	1.4 (35)	0.7 (17)	0.6 (16)	27.6	2	15.90 (103)	200 (14)	26 (660)	4.5 (2.0)	4.5 (2.0)	2.8 (1.3)
		12	(305)											
		6	(152)											
		7	(178)											
3	(80)	8	(203)	1.4 (35)	0.7 (17)	0.6 (16)	23.0	2	19.64 (127)	200 (14)	26 (660)	5.5 (2.5)	5.5 (2.5)	2.8 (1.3)
		9	(229)											
		10	(254)											
		12	(305)											
4	(100)	6	(152)	1.4 (35)	0.7 (17)	0.6 (16)	18.8	2	28.27 (182)	200 (14)	26 (660)	8.0 (3.6)	8.0 (3.6)	2.8 (1.3)
		7	(178)											
		8	(203)											
		9	(229)											
5	(125)	10	(254)	1.6 (40)	0.8 (20)	0.7 (18)	15.2	2	43.01 (277)	190 (13)	26 (660)	9.0 (4.1)	8.5 (3.9)	4.0 (1.8)
		12	(305)											
		6	(152)											
		7	(178)											

See Notes Page 6

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Style 231 Performance Data continued...

Table 2: Sizes • Movements • Design Pressures • Weights

Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral Length Inch / (mm)	231 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
			Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In ² / (cm ²)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
6	(150)	6	(152)										
		7	(178)										
		8	(203)	1.6	0.8	0.7	12.8	2	55.42	190	11.0	9.5	4.0
		9	(229)	(40)	(20)	(18)			(358)	(13)	(5.0)	(4.3)	(1.8)
		10	(254)										
8	(200)	12	(305)										
		6	(152)										
		7	(178)										
		8	(203)	1.6	0.8	0.7	9.7	2	89.95	190	15.0	14.5	8.0
		9	(229)	(40)	(20)	(18)			(580)	(13)	(6.8)	(6.6)	(3.6)
10	(250)	10	(254)										
		12	(305)										
		14	(356)										
		8	(203)	1.6	0.8	0.7	9.1	2	120.76	190	23.0	17.0	10.0
		9	(229)	(40)	(20)	(18)			(779)	(13)	(10.4)	(7.7)	(4.5)
12	(300)	10	(254)										
		12	(305)										
		14	(356)										
		8	(203)	1.6	0.8	0.8	7.6	2	172.03	190	34.0	24.5	10.0
		9	(229)	(40)	(20)	(20)			(1110)	(13)	(15.4)	(11.0)	(4.5)
14	(350)	10	(254)										
		12	(305)										
		14	(356)										
		8	(203)	1.6	0.8	0.8	6.5	2	221.67	130	40.0	27.0	12.0
		9	(229)	(40)	(20)	(20)			(1430)	(9.0)	(18.1)	(12.3)	(5.4)
16	(400)	10	(254)										
		12	(305)										
		14	(356)										
		8	(203)	1.6	0.8	0.8	5.7	2	277.59	115	47.0	33.5	15.0
		9	(229)	(40)	(20)	(20)			(1791)	(8.0)	(21.3)	(15.2)	(6.8)
18	(450)	10	(254)										
		12	(305)										
		14	(356)										
		8	(203)	1.6	0.8	0.8	5.1	2	339.80	115	56.0	34.0	16.0
		9	(229)	(40)	(20)	(20)			(2192)	(8.0)	(25.4)	(15.5)	(7.2)
20	(500)	10	(254)										
		12	(305)										
		14	(356)										
		8	(203)	1.6	0.8	0.8	5.7	2	408.28	115	67.0	38.0	16.0
		9	(229)	(40)	(20)	(20)			(2634)	(8.0)	(30.4)	(17.3)	(7.2)

Table 2: Sizes • Movements • Design Pressures • Weights

Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral ¹⁰ Length Inch / (mm)		231 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
				Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In2 / (cm2)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
22	(550)	10	(254)	2.0	1.0	0.9	5.2	2	498.76	100	26	70.0	44.0	19.0
		12	(305)	(50)	(25)	(23)			(3218)	(7.0)	(660)	(31.8)	(20.0)	(8.6)
		14	(356)											
24	(600)	10	(254)	2.0	1.0	0.9	4.8	2	581.76	100	26	79.0	48.0	20.0
		12	(305)	(50)	(25)	(23)			(3749)	(7.0)	(660)	(35.8)	(21.8)	(9.0)
		14	(356)											
26	(650)	10	(254)	2.0	1.0	0.9	4.4	2	669.66	90	26	100.0	51.0	20.0
		12	(305)	(50)	(25)	(23)			(4320)	(6.0)	(660)	(45.4)	(23.1)	(9.0)
		14	(356)											
28	(700)	10	(254)	2.0	1.0	0.9	4.1	2	764.54	90	26	102.0	55.0	28.0
		12	(305)	(50)	(25)	(23)			(4933)	(6.0)	(660)	(46.3)	(25.0)	(12.6)
		14	(356)											
30	(750)	10	(254)	2.0	1.0	0.9	2.2	2	865.70	90	26	117.0	63.0	29.5
		12	(305)	(50)	(25)	(23)			(5585)	(6.0)	(660)	(53.1)	(28.6)	(13.3)
		14	(356)											
32	(800)	10	(254)	2.0	1.0	0.9	3.6	2	973.14	90	26	120.0	68.0	33.0
		12	(305)	(50)	(25)	(23)			(6278)	(6.0)	(660)	(54.4)	(30.8)	(14.9)
		14	(356)											
34	(850)	10	(254)	2.0	1.0	0.9	3.4	2	1086.87	90	26	122.0	72.0	43.0
		12	(305)	(50)	(25)	(23)			(7012)	(6.0)	(660)	(55.3)	(32.7)	(19.5)
		14	(356)											
36	(900)	10	(254)	2.0	1.0	0.9	3.2	2	1206.87	90	26	143.0	76.0	43.0
		12	(305)	(50)	(25)	(23)			(7786)	(6.0)	(660)	(64.9)	(34.5)	(19.5)
		14	(356)											
38	(950)	10	(254)	2.0	1.0	0.9	3.0	2	1333.16	90	26	162.0	86.0	43.0
		12	(305)	(50)	(25)	(23)			(8601)	(6.0)	(660)	(73.5)	(39.0)	(19.5)
		14	(356)											
40	(1000)	10	(254)	2.0	1.0	0.9	2.9	2	1465.74	90	26	173.0	100.0	43.0
		12	(305)	(50)	(25)	(23)			(9456)	(6.0)	(660)	(78.5)	(45.5)	(19.5)
		14	(356)											
42	(1050)	12	(305)	2.4	1.2	1.1	3.3	2	1661.90	80	26	193.0	100.0	44.0
		14	(356)	(60)	(30)	(28)			(10722)	(5.5)	(660)	(87.5)	(45.5)	(20.0)
44	(1100)	12	(305)	2.4	1.2	1.1	3.1	2	1809.56	80	26	198.0	104.0	44.0
		14	(356)	(60)	(30)	(28)			(11675)	(5.5)	(660)	(89.8)	(37.2)	(20.0)
46	(1150)	12	(305)	2.4	1.2	1.1	3.0	2	1963.50	80	26	205.0	127.0	44.0
		14	(356)	(60)	(30)	(28)			(12668)	(5.5)	(660)	(93.0)	(57.6)	(20.0)

See Notes Page 6

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Style 231 Performance Data continued...

Table 2: Sizes • Movements • Design Pressures • Weights														
Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral ¹⁰ Length Inch / (mm)		231 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
				Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In2 / (cm2)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
48	(1200)	12	(305)	2.4	1.2	1.1	2.9	2	2123.72	80	26	211.0	132.0	44.0
		14	(356)	(60)	(30)	(28)			(13700)	(5.5)	(660)	(95.7)	(59.9)	(20.0)
50	(1250)	12	(305)	2.4	1.2	1.1	2.8	2	2290.72	80	26	240.0	134.0	44.0
		14	(356)	(60)	(30)	(28)			(14776)	(5.5)	(660)	(108.8)	(60.0)	(20.0)
52	(1300)	12	(305)	2.4	1.2	1.1	2.6	2	2463.00	80	26	256.0	136.0	60.0
		14	(356)	(60)	(30)	(28)			(15890)	(5.5)	(660)	(116.1)	(61.7)	(27.0)
54	(1350)	12	(305)	2.4	1.2	1.1	2.6	2	2715.47	80	26	265.0	150.0	63.0
		14	(356)	(60)	(30)	(28)			(17519)	(5.5)	(660)	(120.1)	(68.0)	(28.6)
56	(1400)	12	(305)	2.4	1.2	1.1	2.5	2	2903.33	80	26	288.0	165.0	63.0
		14	(356)	(60)	(30)	(28)			(18731)	(5.5)	(660)	(130.6)	(70.8)	(28.6)
58	(1450)	12	(305)	2.4	1.2	1.1	2.4	2	3097.48	80	26	300.0	190.0	66.2
		14	(356)	(60)	(30)	(28)			(19984)	(5.5)	(660)	(136.1)	(86.2)	(30.0)
60	(1500)	12	(305)	2.4	1.2	1.1	2.3	2	3297.92	80	26	310.0	200.0	68.3
		14	(356)	(60)	(30)	(28)			(21277)	(5.5)	(660)	(140.6)	(90.7)	(31.2)
66	(1650)	12	(305)	2.4	1.2	1.1	2.1	2	3936.92	80	26	350.0	240.0	71.0
		14	(356)	(60)	(30)	(28)			(25399)	(5.5)	(660)	(158.7)	(108.8)	(32.2)
68	(1700)	12	(305)	2.4	1.2	1.1	2.0	2	4162.48	70	26	368.8	227.0	76.3
		14	(356)	(60)	(30)	(28)			(26855)	(5.0)	(660)	(166.9)	(103.0)	(34.6)
72	(1800)	12	(305)	2.4	1.2	1.1	1.9	2	4632.47	70	26	390.0	290.0	87.0
		14	(356)	(60)	(30)	(28)			(29887)	(5.0)	(660)	(176.9)	(131.5)	(39.4)
78	(1950)	12	(305)	2.3	1.2	1.1	1.8	2	5410.60	85	26	410.0	315.0	103.0
		14	(356)	(57)	(30)	(28)			(34907)	(6.0)	(660)	(186.0)	(142.9)	(46.7)
84	(2100)	12	(305)	2.3	1.2	1.1	1.6	2	6221.13	85	26	440.0	350.0	113.0
		14	(356)	(57)	(30)	(28)			(40136)	(6.0)	(660)	(200.0)	(158.0)	(51.3)
90	(2250)	12	(305)	2.3	1.2	1.1	1.6	2	7088.11	85	26	448.0	363.0	125.0
		14	(356)	(57)	(30)	(28)			(45730)	(6.0)	(660)	(203.1)	(164.6)	(56.7)
96	(2400)	12	(305)	2.3	1.2	1.1	1.4	2	8011.85	85	26	466.0	367.0	125.0
		14	(356)	(57)	(30)	(28)			(51689)	(6.0)	(660)	(211.3)	(170.5)	(56.7)
102	(2550)	12	(305)	2.3	1.2	1.1	1.3	2	8992.02	85	26	485.8	395.0	137.0
		14	(356)	(57)	(30)	(28)			(58013)	(6.0)	(660)	(220.0)	(179.1)	(62.1)
108	(2700)	12	(305)	2.3	1.2	1.1	1.2	2	10028.75	85	26	510.0	425.0	139.0
		14	(356)	(57)	(30)	(28)			(64702)	(6.0)	(660)	(231.3)	(192.7)	(63.0)
120	(3000)	12	(305)	2.3	1.2	1.1	1.1	2	12271.84	85	26	540.0	565.0	151.0
		14	(356)	(57)	(30)	(28)			(79173)	(6.0)	(660)	(244.9)	(256.2)	(65.8)

Neutral lengths in RED are the recommended minimum lengths.

Metric Conversion Formula: Nominal I.D. : in. x 25 = mm; Neutral length: in. x 25.4 = mm



NOTES:

1. Concurrent Movements - Concurrent movements are developed when two or more movements in a pipe system occur at the same time. If multiple movements exceed single arch design there may be a need for additional arches.
To perform calculation for concurrent movement when a pipe system design has more than one movement, please use the following formula:

$$\frac{\text{Actual Axial Compression} + \text{Actual Axial Extension} + \text{Actual Lateral (X)} + \text{Actual Lateral (Y)}}{\text{Rated Axial Compression} + \text{Rated Axial Extension} + \text{Rated Lateral (X)} + \text{Rated Lateral (Y)}} = / < 1$$
 Calculation must be equal to or less than 1 for expansion joint to operate within concurrent movement capability.
2. Filled Arch Rubber Expansion Joints - Known as Style FA 231. The Series FA230 rubber expansion joints should be selected when there are 20% or more solids being conveyed in the pipe system. The filled arch products are manufactured with seamless tube filled with a lower durometer rubber in the arch core. The filled arch product will have a 50% reduced movement capability from the information provided in Table 2.
3. Pressure rating is based on 170° F operating temperature with a 4:1 safety factor. At higher temperatures, the pressure rating is reduced slightly. Hydrostatic testing at 1.5 times rated maximum catalogue pressure or design working pressure of pipe system for 10 minutes is available upon request.
4. Weights are approximate and vary due to length.
5. The degree of angular movement is based on the maximum rated extension.
6. Torsional movement is expressed when the expansion joint is at neutral length.
7. Calculation of Thrust (Thrust Factor). When expansion joints are installed in the pipeline, the static portion of the thrust is calculated as a product of the area of the I.D. of the arch of the expansion joint times the maximum pressure (design, test or surge) that will occur in the line. The result is a force expressed in pounds.
 Take Design, surge or test pressure X thrust factor to calculate end thrust.

"Effective Area"

Thrust Factor=

$$T = \frac{\pi}{4} (D)^2 (P)$$

T= Thrust
P= PSI (Design, Test or Surge)
D= Arch I.D.
8. Parts listed at 26" Hg / 660 mm Hg vacuum have a design rating of 30" Hg / 762 mm Hg (full vacuum). Vacuum rating is based on neutral installed length, without external load. Products should not be installed "extended" on vacuum applications.
9. Limit rod unit weight consists of one rod with washers, nuts and two limit rod plates. Multiply number of limit rods needed for the application (as specified in the Fluid Sealing Association's Technical Handbook, Seventh Edition or table 4 in this manual) to determine correct weights.
10. Shorter neutral lengths available in style 221 for sizes 10", 12", 24" & 30".



