

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: September 16, 2025

To: Honorable Mayor and City Councilmembers
From: Toni Bertolero, Public Works Engineer

Subject: Approval of Flood Resiliency Master Plan Engineering Services with Wood Rodgers

RECOMMENDATION:

That the City Council adopt a resolution to approve Task Order 2 with Wood Rodgers for the preparation of the Flood Resiliency Master Plan (CIP #0711-23.05) for amount not to exceed \$152,130.00 and authorize the Interim City Manager to sign the Task Order.

EXECUTIVE SUMMARY:

Council approved the Capital Improvement project for the preparation of the Flood Resiliency Master Plan in the adopted Fiscal Year 2024-25 budget and carried over to Fiscal Year 2025-26. Due to the complexity of the project and the specialized services for the work, staff released a two-step Request for Proposal (RFP) process for the project. Step 1 was the release of a Request for Qualifications (RFQ) for the project on May 27, 2025 (Attachment 3) to the Prequalified List of Consultants. Two consultants, Wood Rodgers and Schaaf & Wheeler responded and submitted their Statement of Qualifications (SOQ) to perform the work. Public Works staff consisting of the (prior) Public Works Director/City Engineer, the Public Works Supervisor, the Engineering Technician, and Engineer Toni Bertolero. Based on the rankings, staff selected Wood Rodgers as the most qualified.

Wood Rodgers was selected to move forward to step 2 and requested to submit a Proposal based on the approach submitted in their SOQ. The Proposal was reviewed by staff and the final Proposal dated August 19, 2025 was submitted and accepted by staff (see Exhibit A attached to Task Order 2, Attachment 2).

Task Order 2 for the preparation of the Flood Resiliency Master Plan is not to exceed \$152, 530.00. The general scope is summarized below and the detailed scope can be found In the Proposal (Attachment 2):

Task 1-Project Management

Task 2-GIS Asset Management

Task 3-City wide Hot Spot Flooding Analysis

Task 4- Calder Creek Area Flooding Analysis

Task 5-Prepare Flood Resiliency Master Plan

BACKGROUND:

The Flood Resiliency Master Plan (CIP #0711-23.05) was approved in the Fiscal Year 2024-25 CIP and carried over to the Fiscal Year 2025-26 adopted CIP with a total budget of \$169,000. Funding is from the 2019 Flood Mitigation Fund 127. The proposed master plan is a flood control management plan that includes the identification of flood areas and the development of a Capital Improvement Program (CIP).

Due to the complexity and specialized engineering services for the preparation of the master plan, staff decided to do a two-step RFQ/RFP process to ensure that the most qualified consultant would be selected in the following areas of expertise:



- Hydrologic and hydraulic analysis and design
- Geographic information system mapping (GIS)
- Environmental investigations
- Cost estimating for infrastructure projects
- Grant applications and financing

The RFQ specified that the Statement of Qualification (SOQ) include a description of the approach to meeting the City's goal of preparing a Plan including prioritization of projects given the City's funding constraints for implementing capital projects. The Plan should specifically address the persistent flooding in the Calder Creek area and take into consideration the City's desire to naturalize the creek. The City's storm drain system map is not a GIS-system map and was last updated in 2005. Ideally the City would like to have their system map on a GIS system. The approach should also consider environmental permitting challenges with implementing capital projects.

DISCUSSION:

The RFQ was released to seven (7) engineering firms in the City's Prequalified Consultants List with expertise in storm drain system master plans. Of the seven firms, two submitted SOQs: Wood Rodgers and Schaaf & Wheeler. The criteria for ranking firms that would move forward to step 2, Request for Proposals:

CRITERIA	MAX POINTS
Previous relevant plans/studies	10
Key Team members	10
GIS mapping	10
Environmental assessments	5
Project cost estimating	5
Clarity of Overall and Approach	15
Citywide flood resiliency approach	10
Calder Creek naturalization approach	10
Master drainage planning approach	15
GIS mapping approach	10
Total Score (100 max)	100

STAFF ANALYSIS:

Public Works staff, consisting of the Public Works Director/City Engineer, the Public Works Supervisor, the Engineering Technician, and the Public Works Engineer reviewed the two proposals and ranked the two firms. Wood Rodgers was the clear selection scoring 98 points out of 100. Schaaf & Wheeler was not requested to submit a Proposal due to the deficiencies in their SOQ and not scoring at least 70 points.

Staff then requested a Proposal from Wood Rodgers and the final agreed-to scope of work dated August 19, 2025 was submitted (Attachment 2). A summary of the scope is listed below, and the detailed scope can be found in the Proposal:

Task 1-Project Management

Task 2-GIS Asset Management

Task 3-City wide Hot Spot Flooding Analysis

Task 4- Calder Creek Area Flooding Analysis

Task 5-Prepare Flood Resiliency Master Plan



The fee was reviewed and deemed by staff to be reasonable and within the City's adopted CIP budget of \$170,000.00. The work will take approximately one year to complete. Wood Rodgers has a Master Services Agreement with the City of on call engineering services dated July 16, 2025 (Attachment 4).

CITY COUNCIL GOALS/PRIORITIES/ AND OR GENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

Goal 3 – Infrastructure: Maintaining High Quality Infrastructure, Facilities and Services includes repairing/replacing outdated city facilities, improving streets, stormwater and wastewater infrastructure.

• Priority 4: Storm Drain Plan (note: the proposed master plan will include a list of capital projects and an update of cost estimates, including the project for the removal of silt at Calder Creek.)

This agenda item represents the City Council General Plan Consistency (if applicable):

Safety SA-2: Reduce risks to human life, property and public services associated with flood hazards.

FISCAL IMPACT:

There is no fiscal impact with this approval; Cost for this contract is not to exceed \$152,130 and is within the adopted CIP budget of \$169,000.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date. The City has also used social media to promote and advertise the City Council Meeting Agenda Items.

As of the writing of this agenda item report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this agenda item report, such comments will be provided to the City Council as supplemental materials before or at the meeting.

RESTATED RECOMMENDATION:

That the City Council adopt a resolution to approve Task Order 2 with Wood Rodgers for engineering services for the Flood Resiliency Master Plan for amount not to exceed \$152,130.00 and authorize the Interim City Manager to sign the Task Order.

CITY COUNCIL OPTION(S):

City Council could choose not to approve Task Order 2 and provide direction to staff.

ATTACHMENTS:

- 1-Resolution
- 2-Task Order 2 and Proposal with Wood Rodgers
- 3-Request for Qualifications (RFQ)
- 4-Statement of Qualifications from Wood Rodgers (SOQ)
- 5-MSA with Wood Rodgers dated 7/16/25



APPROVALS:

Department Head Responsible for Agenda Item: Approval Date: 9-2-2025 CEQA Determination (Community Development/Planning): Approval Date: 9-2-2025

The proposed action is Exempt from CEQA pursuant to §15306.

