



Report to the City Council
Council Meeting of August 23, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving a Professional Services Agreement with Larry Walker Associates for storm water consulting services in an amount not to exceed \$30,000

CEQA Status: Not a CEQA Project

Prepared By: Tobias Barr, Public Works Project Manager *T. Barr*
Steven Palmer, PE, Director of Public Works/City Engineer *[Signature]*

Approved By: Jennifer Phillips, City Manager *[Signature]*

BACKGROUND

The City is required to obtain and comply with a National Pollution Discharge Elimination System (NPDES) permit in order to operate a storm drain system and discharge stormwater into waters of the United States. The City's storm drain system, which is a completely separate system from the sewer system, collects rain water from the City's network of streets, parking lots and other non-permeable surfaces which connect to the system. Stormwater is then routed through the storm drain network water, either directly or indirectly, to the Napa River, Sulphur Creek, or York Creek. The permit City is subject to is referred to as a municipal separate storm sewer systems permit (MS4). The City is regulated by the State Water Resources Control Board Water Quality Order No 2013-0001-DWQ, Phase II Small MS4 NPDES Permit No. CAS000004. Under this program, the City and all other agencies in the region are required to obtain a new permit every five years and meet all the requirements which are conditions of the permit. The City's current permit term is from July 1, 2013 through June 30, 2018.

Under the current permit program, the Regional Board specifies the program requirements the City must perform to manage its storm drain system and stormwater management program. Permit requirements ratchet up year-to-year as the permit provides new mandates and programs each year that the City must incorporate into its stormwater program. The increasing requirements are a result of ongoing challenges with water quality, pollution, habitat destruction, climate change and other human related activities that impact the watershed. As such, each year the MS4 permit has additional requirements which results in municipalities ramping up their stormwater programs. The

end result is additional regulations administered on local (municipal) level and new requirements for more aggressive municipal programs. If the City does not comply with the Permit requirements, the Regional Board could issue citations, fines, or other enforcement actions.

A few examples of the increased permit requirements are new requirements for self assessment and inspection of City facilities, increased inspections at construction sites, additional record keeping, and stormdrain mapping requirements. Additionally, the State has begun implementing trash capture requirements that were initially adopted on April 7, 2015 (Trash Amendments). These Trash Amendments will require the City to study the issue of trash entering the storm drain system and implement programs to document and increase the effectiveness of removing trash before it enters the storm drain system and is transported to local creeks and rivers. The regionwide work is currently being performed by the Bay Area Stormwater Management Agencies Association (BASMAA) and Napa Countywide Stormwater Pollution Prevention Program (NCSPPP), however additional localized work will need to be performed by the individual organizations.

Due to the yearly increase of new permit requirements, the additional time to administer the new program requirements and the background and training need to successfully administer some of the new requirements, City Staff determined that hiring an on-call consultant to help support the City's stormwater permit and related services would provide a significant benefit to the City.

DISCUSSION

On June 3, 2016 Staff released a Request for Proposals (RFP) for Engineering Staff Augmentation Services. Within the call for proposals, a specific area was identified for stormwater compliance consulting and engineering services. City staff received three proposals related to stormwater permit compliance consulting and engineering support services. Proposing firms included Michael Baker International, WRECO and Larry Walker Associates. All three firms were highly qualified, competitive and had significant experience. However Staff determined that Larry Walker Associates were the most familiar with the Napa County region, had specific experience and familiarity with St. Helena, and the upcoming regulatory requirements related to the City's MS4 permit compliance.

FISCAL IMPACT

This contract is an as-needed, on call basis and will be billed by the hour with a not to exceed amount of \$30,000. This cost has been included in the approved Fiscal Year 2016/2017 operating budget for Public Works Administration and is funded from the General Fund (account # 101-5013-2145).

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt the attached resolution authorizing the City Manager to execute the Professional Services Agreement with Larry Walker in the amount of \$30,000 for Stormwater Program Engineering and Consulting Services.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

CITY OF ST. HELENA
RESOLUTION NO. 2016-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES IN THE AMOUNT OF \$30,000 FOR STORMWATER PROGRAM ENGINEERING AND CONSULTING SERVICES

RECITALS

- A. The City is required to comply with the Regional Water Quality Control Board MS4 Permit for storm sewer system discharges into waters of the United States; and
- B. Over the current permit's five year term, the City will be required to expand existing programs and implement new policies and procedures; and
- C. To support the City in meeting the permit requirements, on June 3, 2016 the City issued an RFP inviting consultants to submit proposals for stormwater program engineering and consulting services; and
- D. On June 23, 2016, City Staff received three proposals and found the proposal from Larry Walker Associates to have most applicable experience; and
- E. Larry Walker Associates has met the City's insurance requirements; and
- F. Funding for this contract was approved in the City's Fiscal Year 2016/2017 Public Works Administration operating budget.