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Style 232 Performance Data

Table 3: Sizes • Movements • Design Pressures • Weights

Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral Length Inch / (mm)		232 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
				Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In2 / (cm2)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
1.5	(40)	10	(254)	1.6 (40)	0.8 (20)	0.9 (24)	58.0	2	7.44 (48)	200 (14.0)	26 (660)	3.0 (1.4)	2.5 (1.1)	2.3 (1.0)
2	(50)	10	(254)	2.8 (70)	1.4 (35)	1.2 (32)	58.0	2	12.40 (80)	200 (14.0)	26 (660)	4.0 (1.8)	4.0 (1.8)	2.8 (1.3)
2.5	(65)	10	(254)	2.8 (70)	1.4 (35)	1.2 (32)	47.4	2	15.66 (101)	200 (14.0)	26 (660)	4.5 (2.0)	4.5 (2.0)	2.8 (1.3)
3	(80)	10	(254)	2.8 (70)	1.4 (35)	1.2 (32)	42.2	2	19.36 (125)	200 (14.0)	26 (660)	6.0 (2.7)	5.5 (4.3)	2.8 (1.3)
4	(100)	10	(254)	2.8 (70)	1.4 (35)	1.2 (32)	34.2	2	27.90 (180)	200 (14.0)	26 (660)	8.5 (3.9)	8.0 (3.6)	2.8 (1.3)
5	(125)	10	(254)	3.2 (80)	1.6 (40)	1.4 (36)	28.6	2	38.13 (246)	190 (13.0)	26 (660)	9.5 (4.3)	8.5 (3.9)	4.0 (1.8)
6	(150)	10 12	(254) (305)	3.2 (80)	1.6 (40)	1.4 (36)	24.4	2	49.91 (322)	190 (13.0)	26 (660)	11.5 (5.2)	9.5 (4.3)	4.0 (1.8)
8	(200)	10 12	(254) (305)	3.2 (80)	1.6 (40)	1.4 (36)	18.8	2	77.97 (503)	190 (13.0)	26 (660)	16.0 (7.3)	14.5 (6.6)	8.0 (3.6)
10	(250)	14	(356)	3.2 (80)	1.6 (40)	1.4 (36)	17.8	2	119.97 (774)	190 (13.0)	26 (660)	29.0 (13.2)	17.0 (7.7)	10.0 (4.5)
12	(300)	14	(356)	3.2 (80)	1.6 (40)	1.6 (40)	14.9	2	161.98 (1045)	190 (13.0)	26 (660)	36.0 (16.3)	24.5 (11.0)	10.0 (4.5)
14	(350)	14 16	(356) (406)	3.2 (80)	1.6 (40)	1.6 (40)	12.9	2	210.18 (1356)	130 (9.0)	26 (660)	44.0 (20.0)	27.0 (12.3)	12.0 (5.4)
16	(400)	14 16	(356) (406)	3.2 (80)	1.6 (40)	1.6 (40)	11.3	2	264.74 (1708)	115 (8.0)	26 (660)	53.0 (24.0)	33.5 (15.2)	15.0 (6.8)
18	(450)	14 16	(356) (406)	3.2 (80)	1.6 (40)	1.6 (40)	10.1	2	325.50 (2100)	115 (8.0)	26 (660)	61.0 (27.7)	34.0 (15.5)	16.0 (7.2)
20	(500)	14 16	(356) (406)	3.2 (80)	1.6 (40)	1.6 (40)	9.1	2	392.62 (2533)	115 (8.0)	26 (660)	73.0 (33.1)	38.0 (17.2)	16.0 (7.2)
24	(600)	16	(406)	4.0 (100)	2.0 (50)	1.8 (46)	9.5	2	562.03 (3626)	100 (7.0)	26 (660)	88.0 (40.0)	48.0 (21.8)	20.0 (9.1)
30	(750)	16	(406)	4.0 (102)	2.0 (50)	1.8 (46)	7.6	2	842.27 (5434)	90 (6.0)	26 (660)	127.0 (57.6)	63.0 (28.6)	29.5 (13.3)
34	(850)	16	(406)	4.0 (102)	2.0 (50)	1.8 (46)	6.7	2	1060.51 (6842)	90 (6.0)	26 (660)	134.8 (60.8)	72.0 (32.7)	43.0 (19.5)
36	(900)	16	(406)	4.0 (102)	2.0 (50)	1.8 (46)	6.3	2	1179.09 (7607)	90 (6.0)	26 (660)	156.0 (70.8)	76.0 (34.5)	45.0 (20.4)
42	(1050)	16	(406)	4.8 (120)	2.4 (60)	2.2 (56)	6.5	2	1628.28 (10505)	80 (5.5)	26 (660)	211.0 (95.7)	100.0 (45.4)	47.0 (21.3)
48	(1200)	16	(406)	4.8 (120)	2.4 (60)	2.2 (56)	5.7	2	2085.53 (13455)	80 (5.5)	26 (660)	222.8 (101.0)	132.0 (59.9)	49.0 (22.2)

Neutral lengths in RED are the recommended minimum lengths.

Metric Conversion Formula: Nominal I.D. : in. x 25 = mm; Neutral length: in. x 25.4 = mm


Table 3: Sizes • Movements • Design Pressures • Weights

Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral Length Inch / (mm)		232 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
				Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In ² / (cm ²)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
54	(1350)	16	(406)	4.8 (120)	2.4 (60)	2.2 (56)	5.0	2	2599.53 (16770)	80 (5.5)	26 (660)	281.5 (127.7)	150.0 (162.7)	67.0 (30.4)
60	(1500)	18	(450)	4.8 (120)	2.4 (60)	2.2 (56)	4.5	2	3208.97 (20703)	80 (5.5)	26 (660)	358.7 (162.7)	200.0 (90.7)	72.0 (32.7)
66	(1650)	18	(450)	4.8 (120)	2.4 (60)	2.2 (56)	4.1	2	3839.51 (24771)	80 (5.5)	26 (660)	419.0 (190.1)	240.0 (108.8)	75.0 (34.0)
72	(1800)	18	(450)	4.8 (120)	2.4 (60)	2.2 (56)	3.8	2	4526.62 (29244)	70 (5.0)	26 (660)	478.8 (217.2)	290.0 (131.5)	94.0 (42.6)
78	(1950)	18	(450)	4.5 (112)	2.5 (64)	2.0 (51)	5.2	2	5410.60 (34907)	85 (6.0)	26 (660)	754.0 (342.0)	315.0 (142.9)	111.0 (50.3)
84	(2100)	18	(450)	4.5 (112)	2.5 (64)	2.0 (51)	4.6	2	6221.13 (40136)	85 (6.0)	26 (660)	819.0 (371.5)	350.0 (158.0)	121.0 (54.9)
96	(2400)	18	(450)	4.5 (112)	2.5 (64)	2.0 (51)	4.0	2	8011.85 (51689)	85 (6.0)	26 (660)	1300.0 (589.7)	367.0 (170.5)	134.0 (60.8)
108	(2700)	18	(450)	4.5 (112)	2.5 (64)	2.0 (51)	3.4	2	10029.75 (64702)	85 (6.0)	26 (660)	1462.0 (663.2)	425.0 (192.7)	153.0 (69.4)
120	(3000)	18	(450)	4.5 (112)	2.5 (64)	2.0 (51)	3.0	2	12271.84 (79173)	85 (6.0)	26 (660)	1820.0 (825.5)	565.0 (256.2)	167.0 (75.7)

NOTES:

1. Concurrent Movements - Concurrent movements are developed when two or more movements in a pipe system occur at the same time. If multiple movements exceed single arch design there may be a need for additional arches. To perform calculation for concurrent movement when a pipe system design has more than one movement, please use the following formula:

$$\frac{\text{Actual Axial Compression} + \text{Actual Axial Extension} + \text{Actual Lateral (X)} + \text{Actual Lateral (Y)}}{\text{Rated Axial Compression} + \text{Rated Axial Extension} + \text{Rated Lateral (X)} + \text{Rated Lateral (Y)}} = / < 1$$
Calculation must be equal to or less than 1 for expansion joint to operate within concurrent movement capability.
2. Filled Arch Rubber Expansion Joints - Known as Style FA 232. The Series FA230 rubber expansion joints should be selected when there are 20% or more solids being conveyed in the pipe system. The filled arch products are manufactured with seamless tube filled with a lower durometer rubber in the arch core. The filled arch product will have a 50% reduced movement capability from the information provided in Table 3.
3. Pressure rating is based on 170° F operating temperature with a 4:1 safety factor. At higher temperatures, the pressure rating is reduced slightly. Hydrostatic testing at 1.5 times rated maximum catalogue pressure or design working pressure of pipe system for 10 minutes is available upon request.
4. Weights are approximate and vary due to length.
5. The degree of angular movement is based on the maximum rated extension.
6. Torsional movement is expressed when the expansion joint is at neutral length.
7. Calculation of Thrust (Thrust Factor). When expansion joints are installed in the pipeline, the static portion of the thrust is calculated as a product of the area of the I.D. of the arch of the expansion joint times the maximum pressure (design, test or surge) that will occur in the line. The result is a force expressed in pounds. Take Design, surge or test pressure X thrust factor to calculate end thrust.
8. Parts listed at 26" Hg / 660 mm Hg vacuum have a design rating of 30" Hg / 762 mm Hg (full vacuum). Vacuum rating is based on neutral installed length, without external load. Products should not be installed "extended" on vacuum applications.
9. Limit rod unit weight consists of one rod with washers, nuts and two limit rod plates. Multiply number of limit rods needed for the application (as specified in the Fluid Sealing Association's Technical Handbook, Seventh Edition or table 4 in this manual) to determine correct weights.

"Effective Area"
Thrust Factor=

$$T = \frac{\pi}{4} (D)^2 (P)$$

T= Thrust
P= PSI (Design, Test or Surge)
D= Arch I.D.

Style 233 Performance Data

Table 4: Sizes • Movements • Design Pressures • Weights

Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral Length Inch / (mm)		233 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
				Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In2 / (cm2)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
1.5	(40)	14	(356)	2.4 (60)	1.2 (30)	1.4 (36)	67.4	2	7.44 (48)	200 (14.0)	26 (660)	4.0 (1.8)	2.5 (1.1)	6.0 (2.7)
2	(50)	14	(356)	4.1 (105)	2.0 (52)	1.9 (48)	63.9	2	12.40 (80)	200 (14.0)	26 (660)	5.5 (2.5)	4.0 (1.8)	7.0 (3.2)
2.5	(65)	14	(356)	4.1 (105)	2.0 (52)	1.9 (48)	58.5	2	15.66 (101)	200 (14.0)	26 (660)	6.0 (2.7)	4.5 (2.0)	7.0 (3.2)
3	(80)	14	(356)	4.1 (105)	2.0 (52)	1.9 (48)	53.4	2	19.38 (125)	200 (14.0)	26 (660)	7.0 (3.2)	5.5 (4.3)	7.3 (3.4)
4	(100)	14	(356)	4.1 (105)	2.0 (52)	1.9 (48)	45.6	2	27.90 (180)	200 (14.0)	26 (660)	9.0 (4.1)	8.0 (3.6)	8.0 (3.6)
5	(125)	14	(356)	4.7 (120)	2.4 (60)	2.1 (54)	39.2	2	38.13 (246)	190 (13.0)	26 (660)	11.0 (5.0)	8.5 (3.9)	8.0 (3.6)
6	(150)	14 16	(356) (406)	4.7 (120)	2.4 (60)	2.1 (54)	34.2	2	49.91 (322)	190 (13.0)	26 (660)	13.5 (6.1)	9.5 (4.3)	12.0 (5.4)
8	(200)	14 16	(356) (406)	4.7 (120)	2.4 (60)	2.1 (54)	27.0	2	77.97 (503)	190 (13.0)	26 (660)	18.0 (8.2)	14.5 (6.6)	12.0 (5.4)
10	(250)	18	(457)	4.7 (120)	2.4 (60)	2.1 (54)	25.6	2	119.97 (774)	190 (13.0)	26 (660)	31.0 (14.1)	17.0 (7.7)	16.0 (7.2)
12	(300)	18	(457)	4.7 (120)	2.4 (60)	2.4 (60)	25.6	2	161.98 (1045)	190 (13.0)	26 (660)	40.0 (18.1)	24.5 (11.0)	16.0 (7.2)
14	(350)	18 20	(457) (508)	4.7 (120)	2.4 (60)	2.4 (60)	18.9	2	210.18 (1356)	130 (9.0)	26 (660)	48.5 (22.0)	27.0 (12.3)	16.0 (7.2)
16	(400)	18 20	(457) (508)	4.7 (120)	2.4 (60)	2.4 (60)	16.7	2	264.74 (1708)	115 (8.0)	26 (660)	55.0 (24.0)	33.5 (15.2)	20.0 (9.1)
18	(450)	18 20	(457) (508)	4.7 (120)	2.4 (60)	2.4 (60)	14.9	2	325.50 (2100)	115 (8.0)	26 (660)	66.0 (27.7)	34.0 (15.5)	21.0 (9.5)
20	(500)	18 20	(457) (508)	4.7 (120)	2.4 (60)	2.4 (60)	13.5	2	392.62 (2533)	115 (8.0)	26 (660)	78.0 (35.4)	38.0 (17.2)	21.0 (9.5)
24	(600)	20	(508)	6.0 (150)	3.0 (75)	2.7 (69)	14.0	2	562.03 (3626)	100 (7.0)	26 (660)	91.5 (41.5)	48.0 (21.8)	32.0 (14.5)
30	(750)	20	(508)	6.0 (150)	3.0 (75)	2.7 (69)	11.3	2	842.27 (5434)	90 (6.0)	26 (660)	131.0 (59.4)	63.0 (28.6)	32.0 (14.5)
36	(900)	20	(508)	6.0 (150)	3.0 (75)	2.7 (69)	9.5	2	1179.09 (7607)	90 (6.0)	26 (660)	157.0 (71.2)	76.0 (34.5)	43.0 (19.5)
42	(1050)	22	(559)	7.2 (180)	3.6 (90)	3.3 (84)	6.5	2	1628.28 (10505)	80 (5.5)	26 (660)	242.0 (109.8)	100.0 (45.4)	50.0 (22.7)
48	(1200)	22	(559)	7.2 (180)	3.6 (90)	3.3 (84)	5.7	2	2085.53 (13455)	80 (5.5)	26 (660)	257.0 (116.6)	132.0 (59.9)	52.0 (23.6)

Neutral lengths in RED are the recommended minimum lengths.

Metric Conversion Formula: Nominal I.D. : in. x 25 = mm; Neutral length: in. x 25.4 = mm



Table 4: Sizes • Movements • Design Pressures • Weights

Expansion Joint Size Nom. I.D. Inch / (mm)		Neutral Length Inch / (mm)		233 Movement Capability: ^{1, 2} From Neutral Position (Non-Concurrent)					Operating Conditions ³			Weights lbs / (kgs) ⁴		
				Axial Compression Inch / (mm)	Axial Extension Inch / (mm)	Lateral Deflection Inch / (mm)	Angular Deflection ⁵ (Degrees)	Torsional Rotation ⁶ (Degrees)	Thrust Factor ⁷ In ² / (cm ²)	Positive PSIG (Bar)	Vacuum Inches of Hg / (mm of Hg) ⁸	Expansion Joint	Retaining Ring Set	Control Rod Assembly ⁹
54	(1350)	22	(559)	7.2 (180)	3.6 (90)	3.3 (84)	5.0	2	2599.53 (16770)	80 (5.5)	26 (660)	325.0 (147.4)	150.0 (162.7)	70.0 (31.8)
60	(1500)	24	(610)	7.2 (180)	3.6 (90)	3.3 (84)	4.5	2	3208.97 (20703)	80 (5.5)	26 (660)	413.0 (187.3)	200.0 (90.7)	76.0 (34.5)
66	(1650)	24	(610)	7.2 (180)	3.6 (90)	3.3 (84)	4.1	2	3839.51 (24771)	80 (5.5)	26 (660)	482.0 (218.6)	240.0 (108.8)	79.0 (35.8)
72	(1800)	24	(610)	7.2 (180)	3.6 (90)	3.3 (84)	3.8	2	4526.62 (29244)	70 (5.0)	26 (660)	551.0 (249.9)	290.0 (131.5)	100.0 (45.4)
78	(1950)	24	(610)	6.75 (169)	3.75 (94)	3.0 (75)	5.2	2	5410.60 (34907)	85 (6.0)	26 (660)	868.0 (393.7)	315.0 (142.9)	118.0 (53.5)
84	(2100)	24	(610)	6.75 (169)	3.75 (94)	3.0 (75)	4.6	2	6221.13 (40136)	85 (6.0)	26 (660)	942.0 (427.3)	350.0 (158.0)	130.0 (59.0)
96	(2400)	24	(610)	6.75 (169)	3.75 (94)	3.0 (75)	4.0	2	8011.85 (51689)	85 (6.0)	26 (660)	1495.0 (678.1)	367.0 (170.5)	144.0 (65.3)
108	(2700)	24	(610)	6.75 (169)	3.75 (94)	3.0 (75)	3.4	2	10029.75 (64702)	85 (6.0)	26 (660)	1682.0 (762.9)	425.0 (192.7)	169.0 (76.7)
120	(3000)	24	(610)	6.75 (169)	3.75 (94)	3.0 (75)	3.0	2	12271.84 (79173)	85 (6.0)	26 (660)	2093.0 (949.4)	565.0 (256.2)	183.0 (83.0)

NOTES:

1. Concurrent Movements - Concurrent movements are developed when two or more movements in a pipe system occur at the same time. If multiple movements exceed single arch design there may be a need for additional arches. To perform calculation for concurrent movement when a pipe system design has more than one movement, please use the following formula:

$$\frac{\text{Actual Axial Compression} + \text{Actual Axial Extension} + \text{Actual Lateral (X)} + \text{Actual Lateral (Y)}}{\text{Rated Axial Compression} + \text{Rated Axial Extension} + \text{Rated Lateral (X)} + \text{Rated Lateral (Y)}} = / < 1$$
 Calculation must be equal to or less than 1 for expansion joint to operate within concurrent movement capability.
2. Filled Arch Rubber Expansion Joints - Known as Style FA 233. The Series FA230 rubber expansion joints should be selected when there are 20% or more solids being conveyed in the pipe system. The filled arch products are manufactured with seamless tube filled with a lower durometer rubber in the arch core. The filled arch product will have a 50% reduced movement capability from the information provided in Table 4.
3. Pressure rating is based on 170° F operating temperature with a 4:1 safety factor. At higher temperatures, the pressure rating is reduced slightly. Hydrostatic testing at 1.5 times rated maximum catalogue pressure or design working pressure of pipe system for 10 minutes is available upon request.
4. Weights are approximate and vary due to length.
5. The degree of angular movement is based on the maximum rated extension.
6. Torsional movement is expressed when the expansion joint is at neutral length.
7. Calculation of Thrust (Thrust Factor). When expansion joints are installed in the pipeline, the static portion of the thrust is calculated as a product of the area of the I.D. of the arch of the expansion joint times the maximum pressure (design, test or surge) that will occur in the line. The result is a force expressed in pounds. Take Design, surge or test pressure X thrust factor to calculate end thrust.
8. Parts listed at 26" Hg / 660 mm Hg vacuum have a design rating of 30" Hg / 762 mm Hg (full vacuum). Vacuum rating is based on neutral installed length, without external load. Products should not be installed "extended" on vacuum applications.
9. Limit rod unit weight consists of one rod with washers, nuts and two limit rod plates. Multiply number of limit rods needed for the application (as specified in the Fluid Sealing Association's Technical Handbook, Seventh Edition or table 4 in this manual) to determine correct weights.