Administrative Services (Financial): Approval Date: N/A

City Attorney Approval Approval Date: 9-9-2025 City Manager Approval: Approval Date: 9-9-2025

RESOLUTION NO. ####-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING TASK ORDER 2 WITH WOOD RODGERS INC. FOR THE PREPARATION OF THE FLOOD RESILIENCY MASTER PLAN

WHEREAS, the City Council approved the Capital Improvement Project for the preparation of the Flood Resiliency Master Plan (Project) in the adopted Fiscal Year 2024-25 Capital Improvement Plan and carried over the Project in the adopted Fiscal Year 2025-26 Capital Improvement Plan; and

WHEREAS, the City released a Request for Qualifications to their Prequalified List of Consultants on May 27, 2025; and

WHEREAS, the City received two Statements of Qualifications and Wood Rodgers Inc. was ranked as the most qualified firm and invited to submit a Proposal for the Project; and

WHEREAS, the Proposal from Wood Rodgers, dated August 19, 2025 was reviewed by City staff and determined to be responsive, fair and reasonable; and

WHEREAS, Wood Rodgers Inc. has a Master Services Agreement with the City for on-call engineering services dated July 16, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby approve Task Order 2 to the Master Services Agreement dated July 16, 2025 with Wood Rodgers Inc. for the preparation of the Flood Resiliency Master Plan CIP#0711-23.05 for amount not to exceed \$152,130.00 and authorizes the Interim City Manager to sign the Task Order.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 16th day of September 2025.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:			
Ayes:			
Noes:			
Abstain:			
Absent:			
	APPROVED:		
		Mayor Stephen Zollman	
ATTEST:			_
Mary Gour	ley, Interim City M	anager/City Clerk, MMC	
APPROVED AS TO FORM:			
	Alex Mog, Cit	ty Attorney	

TASK ORDER 2 BETWEEN THE

PROFESSIONAL SERVICES for FLOOD RESILIENCY MASTER PLAN

This Task Order is entered into under the terms and provisions of the On-Call Professional Services Agreement ("Master Agreement") dated July 16, 2025, between the City of Sebastopol and Wood Rodgers Inc. ("Consultant"). The Scope, Fee Estimate and Schedule are summarized below and detailed on the Proposal dated August 19, 2025, and attached as Exhibit A.

SCOPE

A detailed scope of work is included in Exhibit A. The scope is generally described as:

Tasks	Fee (\$)
Task 1-Project Management	12,740.
Task 2-GIS Asset Management	17,960.
Task 3-City wide Hot Spot Flooding Analysis	40,630.
Task 4- Calder Creek Area Flooding Analysis	23,650.
Task 5-Prepare Flood Resiliency Master Plan	43,970.
Task 6-Council Meetings/Stakeholder Engagement	8,930.
Contingency	4,250.
Total (not to exceed)	\$152,130.

FEE ESTIMATE

Amount of this Task Order is not to exceed \$152,130.00. A detailed Fee Estimate is in Exhibit A.

SCHEDULE

This Task Order assignment is for services through December 2026, or as may be extended by mutual agreement. A schedule of work is included in Exhibit A.

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 in accordance with the Master Agreement.

All other terms and conditions of the Master Agreement are hereby incorporated by reference and made a part of this Contract.

APPROVED: CITY OF SEBASTOPOL	WOOD RODGERS INC
Mary Gourley Interim City Manager	Dan Matthies Vice President
Date:	_ Date:



August 19, 2025

Toni Bertolero
City of Sebastopol Engineering Department
714 Johnson Street
Sebastopol, CA 95472
707-823-5331

Subject: Proposal for City of Sebastopol Flood Resiliency Master Plan

Dear Ms. Bertolero,

Wood Rodgers, Inc. (Wood Rodgers) is pleased to submit our proposal and cost estimate for the City of Sebastopol's (City) Flood Resiliency Master Plan. Wood Rodgers has developed the following scope of work to convert the City's storm drain CAD drawing to GIS format and refine data in 8 targeted locations (3 outfalls, 5 hot spots). Wood Rodgers will perform interviews to confirm flooding hot spots and perform condition assessments for 20 structures around hot spots to develop recommendations as well as typical recommendations City wide. Wood Rodgers will review previous recommendations for Zimpher and Morris outfalls and perform simplistic modeling to evaluate 2 alternative projects to mitigate backwater flooding. Wood Rodgers will perform detailed modeling for Calder Creek at Ives Park to evaluate 3 alternative projects. Wood Rodgers will develop a Flood Resiliency Master Plan Report with prioritized projects, costs, environmental considerations, funding options, and provide council meeting and stake holder engagement support.

Each task, as outlined, will be performed on a Time & Materials (T&M) basis. The proposed scope of work and estimated fees will be invoiced as follows, and is fully detailed in the attached Cost Estimate:

TASK	ESTIMATED FEE
TASK 1 – Project Management	\$ 12,740 T&M
TASK 2 – GIS Asset Management	\$ 17,960 T&M
TASK 3 – City Wide Hot Spot Flooding	\$ 40,630 T&M
TASK 4 – Calder Creek Area Flooding	\$ 23,650 T&M
TASK 5 – Flood Resiliency Master Plan	\$ 43,970 T&M
TASK 6 – Council Meetings and Stakeholder Engagement	\$ 8,930 T&M
CONTIGENCY (upon City Approval)	\$4,250 T&M
(OPTIONAL) Task 4.1 (upon City Approval)	\$9,570 T&M
(OPTIONAL) Task 5.5 (upon City Approval)	\$7,520 T&M
TOTAL ESTIMATED FEE	\$169,220 T&M

SCOPE:

TASK 1 - PROJECT MANAGEMENT

Task 1.1 – Management, Meetings and Coordination

Wood Rodgers will provide project management services including meetings and coordination, invoicing, progress reporting, scheduling, and quality assurance/quality checks of deliverables. Wood Rodgers will attend monthly project meetings with City staff providing project status and schedule updates.

DELIVERABLES: MEETING MINUTES, MONTHLY INVOICES, AND PROGRESS REPORTS

City of Sebastopol Flood Resiliency Master Plan August 19, 2025 Page **2** of **9**

TASK 2 - GIS ASSET MANAGEMENT

Task 2.1 - Geodatabase Design and Integration

Wood Rodgers met with the City of Santa Rosa GIS department to understand how support is provided to the City of Sebastopol. From our discussion, we understand that a website was developed to present sewer and water asset data developed by a consultant, which is a snapshot of the delivered data with no on-going management or editing. The City of Santa Rosa manages their own storm drain information using a structured GIS database schema that enables integration with an asset management platform. The City of Santa Rosa will share their storm drain database schema with Wood Rodgers for use on this project.

Wood Rodgers will review the Santa Rosa GIS storm drain database and mimic the storm drain schema used by the City of Santa Rosa for facilities defined for the City of Sebastopol. This will provide flexibility to the City of Sebastopol for future data integration should the data be sent back to the City of Santa Rosa for management.

(OPTIONAL) Wood Rodgers will provide options on how we can manage the City of Sebastopol database using a structure schema through on-going work orders

Task 2.2 - Storm Drain Asset Development

Per discussion with PWD staff it is understood that information presented in City storm drain map is considered substantially complete, providing a comprehensive basemap of storm drain facilities. Wood Rodgers will use the City storm drain facility map CAD file shown in Figure 1 to convert storm drain features to GIS format for the entire City. Wood Rodgers will then refine converted features for eight (8) high priority areas selected by the City. This entails spatially correcting alignments based on review of aerials, google street view, parcels, and topography (DEM) data sources, and populating available attributes of facilities (inverts, diameters, materials, year). Wood Rodgers anticipates prioritizing facilities in the lower Calder Creek, Morris Street and Zimpher systems that are subject to backwater flooding from Laguna de Santa Rosa, and for five (5) areas identified by the City where storm drain facilities are in need of surveys and condition inspections. Additional locations can be digitized based on City priorities and available budget.

