

RESOLUTION NO. 6374-2021

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
AMENDMENT NO. 2 TO CONTRACT NO 2020-01-03 ENVIRONMENTAL ENGINEER CONSULTING SERVICES

WHEREAS, the City of Sebastopol requires certain Environmental Engineer Consulting services; and

WHEREAS, Stone Creek Environmental Consulting has provided those services since 2020; and

WHEREAS, the existing Contract No. 2020-01-03 needs to be amended to include consulting services for FY 21-22.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute Amendment No. 2 to Contract No. 2020-01-03, Agreement for Environmental Engineering Consultant Services (Stone Creek Environmental Consulting) for services through June 30, 2022.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 7th day of September 2021, by the following vote:

VOTE:

Ayes: Councilmembers Hinton, Rich, Slayter, Vice Mayor Gurney and Mayor Glass
Noes: None
Absent: None
Abstain: None

APPROVED: _____



Mayor Ura Glass

ATTEST: _____



Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____



Larry McLaughlin, City Attorney

AMENDMENT TO MASTER AGREEMENT 2020-01-03
ENVIRONMENTAL ENGINEERING
CONSULTING SERVICES
BETWEEN THE
CITY OF SEBASTOPOL AND
Stone Creek Environmental
Consulting
Amendment No. 2

Storm Water Support Services FY 2021/2022

The parties hereto agree to amend the above-captioned agreement as described below and on the attached Proposal.

Professional Environmental Engineering Consulting Services

- Task 1** – Sediment Reduction Plan
- Task 2** – Municipal Staff Training
- Task 3** – Annual Report
- Task 4** – Trash Implementation Plan
- Task 5** – Monitoring Data Management
- Task 6** – Project Management

Amount of Contract Amendment No. 2 is not to exceed \$24,500.00.

Prior to incurring any costs in excess of this "Not to Exceed" amount, consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and shown in Exhibit A.

All other terms and conditions of Master Agreement 2020-01-03 are hereby incorporated by reference and made a part of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers on the dates indicated below.

APPROVED:

CITY OF SEBASTOPOL

CONSULTANT

Stone Creek Environmental Consulting

Larry McLaughlin
City Manager/City Attorney

Colleen Hunt

Date: _____

Date: _____

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONSULTANTS

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, his agents, representatives, or employees.

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. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

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 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: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$2,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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 of Sebastopol, its officers, officials, employees and volunteers** are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the 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 the Consultant's insurance and shall not contribute with it.
3. 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

officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **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.**

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.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. 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.

Subconsultants

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

March 20, 2021

Mr. Joe Gaffney
City of Sebastopol
714 Johnson Street
Sebastopol, CA 95472

Subject: Proposal for Storm Water Support Services, 2021/2022 Fiscal Year

Dear Mr. Gaffney:

Stone Creek Environmental Consulting (Stone Creek) is pleased to present this proposal and fee estimate to provide stormwater support services to the City of Sebastopol (City). Colleen Hunt, owner, is a Certified Professional in Municipal Stormwater Management and brings direct regulatory compliance experience with municipal stormwater permit requirements. She has worked with dozens of municipal stormwater Permittees during her time with the Regional Water Board and for the past three years as a consultant. Colleen has been providing storm water assistance to the City since 2018.

The City is subject to requirements of the Regional Water Board Waste Discharge Requirements Order No. R1-2015-0030, National Pollutant Discharge Elimination System (NPDES) Permit No. CA0025054 for Discharges from the Municipal Separate Storm Sewer System (MS4) (Permit). The Permit became effective January 6, 2016 and expired on January 5, 2021. The Permit is administratively extended until the Regional Water Board renews the Permit. The Regional Water Board anticipates that the Permit will be renewed in the 2021/2022 fiscal year, although it is hard to anticipate the exact timing of the renewal. Until a new Permit is adopted, the City must continue implementing the requirements of the expired Permit.

Tasks in this proposal are to assist the City with the on-going requirements of the expired Permit. This includes:

- Sediment Reduction Plan Implementation
- Municipal Staff Training
- Annual Reporting
- Monitoring Data Management

Additionally, if the Permit is renewed in the 2021/2022 fiscal year, the City will potentially be subject to new requirements once the Permit is effective. The City may need assistance with implementing the new Permit requirements. Although we cannot determine the specific requirements, it is likely the City will need to begin implementing the Trash Implementation Plan (TIP) once the new Permit is effective. This proposal also includes a task to assist with the initial implementation of the TIP.

This proposal includes a scope of work to assist the City on these Permit requirements as outlined below.

Scope of Work

Task 1. Sediment Reduction Plan Implementation

Section I of the Permit requires the City to develop and implement a Sediment Reduction Plan to assess effectiveness of Best Management Practices (BMPs) used to control sediment in storm water runoff. The City developed a workplan for this requirement that was approved by the Regional Water Board. The workplan divided the scope of work into four phases:

- Phase I Source Investigation Research
- Phase II Sediment Source Field Investigation
- Phase III Sediment Source BMP Plan
- Phase IV Progress Reporting

The City has completed Phase I and is in the process of implementing Phase II. Phase II will be complete by the start of the contract. This task is to assist the City with the implementation of Phase III and IV.

Requirements for Phase III include implementing BMPs identified in Phase II to control significant sediment sources and studying the effectiveness of both new and existing BMPs. To complete this effectiveness study, Stone Creek proposes to quantify water quality benefits of BMPs using a cloud-based modeling system. Traditional effectiveness assessments require extensive water quality monitoring, which can be time consuming and costly. Additionally, traditional surface water monitoring often yields inconclusive results due to the multitude of factors influencing receiving water quality.