RESOLUTION

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

- 1. The City Manager is authorized to execute the Professional Services Agreement with Larry Walker Associates in the amount of \$30,000 for Stormwater Program Engineering and Consulting Services.

Approved at a Regular Meeting of the St. Helena City Council on August 23, 2016 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

Alan Galbraith
Mayor

ATTEST:

Cindy Black
City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on August 23, 2016 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 **Stormwater Program Engineering and Consulting Services**.

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 and work (together, “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 which are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. Total compensation shall not exceed **\$30,000.00**, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services 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. City shall independently review each invoice submitted to determine whether the services 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 any charges or expenses are disputed by City, the original invoice shall be returned by City 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 Agreement 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. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject services by a timely written explanation, otherwise Consultant's services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such services except with respect to latent defects and fraud. Acceptance of any of Consultant's services 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 Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services 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, professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

D. 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.

E. 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 services 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 services 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.

F. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the services performed by the named insured for the City.

G. 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.

H. 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 services commence. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is a design professional, the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

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

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, nor 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

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.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services 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 services 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 SERVICES

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 Agreement, 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, 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 services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Brian Laurensen
707 Fourth Street, Suite 200
Davis, CA 95616

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 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all services 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 services performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

By: Brian Laurensen
Name: Brian Laurensen
Title: Vice President

City:

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

Exhibit A

Scope of Services

Professional Services Agreement with Larry Walker Associates Inc.

Task 1 Stormwater Program Staff Augmentation Engineering and Consulting Services

On an as needed basis, the consultant shall provide stormwater regulatory compliance staff augmentation and stormwater engineering support services for the City of St. Helena's Stormwater Program.

Task 1.1 Stormwater Program Implementation Support

Assist City Staff develop and customize compliance tools for the City to effectively implement the stormwater program. This includes customizing existing tools and documents to be City specific. This may include:

- Customizing NCSPPP templates for the City;
- Developing program implementation and documents or tools based on NCSPPP guidance;
- Reviewing City-prepared documents or materials;
- Developing or customizing outreach materials;
- Refining or revising programs and approaches developed in Year 1-3, based on lessons learned by City;
- Developing SWPPP and Hazardous Materials Plans for City facilities;
- Assisting the City with Stormwater Code Enforcement;
- Assist the City conduct the verification program for post construction BMPs;
- Assist the City with inspections of post construction facilities during and following construction;
- Assist the City with self-assessment and inspections of BMPs and facilities;
- Draft the City's annual program effectiveness assessment;
- Provide as needed implementation guidance and training for City Staff.

Task 1.2 Construction Project Requirements for Stormwater

Consultant shall assist the City implement the Phase II Permit's construction program. Task as needed and may include:

- Provide qualified staff to conduct inspections of construction projects for compliance purposes;
- Assist the City to develop and manage the construction inspection program based on NCSPPP, city and other regulatory requirements;

- Provide inspection training, in the field or classroom, to City Staff to provide a consistent understanding of the requirements;
- Provide QSD (Qualified Stormwater Pollution Prevention Plan (SWPP) Developer) and QSP (Qualified SWPPP Practitioner) oversight for City inspection and ESCP review staff.

Task 1.3 Trash Capture Compliance Support

Consultant shall support and assist the City in planning for the trash reduction requirements adopted into the State's Inland Surface Water and Enclosed Bays and Estuary Plan (Trash Amendments). This task is intended to provide City-specific guidance and assistance to complement and not duplicate the information being developed by NCSPPP or the BASMAA regional trash study and allow the City to more fully participate in the regional studies. This process will include developing and supporting trash assessments and related activities including survey and GIS mapping on the City's Stormwater system. Additional Tasks may include the following:

- Assisting the City review and provide comments and information for the BASMAA regional trash study;
- Summarizing the implications of the BASMAA regional trash study for City staff and decision makers;
- Facilitate communication with Caltrans, whom owns and maintains a State Highway that traverses the City's commercial district;
- Assist the City assess and determine the appropriate priority land use areas where trash and litter may be a concern so that trash capture devices or equivalent capture and other compliance activities can be implemented in those areas;
- Assist the City evaluate the specific feasibility of installing full capture devices in priority land use areas and the assessment;
- Identify appropriate full capture devices compatible with City Infrastructure and maintenance practices;
- Review current trash/litter control practices to develop potential enhancements that could be implemented for Track 2;
- Assist the City develop a Trak 1 or Track 2 compliance and implementation program, depending on which track the City determines through the assessment activities.