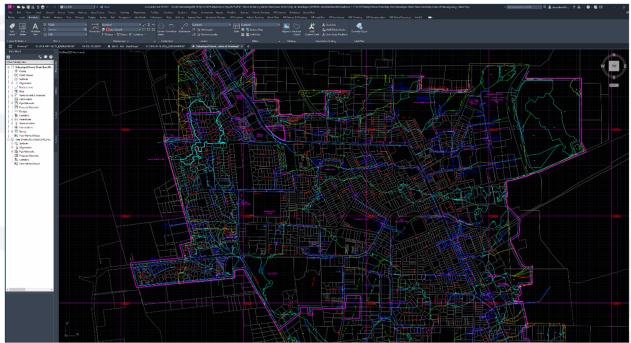


Figure 1: City Storm Drain CAD file

Task 2.3 - Identify Data Gaps in Priority Areas

Wood Rodgers will identify data gaps in priority areas around Calder Creek, Zimpher Creek, Morris Street outfalls, and other hot spot flooding locations discussed with the City. These data gaps will serve as the basis for field investigations and surveys if no reasonable assumptions or determinations can be made. Eight (8) data gap locations will be selected for further investigation.

DELIVERABLES: GIS DATABASE FOR STORM DRAIN ASSETS, REFINEMENT FOR EIGHT (8) PRIORITIZED AREAS, DATA GAPS IN PRIORITY AREAS

TASK 3 – CITY WIDE HOT SPOT FLOODING

Task 3.1 – Identify Hot Spot Flooding Locations

Wood Rodgers will collect, review, and document pertinent information made available by the City regarding the performance of storm drain facilities, flooding issues (hot spots) and facility repairs for up to five (5) locations. This includes information from interviews, previous studies, reports, surveys, work orders, or other sources of drainage information. Note, through discussion with PWD staff after the kickoff meeting, some information was gathered regarding flooding hot spots and condition issues, as shown in Figure 2. In general, these hot spots and issues include:

- Limited downstream channel capacity due to vegetation and sediment causing backwater flooding at system outfalls for Calder Creek, Zimpher Creek & Morris Street.
- Various sinkhole and pipe repairs due joint offset/displacement, invert failure, corrosion, and other structural condition issues.
- Other localized drainage complaints relating to system configuration (or lack thereof).

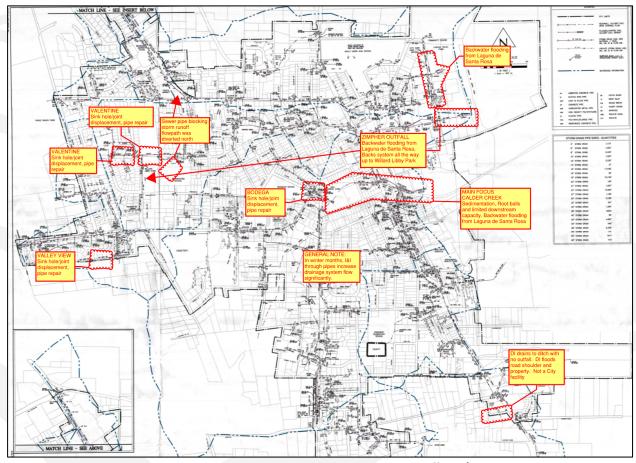


Figure 2 – Drainage Issues per Discussion with PWD Staff on 7/24

Task 3.2 - Storm Drain Assessments

Wood Rodgers will perform surveys and inspections to supplement the data gaps identified in Task 2.3 and inform the hot spot flooding locations identified in Task 3.1. A total of twenty (20) structures will be surveyed and inspected to address the five (5) flooding hot spots. Wood Rodgers crews are fitted with specialty equipment used to measure pipe inverts, diameters, locations; to take high quality photos and do LiDAR scans detailed enough to assess the conditions of facilities. Data and measurements will supplement the geodatabase and assessment findings will be used to prepare recommendations to address City wide hot spot flooding.

Task 3.3 - Zimpher Creek and Morris Street Outfalls

Wood Rodgers will review information from GHD pertaining to projects to mitigate flooding in the low areas near Zimpher Creek and Morris Street outfalls due to capacity reductions from sediment, backwater from Laguna De Santa Rosa, and vegetation obstructions downstream. Simple ICM models will be developed to assess up to two (2) improvement alternatives for each outfall.

Task 3.4 - Recommendations

Using information for the GIS database, City's storm drain system map, and condition assessments, Wood Rodgers will develop conceptual improvements, rehabilitation or replacement recommendations for hot spot drainage systems. General recommendations can also be provided for facilities that are

City of Sebastopol Flood Resiliency Master Plan August 19, 2025 Page **5** of **9**

likely vulnerable to similar failures shown in Figure 2. This can be done using a predictive method to relate the condition of inspected facilities of a certain type with other facilities of similar material or construction type. For example an inspected CMP pipe constructed in 1988 experiencing invert failure due to corrosion might also occur at other uninspected locations with similar pipe type and setting. Rehabilitation options with be explored for mildly damaged facilities with sufficient remaining useful life, while older or more damage facilities may require a full replacement. Recommendations will be made to rehab or replace facilities and how to manage or prevent the buildup of sediment to mitigate the degradation of system capacity.

DELIVERABLES: REHAB/REPLACEMENT/O&M RECOMMENDATIONS FOR FIVE (5) LOCATIONS, GENERAL RECOMMENDATIONS CITY-WIDE. TWO (2) SIMPLE ICM MODEL ALTERNATIVES FOR ZIMPHER CREEK AND MORRIS **STREET OUTFALLS**

TASK 4 – CALDER CREEK AREA FLOODING

Wood Rodgers will collect and review the most recent H&H models developed by GHD for the Calder Creek area, perform field investigations to determine the feasibility of improvements, and identify permitting requirements or considerations. Wood Rodgers proposes using Autodesk InfoWorks ICM software (v2026) for 1D/2D modeling moving forward. ICM model network data and results can be accessed by the City by downloading free software from Autodesk (link below) or converted to SWMM format for use with other open-source platforms. (https://www.autodesk.com/products/infoworksicm/viewer),

Task 4.1 – (OPTIONAL) Review Hydrology and Assess Climate Change

Wood Rodgers will perform a due diligence review of the previous 2005 DMP hydrology used for modeling of Calder Creek by GHD in 2022. The review will reference 2020 Sonoma County Flodd Management Design Manual (2020 Manual) criteria and methodologies. If hydrologic parameters warrant adjustments, or if additional runoff hydrographs for other frequency storm events need to be developed, Wood Rodgers will follow 2020 Manual guidance to develop updated runoff hydrographs for the 10-year, 25-year, 50year, and 100-year 24hr design storm events.

Wood Rodgers will consider future rainfall conditions and quantify impacts to runoff peaks and volumes due to climate change using information and projections from Cal-Adapt webtools. This entails determining appropriate changes to rainfall intensities in approximately 50 years from now (year 2075); using the RCP 8.5 emission scenario, CanESM2 climate model, and 95th percentile threshold. The year 2075 is recommended as it coincides with the service life (50 years) of most concrete facilities constructed in 2025. The Cal-Adapt rainfall intensities for Sebastopol around the year 2075, which will be used for analysis, show increases to the 10yr, 50yr, and 100yr by 24%, 16% and 13% respectively.