"Effective Area"

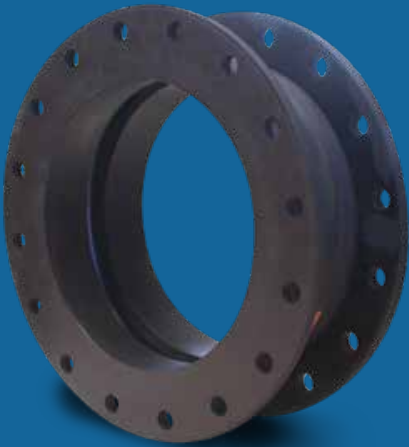
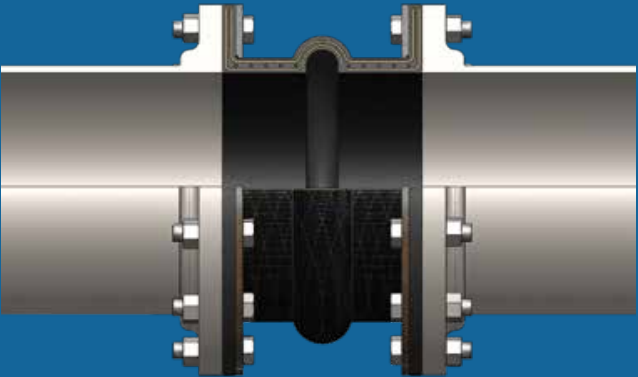
Thrust Factor=

$$T = \frac{\pi}{4} (D)^2 (P)$$

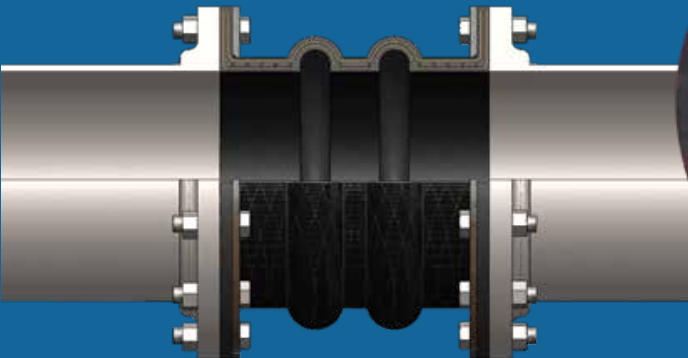
T= Thrust
P= PSI (Design, Test or Surge)
D= Arch I.D.

Series 230

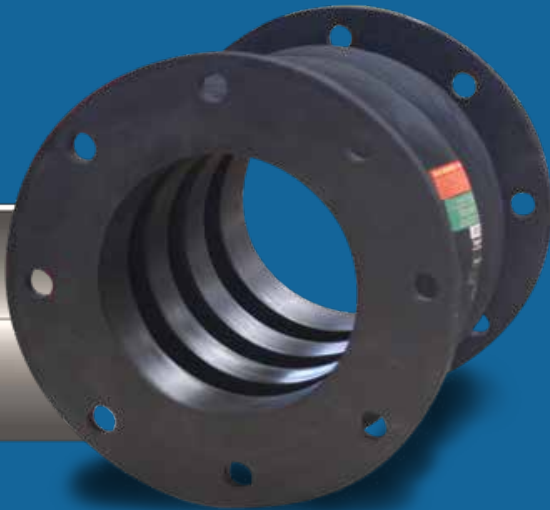
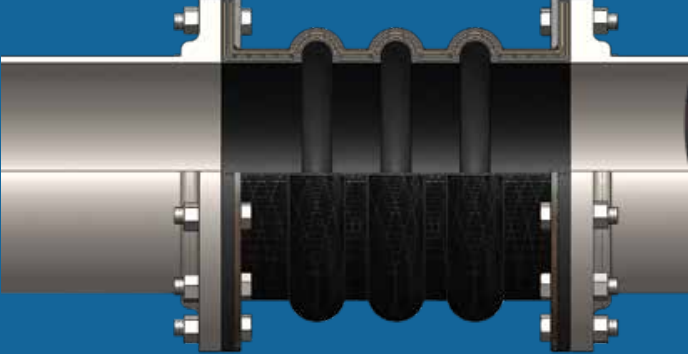
Style 231



Style 232

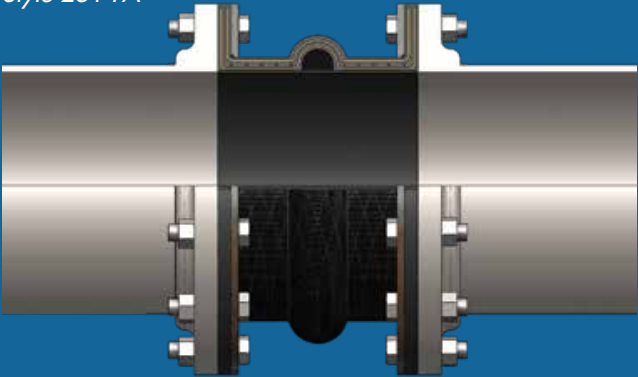


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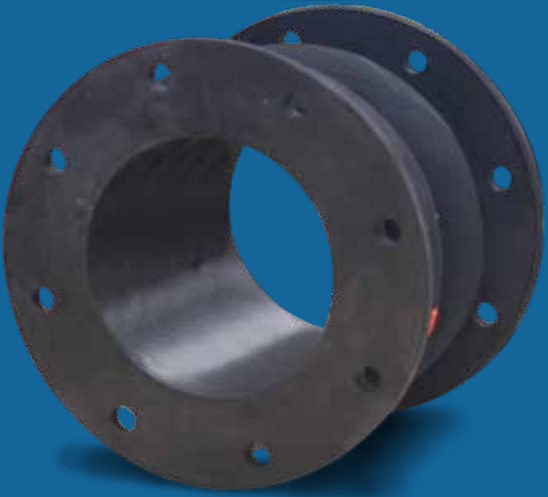
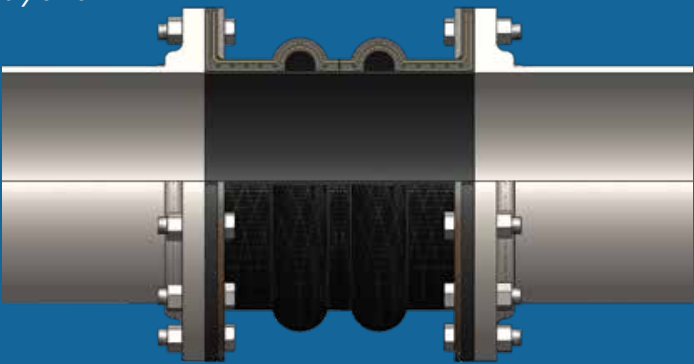


Series 230 FA

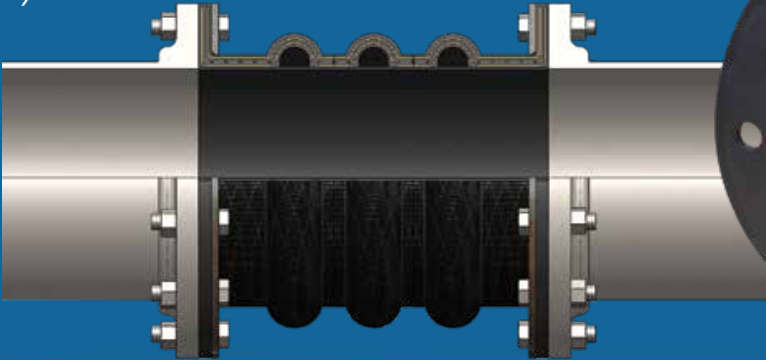
Style 231 FA



Style 232 FA



Style 233 FA



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Style 230 Drilling Chart

Table 5		Standard Drilling for PROCO Rubber Expansion Joints						Thickness of Materials for PROCO Rubber Expansion Joints					Control Unit Plate Detail						
Nominal Pipe Size Expansion Joint I.D. Inch / (mm)		Flange Dimensions ²						Material Thickness ¹ for Bolt Length Requirements											
		Flange O.D. Inch / (mm)		Bolt Circle Inch / (mm)		Number Of Holes	Size Of Holes Inch / (mm)		Retaining Rings Thickness Inch / (mm)		Rubber Flange Thickness Inch / (mm)						Adjacent ³ Mating Flange Thickness	Max. Control ⁴ Rod Plate Thickness Inch / (mm)	
1	(25)	4.25	(107.95)	3.13	(79.50)	4	0.625	(15.9)	0.375	(9.53)	0.472	(11.99)	C U S T O M E R T O S P E C I F Y M A T I N G F L A N G E T H I C K N E S S	0.625	(15.9)	8.375	(212.7)	0.625	(15.9)
1.25	(32)	4.63	(117.60)	3.50	(88.90)	4	0.625	(15.9)	0.375	(9.53)	0.472	(11.99)		0.625	(15.9)	8.750	(222.3)	0.625	(15.9)
1.5	(40)	5.00	(127.00)	3.88	(98.55)	4	0.625	(15.9)	0.375	(9.53)	0.472	(11.99)		0.375	(9.5)	9.125	(231.8)	0.625	(15.9)
2	(50)	6.00	(152.40)	4.75	(120.65)	4	0.750	(19.1)	0.375	(9.53)	0.472	(11.99)		0.500	(12.7)	10.125	(257.2)	0.625	(15.9)
2.5	(65)	7.00	(177.80)	5.50	(139.70)	4	0.750	(19.1)	0.375	(9.53)	0.472	(11.99)		0.500	(12.7)	11.125	(282.6)	1.000	(25.4)
3	(80)	7.50	(190.50)	6.00	(152.40)	4	0.750	(19.1)	0.375	(9.53)	0.472	(11.99)		0.500	(12.7)	11.625	(295.3)	1.000	(25.4)
3.5	(90)	8.50	(215.90)	7.00	(177.80)	8	0.750	(19.1)	0.375	(9.53)	0.472	(11.99)		0.625	(15.9)	12.625	(320.7)	1.000	(25.4)
4	(100)	9.00	(228.60)	7.50	(190.50)	8	0.750	(19.1)	0.375	(9.53)	0.472	(11.99)		0.625	(15.9)	13.125	(333.4)	1.000	(25.4)
5	(125)	10.00	(254.00)	8.50	(215.90)	8	0.875	(22.2)	0.375	(9.53)	0.551	(14.00)		0.625	(15.9)	14.125	(358.8)	1.000	(25.4)
6	(150)	11.00	(279.40)	9.50	(241.30)	8	0.875	(22.2)	0.375	(9.53)	0.551	(14.00)		0.500	(12.7)	15.125	(384.2)	1.000	(25.4)
8	(200)	13.50	(342.90)	11.75	(298.45)	8	0.875	(22.2)	0.375	(9.53)	0.630	(16.00)		0.750	(19.1)	19.125	(485.8)	1.000	(25.4)
10	(250)	16.00	(406.40)	14.25	(361.95)	12	1.000	(25.4)	0.375	(9.53)	0.630	(16.00)		0.750	(19.1)	21.625	(549.3)	1.000	(25.4)
12	(300)	19.00	(482.60)	17.00	(431.80)	12	1.000	(25.4)	0.375	(9.53)	0.748	(19.00)		0.750	(19.1)	24.625	(625.5)	1.000	(25.4)
14	(350)	21.00	(533.40)	18.75	(476.25)	12	1.125	(28.6)	0.375	(9.53)	0.866	(22.00)		0.750	(19.1)	26.625	(676.3)	1.000	(25.4)
16	(400)	23.50	(596.90)	21.25	(539.75)	16	1.125	(28.6)	0.375	(9.53)	0.866	(22.00)		0.750	(19.1)	30.125	(765.2)	1.250	(31.8)
18	(450)	25.00	(635.00)	22.75	(577.85)	16	1.250	(31.8)	0.375	(9.53)	0.866	(22.00)		0.750	(19.1)	31.625	(803.3)	1.250	(31.8)
20	(500)	27.50	(698.50)	25.00	(635.00)	20	1.250	(31.8)	0.375	(9.53)	0.984	(24.99)		0.750	(19.1)	34.125	(866.8)	1.250	(31.8)
22	(550)	29.50	(749.30)	27.25	(692.15)	20	1.375	(34.9)	0.375	(9.53)	0.984	(24.99)		1.000	(25.4)	36.125	(917.6)	1.250	(31.8)
24	(600)	32.00	(812.80)	29.50	(749.30)	20	1.375	(34.9)	0.375	(9.53)	0.984	(24.99)		1.000	(25.4)	38.625	(981.1)	1.250	(31.8)
26	(650)	34.25	(869.95)	31.75	(806.32)	24	1.375	(34.9)	0.375	(9.53)	0.984	(24.99)		1.000	(25.4)	40.875	(1038.2)	1.250	(31.8)
28	(700)	36.50	(927.10)	34.00	(863.60)	28	1.375	(34.9)	0.375	(9.53)	0.984	(24.99)		1.250	(31.8)	44.125	(1120.8)	1.500	(38.1)
30	(750)	38.75	(984.25)	36.00	(914.40)	28	1.375	(34.9)	0.375	(9.53)	0.984	(24.99)		1.250	(31.8)	46.375	(1177.9)	1.500	(38.1)
32	(800)	41.75	(1060.45)	38.50	(977.90)	28	1.625	(41.3)	0.375	(9.53)	0.984	(24.99)		1.250	(31.8)	49.375	(1254.1)	1.500	(38.1)
34	(850)	43.75	(1111.25)	40.50	(1028.70)	32	1.625	(41.3)	0.375	(9.53)	0.984	(24.99)		1.500	(38.1)	52.375	(1330.3)	1.750	(44.5)
36	(900)	46.00	(1168.40)	42.75	(1085.85)	32	1.625	(41.3)	0.375	(9.53)	0.984	(24.99)		1.500	(38.1)	54.625	(1387.5)	1.750	(44.5)
38	(950)	48.75	(1238.25)	45.25	(1149.35)	32	1.625	(41.3)	0.375	(9.53)	0.984	(24.99)		1.500	(38.1)	57.375	(1457.3)	1.750	(44.5)
40	(1000)	50.75	(1289.05)	47.25	(1200.15)	36	1.625	(41.3)	0.375	(9.53)	0.984	(24.99)		1.500	(38.1)	58.375	(1482.7)	1.750	(44.5)
42	(1050)	53.00	(1346.20)	49.50	(1257.30)	36	1.625	(41.3)	0.375	(9.53)	1.181	(30.00)		1.500	(38.1)	61.625	(1565.3)	1.750	(44.5)
44	(1100)	55.25	(1403.35)	51.75	(1314.45)	40	1.625	(41.3)	0.375	(9.53)	1.181	(30.00)		1.500	(38.1)	63.875	(1622.4)	1.750	(44.5)
46	(1150)	57.25	(1454.15)	53.75	(1365.25)	40	1.625	(41.3)	0.375	(9.53)	1.181	(30.00)		1.500	(38.1)	65.875	(1673.2)	1.750	(44.5)
48	(1200)	59.50	(1511.30)	56.00	(1422.40)	44	1.625	(41.3)	0.375	(9.53)	1.181	(30.00)		1.500	(38.1)	68.125	(1730.4)	1.750	(44.5)
50	(1250)	61.75	(1568.45)	58.25	(1479.55)	44	1.875	(47.6)	0.375	(9.53)	1.181	(30.00)		1.500	(38.1)	70.375	(1787.5)	1.750	(44.5)
52	(1300)	64.00	(1625.60)	60.50	(1536.70)	44	1.875	(47.6)	0.375	(9.53)	1.181	(30.00)	1.750	(44.5)	73.625	(1870.7)	2.000	(50.8)	
54	(1350)	66.25	(1682.75)	62.75	(1593.85)	44	2.000	(50.8)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	75.875	(1927.2)	2.000	(50.8)	
56	(1400)	68.75	(1746.25)	65.00	(1651.00)	48	1.875	(47.6)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	78.375	(1990.7)	2.000	(50.8)	
58	(1450)	71.00	(1803.40)	67.25	(1708.15)	48	1.875	(47.6)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	80.625	(2047.9)	2.000	(50.8)	
60	(1500)	73.00	(1854.20)	69.25	(1758.95)	52	2.000	(50.8)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	82.625	(2098.7)	2.000	(50.8)	
66	(1650)	80.00	(2032.00)	76.00	(1930.40)	52	2.000	(50.8)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	89.625	(2276.5)	2.000	(50.8)	
68	(1700)	82.25	(2089.15)	78.25	(1987.55)	56	2.000	(50.8)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	91.875	(2333.6)	2.000	(50.8)	
72	(1800)	86.50	(2197.10)	82.50	(2095.50)	60	2.000	(50.8)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	96.125	(2441.6)	2.000	(50.8)	
78	(1950)	93.00	(2362.20)	89.00	(2260.60)	64	2.125	(53.0)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	103.125	(2619.4)	2.250	(57.2)	
84	(2100)	99.75	(2533.65)	95.50	(2425.70)	64	2.250	(57.2)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	109.875	(2790.8)	2.250	(57.2)	
90	(2250)	106.50	(2705.10)	102.00	(2590.80)	68	2.375	(60.3)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	117.125	(2975.0)	2.500	(63.5)	
96	(2400)	113.25	(2876.55)	108.50	(2755.90)	68	2.500	(63.5)	0.375	(9.53)	1.181	(30.00)	2.000	(50.8)	124.625	(3165.9)	2.750	(69.9)	