Exhibit B, Compensation

Below is a schedule of hourly rates (including direct and indirect costs) by employee billing classification as well as expense reimbursements of non-labor costs. LWA understands that the City will not pay for mileage or travel time to and from the Consultant office and City Hall and will accordingly not charge for these costs.

Personnel	Rate \$/Hour	Reimbursable Costs	Rate
Project Staff		Travel	
Amy Bonato	\$ 80	Local mileage	Current IRS rate
Allison Lewis	\$ 80	Transportation	Actual expense
Denise Parren	\$ 80	Auto rental	Actual commercial rate
Adriana Stovall	\$ 90	Fares	Actual expense
Michelle Benson	\$145	Room	Actual expense
Kathryn Walker	\$145	Subsistence ⁽¹⁾	\$48 per day
Olin Applegate	\$160	The rate for each meal as follows: ⁽¹⁾	
Jenny Bayley	\$160	Breakfast	\$9
Suzanne Brown	\$160	Lunch	\$13
Antonia Estevez-Olea	\$160	Dinner	\$21
Nima Jabbari	\$160	Incidentals	\$5
Danielle Moss	\$160		
Steve Maricle	\$175		
Jeff Walker	\$175		
Elizabeth Yin	\$175		
Bryant Alvarado	\$195		
Alina Constantinescu	\$195		
Reni Keane-Denzel	\$195		
Airy Krich-Brinton	\$195		
Mike Marson	\$195		
Giles Pettifor	\$195		
Hope M. Taylor	\$195		
Senior Staff		Report Reproduction and Copying	
Kristine Cornellie	\$220	Actual outside expense	
Diana Engle	\$220	Per black and white copy, in-house	\$0.08
Paul Hartman	\$220	Per color copy, in-house	\$0.89
Gorman Lau	\$220	Per binding, in-house	\$1.95
Will Lewis	\$220		
Amy Storm	\$220		
Mike Troughon	\$220		
Rachel Warren	\$220		
Associate		Special Postage and Express Mail	
Denise Conners	\$245	Actual expense	
Betsy Elzufon	\$245		
Sandy Mathews	\$245		
Mitch Mysliwicz	\$245		
Claus Suverkropp	\$245		
Principal		Other Direct Costs	
Karen Ashby	\$270	Actual expense	
Ashli Cooper Desai	\$270		
Brian Laurenson	\$270		
Chris Minton	\$270		
Mack Walker	\$270		
Tom Grovhoug	\$295		
		Daily Equipment Rental Rates	
		All single parameter field meters (pH, EC, D.O., Turbidity)	\$25 each
		Multi-parameter field meters	\$35
		Peristaltic Sampling Pump	\$35
		Professional grade GPS unit	\$25
		Digital Flow Meter	\$45
		Digital Fluorometer	\$45
		Multi-parameter Data Sonde (with telemetry)	
		- first day	\$200
		- each additional day	\$40
		Subcontractors	
		Actual expense plus 10% fee	

Note: ⁽¹⁾ Charged when overnight lodging is required.

Exhibit B, Compensation Cont.

Task	Budget
1	\$7,000
2	\$5,000
3	\$18,000

DESCRIPTIONS (Continued from Page 1)

form wording. Cancellation provisions are solely as shown on this certificate. Larry Walker does not own any of its own vehicles; all vehicles are either hired, leased or non-owned.

POLICY NUMBER: 6803C998380

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 04/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of St. Helena
Attn: City Manager
1480 Main Street
Saint Helena, CA 94574-7057

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF PERSON OR ORGANIZATION CONTINUATION: The City of St. Helena, its agents, officers, officials, employees and volunteers

PROVISIONS

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury", "property damage" or "personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

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

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

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 04/01/2016	
Named Insured Larry Walker Associates, Inc.	Countersigned by <i>Michael C...</i>

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

NAME OF PERSON OR ORGANIZATION CONTINUATION: The City of St. Helena, its agents, officers, officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Insured: Larry Walker Associates, Inc.

Policy Number: WZP81031046

Effective Date: 04/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

SCHEDULE

Person or Organization

Job Description

NAME OF PERSON OR ORGANIZATION CONTINUATION: The City of St. Helena, its agents, officers, officials, employees and volunteers

City of St. Helena
Attn: City Manager
1480 Main Street
Saint Helena, CA 94574-7057

Countersigned by _____
Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

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