Task 4.2 - Modeling for Calder Creek near Ives Park

Wood Rodgers will utilize information for the previous GHD study and develop a truncated ICM model of the existing Calder Creek system, focusing on the lower portion in the Ives Park area from Jewell Avenue to the Calder Creek outfall. The ICM model will include 1D model features for the channel and storm drain system including local pipes, and 2D model features for Ives Park and the overland floodplain.

City of Sebastopol Flood Resiliency Master Plan August 19, 2025 Page **6** of **9**

Wood Rodgers will assess additional alternatives to mitigate flooding due to capacity reductions from sediment, backwater from Laguna De Santa Rosa, and vegetation obstructions downstream towards the Calder Creek outfall. The alternatives modeling evaluation will include up to three (3) alternatives approved by the City, building upon the recommendations provided by GHD with variations approved by the City for Reach 2, 3, and 4 of Ives Park Vision Plan. The models with be run for the 10yr-year, 25-year, 50-year, and 100-year 24hr design storm events using tailwater conditions consistent with the FEMA FIS for Laguna de Santa Rosa. These models will be used to select a preferred alternative for the master plan.

DELIVERABLES: THREE (3) DETAILED ICM MODEL ALTERNATIVES FOR CALDER CREEK AREA

TASK 5 – FLOOD RESILIENCY MASTER PLAN

Task 5.1 - Updated Cost Estimates

Wood Rodgers will update the eight (8) 2005 DMP improvement costs to account for inflation using an ENR CCCI value of 7415 as the basis for 2005 costs. Costs estimates for the eight (8) new projects will be developed using unit cost based on recent construction in the Bay Area and information from eBidBoards.

Task 5.2 – Environmental Feasibility

A desktop review of environmental constraints and existing conditions will be conducted by Wood Rodgers' environmental team. This review will focus on the proposed improvements outlined in the Draft Flood Resiliency Master Plan. Environmental constraints and the potential for impacts to those resources will be highlighted for each proposed improvement project, and recommendations for the level of environmental documentation and permitting requirements will also be provided. A special focus will be made for improvements proposed along Caldor Creek where there are opportunities for creek restoration in combination with improving hydraulic capacity and flood protection. Permitting requirements related to system improvements or other mitigation activities will be identified for consideration as to how they may impact the cost and schedule of construction.

Task 5.3 - Prioritization of Projects

Wood Rodgers will prioritize previous and new projects (16 total) considering flood risk reduction, cost, feasibility, and feedback from the City. Wood Rodgers will develop a ranked summary list providing project descriptions, cost, and potential environmental considerations.

Task 5.4 - Schedule for Phased CIP Implementation

Wood Rodgers will provide a schedule for phased Capital Improvement Project implementation for priority projects. This roadmap will outline near-term, mid-term, and long-term projects construction targets, the environmental considerations for each project, and provide recommendations for on-going monitoring and evaluations until projects are completed.

Task 5.5 – (OPTIONAL) Funding Mechanisms

Wood Rodgers will identify potential funding mechanisms for improvement projects including the use of Assessment Districts (1913/15 Act), Special Tax Districts (Mello-Roos Community Facilities District Act of 1982), Storm Drain Utility Fees (subject to Proposition 218), or State and Federal Grant opportunities.

For the Calder Creek preferred alternative, a Benefit-Cost Analysis will be performed using FEMA Hazus MH software to estimate flood damage from the pre vs post project conditions for the design storms

City of Sebastopol Flood Resiliency Master Plan August 19, 2025 Page **7** of **9**

analyzed. The FEMA BCA Toolkit v6.0 will be used to estimate damage mitigation benefits to support grant funding opportunities.

Task 5.6 - Draft and Final Report

Wood Rodges will develop an Administrative Draft FRMP Report for review and commenting by the City and City Council. Wood Rodgers anticipates up to 3 review cycles to reasonably address comments. A Final Draft FRMP Report will be compiled and delivered to the City as a hard and digital copy.

DELIVERABLES: COST ESTIMATES, ENVIRONMENTAL CONSIDERATIONS, PRIORITIZED PROJECT LIST, PHASED CIP SCHEDULE, FINAL FRMP REPORT

TASK 6 - COUNCIL MEETINGS AND STAKEHOLDER ENGAGEMENT

Task 6.1 - City County Meetings

Wood Rodgers will attend two (2) public meetings addressing City Council and assist with the preparation of meeting materials. Wood Rodgers will provide technical information, conceptual drawings and exhibits to easily convey information during meetings. Wood Rodgers will document feedback provided in meetings and incorporate feedback to the project approach where feasible.

Task 6.2 - Stakeholder Engagement

Wood Rodgers will also participate in stakeholder engagement via Zoom or Teams meetings with Caltrans, Public Works, Sonoma County, and the Non-profit working on Ives Park Vision Plan as needed to solicit feedback and provide project updates.

DELIVERABLES: TECHNICAL INFORMATION AND EXHIBITS TO SUPPORT PUBLIC MEETINGS, STAKEHOLDER ENGAGEMENT MEETINGS.

SCHEDULE AND MILESTONES:

	2	025					2026		
September	October	November	December	January	February	March	April	May	June
NTP - 9/16									
Task 1									
Task 2									
		Task 3							
				Task 4					
							Task 5		
		Task 6							
Kick off meeting	Identify 8 priority areas for GIS refinement	Complete GIS database development	City council meeting	Begin modeling for Calder Creek	Complete City wide hot spot flooding recommendations		Begin FRMP report	Complete stak eholder engagement	Complete FRMP report
		Identify 5 hot spot flooding areas for inspection					Complete modeling for Calder Creek		City council meeting
		Begin City wide hot spot flooding assessment							
		Begin stakeholder engagement							

PAYMENT:

The estimated fees are based on negotiated rates to be utilized for the scope of work and budgets identified above. The estimate fees and rates are confidential and client will not disclose. Wood Rodgers proposes to perform the above-identified scope of work on a T&M basis for a total estimated fee of \$152,130 T&M w/o Optional Task 4.1 and 5.5, and \$169,220 T&M w/ Optional Task 4.1 and 5.5. Optional Tasks will be funded upon approval by the City.

Compensation and Method of Payment will follow Section 4 of the Master Service Agreement between the City and Wood Rodgers dated July 16. 2025. Attached are **Exhibit B**, the Wood Rodgers standard hourly rate schedule for time and material work, **Exhibit C**, the Cost Estimate for the Flood Resiliency Master Plan. To authorize this work, please attach this proposal to a signed Task Order.

Sincerely,

Dan Matthies, PE, CFM

Vice President, Wood Rodgers, Inc.

CC:

Satish Kumar, PE, CFM

Project Manager, Wood Rodgers, Inc.