CUSTOMER SPECIFY MATING FLANGE THICKNESS

Table 5		Standard Drilling for PROCO Rubber Expansion Joints								Thickness of Materials for PROCO Rubber Expansion Joints						Control Unit Plate Detail					
		Flange Dimensions ²								Material Thickness ¹ for Bolt Length Requirements											
		Nominal Pipe Size Expansion Joint I.D. Inch / (mm)		Flange O.D. Inch / (mm)		Bolt Circle Inch / (mm)		Number Of Holes		Size Of Holes Inch / (mm)		Retaining Rings Thickness Inch / (mm)		Rubber Flange Thickness Inch / (mm)		Adjacent ³ Mating Flange Thickness		Max. Control ⁴ Rod Plate Thickness Inch / (mm)		Control Rod ⁶ Plate O.D. Inch / (mm)	
102	(2550)	120.00	(3048.00)	114.50	(2908.30)	72	2.625	(66.7)	0.375	(9.53)	1.181	(30.00)	Customer to Specify Mating Flange Thickness	2.000	(50.8)	131.375	(3336.5)	2.750	(69.9)		
108	(2700)	126.75	(3219.45)	120.75	(3067.05)	72	2.625	(66.7)	0.375	(9.53)	1.181	(30.00)		2.000	(50.8)	138.125	(3508.4)	2.750	(69.9)		
120	(3000)	140.25	(3562.35)	132.75	(3371.85)	76	2.875	(73.0)	0.375	(9.53)	1.181	(30.00)		2.000	(50.8)	152.125	(3864.0)	3.000	(76.2)		

Metric Conversion Formula: Nominal I.D. : in. x 25 = mm; Neutral length: in. x 25.4 = mm

Notes:

1. Limit/Control Rod length is determined by neutral length of rubber expansion joint, rated extension, control rod plate thickness, mating flange thickness and number of nuts. Consult PROCO for rod lengths.
2. Flange Dimensions shown are in accordance with ANSI B16.1 and ANSI B16.5 Class 125/150, AWWA C-207-07, Tbl 2 and 3 - Class D, Table 4 - Class E. Hole size shown is 1/8" larger than AWWA Standard.
3. Adjacent mating flange thickness is required to determine overall rod length and compression sleeve length (if required).
4. Plate thickness is based on a maximum width PROCO would use to design a Limit/Control Rod plate.
5. Flat Washers required at ring splits and are by others.
6. Control rod plate O.D. installed dimension is based on a maximum O.D. Proco would supply.
7. Control rod diameter is based on a maximum diameter Proco would use to design a control rod.
8. Additional flange drilling such as 300 LB., PN10, PN16 and other special drilling's are available upon request.

- A** - Retaining Ring Thickness.
B - Rubber Flange Thickness.
C - Adjacent Mating Flange Thickness (By Others).
D - Control Unit Plate Thickness.
E - Double Nut Thickness is determined by Control Rod Diameter.
F - Control Rod Bolt Length is determined by A through E + OAL ¹.
G - Control Rod Control Rod Plate O.D.
H - Maximum Rod Diameter

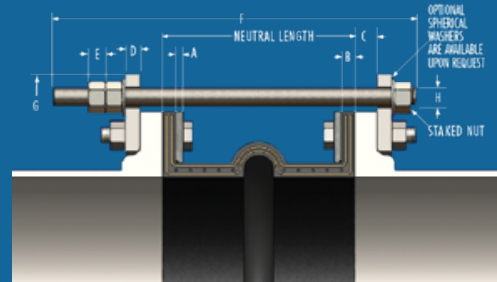
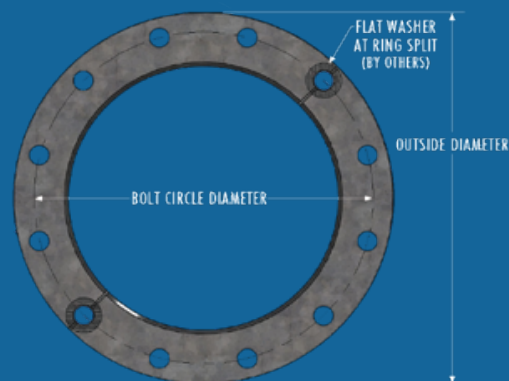


Figure 1

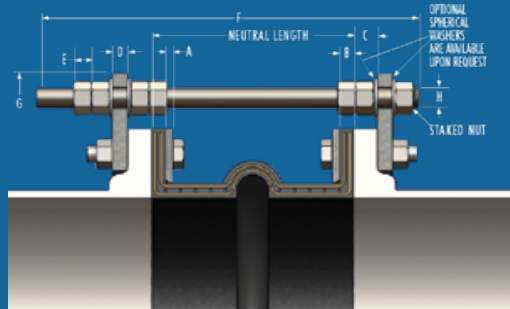


Figure 2

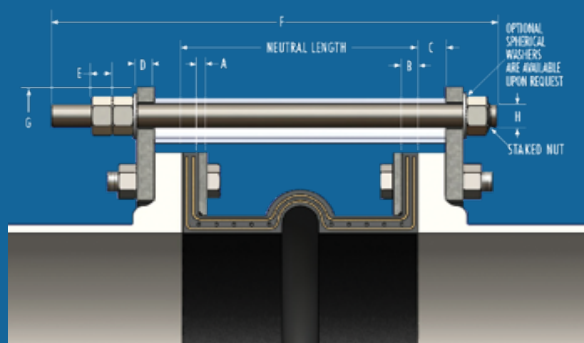


Figure 3

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Limit Rods, Control Rods & Compression Sleeves

Use of Control Units with Rubber Expansion Joints

Definition

A control unit assembly is a system of two or more control rod units (limit rods, tie rods or compression sleeves) placed across an expansion joint from flange to flange to minimize possible damage caused by excessive motion of a pipeline. The control unit assemblies can be set at the maximum allowable expansion and/or contraction of the rubber expansion joint. When used in this manner, control units are an additional safety factor and can minimize possible damage to adjacent equipment.

Rubber expansion joints should be installed between two fixed anchor points in a piping system. The pipe system must be rigidly anchored on both sides of the expansion joint to control expansion or contraction of the line. Piping anchors must be capable of withstanding the line thrusts generated by internal pressure or wide temperature fluctuations.

When proper anchoring cannot be provided, **CONTROL UNITS ARE REQUIRED.** For un-anchored piping systems nuts shall be tightened snug against rod plate to prevent over extension due to pressure thrust created by expansion joint. Refer to "Thrust Factor in Table 2, note 5 in this manual.

Listed below are three (3) control unit configurations supplied by PROCO and are commonly used with rubber expansion joints in piping systems.

Figure 1

Known as a **LIMIT ROD**, this control unit configuration will allow an expansion joint to extend to a predetermined extension setting. Nuts shall be field set to no more than the maximum allowable extension movement of a rubber expansion joint (unless used in an un-anchored system). Refer to Table 2 in this manual for allowable movement capabilities. Spherical washers can also be furnished (upon request) to combat any "nut to plate" binding during offset. **Consult the systems engineer for proper nut settings prior to system operation.**

Figure 2

Known as a **LIMIT/CONTROL ROD**, this control unit configuration is used to allow specified pipe expansion (expansion joint axial compression) and pipe contraction (expansion joint axial extension) movements. Nuts shall be field set to no more than the maximum allowable extension (unless used in an un-anchored pipe system) or compression of a rubber expansion joint. Refer to Table 2 in this manual for allowable movement capabilities. Internal and external nuts can also be field set to allow for no movement in the horizontal plane. This setting will allow the rubber to move laterally while keeping expansion joint thrust forces low on adjacent equipment. Spherical washers can also be furnished (upon request) to combat any potential "nut to plate" binding during offset. **Limit/Control rods with internal nuts must be specified at the time of inquiry. Consult the systems engineer for proper nut settings prior to system operation.**

Figure 3

Known as a **COMPRESSION SLEEVE**, this configuration is used to allow for specified pipe expansion (expansion joint axial compression) and pipe contraction (expansion joint extension) movements. Nuts shall be field set to no more than the maximum allowable extension (unless used in an un-anchored pipe system) of a rubber expansion joint. Refer to Table 2 in this manual for allowable movement capabilities. PROCO will supply each compression sleeve to allow for no axial movement unless otherwise specified by the purchaser. Compression sleeves shall be field trimmed to meet required allowable axial movement as set forth by system requirements. Spherical washers can also be furnished (upon request) to combat any potential "nut to plate" binding during offset. **Consult the systems engineer for proper sleeve lengths prior to system operation.**

Important Control Unit Considerations

The number of rods, control rod diameters and control rod plate thicknesses are important considerations when specifying control units for an application. As a minimum, specifying engineers or purchasers shall follow the guidelines as set forth in Appendix C of the Fluid Sealing Association's Technical Handbook, Seventh Edition. PROCO engineers its control unit assemblies to system requirements. Our designs incorporate an allowable stress of 65% of material yield for each rod and plate (rod and plate material to be specified by purchaser). Therefore, it is important to provide pressure and temperature ratings to PROCO when requesting control units for rubber expansion joints. It is also important to provide adjacent mating flange thickness or mating specifications to ensure correct rod lengths are provided.

Installation Instructions for Control Rods

1. Assemble expansion joint between pipe flanges in its manufactured face-to-face length. Install the retaining rings furnished with the expansion joint.
2. Assemble control rod plates behind pipe flanges as shown. Flange bolts or all thread studs through the control rod plate must be longer to accommodate the plate thickness. Control rod plates should be equally spaced around the flange. Depending upon the size and pressure rating of the system, 2, 3, 4, or more control/limit rods may be required. Refer to Table 4 in this manual or to the Fluid Sealing Association's Technical Handbook, Seventh Edition, page 23 for control rod pressure ratings.
3. Insert control/limit rods through top plate holes. Steel flat washers are to be positioned at outer plate surface.
4. If a single nut per unit is furnished, position this nut so that there is a gap between the nut and the steel flat washer. This gap is equal to the joints maximum extension (commencing with the nominal face-to-face length). To lock this nut in position, either "stake" the thread in two places or tack weld the nut to the rod. If two nuts are supplied, the nuts will create a "jamming" effect to prevent loosening. (Nuts should be snug against flat washer and control rod plate when piping system is un-anchored.)

Note: Consult the manufacturer if there are any questions as to the rated compression and elongation. These two dimensions are critical in setting the nuts and sizing the compression pipe sleeve (if supplied).

5. If there is a requirement for compression pipe sleeves, ordinary pipe may be used, sized in length to allow the joint to be compressed to its normal limit.
6. If there is a requirement for optional spherical washers, these washers are to be positioned at outer plate surface and backed up by movable double nuts.

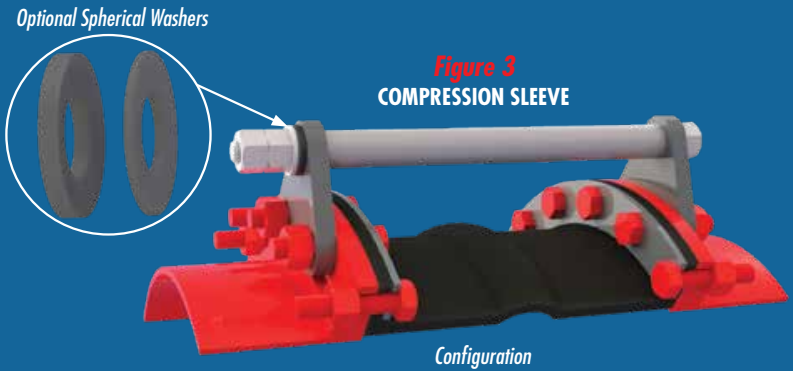
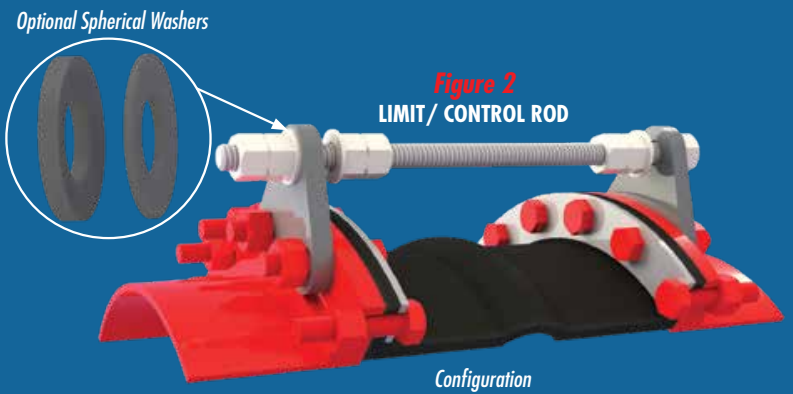
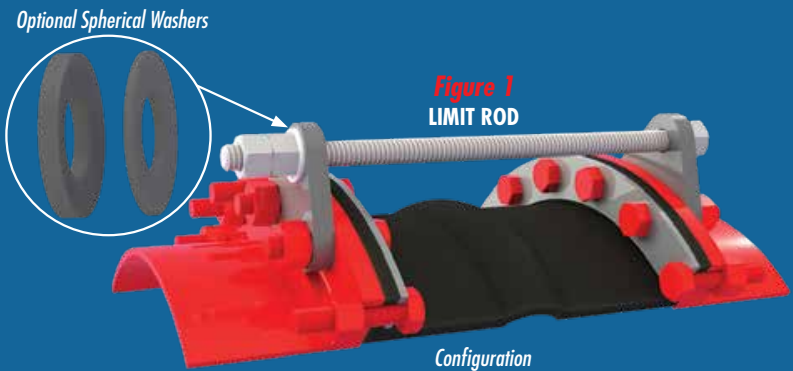


Table 6		Maximum Surge or Test Pressure of the Systems			
Nominal Pipe Size	Expansion Joint I.D. Inch / (mm)	Number of Control Rods Recommended			
		2	4	6	8
2	(51)	661	•	•	•
4	(102)	311	622	•	•
6	(152)	186	371	•	•
8	(203)	163	326	•	•
10	(254)	163	325	488	•
12	(305)	160	320	481	•
14	(356)	112	223	335	•
16	(406)	113	227	340	453
18	(457)	94	187	281	375
20	(508)	79	158	236	315
22	(559)	85	171	256	342
24	(610)	74	147	221	294
26	(660)	62	124	186	248
28	(711)	65	130	195	261
30	(762)	70	141	211	281
32	(813)	63	125	188	251
34	(864)	72	143	215	286
36	(914)	69	138	207	276
38	(965)	63	125	188	251
40	(1016)	42	85	127	169
42	(1067)	48	96	144	192
44	(1118)	44	88	133	177
46	(1168)	41	82	122	163
48	(1219)	40	81	141	161
50	(1270)	37	75	112	150
52	(1321)	35	70	105	140
54	(1372)	43	86	128	171
56	(1422)	40	80	120	160
58	(1473)	38	75	113	150
60	(1524)	35	71	106	141
62	(1575)	33	66	100	133
66	(1676)	30	59	89	119
72	(1829)	25	50	75	101
78	(1981)	28	56	84	112
84	(2134)	24	49	73	98
90	(2286)	26	53	79	106
98	(2489)	29	58	86	115
102	(2591)	25	51	76	102
108	(2743)	23	46	75	92
120	(3048)	18	37	56	75

Notes:
1. Pressures listed above do not relate to the actual design pressure of the expansion joint products, but are the maximum surge or pressure for a specific control rod nominal pipe size.