To develop a more reliable and cost-effective methodology for tracking sediment source BMP effectiveness, we propose to utilize an asset management web-based platform to inventory BMPs, track effectiveness, monitor maintenance needs, calculate sediment load reduction benefits, and generate annual reporting information. Effectiveness is tracked through calculating the true water quality benefit associated with sediment load reduction. This data driven approach provides a direct, measurable load reduction using a calibrated and validated model.

This systematic approach to effectiveness assessment will result in reliable and defensible data and will eliminate the need to conduct in-field monitoring. This provides a streamlined approach to complying with the sediment reduction requirements and will assist in the future with a direct compliance measurement for Total Maximum Daily Load (TMDL) waste load allocation requirements. More traditional effectiveness assessment would likely cost three times the amount of converting to a web-based platform.

As part of this task, Stone Creek will populate and manage the platform. This includes entering BMPs used to control sediment discharges into the platform, maintaining information, and running load reduction calculations for reporting purposes. BMPs to be included in the inventory will be defined in the Phase II Sediment Reduction Report. Utilizing the data generated in the platform, Stone Creek will also develop the effectiveness assessment report for the sediment reduction plan due to the Regional Water Board October 15, 2022.

The fee estimate includes a user fee to use the platform for one year. Based on our estimating, this methodology is the most cost-effective approach, even with the need to pay a user fee. The user fee includes the ability to incorporate other program areas into the platform, including tracking Low Impact Development (LID) inspections, storm drain maintenance needs, construction site inspections, industrial and commercial inspections and trash plan management.

Task 1 Deliverables: Effectiveness Assessment Report. Load reduction report for the 2022/2023 Annual Report.

Task 2. Municipal Staff Training

Section G.12. of the Permit requires the City to annually train staff whose interactions, jobs, and activities may affect stormwater quality. We will provide training on storm water topics selected by the City. This may include illicit discharge, non-storm water discharges, municipal activities BMP requirements, and/or integrated pest management. Training will be provided as a pre-recorded video or in person as conditions allow.

Task 2. Deliverable: Stormwater training, including preparation of a PowerPoint presentation, training materials, and training documentation records.

Task 3. Annual Report

The Annual Report for the 2020/2021 reporting period is due October 15, 2021. At the beginning of the new Permit term, the Regional Water Board developed an annual report template for Permittee use. The template provides a streamlined method for annual reporting. We will assist the City with populating the template and gathering information needed for reporting. The City will need to complete sections of the report with data that is not readily available to us to adequately complete the report. The City will be responsible for submitting the final report to the Regional Water Board.

Task 3. Deliverable: Draft Annual Report

Task 4. Trash Implementation Plan

In December 2018, the City submitted a Trash Implementation Plan (TIP) to the Regional Water Board in response to a 13383 Order issued to the City in 2017. The TIP provides an implementation strategy to comply with the State Water Board adopted Trash Provisions. The proposed strategy

includes a combination of installing full trash capture systems and implementing institutional controls to reduce the discharge of trash discharged to surface water. To date, the Regional Water Board has not provided comments or approved the TIP.

Although the TIP has not been approved, we can anticipate the implementation of the TIP as a requirement incorporated into the new Permit. If the new Permit becomes effective during the 2021/2022 fiscal year, we can anticipate needing to initiate implementation of the TIP. In the event implementation is required during this contract, this task is reserved for assisting with planning out the Year 1 TIP strategy. Under this task Stone Creek will assist the City with implementing the Year 1 strategy. The main focus of the task will be assisting the City with determining initial steps for implementation, including developing an outreach strategy.

Task 4. Deliverable: None

Task 5. Monitoring Data Management

The City is subject to ongoing wet weather and dry weather monitoring requirements. Under this task, we will provide the City with assistance with managing monitoring requirements and data management. This includes populating data tables and reviewing draft monitoring report narratives.

Task 5. Deliverable: Data tables

Task 6. Program Management

This task will include general project management tasks needed to manage the contract properly and effectively. Tasks will include a project schedule, managing budget, monthly invoicing, and routine communications with the City, including meetings to report progress and discuss key recommendations and decisions.

Task 6. Deliverable: Invoices

Fee Estimate and Level of Effort

The Scope of Work will be conducted as described above for an estimated not-to-exceed budget of \$24,500. The estimated fee and associated level of effort are summarized below.

Task	Level of Effort, hours	Estimated Fee, \$
Task 1. Sediment Reduction Plan	76	14,500
Task 2. Municipal Staff Training	12	2,400
Task 3. Annual Report	12	2,400
Task 4. Trash Implementation Plan	8	1,600
Task 5. Monitoring Data Management	6	1,200
Task 6. Project Management	12	2,400
Total	126	24,500

Billing rates for the estimate are provide below. Rates will be valid for the duration of the contract:

Technical Professional Services	\$182 per hour
GIS/Mapping	\$192 per hour
Intern Assistance	\$94 per hour
Administrative Assistance/Travel	\$83 per hour
Quality Assurance Review	\$204 per hour
Direct Costs	Cost + 10%
Mileage	Standard Federal Rate

Any services not included in this Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation from the City.

I am looking forward to working with you on this important work. Please feel free to contact me at 707-318-9415 or colleen@consultingstonecreek.com if you have any questions or would like to discuss this proposal further.

Sincerely,



Colleen Hunt, CPMSM #343
Professional Consultant