EXHIBIT B



OAKLAND FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$360
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$315
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$295
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$285
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$265
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$250
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$240
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$230
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$200
Designer	\$105
Senior CAD Technician/Graphics Designer II	\$220
Senior CAD Technician/Graphics Designer I	\$205
CAD Technician/Graphics Designer	\$180
Project Coordinator	\$190
Administrative Assistant	\$170
Construction Manager	\$360
1 Person Survey Crew	\$260
2 Person Survey Crew	\$370
3 Person Survey Crew	\$470
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%

^{*}LA = Landscape Architect

BIT # C															8	/19/202
NT: City of Sebastopol																
JECT: Flood Resiliency Master Plan																
							Wood	Rodgers	, Inc.							
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			rincipal Eng II	rincipal Eng I	enior Engineer	Engine	GISI	oject Engineer	= =	er I	nator		<u></u>	ursab		tals
			rincip	rincip	enior	senior Engineer	senior GIS	roject	Engineer II	Engineer I	Project Coordinato		Subtotal	Reimbursables		Subtotals
		No.	\$ 360	\$ 315	\$ 295	\$ 285	\$ 285	\$ 250		\$ 230	\$ 190					
Task 1 Project Management																
1.1 Management, Meetings and Coordination			6		32						6	\$	12,740		\$	12,740
					l											-
T 1 2 C/C 1 1 1 1	Subtotal:		6	-	32	-	-	-	-	•	6	\$	12,740	-	Ş	12,740
Task 2 GIS Asset Management		en ver			_	l	_								•	2.07
2.1 Geodatabase Design and Integration 2.2 Storm Drain Asset Development		City Wide 8 locations			2		8		40			\$	2,870 13,060		\$ ¢	2,870 13,060
2.3 Identify Data Gaps in Priority Areas		8 locations			2		٥		6			¢	2,030		¢	2,030
2.3 Identity Data Gaps III Friority Areas		8 locations			2				0			۶	-		ې	- 2,030
	Subtotal:	ļ		_	8	_	16	_	46	_			17,960		¢	17,960
Task 3 City Wide Hot Spot Flooding	Subtotuii						10		40				17,500		7	17,500
3.1 Identify Hot Spot Flooding Locations		5 locations			2			4				ċ	1,590		Ċ	1,590
3.2 Storm Drain Assessment		20 structures			4	15	4	25				۶ د	1,390	\$ 750	ς .	13,595
3.2 Zimpher Creek and Morris Street Outfalls		2 alternatives			8	8	•	16	24			Ś	14,400	, , , ,	\$	14,400
3.3 Recommendations		7 projects			6	15		20				\$	11,045		\$	11,045
													-			-
	Subtotal:		-	-	20	38	4	65	24	-	-		39,880	\$ 750	\$	40,630
Task 4 Calder Creek Area Flooding																
4.2 Modeling for Calder Creek near Ives Park		3 alternatives			6	8		40	40			\$	23,650		\$	23,650
													-			-
	Subtotal:		-	-	6	8	-	40	40	-	-		23,650	-	\$	23,650
Task 5 Flood Resiliency Master Plan																
5.1 Updated Cost Estimates		16 projects			4				24			\$	6,940		\$	6,940
5.2 Environmentally Feasibility		8 projects		4				12		20		\$	8,860		\$	8,860
5.3 Prioritization of Projects		16 projects			4	8		16				\$	7,460		\$	7,460
5.4 Schedule for Phased CIP Implementation		16 projects			4	6		16				\$	6,890		\$	6,890
5.6 Draft and Final Report			2		12	16		20				\$	13,820		\$	13,820
													-			-
	Subtotal:		2	4	24	30	-	64	24	20	-		43,970	-	\$	43,970
Task 6 Council Meetings and Stakeholder Engage	ement															
6.1 City County Meetings		2 meetings			8				12			\$	5,240		\$	5,240
6.2 Stakeholder Engagement		2 meetings			6				8			\$	3,690		\$	3,690
					I.			l l					-			-
	Subtotal:		-	-	14	-	-	-	20	-	-	\$	8,930	-	\$	8,930
Contingency & Optional Tasks (Upon Approval b	oy City)	 														
90.02 Contingency					-							\$	4,250		\$	4,250
4.1 Review Hydrology and Assess Climate Change					6			12	20			\$	9,570		\$	9,570
5.5 Funding Mechanisms	Cuchtatal			2	4	6	_	16	20			\$	7,520		\$ •	7,520
	Subtotal:			2	10	6		28	20	-	-	\$	21,340	A	۶ خ	21,340
	Total		8	6	114	82	20	197	174	20	6	\$ 1	68,470	\$ 750	\$	169,220

City of Sebastopol

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

PROFESSIONAL ENGINEERING SERVICES FOR SEBASTOPOL FLOOD RESILIENCY MASTER PLAN

Due Date: June 10, 2025, 5:00 P.M.



PUBLIC WORKS DEPARTMENT 714 JOHNSON STREET SEBASTOPOL, CA 95472

Phone: 707-823-5331 Fax: 707-823-4721

Approved for Release:

Mark Rincon, P.E.

Public Works Director, City Engineer

City of Sebastopol Date: May 27, 2025

TABLE OF CONTENTS

INTRODUCTION	. 1
EXPECTED SCOPE OF SERVICES	1
STATEMENT OF QUALIFICATIONS	1
EVALUATION CRITERIA	3
SOQ SUBMITTAL INFORMATION	3
PRELIMINARY SCHEDULE	

ATTACHMENTS

- A. DRAFT AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT
- **B. PROJECT REFERENCES**

See <u>City website</u> at https://www.cityofsebastopol.gov/

- 1. 2005 Storm Drain Master Plan
- 2. City of Sebastopol Storm Drain System Map, 2005
- 3. Calder Creek Modifications at Ives Park H&H Modeling Assessment
- 4. Calder Creek Restoration and Vision Summary

INTRODUCTION

The City of Sebastopol has a long history of persistent flooding, with numerous flood disaster declarations associated with flood damage along the Laguna de Santa Rosa. A Storm Drainage Master Plan was prepared for the City in 2005 with a list of storm drain improvements. Some of the improvements were completed, but most were not due to funding constraints. In addition, a Technical Memorandum for the hydrologic and hydraulic modeling assessment for Calder Creek was completed in 2022 that identifies flood reduction alternatives and improvements for the creek. The City is also working with a non-profit group for a grant for the naturalization of Calder Creek. Links to the most pertinent documents will be provided.

The City is embarking on this two-step RFQ process to select a consultant to prepare a Flood Resiliency Master Plan that will prioritize a list of storm drain improvements developed from the master planning effort with special attention to Calder Creek in the Ives Park area that causes significant flooding along Highway 116 and the surrounding area near the Sebastopol Post Office Annex. The project will also include some level of GIS mapping, depending on budget, of the City's storm drain system.

This RFQ is the first step and will determine the most qualified consultants for preparing the Sebastopol Flood Resiliency Master Plan (Plan). Evaluation criteria are listed in Section 5.

Once the most qualified and experienced consultants have been determined through this RFQ process, the City will prepare a Request for Proposals (RFP) and the top three consultants will be invited to submit a Proposal. The City reserves the right to select less than three consultants, depending on the quality of the Statement of Qualifications (SOQ) received.

A copy of this RFQ including all attachments noted in the Table of Contents can be found on the City website www.cityofsebastopol.gov under the Public Works Department Engineering tab.

A single contract will be awarded as a result of this two-step solicitation.