Installation Instructions for Non-Metallic Expansion Joints

1. Service Conditions:

Make sure the expansion joint rating for temperature, pressure, vacuum and movements match the system requirements. Contact the manufacturer for advice if the system requirements exceed those of the expansion joint selected. Check to make sure the elastomer selected is chemically compatible with the process fluid or gas.

2. Alignment:

Expansion joints are normally not designed to make up for piping misalignment errors. Piping should be lined up within 1/8". Misalignment reduces the rated movements of the expansion joint and can induce severe stress and reduce service life. Pipe guides should be installed to keep the pipe aligned and to prevent undue displacement.

3. Anchoring:

Solid anchoring is required wherever the pipeline changes direction and expansion joints should be located as close as possible to anchor points. If piping is not adequately anchored, control rods should be used. If anchors are not used, pressure thrust may cause excessive movement damaging the expansion joint.

4. Pipe Support:

Piping must be supported by hangers or anchors so expansion joints do not carry any pipe weight.

5. Mating Flanges:

Install the expansion joint against the mating pipe flanges and install bolts so that the bolt head and washer are against the retaining rings. If washers are not used, flange leakage can result — particularly at the split in the retaining rings. Flange-to-flange dimension of the expansion joint must match the breach opening. Make sure the mating flanges are clean and are flat faced type or no more than 1/16" raised face type. Never install expansion joints that utilize split retaining rings next to wafer type check or butterfly valves. Serious damage can result to a rubber joint of this type unless installed against full face flanges.

6. Bolting Torque:

Table 7 shows the recommended torque ranges for non-metallic expansion joints with full-faced rubber flanges: Torque specifications are approximate. Tighten bolts in stages using cross-bolt tightening pattern. If the joint has integral fabric and rubber flanges, the bolts should be tight enough to make the rubber flange OD bulge between the retaining rings and the mating flange. After installation, the system should be pressurized and examined to confirm a proper seal. Torque bolts sufficiently to assure leak free operation at hydrostatic test pressure. *Note: Torque values are approximate due to mating flange surfaces, installation offsets, operating pressures and environmental conditions.*

Table 7 Size	Approximate Torque Values
1" THRU 2"	20 - 40 ft/lbs
2.5" THRU 5"	25 - 60 ft/lbs
6" THRU 12"	35 - 140 ft/lbs
14" THRU 18"	50 - 180 ft/lbs
20" THRU 24"	60 - 200 ft/lbs
26" THRU 40"	70 - 300 ft/lbs
42" THRU 50"	80 - 300 ft/lbs
52" THRU 60"	100 - 400 ft/lbs
66" THRU 72"	200 - 500 ft/lbs
78" THRU 90"	300 - 600 ft/lbs
96" THRU 108"	400 - 700 ft/lbs
120"	500 - 800 ft/lbs

7. Storage:

Ideal storage is in a warehouse with a relatively dry, cool location. Store flanges face down on a pallet or wooden platform. Do not store other heavy items on top of expansion joints. Ten year shelf life can be expected with ideal conditions. If storage must be outdoors, place on wooden platform and joints should not be in contact with the ground. Cover with a tarpaulin.

8. Large Joint Handling:

Do not lift with ropes or bars through the bolt holes. If lifting through the bore, use padding or a saddle to distribute the weight. Make sure cables or forklift tines do not contact the rubber. Do not let expansion joints sit vertically on the edges of the flanges for any period of time.

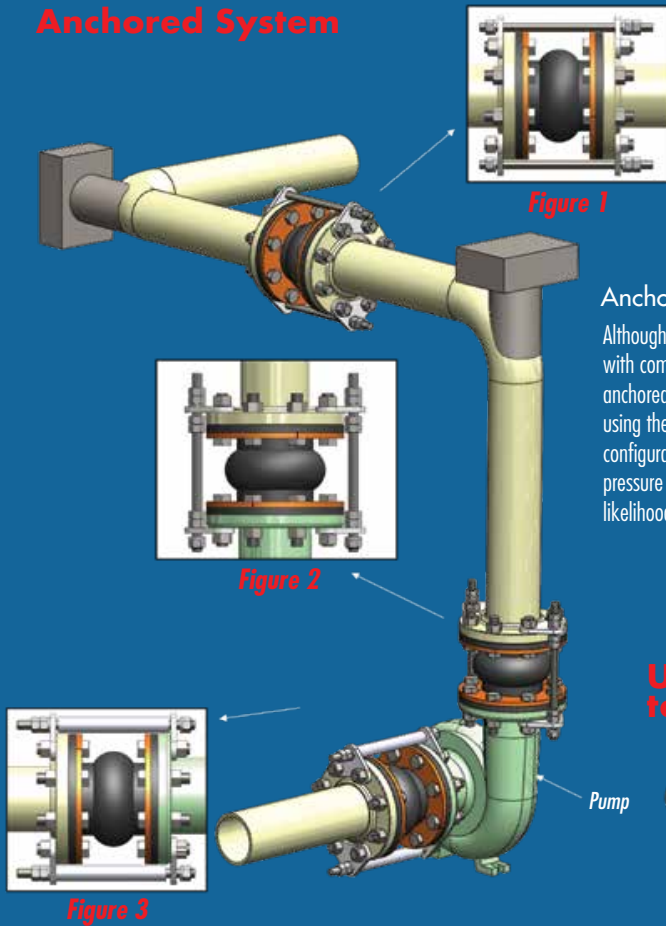
9. Additional Tips:

- A. Do not insulate over a non-metallic expansion joint; however, if insulation is required, it should be made removable to permit easy access to the flanges. This facilitates periodic inspection of the tightness of the joint bolting.
- B. It is acceptable (but not necessary) to lubricate the expansion joint flanges with a thin film of graphite dispersed in glycerin or water to ease disassembly at a later time.
- C. Do not weld in the near vicinity of a non-metallic joint.
- D. If expansion joints are to be installed underground, or will be submerged in water, contact manufacturer for specific recommendations.
- E. If the expansion joint will be installed outdoors, make sure the cover material will withstand ozone, sunlight, etc.
- F. Check the tightness of lead-free flanges two or three weeks after installation and retighten if necessary.

Warning: Expansion joints may operate in pipelines or equipment carrying fluids and/or gasses at elevated temperature and pressures and may transport hazardous materials. Precautions should be taken to protect personnel in the event of leakage or splash. Rubber joints should not be installed in areas where inspection is impossible. Make sure proper drainage is available in the event of leakage when operating personnel are not available.

Piping System Layout Examples

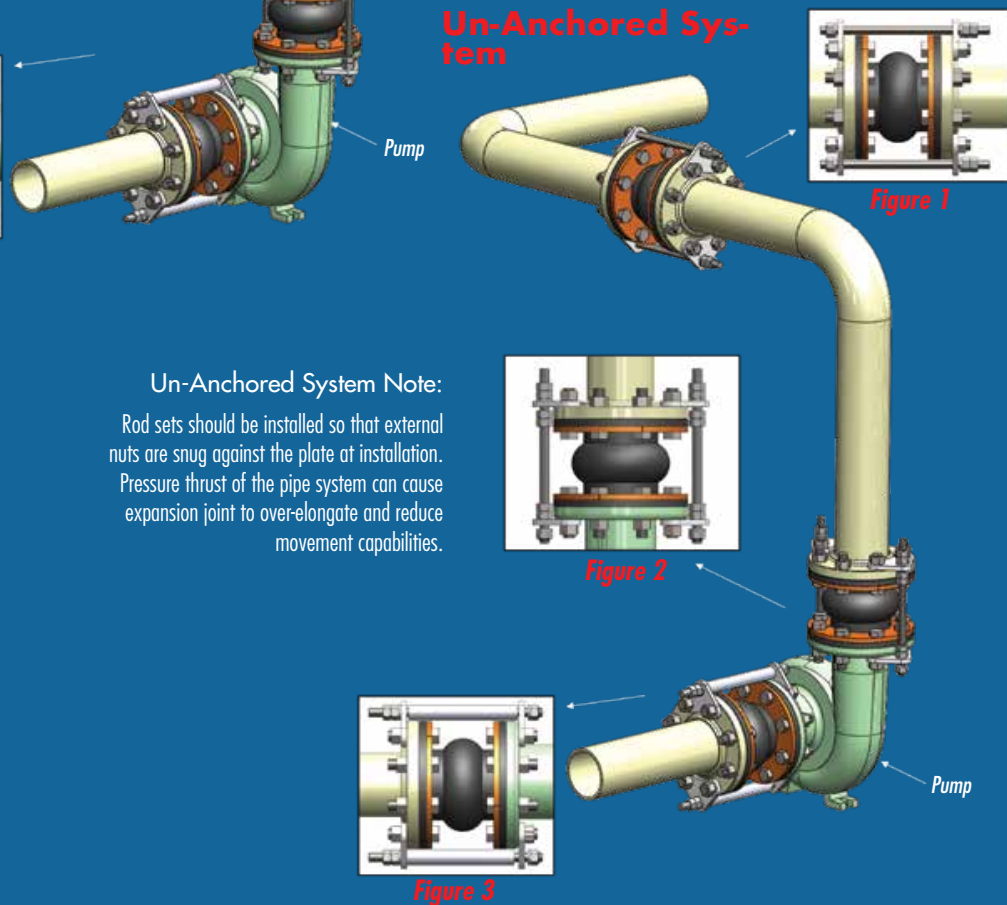
Anchored System



Anchored System Note:

Although limit rods, control rods or limit rods with compression sleeves are not required in an anchored pipe system, you may want to consider using them. If an anchor were to fail, any rod configuration would be capable of handling the pressure thrust of the system and lessen the likelihood of an expansion joint failure.

Un-Anchored System



Un-Anchored System Note:

Rod sets should be installed so that external nuts are snug against the plate at installation. Pressure thrust of the pipe system can cause expansion joint to over-elongate and reduce movement capabilities.



ALSO AVAILABLE FROM Proco Products, Inc.

Proco Products, Inc. can supply an Integral Tie Rod Design Joint when space prohibits use of typical rod designs. Integral Tie Rod Designs can also be used for installations on HDPE or Plastic Pipe Systems where thrust loads can be evenly distributed under pressure.



2431 North Wigwam Dr. (95205)
P.O. Box 590 • Stockton, CA
95201-0590 • USA

Toll-Free Phone: (800) 344-3246 **NATIONWIDE AND CANADA**

Facsimile: (209) 943-0242

(209) 943-6088 **INTERNATIONAL**

email: sales@procoproducts.com

website: <http://www.procoproducts.com>



REPRESENTED BY:

Revised 4/19

D-23449 Rev. A
8/22/18

CLOW
Valve Company
902 South 2nd St., Oskaloosa, IA 52577
1-800-829-2569 info@clowvalve.com

LP 619 Low Profile
Break Off Check Valve

Option	Number of Holes	Hole Size	Diameter of $\varnothing$
8 Hole	8	7/8"	9 1/2"
6 Hole	6	3/4"	9 3/8"
6 Hole SD	6	7/8"	9 1/2"

*The option of a 6 Hole (top/hydrant) x 8 Hole (bottom/pipe) is available upon request

Item No.	Description	Material	Qty.
1	1/2"-13 Lock Nut	18-8 Stainless Steel	2
2	3-Ribbed Gasket	Rubber	1
3	Retaining Plate	304 Stainless Steel	1
4	Retaining Rod	304 Stainless Steel	2
5	O-Ring #364	Buna-N	1
6	Body	Ductile Iron	1
7	1/4" NPT Pipe Plug	18-8 Stainless Steel	4
8	Large Washer	C11000	2
9	Flapper	C87850	2
10	Small Washer	C11000	2
11	Cross Bar	304 Stainless Steel	2
12	Safety Flange	Gray Iron	2

Notes:

- Designed for system pressures up to 350 psi
- $\varnothing 1/4"$ weep hole in each flapper
- Epoxy interior coating, AWWA C550 compliant
- NSF61/Annex G and ANSI 372 approved
- Designed for all C503 wet barrel fire hydrants

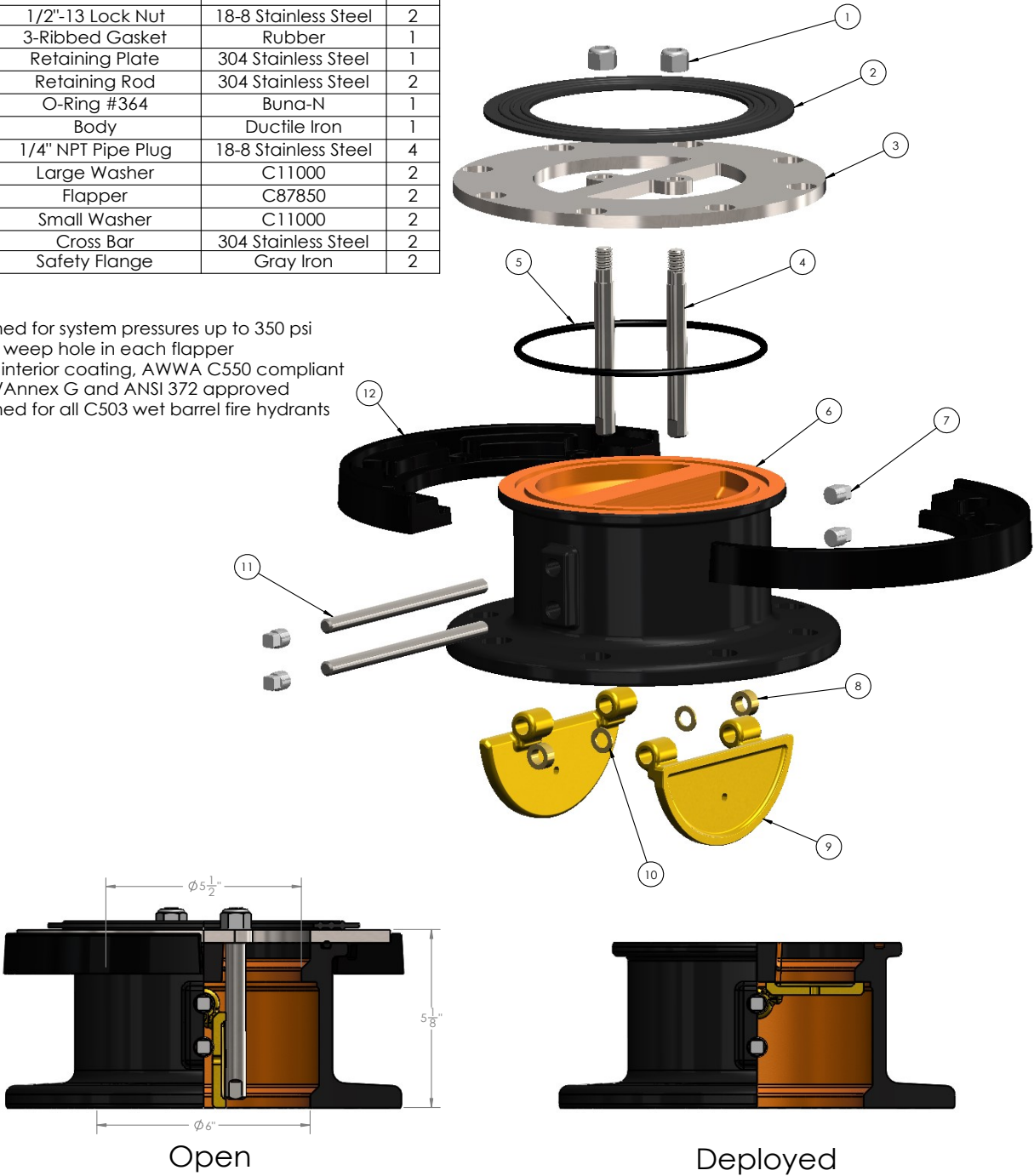


EXHIBIT “C”

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit “F” to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

TAYLOR BAILEY CONSTRUCTION

By: 
Signature

Robert C Covey
Name (Print)

owner
Title (Print)

EXHIBIT “E”**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark “Yes” in response to “Small Project Exemption.”