EXPECTED SCOPE OF SERVICES

The City of Sebastopol is seeking to contract with a qualified and experienced engineering firm (Consultant) which is registered to practice in the State of California and has a demonstrated history of experience and excellence in the following areas:

- Hydrologic & Hydraulic (H&H) Analysis and Design
- Geographic Information System Mapping
- Drainage System Master Planning
- Environmental Investigations
- Cost estimating for infrastructure projects
- Engaging the public for input, ideas, and information / community outreach
- Engineering services for future awarded grant applications that are a part of this effort
- Recommendations for grant and financing opportunities

STATEMENT OF QUALIFICATIONS

Teams responding to this RFQ shall provide the following information:

- 1. <u>Cover Letter</u>: Provide a cover letter, including a commitment to this project and certification of accuracy of information submitted. The letter should be signed by a representative of the firm authorized to enter into consultant services agreements. (*1 page maximum*)
 - a. If the firm has a valid Master Agreement for Consulting Services (MSA) with the City, state so in the Cover Letter, and state that you will provide a copy of a current insurance certificate if selected.
 - b. If the firm has an expired MSA with the City, please state so in the Cover Letter and the City will review your previous SOQ and determine if it is still acceptable and will notify you of next steps with respect to the MSA.
 - c. If the firm does not have an MSA with the City, please state so in the Cover Letter. A copy of the City's Professional Services Agreement for Consulting Services (PSA) will be provided to you. In your Cover Letter please state that you are prepared to sign the PSA with no changes to the provisions and that you are prepared to provide the requisite insurance documents if selected.
- 2. <u>Organizational Chart</u>: Provide an organizational chart that shows the team composition, key staff, and all subconsultants. *(1 page maximum)*
 - a. Short resumes or "bios" (maximum one page per key team member) are allowed and may be included in your SOQ Appendix. These resumes will not be counted towards the maximum page count.
- 3. <u>Work History</u>: Provide at least three projects with a similar scope of work that were completed in the last five years. Include the project name, description, location, client, and a contact person to verify the information provided. (2 page maximum)
- 4. <u>Understanding and Experience</u>: Describe your firm's understanding and experience with working on flood mitigation, flood resiliency, and drainage system master planning studies. Include subconsultant experience in this section. (2 page maximum)
- 5. Approach: Prepare a description of your proposed general approach to meeting the City's goal of preparing a Plan including prioritization of projects given the City's funding constraints for implementing capital projects. The Plan should specifically address the persistent flooding in the Calder Creek area and take into consideration the City's desire to naturalize the creek. The City's storm drain system map is not a GIS-system map and was last updated in 2005. Ideally the City would like to have their system map on a GIS system but it funding for this project may not allow this to occur. Your approach should provide suggestions as to how the City could update its system maps, given the City's budget constraints. Your approach should also consider environmental permitting challenges with implementing capital projects. In developing your Approach to the various categories, note that the City's budget for this study is \$150,000. (3 page maximum)
- 6. Outreach: Describe how you would publish the master plan for review by the public or City Council. Provide detail on your team's experience communicating technical deliverables to a non-technical audience and document your team's lessons learned. (1 page maximum)

EVALUATION CRITERIA

The selection of (up to) top three firms who will be invited to submit a Proposal will be based on the following evaluation criteria:

CRITERIA	MAX POINTS	POINTS AWARDED									
Experience and Qualifications (40 max)											
Previous relevant plans/studies	10										
Key Team members	10										
GIS mapping	10										
Environmental assessments	5										
Project cost estimating	5										
Project Approach (60 max)											
Clarity of Overall and Approach	15										
Citywide flood resiliency approach	10										
Calder Creek naturalization approach	10										
Master drainage planning approach	15										
GIS mapping approach	10										
Total Score (100 max)	100										

The selection team for this RFQ will generally consist of the Public Works Director/City Engineer and other City staff, and possibly one Engineer from a neighboring public agency.

SOQ SUBMITTAL INFORMATION

SOQs must take the form of a bound 8- ½ inch by 11-inch report with all pages numbered in sequence. Page limits for each section are provided in the prior sections. Page 1 is the signed cover letter. Cover sheet, dividers and Attachment do not count towards the maximum page count of 10. Usage of maximum number of pages allowed is less valued than clarity when the City reviews and ranks your SOQ. Please use Arial 10 font with half-inch page margins. Binding must allow reports to lay flat when open. Format of the report shall have portrait format with binding on the left side. Contents must be submitted in the order listed in Section 3.

Two (2) original paper copies and one PDF copy emailed to <u>citypw@cityofsebastopol.gov</u> and copy to <u>eoverton@cityofsebastopol.gov</u> by the Due Date stated in Section 6. The paper copies must be received no later than the Due Date and Time stated in Section 6 and delivered to:

Director of Public Works/City Engineer City of Sebastopol 714 Johnson Street Sebastopol, CA 95472

The envelope with the two copies of the SOQ should include a Letter of Transmittal. The Letter of Transmittal is not included in the maximum page count.

City offices are open Mondays-Thursdays 7am – 5:30pm, excluding holidays.

For any questions regarding this RFQ, please email <u>eoverton@cityofsebastopol.gov</u> and copy to <u>tbertolero@cityofsebastopol.gov</u> and <u>citypw@cityofsebastopol.gov</u>. Questions via phone calls will not be accepted.

PRELIMINARY SCHEDULE

Release of RFQ May 28, 2025 Deadline for Emailed Questions: June 6, 2025

SOQ Due Date: June 10, 2025, 5:00 p.m.

SOQ Evaluation Completed June 12, 2025 Short Listed Consultants notified: June 16, 2025

ATTACHMENT A

DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

	THIS AGREEMENT, made and entered into on											betweer	1 the
City	of	Sebastopol,	located	in	the	County	of	Sonoma,	State	of	California	(City),	and
(Consultant).													
D.D.CVIII. V. G													

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Audit 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 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 A, "Proposed Pricing", attached hereto and made a part hereof. Total compensation shall not exceed a total of \$\\$\$, 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. 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 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 contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 - INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification that it has no employees)
- 4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

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.

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

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.

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 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 attorney's 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. <u>Equal Employment Opportunity</u>. 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. <u>Nondiscrimination Civil Rights Act of 1964</u>. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.
- C. <u>Solicitations for Subcontractors including Procurement of Materials and Equipment</u>. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

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

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

SECTION 17 - COOPERATION BY CITY

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

SECTION 18 - NOTICES

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

To City: City Manager

7120 Bodega Ave

Sebastopol, California 95472

To Consultant: Consultant Name

Address

City, State, Zip Code

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

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.

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.

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

SECTION 20 – 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.

<u>SECTION 23 – CONTINUITY OF PERSONNEL</u>

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, 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 Sonoma. 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

Title: City Attorney

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:	City:
By:	Ву:
Name:	Name:
Title:	Title: City Manager
Date:	Date:
Approved as to Form:	
and the second	
Name: Alex Mog	

ATTACHMENT B

PROJECT REFERENCES

See City website at https://www.cityofsebastopol.gov/

- 1. 2005 Storm Drain Master Plan
- 2. City of Sebastopol Storm Drain System Map, 2005
- 3. Calder Creek Modifications at Ives Park H&H Modeling Assessment
- 4. Calder Creek Restoration and Vision Summary

City of Sebastopol | Statement of Qualifications for

Professional Engineering Services for Sebastopol Flood Resiliency Master Plan

June 10, 2025



June 10, 2025

City of Sebastopol ATTN: Mark Rincon, P.E. Public Works Director, City Engineer 714 Johnson Street Sebastopol, CA 95472

Subject: Statement of Qualifications for Professional Engineering Services for Sebastopol Flood Resiliency **Master Plan**

Wood Rodgers, Inc (Wood Rodgers) is pleased to submit our Statement of Qualifications (SOQ) in response to the City of Sebastopol's (City) Request for Qualifications for the Flood Resiliency Master Plan. We are enthusiastic about the opportunity to partner with the City to develop a comprehensive and forward-thinking plan that prioritizes improvement projects to address persistent flooding challenges, particularly in the Calder Creek and Ives Park areas. Our Oakland office specializes in developing comprehensive drainage master plans consistent with this project. We have developed robust drainage master plans for numerous agencies like Alameda County, City of San Jose, City of Belmont, City of Oakland, and City of Berkeley, and notably for Marin City which also had a limited planning budget.

Wood Rodgers is an award-winning California registered multi-disciplinary firm with extensive experience in hydrology and hydraulic analysis, drainage master planning, GIS mapping and database management, environmental investigation and permitting, channel naturalization, cost estimating, public outreach and community engagement, and grant application assistance. Wood Rodgers has carefully reviewed the City's request and is confident that our experience and ability to deliver high-quality engineering services will be an asset to the City.

Wood Rodgers understands the City's need to prioritize capital improvement projects (CIPs) and develop a GIS management system for drainage facilities. To achieve the City's objectives, Wood Rodgers structured this approach using a strategic and efficient approach. We propose to use a strategic approach for ranking and prioritizing CIPs considering flood risk reduction, compliance with regulations, environmental benefits, O&M costs, benefit cost analysis for grant funding opportunities, and financing options. We also propose using an efficient method to develop a GIS drainage database and management system utilizing CAD and other data sources to accurately define the system. Our team's extensive experience developing and managing GIS drainage databases and capital improvement programs for numerous Cities and Counties in California can be cost-effectively applied for the City's needs.

Wood Rodgers is exceptionally qualified to perform the requested services, having successfully completed numerous municipal drainage master plans of similar scope and scale over the past two decades using innovative and cost-effective approaches. Notably, within the last five years, we have executed at least five drainage master plan contracts in the Bay Area alone, each involving over 100 miles of pipes, comprehensive condition and capacity assessments, operations and maintenance programs, channel naturalization, integration of green infrastructure, climate change modeling, and successful grant applications. Our team offers the best value by understanding how to balance functionality, performance, utility and cost. This allows us to optimize conservative capital projects to reduce costs for our clients, lay the foundation for competitive grant applications, and implement programs for storm water fee approval.

We certify that all information provided in our SOQ is accurate and complete. Wood Rodgers does not have an MSA with the City. We are prepared to sign the PSA with no changes to the provisions and are prepared to provide the requisite insurance documents if selected.

Dan Matthies, PE, CFM, will serve as the Principal-in-Charge. As a Vice President with Wood Rodgers, he has the authority to contractually bind the firm, as well as allocate and commit staff resources to meet the requirements of the project. I, Satish Kumar, PE, CFM, will serve as the Project Manager and Primary Point-of-Contact for this contract.

We appreciate your consideration and look forward to the opportunity to contribute to this important initiative. Should you have any questions or require additional information, please contact Satish Kumar at his direct line at (510) 208-2407 or by email at skumar@woodrodgers.com

Sincerely.

FM Con Mother Dan Matthies, PE, CFM

Principal-in-Charge

Satish Kumar, PE, CFM

Project Manager

Adot diever

SECTION 2: ORGANIZATION CHART

Wood Rodgers has a well-established track record in our management and technical skills, enabling us to consistently deliver high-quality products on time and within budget. Our proposed team, as depicted in the organizational chart below, has a long history of working together, and specializes in developing drainage master plans. Full resumes of our key staff are included in the Appendix of this proposal.



Key team members are indicated in **bold** font

All team members listed on the organizational chart will be available through completion of the project. There will be no substitutions of any team member without receiving approval in writing from the City.

SECTION 3: WORK HISTORY

1

Alameda County Flood Control & Water Conservation District Zone 12 Drainage Master Plan | Alameda County, CA

Contracting Agency Project Manager & Reference: Moses Tsang, Alameda County Flood Control & Water Conservation District | 399 Elmhurst Street, Hayward, CA 94544 | (510) 670-6549 | moses@acpwa.org

 Contract Amount | Ph I: \$2.5M;
 Contract Start: Ph I: 2013 | Completion Date: Ph I: 2018

 Ph II: \$1.9 M
 Ph II: 2018
 Ph II: 2022

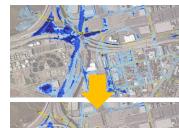
Project Staff | Dan Matthies - Principal In Charge; Satish Kumar; Emily Straley, Project Engineer; Andrew

Augustine, Project Engineer; Sheng Tan, GIS **Project Highlights |** Comprehensive Drainage Master Plan, facilities inspection (including CCTV); GIS database;

Project Highlights | Comprehensive Drainage Master Plan, facilities inspection (including CCTV); GIS database; hydraulic/hydrologic analysis; sea level rise consideration; capital improvement program

Wood Rodgers was awarded as the prime consultant for this project that required the development of a Drainage Master Plan including detailed analyses using InfoWorks ICM hydrologic and hydraulic models of the over 60 square miles of watershed, 1D hydraulic models of over 90 miles of the closed conduit systems, 1D hydraulic models of the over 20 miles of open channel system, and 2D floodplain hydraulic models of urban and tidal areas.

The project entailed developing a sophisticated GIS geodatabase of the District's infrastructure (including open channels, storm drainage trunks, crossings, gates, etc.,) and the District's watershed data (including LIDAR, surveys, soils maps and borings, land use data, parcels, community boundaries, APN information, vegetation, aerials, CCTV data, etc. This geodatabase was designed to provide for a very detailed and structured method of QA/QC, and for direct input into the hydrologic and hydraulic models. The hydrologic and hydraulic models were calibrated





and validated using recent recorded events, and then used to assess various design storm frequencies to identify capacity deficiencies. Improvement projects were developed balancing performance and cost, and prioritized into a phase capital improvement program.

2

San Jose Storm Sewer Master Plan | San Jose, CA

Contracting Agency Project Manager & Reference: Casey Hirasaki | City of San Jose | 200 East Santa Clara Street, 5th Tower, San Jose, CA 95113 | (408) 535-6834 | Casey.Hirasaki@sanjoseca.gov

Contract Amount | \$2.2 million

Contract Start: May 2018 | Completion Date: 2023

Project Staff | Dan Matthies – Principal In Charge; Emily Straley, Project Engineer; Andrew Augustine, Project Engineer; Sheng Tan, GIS

Project Objectives | Inventory drainage facilities; assess capacity deficiencies; develop drainage standards; develop capital improvement plan

Wood Rodgers was awarded this \$1.7M contract by the City of San Jose to refine and further develop the Citywide Storm Sewer Master Plan. The City had already partially developed an InfoWorks ICM model of the city storm drainage system and the Santa Clara Valley Water District (SCVWD) open channel system. Wood Rodgers has successfully refined and calibrated fully integrated storm sewer, reservoir, and open channel systems in the ICM models. The models were subsequently used to develop defensible capital improvement projects.

The project included developing a comprehensive asset-based hydrologic and hydraulic GIS geodatabase, developing GIS tools, performing facility inspections, taking inventory of stormwater and green infrastructure facilities, and developing detailed hydrologic and hydraulic models for 400 miles of storm drains, 82 miles of open channels of the SCVWD facilities, 30 pump stations, and 6 reservoirs. The project also included the following: refining a design storm based on historical gage data; surface and groundwater calibration based on 70 storm drain and stream gages; alternative improvement analysis; and a capital improvement plan.