EXHIBIT "F"
PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of St. Helena (hereinafter referred to as "City") has awarded to Taylor Bailey Construction (hereinafter referred to as the "Contractor") an agreement for the Water Tank Replacement project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
 ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of St. Helena (hereinafter designated as the "City") has awarded to Taylor Bailey Construction, hereinafter designated as the "Principal," a contract for the work described as follows:

Water Tank Replacement project (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
 ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "G"**FEDERAL CONTRACT REQUIREMENTS**

During the performance of this Contract, the Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the City of St. Helena.

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. See Contract.
- (B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to

- 36 -

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such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act:

- (i) If this contract is in excess of \$2,000 and if required by Federal program legislation, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- (ii) The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- (iii) If applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor

shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- (iv) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

(D) Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act:

- (i) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3) as may be applicable, which are incorporated by reference into this contract. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (ii) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (iii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (iv) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

- (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
 - (iv) Withholding for unpaid wages and liquidated damages. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
 - (v) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.
- (F) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:
- (i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or

research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
 - (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (G) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- (i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
 - (ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
- (H) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the Agency in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.
- (I) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Contractor shall file with the Agency the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (J) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- (i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
 - (ii) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.
 - (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - (iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- (K) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:
- (i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(v) See Public Law 115-232, section 889 for additional information.

(L) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

- (i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts
- (ii) For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. ACCESS TO RECORDS & RECORD RETENTION

(A) Access to Records. The following access to records requirements apply to this contract:

- (i) The Contractor agrees to provide the State, Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (iv) In compliance with the Disaster Recovery Act of 2018, the Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3. MISCELLANEOUS PROVISIONS

(A) The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

- (B) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (D) Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Contractor exceeds at its own risk.

RESOLUTION NO. _____

Resolution authorizing (1) the City Manager to execute Amendment No. 3 to STH Contract: FY 2021-025 in the amount of \$4,000 with EKI Environmental & Water, Inc. for a total not-to-exceed contract amount not to exceed \$151,500 for Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project Due to Glass Fire Incident, City Project No. E21-04 and (2) the Director of Public Works to approve Change Order #1 to Construction Contract: STH Contract: FY2021-063 for \$3,114.91 with Taylor Bailey, Inc. for Meadowood Water Tanks Emergency Replacement Project, CIP Project No. E21-04, for a total not-to-exceed contract amount of \$61,030.91.

WHEREAS, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, Public Contract Code section 22035 authorizes the City Council of the City of St. Helena (“City”), in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050; and

WHEREAS, Public Contract Code section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

WHEREAS, pursuant to Section 3.04.290 and 3.04.170 of the City’s Municipal Code and Public Contract Code section 22050(b), the City Council delegated authority to make an emergency determination and award a contract to perform emergency work to the City Manager; and

WHEREAS, on September 27, 2020, the City proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which is affecting both Napa and Sonoma Counties; and

WHEREAS, as a result of the Glass Fire, several components of the City's water infrastructure have been damaged and, in some cases, rendered non-operational. In particular, the Meadowood Water Tanks that serve as the only source of water to the Meadowood Resort and residents in the Madrone Knoll area have burned and are no longer functional for the City's water operations; and

WHEREAS, the City Manager determined the Glass Fire constituted an emergency that did not permit undergoing the formal competitive bidding process; and

WHEREAS, the City Manager procured a Professional Services Agreement Professional Services Agreement with EKI Environmental & Water, Inc in a contract dated October 3, 2020 for a not-to-exceed amount of \$ \$92,000.00, as amended on February 25, 2021, for a not-to-exceed amount of \$147,500, and Construction Contract with Taylor Bailey in a contract dated March 8, 2021, for a not-to-exceed amount of \$57,916 to assist with the Meadowood Tanks Emergency Replacement Project, and prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, staff is recommending an Amendment No. 3 of up to \$4,000.00 with EKI Environmental & Water, Inc. STH Contract: FY2021-025 for Meadowood Tanks Emergency Replacement Project due to Glass Fire, CIP Project E21-04, for a total not-to-exceed contract amount of \$151,500.00, and

WHEREAS, staff is recommending a Change Order of up to \$3,114.91 with Taylor Bailey, Inc. STH Contract: FY2021-028 for Meadowood Water Tanks Emergency Replacement Project, CIP Project E21-04, for a total not-to-exceed contract amount of \$61,030.91.

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. That the public interest and necessity demand the immediate expenditure of public funds for emergency work related to the Glass Fire in order to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

SECTION 3. That the emergency would not permit a delay that would have resulted from a competitive solicitation for bids and that action was necessary to respond to the emergency related to the Glass Fire.

SECTION 4. That the City Council authorizes (1) the City Manager to execute Amendment No. 3 to STH Contract: FY 2021-025 in the amount of \$4,000 with EKI Environmental & Water, Inc. for a total not-to-exceed contract amount not to exceed \$151,500 for Engineering Consulting Services for Meadowood Tanks

Emergency Replacement Project Due to Glass Fire Incident, City Project No. E21-04 and (2) the Director of Public Works to approve Change Order #1 to Construction Contract: STH Contract: FY2021-063 for \$3,114.91 with Taylor Bailey, Inc. for Meadowood Water Tanks Emergency Replacement Project, CIP Project No. E21-04, for a total not-to-exceed contract amount of \$61,030.91.

SECTION 5. That the approvals herein authorized are necessary to protect the public health, safety, and welfare.

SECTION 6. This Resolution shall become effective immediately.

Approved at a Regular Meeting of the St. Helena City Council on November 9, 2021, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Chouteau:	_____
Councilmember Hall:	_____
Councilmember Hardy:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

STH Contract: FY2021-025-03A

AMENDMENT #3

**TO PROFESSIONAL SERVICES AGREEMENT WITH EKI ENVIRONMENTAL & WATER, INC;
STH CONTRACT NO: FY2021-025 FOR ENGINEERING CONSULTING SERVICES FOR
MEADOWOOD TANKS EMERGENCY REPLACEMENT PROJECT DUE TO GLASS FIRE
INCIDENT, CITY PROJECT NO. E21-04 FOR AN ADDITIONAL \$4,000 FOR A TOTAL
CONTRACT AMOUNT NOT-TO-EXCEED \$151,500.**

This Third Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 dated October 3, 2020 ("Agreement") is made as of this ____ day of _____, 2021 by and between the City of St. Helena and EKI Environmental & Water, Inc. (Consultant).

RECITALS

- A. On October 3, 2020, The City of St. Helena and EKI Environmental & Water, Inc. entered into an agreement to provide Engineering Consulting Services for Meadowood Tanks Emergency Replacement Project due to Glass Fire Incident, City Project No. E21-04 in amount not-to-exceed \$92,000; and
- B. In order to secure necessary access to the Meadowood area, it has been requested by Meadowood Associates LP and Meadowood Resort LLP be added additional insured to all agreements; and
- C. The City desires to add federal funding requirement language to the Agreement; and
- D. On October 7, 2020, a First Contract Amendment was approved to amend the Agreement to include the additional insured and additional language; and
- E. On February 25, 2021, a Second Contract Amendment was approved to amend the Agreement to include an additional \$55,500 for a total contract amount not-to-exceed \$147,500; and
- F. The Agreement's current Scope of Services does not include the funds or the additional work for additional professional services associated with engineering consulting services for Meadowood tanks emergency replacement project; and
- G. Additional funding in the amount of \$4,000 has been requested for a total not-to-exceed contract of \$151,500; and
- H. The City of St. Helena and EKI Environmental & Water, Inc now desire to amend the Agreement to include the additional funding necessary for the Consultant to provide additional Engineering Consulting Services for the Meadowood Tanks Emergency Replacement Project.

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

Page 1 of 4

Third Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-03A

hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 1. Basic Services

Parties agree to amend Section 1, "Basic Services" of the Agreement to provide additional services, as outlined in Exhibit A, "Scope of Work" attached hereto.

2. Section 4.A Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed \$151,500.00 ... "

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

Entered as of the day and year first above stated.

CITY OF ST. HELENA
a Municipal Corporation

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney St. Helena

Print Name: Mark T. Prestwich

Title: City Manager

EKI ENVIRONMENTAL & WATER, INC

By: _____

Print Name: John T. Dewitt

Title: Vice President

Attachments:

Exhibit A: "Scope of Services"

Exhibit B: "Compensation"

Page 2 of 4

Third Amendment to Professional Services Agreement City of St. Helena STH Contract: FY
2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-03A

Exhibit A
Scope of Services

The existing scope of services is mostly complete. The tasks in the original scope of services included the following:

- Prepare a site visit and damage assessment.
- Prepare a piping plan and work scope and visit the site with the contractor, Taylor Bailey.
- Prepare an electrical work scope and visited the site with the electrical contractor, Telstar.
- Perform a geotechnical investigation to confirm seismic design parameters.
- Negotiate contract language for two contracts with NST Inc. of Santa Rosa, CA (the tank designer and contractor) to manufacture and install the tanks.
- Coordinate with NST's structural engineer to iteratively arrive at a design for anchored bolted steel tanks of a standard size that will be able to be installed on the existing concrete pads and meet AWWA D103 design standards.
- Perform multiple reviews of the tank design submittals from NST.
- Review invoices from NST and develop an invoicing schedule.
- Prepare change orders with NST.
- Participate in coordination conference calls with Meadowood Resort and Meadowood HOA.
- Coordinate and confirm delivery of the tank parts at a City offsite location.
- Negotiate construction contracts with Taylor Bailey and Telstar.
- Oversight of piping work, electrical work, tank construction, tank testing and disinfection, for up to 3 weeks.
- Quality control testing of the steel tank interior coating using spark testing by Bay Area Coating Consultants.
- Perform NST, Taylor Bailey, and Telstar contract management.
- Perform project management and client communications.

Amendment No. 1 to the Professional Services Agreement made modifications to the Agreement language but did not change the scope of work. Amendment No. 2 added additional scope to the project including:

- Increasing the period for oversight of piping work, electrical work, tank construction, tank testing and disinfection, from 3 to 7 weeks.
- Performing thickness testing of the concrete pads using ground penetrating radar (GPR).
- Project coordination related to installation of a new solar panel.

Subsequent to the execution of Amendment No. 2, EKI performed the following work at the City's request that was outside the original scope:

- Prepared a letter and supporting calculations to respond to a Federal Emergency Management Agency (FEMA) request for justification for the replacement of the City's previous redwood tanks with steel tanks.
- Performed oversight of construction work beyond the originally planned 7 weeks. Due to various construction complications and delays, the construction period has extended intermittently for a period of over 4 months. The extension of the construction work has led to additional oversight expenses that were not anticipated in the original scope of work.

Page 3 of 4

Third Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2021-025 with EKI Environmental & Water, Inc

STH Contract: FY2021-025-03A

Exhibit B
Compensation

Based on the out-of-scope work, the total additional budget requested is \$4,000, for a new project total of \$151,500. The EKI team will continue to bill on a time and material basis for remaining project-related services without exceeding the project total budget of \$151,500.

Page 4 of 4

Third Amendment to Professional Services Agreement City of St. Helena STH Contract: FY
2021-025 with EKI Environmental & Water, Inc



City of St. Helena
*"We will conduct city affairs on behalf of our citizens
 using an open and creative process."*

1572 Railroad Avenue
 St. Helena, CA 94574
 Phone: (707) 967-2792
 Fax: (707) 963-7748

www.cityofstheleena.org

OFFICE OF THE DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER

Contract Change Order #001 - E21-04 Meadowood Water Tanks Emergency Replacement Project

To: Taylor Bailey, Inc.
 355 La Fata, Suite E
 St. Helena, CA 94574

From: Mark Rincón-Ibarra, PE
 Public Works Director/City Engineer

Date: Thursday, October 14, 2021

Re: E21-04 Meadowood Water Tanks Emergency Replacement Project

Taylor Bailey, Inc. is directed to make the following changes to the Contract documents. You are directed as follows:

Additional Work:

Item	Description	Units	Bid Qty	Final Qty	Difference	Unit Price	Net Change
NA	Extras for Solar Panel Installation and Purchase of Materials for Meadowood Tanks Site	EA	0	1	1	\$3,114.91	\$3,114.91
Final Change Order Amount							\$3,114.91

Adjustment in Compensation:

The contractor agrees to accept the total net increase of \$3,114.91 as full compensation for the above noted additional work including all labor, materials, mark-up, and traffic control. No additional compensation for the noted work will be allowed. The contract total is increased to \$61,030.91.

Working Days

By reason of these proposed changes, 0 working days extension will be allowed.

City of St. Helena

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, to provide all labor and equipment, furnish all materials, and to perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Page 1 of 2

E21-04 Meadowood Water Tanks Emergency Replacement Project CCO #001

CONTRACTOR ACCEPTANCE BY:		
SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Robert Covey Owner	10.20.21

PREPARED BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Martin Beltran Public Works Management Analyst	
APPROVAL BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Mark Rincón-Ibarra, PE Public Works Director/City Engineer	



Report to the City Council
Regular City Council - 09 Nov 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a Resolution: (1) Accepting of California Department of Alcoholic Beverage Control grant 22-OTS13, to support programs deterring alcoholic beverage sales to minors; (2) authorizing the City Manager to execute the contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto; (3) authorizing a budget increase of \$20,000 to Police Department Overtime (101-4900-2030); and (4) authorizing a budget increase of \$20,000 to General Fund Police Contributions revenue (101-3461-4900).

CEQA Determination: Not a CEQA project

Prepared By: Justin Tharp, Lieutenant

Reviewed By: Chris Hartley, Chief of Police

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Alcoholic Beverage Control (ABC) multi-program mini grant, provides law enforcement funding to support three programs: the minor decoy program, the shoulder tap program, and IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) inspections. Funding for the ABC program comes from the Office of Traffic Safety (OTS), through the National Highway Safety Administration. When implemented these enforcement and educational tactics have led to a significant drop in the violation rate for youth access to alcohol from about 75% to around 20%.

DISCUSSION

The City of St Helena has applied for, and been awarded, the ABC multi-program mini grant in the amount of \$20,000. This Grant will be used to initiate three programs with the goal of reducing underage drinking and the resultant DUI driving injuries and fatalities

and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, and provide enforcement intervention. The grant provides funding for salaries associated with any of the following enforcement and/or educational activities.

The Minor Decoy Program

This program is used to reduce the number of licensees who sell alcoholic beverages to minors. The Minor Decoy Program has proven to be a significant and effective tool for law enforcement officials in combating sales of alcoholic beverages to underage person.

The Shoulder Tap Program

This program is used to detect and deter adults who furnish alcoholic beverages to minors. "Shoulder Tapping" refers to the practices used by minors to obtain alcohol from adult strangers near off-sale retail outlets.

Informed Merchants Preventing Alcohol-Related Crime Tendencies or IMPACT

This program provides inspections to merchants and focus on licensee education. Officers randomly select licensed outlets to conduct business friendly compliance inspections. The Officers look for loitering, litter, graffiti, posted signs, lack of food service in restaurants, illegal weapons, and other violations. The licensee must then correct any problem areas observed and noted by the Officers. Follow-up visits are then conducted to ensure the licensee has corrected any noted issues.

The City of St. Helena has 60 active On-Sale Licenses and 127 Active Off-Sale Licenses. On Sale refers to a Licensee that is permitted to let the customer consume an alcoholic beverage on premises, whereas an Off Sale only permits the sale of a sealed alcoholic beverage. These numbers do not include Licensee that will be part of this enforcement and educational effort.

FISCAL IMPACT

The fiscal impact for the Shoulder Tap Program is \$20,000 with 100% of the funding from the ABC grant. A budget increase of \$20,000 to Police Department Overtime (101-4900-2030) is necessary and is offset with a budget increase to General Fund Police Contributions revenue (101-3461-4900) in an amount of the same. The fiscal year 2021-2022 grant funds must be spent or encumbered by August 31, 2022.

RECOMMENDED ACTION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

[Resolution ABC Grant](#)

[ABC OTS Grant exhibits](#)

[STD 213 with SCO ID block rev 4-2020](#)

CITY OF ST. HELENA

RESOLUTION NO. 2021-

A Resolution: (1) Accepting of California Department of Alcoholic Beverage Control grant 22-OTS13, to support programs deterring alcoholic beverage sales to minors; (2) authorizing the City Manager to execute the contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto; (3) authorizing a budget increase of \$20,000 to Police Department Overtime (101-4900-2030); and (4) authorizing a budget increase of \$20,000 to General Fund Police Contributions revenue (101-3461-4900).

RECITALS

- A. The California Department Alcoholic Beverage Control has awarded the City of St. Helena, through the St. Helena Police Department, a \$20,000 grant to deter the sale of alcoholic beverages to minors.
- B. The grant will commence on October 1, 2021 and conclude August 31, 2022.
- C. The grant will provide funding for Police Officer's Salaries associated with enforcement and educational activities concerning this grant.
- D. Enforcement/Education activities includes the Minor Decoy Program, Shoulder Tap program, and Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT).
- E. The City of St. Helena has 60 Active On-Sale Alcohol Beverage Licensees and 127 Active Off-Sale Alcoholic Beverage Licensees.
- F. Where implemented, Enforcement/Educational tactics have led to a significant drop in the violation of rates for youth access to alcohol from about 75% to around 20%.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena (Applicant) hereby resolves as follows:

1. The City Council of St. Helena has reviewed and hereby approves acceptance of the California Department of Alcoholic Beverage Control (ABC) grant awarded in the amount of \$20,000; and
2. The City acknowledges compliance with all state and federal public participation requirements as stated in the attached Exhibits "A", "B", and "C"; and
3. The City hereby authorizes and directs the City Manager to execute the contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto; and
4. If Grant Funding is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the California Department of Alcoholic Beverage Control from time to time in connection with the grant; and
5. The City Council authorizes a budget expenditure increase of \$20,000 to 101-4900-2030 and authorizes a budget revenue increase of \$20,000 to 101-3461-4900.

Passed and adopted at a Regular Meeting of the St. Helena City Council on November 09, 2021, by the following vote:

Approved at a Regular Meeting of the St. Helena City Council on November 9, 2021, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Chouteau:	_____
Councilmember Hall:	_____
Councilmember Hardy:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

EXHIBIT A SCOPE OF WORK

Purpose and Description of Services

Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:

- Minor Decoy operations – designed to educate and deter licensed locations from selling/furnishing alcohol to minors and shall be conducted at both “On-Sale” and “Off-Sale” licensed establishments within the operation period of the grant.
- Shoulder Tap operations – used to detect and deter adult furnishers outside of a licensed business and shall be performed at “Off-Sale” licensed locations to apprehend adults that are unaffiliated with the licensed businesses who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections – primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.

The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.

In addition, contractor agrees to the following goals:

- Raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Establish and implement a coordinated effort between contractor and ABC, and acknowledges no operations will be conducted until after the contractor’s representative has completed training conducted by ABC.
- Issue press releases as follows:
 1. To announce the start of the program;
 2. At the conclusion of each Minor Decoy Operation held (to announce the number of licensed premises who sold to the minor decoy)
 3. At the conclusion of each Shoulder Tap Operation held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
 4. At the conclusion of each IMPACT operation held
- Fax (916) 419-2599 or email each press release to the Department’s Public Information Officer (pio@abc.ca.gov) as soon as it is released.

- In all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
- Complete and submit bi-monthly reports, in a format designed by the Department of Alcoholic Beverage Control due no later than 15 days after operations conducted:
 - On or before **January 17, 2022** (with results of operations October, November & December 2021)
 - On or before **March 15, 2022** (with results of operations January & February 2022)
 - On or before **May 16, 2022** (with results of operations March & April 2022)
 - On or before **July 15, 2022** (with results of operations May & June 2022)
 - On or before **September 15, 2022** (with results of operations July & August 2022)
- Submit an Executive Summary as part of the final report due on or before **September 15, 2022**. The summary shall contain the following:
 1. An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project
 2. Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution
 3. Problems – describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.
 4. Results – describe the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.
 5. Disclaimer – The final report shall include the following: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."
 6. Documentation – Attach any relevant documents developed. Examples are new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

Contract Term

The operation period of the grant is October 1, 2021 through August 31, 2022.

Project Representatives

The project representatives during the term of this agreement will be:

Agreement Number: 22-OTS13
Saint Helena Police Department
Page 3 of 3

Saint Helena Police Department
Melissa Brown
1480 Main Street
Saint Helena, CA 94574
(707) 967-2850
mbrown@cityofstheleena.org

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 928-9807
Diana.fouts-guter@abc.ca.gov

Direct all fiscal inquiries to:

Saint Helena Police Department
Mandy Kellogg
1480 Main Street
Saint Helena, CA 94574
(707) 312-1260
mkellogg@cityofstheleena.org

Department of Alcoholic Beverage Control
Kristine Okino, Fiscal Grant Analyst
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay bi-monthly for approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (22-OTS13) and must not exceed the contract total authorized amount of \$20,000.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grants Fiscal Analyst
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- This agreement is for overtime compensation only.
- Payment shall be made in arrears within 45 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, October 1, 2021 and on or before the project termination date, August 31, 2022.
- Contractor understands any other costs incurred by contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of contractor.

Budget Contingency Clause

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this agreement and contractor shall not be obligated to perform any provisions of this agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to contractor to reflect the reduced amount.

Prompt Payment Clause

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.
3. ASSIGNMENT: This agreement is not assignable by the contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this agreement and be relieved of any payments should the contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid to the contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209.

With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this agreement, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this agreement.
13. COMPENSATION: The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

Agreement Number: 22-OTS13
Saint Helena Police Department
Page 4 of 4

- a. If for this contract contractor made a commitment to achieve small business participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this contract contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

Contractor Certifications: By signing this agreement, contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

Please wait...

Agenda Item #9.5.

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Report to the City Council
Regular City Council - 09 Nov 2021

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution Affirming Support for the Upper Napa Valley Blue Zones Project and Appointing a Council Representative to Serve on the Upper Napa Valley Blue Zones Steering and Leadership Committee

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafoopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

DISCUSSION

Blue Zones refer to communities around the world that have been recognized as having exceptional health and extreme longevity. Blue Zones, LLC is an Adventist Health affiliated organization that seeks to improve the health and well-being of communities across the United States, with a mission to "empower everyone, everywhere to live a better, longer life."

Adventist Health is in the middle of a three-year initiative to launch multiple Blue Zones Projects to improve the well-being of more than 75 communities on the west coast. The Upper Napa Valley Blue Zones Project is one of the first of these projects. The Upper Napa Valley Blue Zones Project is a multi-year effort that seeks to make recommendations and promote changes across a wide swath of the Upper Napa Valley community, including improving or optimizing city streets (smoking policies, bike lanes, sidewalks), public spaces (parks, walking paths), schools (cafeterias, safe walking paths to school), restaurants, grocery stores, employers, faith-based organizations, and community involvement. A key component of the Blue Zones project is to work closely with community leaders to understand key issues and work to identify sustainable policy changes.

On October 12, 2021, the City Council adopted a Resolution in support of the Upper Napa Valley Blue Zones Project and appointed Vice Mayor Dohring to serve on the project's Steering and Leadership Committee. At Mayor Ellsworth's and Vice Mayor Dohring's request, the resolution has been updated to include additional references to anticipated Blue Zones projects and inclusivity language. Changes are highlighted in yellow and underlined in the attached resolution.

FISCAL IMPACT

There is no direct financial impact associated with this item other than limited staff time allocated to lending support to the project.

RECOMMENDED ACTION

Adopt the proposed resolution affirming support for the Upper Napa Valley Blue Zones Project and appointing Vice Mayor Dohring to the Upper Napa Valley Blue Zones Steering and Leadership Committee.

ATTACHMENTS

[Blue Zones Revised Resolution](#)

**CITY OF ST. HELENA
RESOLUTION NO. 2021-**

**Resolution of the City Council of the City of St. Helena Affirming Support for the
Blue Zones Project and Appointing Vice Mayor Dohring to Serve on the
Upper Napa Valley Blue Zones Steering and Leadership Committee**

WHEREAS, improving the overall well-being of the residents of St. Helena will improve productivity, lower healthcare costs, and improve the economy; and

WHEREAS, rates of obesity and healthcare costs have increased significantly and employers cite health and well-being as a concern with employees; and

WHEREAS, Blue Zones are communities that have been identified as having populations that live measurably longer, happier lives with lower rates of chronic diseases and a higher quality of life than the average; and

WHEREAS, the Upper Napa Valley Blue Zones Project is a community-wide, evidence-based approach that seeks to improve the well-being of communities by applying best practices to make the healthy choice the easy choice through the built environment, food, and tobacco policy change; environmental changes within worksites, schools, restaurants, grocery stores, and faith/civic organizations; and engagement activities that promote social support for, and education around, healthy behaviors, volunteering, and purpose; and

WHEREAS, the Upper Napa Valley Blue Zones Project will implement on-the-ground projects that engage the community in public space re-design, improve the built environment for all ages, abilities, races, ethnicities, sexual orientations, genders, gender identities, gender expressions and incomes, and support understanding and acceptance of healthy, equitable community design; and

WHEREAS, the Upper Napa Valley Blue Zones Project will be a source of community well-being by engaging with individuals in Purpose Workshops, moais, and cooking demonstrations and other appropriate engagement activities, inclusive to all regardless of age, race, ethnicity, sexual orientation, gender, gender identity, gender expression, spoken language, religion, ability, or socio-economic status.

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

1. Rescind R2021-129 adopted October 12, 2021.

2. The City of St. Helena recognizes and supports the Blue Zones Project and urges staff to recognize and lend appropriate support to the Blue Zones Project so that the entirety of the City of St. Helena and the Upper Napa Valley may become a Blue Zone where residents live measurably longer and happier lives.
3. The City Council appoints Vice Mayor Paul Dohring to represent the City Council and serve on the Upper Napa Valley Blue Zones Project Steering and Leadership Committee.

Mayor Geoff Ellsworth:

Vice Mayor Paul Dohring:

Council Member Anna Chouteau:

Council Member Lester Hardy:

Council Member Eric Hall:

APPROVED: ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 09 Nov 2021

Agenda Section: **OLD BUSINESS**

Subject: **R18-81 Downtown Streetscape Update; Discussion and Direction Regarding Segmenting Project**

CEQA **Not a CEQA project**
Determination:

Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Downtown Improvement project (CIP Project #R18-81) will improve sidewalks and streetscape elements in the Downtown area between Pine Street and Mitchell Drive. The project involves removal and reconstruction of all sidewalks, pedestrian curb ramps, trees, and streetscape elements along Main Street in the Downtown.

Anticipated project funding includes a combination of funds from the General Fund, Gas Tax, Measure T, and One Bay Area Grant Phase II (OBAG-2) monies. It is anticipated additional construction financing will be necessary through an infrastructure loan program. The project plans are 90% complete and the City has received environmental clearance through Caltrans (Caltrans had to clear the environmental document for the project due to federal funds associated with the OBAG-2 monies used in the project). However, additional right of way work is necessary to obtain final clearances through Caltrans.

This project is consistent with City Council Goal 1: "Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship and Public Health." Completion of this project will enhance downtown public infrastructure, the pedestrian experience, and foster economic vitality through improved placemaking. The project is also included as an initiative in the City Council adopted SH Business Recovery Strategy.

DISCUSSION

Based on the original deadlines associated with the \$1.2 million OBAG-2 construction funding, on June 22, 2021, City Council was advised that a time extension was necessary through December 31, 2022 to complete all final work and obtain approvals. At that time, the Interim City Engineer outlined two significant remaining tasks necessary to complete before seeking Caltrans approval to proceed to construction.

Right of Way Certification

One of the remaining tasks needed before the project can be cleared for construction is obtaining a right of way clearance through Caltrans. During the design of the improvements, it was discovered that there are a number of locations where sections of the existing sidewalk are outside of the existing right of way. Additionally, there appears to be differences between older property deed descriptions and Caltrans right of way records from a 2010 relinquishment map. Prior to the preparation of the plans associated with this project, staff did not realize that portions of the existing sidewalk were outside of the right of way (it was thought the right of way extended from face of building to face of building based on the prior streetscape and sidewalk improvement project which installed the pavers and the trees; however, mapping showed this may not be the case). In an effort to resolve this issue, title reports are needed for properties within the project area to determine if additional easements or rights of way were implemented between when the original property deeds were recorded or when the prior streetscape project was constructed. Staff anticipates once the rights of way issues are resolved, there will be sections of the sidewalk that are outside of the existing right of way.

Temporary Construction Easements

In order to ensure that transitions to doorways and alcoves are properly constructed, Temporary Construction Easements (TCE's) will need to be acquired from various properties. Caltrans has a very specific process that must be adhered to when acquiring easements or right of way for federally funded projects. The consultant for the project (BKF) included a task in the overall scope of work to prepare up to 20 legal descriptions and plats; however, due to the right of way issues discovered, preparation of these documents cannot begin until the issues are resolved. Once the right of way issues are resolved and BKF prepares the documents, the City will need to retain the services of a right of way agent that has been Caltrans certified to complete the appraisal and acquisition process.

However, the City's new City Engineer's analysis of the remaining tasks has determined the project cannot be completed by this date given the complexity and time associated with the final right of way clearance requirements and necessary temporary construction easements, and time involved in securing final E-76 Caltrans approval before the City can proceed to construction.

Recommended Project Segmentation

While the City's Engineer has determined that it is not possible to complete all anticipated project improvements before December 31, 2022 without jeopardizing the OBAG-2 funding, the City Engineer has worked with Napa Valley Transportation Authority (NVTA) and Caltrans to identify an approach that both preserves the City's OBAG-2 grant funding and takes into consideration considerable cost-increases associated with projected construction expenses that will require long-term infrastructure financing. The construction cost is now estimated to be at least \$6.5 million, which includes construction, construction management, and contingency.

Rather than complete all three downtown blocks from Pine Street to Mitchell Drive at this time, the City Engineer is recommending consideration of a segmented approach that would utilize the OBAG-2 grant funding to deliver the Pine Street to Adams Street segment of Main Street before December 31, 2022. There are fewer right of way issues and TCE's may not be required (as there are no alcoves) for this section and this approach does not require the City to fund the entire project at this time. This would allow the City to pursue OBAG-3 funding which is anticipated to be released in 2022 and/or other grants to deliver the remaining unfunded segment between Adams Street and Mitchell Drive at a later date.

To advance this option, next steps include:

1. Contacting NVTA to discuss a Scope Change with NVTA OBAG 2 Project/Program Manager to verify acceptance/concurrence.
2. Submit a letter to Caltrans indicating the Scope Change (and reasons for it - NEPA, timing, costs, right of way) along with a new Project Description to replace what was provided with the original OBAG 2 application with a cc to NVTA (BKF can draft the letter).
3. Request a meeting with Caltrans to discuss the right of way relinquishment issue and lack of information on the right of way delineation prior to the relinquishment.

Alternative Approach

Alternatively, the City can proceed now with completion of right of way clearance and TCE's for all properties and proceed to construction when this work is complete. This approach advances the entire project to construction as quickly as possible albeit without OBAG-2 funding. As noted above under the project segmentation approach, external infrastructure financing will be necessary to complete the project regardless of approach given the considerable increases in projected construction costs.

Other Considerations

In an effort to continue forward progress on the downtown sidewalk project and to assist property owners in replacing/repairing sewer laterals, the City Council authorized on August 11, 2020 (Resolution 2020-83) an agreement for financing private sewer lateral improvements and made findings of public benefit in support of the program. The program allowed property owners a maximum amount of \$7,500 each to repair or replace their sewer laterals in advance of the downtown streetscape project.

Prior outreach with property owners has raised questions about:

1. Whether property owners or the City is responsible for sewer laterals.
2. Whether the City would be willing to incorporate participating property owners with desired sewer lateral improvements into the City's overall construction project.

The City Attorney has reviewed the question of whether property owners or the City is responsible for sewer laterals, and concluded based on the available information that property owners are responsible for the maintenance of sewer lateral extending from the sewer main to their individual properties. Absent specific evidence to the contrary, a property owner that abuts a street or other right of way owns the property to the center of that right of way, with the City owning a right of way easement over the street. Similarly, to the extent that public utilities (including sewer) run underneath the street, the City will generally have easements for those public utilities. However, the sewer laterals, which extend off of the main sewer line, extend beneath the street, within the property owner's property, to provide sewer service for the individual property owner's benefit. As these laterals extend through the property owner's property underlying the City right of way and are used solely for the individual property owner's benefit, these sewer laterals are the responsibility of the individual property owner, unless the City assumes some responsibility for those laterals. A City may assume responsibility for maintenance of some or all of sewer laterals within the City right of way, and some cities have done so in their sewer ordinance, taking responsibility for sewer lateral maintenance up to the edge of the right of way, or up to the clean-out valve, but absent that explicit assumption of authority, sewer lateral maintenance should be the responsibility of the property owner.

With respect to the requests received to incorporate improvement/repair to the sewer laterals into the City's overall construction project, the City Attorney has advised that this would be possible provided that (1) the work on the sewer lateral is limited to the portions of the sewer lateral within the public right of way; (2) the property owners commit to paying the cost of the sewer lateral improvements; and (3) the property owners each enter into agreements committing to payment and including appropriate terms, including adequate protections for the City (waivers of liability, etc.). This approach may provide a simpler option for property owners, and could address concerns raised in prior outreach meetings about the appearance of temporary patches performed by numerous property owners in the months preceding sidewalk reconstruction, although property owners would still have the option of hiring their own contractor for the sewer lateral improvements. If there are property owners that desire to hire their own contractor for sewer lateral improvements, the City can extend the previously approved financing program which has since expired.

FISCAL IMPACT

Discussed in report.

RECOMMENDED ACTION

Provide direction.

Cindy Tzaopoulos

From: Anthony Micheli <anthonymmicheli@icloud.com>
Sent: Monday, November 8, 2021 8:12 AM
To: Cindy Tzaopoulos
Subject: [External] Streetscape plan

Cindy

Will you forward the following message concerning the streetscape plan to the city manager, mayor and city councilmen. In the future is it better for me to email them individually? If so can you email me all their email addresses. Thank you

I am a co-owner in 1351 Main St. and 1336 Oak St. I am also a life long resident of St. Helena. I can remember when there were no trees on main street. Then the beauty of our historic buildings was what you saw on Main street, not the jungle that exists today. Also our historic light poles stood out for everyone to see. Today you hardly see them. I employ the council to stick with the plan to cut down this jungle of trees starting in January 2022. I would suggest to cut the trees to six feet. This way there should not be a liability issue. This will give the citizens of St. Helena who have never seen our town with no trees. Then we can have the conversation if we want trees or not. I am not going to get into the issue at this time what is wrong with the present trees that are planned. For the record, last winter our building on main street had the roof drains plugged and caused a roof leak due to these trees. I am sure we are not the only building owner with this problem. The city has said they want to help the building owners with awnings and fronts of buildings due to the mold trees have caused. Here is a positive fix. Get rid of the problem, which is the trees. Thank You Anthony Micheli.



Report to the City Council
Regular City Council - 09 Nov 2021

Agenda Section: NEW BUSINESS

Subject: Consideration and proposed approval of a resolution:
1. Appointing two applicants to the Library Board of Trustees;
and
2. Consideration of Reappointment of Brian Cramer to the
Napa County Mosquito Abatement District

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Library Board of Trustees has one current vacant term of office and one vacancy effective December 1, 2021. The two terms of office will expire on June 30, 2022. The City Clerk conducted a recruitment and received four applications.

Napa County Mosquito Abatement District Manager Wesley Maffei has formally requested (see attachment) the City Council consider reappointment of Brian Cramer to the Napa County Mosquito Abatement District Committee. Mr. Cramer's term will expire December 31, 2021, he has been the St. Helena representative since July 14, 2015.

DISCUSSION

Library Board of Trustees:

Four applications have been received from the Library Board of Trustees vacant position.

Applicants include:

1. Alexandra Haslip
2. Juliet Valmont
3. Justin Stevens
4. Richard Crebs

The City Council may appoint:

1. One applicant to fill the vacant position immediately; and
2. One applicant to fill a term of office effective December 1, 2021.

Napa County Mosquito Abatement District Committee

Staff recommends City Council consider reappointment of Brian Cramer to the Napa County Mosquito Abatement District Committee to a term expiring December 31, 2025.

Should Council decide not to appoint an applicant, staff will advertise for the position to fill the vacancy.

FISCAL IMPACT

No fiscal impact.

RECOMMENDED ACTION

Adopt a resolution:

1. Appointing one applicant to the Library Board effective immediately and one applicant to a term beginning December 1, 2021; and
2. Reappointment of Brian Cramer to the Napa County Mosquito Abatement District Committee.

ATTACHMENTS

[Library Board of Trustees Application - Alexandra Haslip - 05 Oct 2021](#)

[Library Board of Trustees Application - Juliet Valmont - 25 Oct 2021](#)

[Library Board of Trustees Application - Justin Stephens - 07 Oct 2021](#)

[Library Board of Trustees Application - Richard Crebs - 19 Oct 2021](#)

[Napa County Mosquito Abatement District Brian Cramer](#)

[Napa County Mosquito Abatement District Application - Brian Cramer Appointment Reso](#)



CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

LIBRARY BOARD

Name: ALEXANDRA HASLIP

Home Address:

1655 SYLVANER AVE ST. HELENA, CA 94574

Mailing Address:

SAME

Occupation:

RETIRED

Business Address:

Ø

Telephone: Home 707-967-0876 Cell 707-334-1113 Business

Ø

E-mail: ALEXANDRA333@COMCAST.NET

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 45 yrs.

Current occupation (within last 12 months) RETIRED

Business interests in last 12 months:

Ø

Previous Committee/Commission Experience:

ST. HELENA PUBLIC SCHOOLS FOUNDATION; ST. HELENA
BEAUTIFICATION FDN, S.H. PERFORMING ARTS THEATER FDN,
CITIZEN'S OVERSIGHT COMM (SCHOOL BOND) HARVEST FESTIVAL, LOIS

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BS- UNIV. OF CALIF. BERKELEY.
I.T. CERT. SANTA ROSA JR. COLLEGE.

Professional and/or community service activities:

VARIOUS SCHOOL RELATED INC. 15 YRS+ ST. HELENA PUBLIC
SCHOOLS FOUNDATION

Local government related experience: 0

Please explain your reasons for wishing to serve on this committee/commission and how

I was raised to appreciate the important role that libraries can and should play in our lives and as such have raised a family of avid readers & writers. I believe that one of the most important things a library can do is offer a place where younger - and older minds too - can be excited and joyfully challenged to learn more, explore more & question more in an environment that is safe & welcoming to all. I would hope that through the love I have for my community and the familiarity I have with it I would be able to add to what the St Helena Library already does so well.

References:

Nancy Garden - 2727 Sulphur Springs Avenue SH 707-963-3408

Craig Bond - 1165 Valley View SH 707-963-7712

Inger Laidley - 706 Hunt Avenue SH 707-968-9594

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Alexandra Haship
 Signature of Applicant

9-14-2021
 Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena

City Clerk

1480 Main Street

St. Helena, CA, 94574



City of St. Helena

CA-21-025

COMMISSION/COMMITTEE APPLICATION

Received Date: October 25, 2021

Application Type: Library Board of Trustees

NAME: Juliet Valmont

ADDRESS: , Saint Helena, CA, 94574

PHONE: 425-471-4770

EMAIL ADDRESS: JulietVSilks@gmail.com

LENGTH OF RESIDENCY: 7 years

EMPLOYER: Juliet V Silks

EMPLOYMENT STATUS: Other

REASON FOR APPLYING: Interest in making Saint Helena Library the best it can be.

EDUCATIONAL BACKGROUND: Art Center College of Design (Pasadena,CA) Natural Perfume Certificate (Berkeley)

OTHER RELEVANT EXPERIENCE: Worked in my university library Special Collections with rare books, transcribing journals and preparing displays.

COMMUNITY INVOLVEMENT: Oakland Temple volunteer service, Young Women's President, Relief Society Presidency, Branch Missionary with the Church of Jesus Christ of Latter-Day Saints

REFERENCE 1: Leslie Wilks
1440 Allyn Avenue
415-713-2257
leslie@lesliewilksdesign.com

REFERENCE 2: Name: Antonia Allegra
Address: 3085 St Helena HWY
Phone Number(s): 707-200-4147
Email: antonia.allegra@gmail.com

REFERENCE 3: Name: Kathy McCarthy
Address: 1831 Quail Court
Phone Number(s): 707-337-2045
Email: kathymccarthy02@gmail.com

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

Not yet

What is your understanding of the role and responsibility of this Commission?

To help support the direction and expansion of the presence and services of the Saint Helena library, to give intelligent support to the city and library staff and encourage patrons in their engagement with the library.

What would be your goal(s) as a Commissioner?

To bring my celestial energy to this educational institution.

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

No

Is there anything else you would like us to consider when reviewing your application?

My personal commitment to this area in its development, refinement and spirit of civic responsibility.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Juliet Valmont

October 25, 2021

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION



City of St. Helena

CA-21-023

COMMISSION/COMMITTEE APPLICATION

Received Date: October 6, 2021

Application Type: Library Board of Trustees

NAME: Justin Stephens

ADDRESS: 2611 Colombard Court, Saint Helena, CA, 94574

PHONE: 707-963-2911

ALTERNATIVE PHONE: 7079632911

EMAIL ADDRESS: justin@hunnicuttwines.com

LENGTH OF RESIDENCY: Saint Helena

EMPLOYER: Stephens Family Wines

EMPLOYMENT STATUS: Employed

REASON FOR APPLYING: My kids are voracious readers, spent a lot of time at the library pre-Covid and are some of the bigger 'customers' of the library. So, i felt like including myself for consideration to participate.

EDUCATIONAL BACKGROUND: High School - Thacher School, 1991-1994
College U. C. Berkeley, BA, 1994-1998
Napa CC - night classes in viticulture, oenology and wine marketing. 2002, 2003

OTHER RELEVANT EXPERIENCE: I run 3 wine brands, 2 of which I started personally (launched 2002 and 2012), and a custom crush operation (launched 2008). My wife and I have 3 kids who are intimately involved with the library - Parker, Preston and Beckett Stephens (13, 11, 9)

COMMUNITY INVOLVEMENT: Member NVV and significant donor

REFERENCE 1: Name: Matthew Heil
Address: 605 Pope Street
Phone Number(s): 738-5291
Email: matthewheil@sthms.org

REFERENCE 2: Name: Jack Oliver
Address: 1248 Hudson
Phone Number(s): 963-1232
Email: jack@rboco.com

REFERENCE 3: Name: Laura Symon
Address: 1650 Spring Mountain Road
Phone Number(s): 415-298-3110
Email: symonlaura@gmail.com

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

no. i wasn't aware of the commission until i received the application notification today.

What is your understanding of the role and responsibility of this Commission?

The charge should be to be a voice of reason in the management, maintenance, direction and protocols of the SH Library.

What would be your goal(s) as a Commissioner?

It should be the goal of the commission to find economic and procedural efficiencies for the library team and its customers.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

no

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

/Justin H Stephens/

June 10, 2021



City of St. Helena

CA-21-024

COMMISSION/COMMITTEE APPLICATION

Received Date: October 18, 2021

Application Type: Library Board of Trustees

NAME: Richard Crebs

ADDRESS: 10 San Juan Court, St. Helena, , 94574

PHONE: 7075800418

EMAIL ADDRESS: rickcrebs25@gmail.com

LENGTH OF RESIDENCY: Saint Helena

EMPLOYMENT STATUS: Retired

REASON FOR APPLYING: Avid reader and wish to support our library!

EDUCATIONAL BACKGROUND: High School, Some college, Charter Property Casualty Underwriter (CPCU), Associate in Risk Management (ARM), Associate in Reinsurance (ARE)

COMMUNITY INVOLVEMENT: Member of the Saint Helena Housing Coalition, a nonprofit public interest corporation (501C3)

REFERENCE 1: Name: Doug Barr
Address: 2480 Spring Mountain Road, SH, 94574
Phone Number(s): (707) 967-8783, (707) 696-4922
Email: trpbarr@comcast.net

REFERENCE 2: Name: Mark Linder
Address: 1190 Meadowcreek Circle, SH, +94574
Phone Number(s): (916) 799-8345
Email:

REFERENCE 3: Name: Janice Humphrey
Address: 1257 Allyn Avenue, SH, 94574
Phone Number(s): (707) 963-3052
Email: janmarvino@sbcglobal.net

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

No

What is your understanding of the role and responsibility of this Commission?

Usual

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

No

Is there anything else you would like us to consider when reviewing your application?

No

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Richard Crebs

October 18, 2021

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Napa County Mosquito Abatement District

P.O. Box 10053, American Canyon, CA 94503

WESLEY A. MAFFEI
Manager

Phone (707) 553-9610
Fax (707) 553-9611
www.napamosquito.org

October 15, 2021

Ms. Cindy Tzaopoulos, City Clerk
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Dear Ms. Tzaopoulos:

Mr. Brian Cramer's term of office as representative for the City of St. Helena on the Napa County Mosquito Abatement District Board of Trustees will be expiring on December 31, 2021.

Mr. Cramer's business connections, innovative ideas, and fiscal acumen have been a valuable addition and asset to the District. His attendance and active participation at Board meetings has also been exceptional.

I would like to ask that Mr. Cramer be re-appointed to serve as your representative to the Napa County Mosquito Abatement District Board of Trustees for a four-year term starting January 1, 2021. Please be advised that appointed trustees serve without compensation (Health and Safety Code §2030(a)).

I would appreciate a response from you as to the action taken by the City Council by December 31, 2021.

Thank you for your cooperation on this matter.

Sincerely,



Wesley A. Maffei
Manager

cc: Brian Cramer

BOARD OF TRUSTEES

SHELBY VALENTINE
Calistoga
President

FRANK CABRAL
County of Napa
Acting President

BRIAN CRAMER
St. Helena
Secretary

Vacant
Napa

CHRIS RAY
Town of Yountville

DEBORAH MAFFEI
American Canyon
Acting Secretary

Mosquito abatement districts are formed pursuant to the laws in the California Health and Safety Code Division 3, Chapter 1, Section 2000 et. seq. (also known as the Mosquito Abatement Act of 1915). The Napa County Mosquito Abatement District (Napa County MAD) was formed in 1925 to reduce the effects of the mosquito population in Napa County. Napa County MAD services the entire County. The District has a staff of nine full-time employees and is funded by both ad valorem property tax and benefit assessment revenues.

The Mosquito Abatement Board of Trustees consists of six (6) appointed members, one member from each of the incorporated Cities and Town in the District (American Canyon, Calistoga, Napa, St. Helena, and Yountville) and one member representing the County. *Citizens appointed to the Board serve without compensation.* Board meetings are generally held the second Wednesday of each month at 7 p.m. at the District Office in American Canyon.



CITY HALL, 1572 RAILROAD AVENUE
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.cityofsthelema.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

Name: BRIAN EARL CRAMER

Home Address: 1750 Main Street St. Helena CA 94574

Mailing Address: _____

Occupation: Locksmith

Business Address: 1750 Main Street St. Helena CA

Telephone: Home _____ Cell 707 333 0302 Business 707 963 0565

E-mail: Lockdoktor@gmail.com BrianECramer@icloud.com

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 32

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

Active Transportation & Napa County Morgue Abatement

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting Degree FOC

Professional and/or community service activities:

too many to list

Local government related experience: Lots

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

giving back to my community in a context of service

Names, addresses, and phone numbers of three individuals familiar with your background:

Jon Cramer 707 266 4831

Fath Cramer 707 344 2392

Wes Maffer 707 553 9610

Chris Ray 707 363 4193

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

11-4-2021

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1572 Railroad Avenue
St. Helena, CA, 94574

CITY OF ST. HELENA
RESOLUTION NO. 2021-

Appointing Two applicants Library Board of Trustees and Reappointment of Brian Cramer to the Napa County Mosquito Abatement District Committee

RECITALS

- A. There is one current vacancy and one effective December 1, 2021 on the Library Board of Trustees; and
- B. Four applications have been received from community members for the opening; and
- C. The Napa County Mosquito Abatement District Committee St. Helena representative's term of office will expire on December 31, 2021; and
- D. Napa County Mosquito Abatement District Manager Wesley Maffei has formally requested the City Council consider reappointment of Brian Cramer to the Napa County Mosquito Abatement District Committee.

RESOLUTION

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

Library Board of Trustees

- 1. ____ is appointed immediately and ____ is appointed effective December 1, 2021 to the St. Helena Library Board of Trustees filling a term expiring on June 30, 2022; and

Napa County Mosquito Abatement District Committee

- 2. Reappointment of Brian Cramer to the Napa County Mosquito Abatement District with a term expiring on December 31, 2025.

Approved at a Regular Meeting of the St. Helena City Council on November 9, 2021, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Council Member Chouteau:	_____
Council Member Hall:	_____
Council Member Hardy:	_____

APPROVED:

ATTEST:

 Geoff Ellsworth, Mayor

 Cindy Tzaopoulos, City Clerk