The detailed and calibrated models have been used to support emergency action plan development, develop pump station operation manuals, and analyze the hydraulic impacts of large trash capture devices and other green infrastructure. Wood Rodgers modeled and analyzed 30 large trash capture devices, 200 low impact development facilities, 10 hydromodification facilities, and large regional stormwater capture facilities to assess the hydraulic impacts for further improvement refinement. Capacity deficiencies were defined based on flood risks, and the improvements were prioritized based on cost effectiveness, permitting requirements, and multi-benefit objectives. Wood Rodgers has saved the City more than \$20M by optimizing one of the improvements recommended in the previous drainage master plan developed by another firm.

See table som seedon to improvement rojest nonacator								
Deficient Sub Drainage Area	Annualized Flood Risk (Ac)	Annualized Life Cycle Cost (SM)	Risk / Cost	Risk / Cost Rank		ADT Rank	Avg Rank	Final Rank
Charcot Alt 1	3.1	\$2.8	1.14	3	31,226	2	2.7	1
Blossom Hill Alt 1	2.5	\$2.8	0.87	7	27,974	4	5.9	3
Little Branham Alt 1	0.3	\$1.5	0.20	17	7,360	15	16.9	17
Upper Koch Alt 1	6.6	\$7.0	0.94	6	10,934	13	9.8	10
Lower Koch Alt 1	2.3	\$7.1	0.32	14	15,053	10	12.7	15
Curtner Alt 1	1.2	\$2.0	0.61	10	17,450	9	10.0	11
Malone Alt 1	0.6	\$2.4	0.25	15	5,068	17	16.8	16
Pine Alt 1	1.5	\$1.4	1.09	4	9,740	14	9.2	9
Canoas Garden Alt 1	1.5	\$0.9	1.62	1	7,086	16	8.6	8
Edwards & Almaden Alt 1	2.4	\$4.5	0.54	12	32,354	1	7.1	6
DSAP Alt 1	0.9	\$4.1	0.22	16	17,714	7	12.3	13
San Carlos Alt 1	3.0	\$4.0	0.75	8	24,366	5	6.9	4
McKendrie Alt 1	1.6	\$1.2	1.30	2	11,405	12	7.1	5
Newhall Alt 1	0.8	\$0.7	1.08	5	28,960	3	4.3	2
W Taylor Alt 1	1.4	\$2.5	0.56	11	17,631	8	10.1	12
Lewis/Balfour Alt 1	2.3	\$6.9	0.34	13	14,830	11	12.7	14
Union & Camden Alt 1	1.7	\$2.6	0.65	9	19,287	6	8.0	7

Belmont Storm Drainage Master Plan | Belmont, CA

Contracting Agency Project Manager & Reference: Bozhena Palatnik | City of Belmont | 1 Twin Pines Lane, Belmont, CA 94002 | (650) 222-6444 | bpalatnik@belmont.gov

Contract Amount | \$537,025

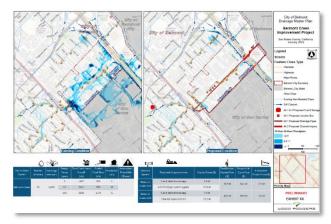
Contract Start: May 2021 | Completion Date: 2024

Project Staff | Satish Kumar, Emily Straley, Project Engineer; Andrew Augustine, Project Engineer; Sheng Tan, GIS **Project Highlights |** Inventory drainage facilities; assess facility conditions; assess capacity deficiencies; develop drainage standards; develop capital improvement plan; provide financing services; provide grant application support

Wood Rodgers is providing professional engineering services to update the City's Storm Drain Master Plan (DMP). The DMP update is a realistic and defensible inventory, condition assessment, and capacity assessment of the stormwater conveyance system throughout the City. This DMP will help the City develop and prioritize multi-year maintenance, rehabilitation, and replacement, as well as a capital plan, for drainage facilities. The DMP is a proactive approach to determine needs, cost, priorities, and implementation schedules associated with storm drain improvements. The DMP will position the City to meet state and local mandates for green infrastructure, as well as find new revenue sources for improving aged and deteriorating infrastructure.



A particular focus of the DMP is on the low-lying and flood-prone Harbor Industrial Area (HIA), at its eastern end. The HIA is planned for annexation from the County and redevelopment over the next decade. Frequent flooding in this neighborhood is associated with overtopping of Lower Belmont Creek, which has both conveyance capacity and sediment deposition issues. Wood Rodgers has identified capital improvements to reduce flood risk through an offline stormwater detention facility, which also functions to capture coarse sediment, and a major storm drain to bypass Lower Belmont Creek at high flow rates. Additional emphasis is on O&M recommendations to address local drainage, erosion, sedimentation, and debris clogging deficiencies associated with steep hillsides, and in-stream culverts.



SECTION 4: UNDERSTANDING AND EXPERIENCE

Wood Rodgers understands the City's need to develop a meaningful Flood Resilience Master Plan to prioritize capital improvement projects (CIPs), and the utility of a GIS management system for drainage facilities. We understand that the Calder Creek area has experienced repetitive and more severe flooding over the years due to reconfiguration of the system and the resultant sediment transport processes and deposition. This area is especially prone to flooding due to its limited channel capacity downstream by the presence of non-native flora causing obstructions, which is only compounded by the creek's vicinity to Laguna de Santa Rosa. The area experiences substantial flooding in 10-year storms, which presents several difficulties, costs, and risks to the City and community.

Our team understands the importance of Calder Creek Vision Plan and improvements to Ives Park and downstream. The Calder Creek Project provides so many benefits to the City and community, and present a substantial opportunity to bolster the well-being and prosperity of the community. Our team can provide the necessary engineering and planning services to study the naturalization of this channel and aid the City with progressing the project to construction.

We can assure you that with clear and consistent communication with the City, Wood Rodgers can proficiently use our effort to address the City's needs considering the project budget. We excel at using innovative technology and workflows to efficiently and accurately assess complex drainage networks, from both a management and performance perspective. We are prepared to utilize our vast knowledge of capital improvement planning and prioritization to develop actionable plans for the City to implement with clarity and confidence. We also understand how difficult it can be for agencies to fund significant capital improvements and are ready to apply our proven approach for developing competitive grant applications, accounting for various benefits to increase benefit cost ratios.

Wood Rodgers, Inc. is a California corporation with a staff of over 360 employees including professionally registered engineers in the fields of water resources, civil, transportation, traffic, structural, mechanical, and geotechnical engineering; geographic information system (GIS) technicians; licensed hydrogeologists; professional land surveyors; and certified floodplain managers.

Wood Rodgers has been especially focused on developing high quality Storm Drainage Master Plans (SDMP) for the past decade. Our SDMP experience includes the development and refinement of storm drain assessment processes for dense urban storm drainage and flood control infrastructure (over 800 square miles of watershed in just the past 10 years) as shown in the figure below. Our team includes members serving this project primarily from our Oakland offices with support from our Roseville and Sacramento offices.



Wood Rodgers California Storm Drain Master Planning Experience

Wood Rodgers embraces detailed hydrologic and hydraulic modeling and leverages our extensive calibration experience to understand the true facility capacity and deficiencies. Wood Rodgers' unique technical approach includes detailed one- and two-dimensional modeling and accurate surface and interflow calibration to identify the actual flood risk and to optimize improvements. This focus on identifying actual flood risk (rather than hypothetical flood risk) saves our clients millions of dollars by reducing necessary capital improvements. This approach has contributed to accurate flooding risk assessment, optimized drainage facility design, and optimized operations.

Wood Rodgers has built numerous geodatabases, collector applications, GIS tools, and Web GIS to support storm drain assessment programs. Our programmers have designed and implemented geodatabases and collector applications to inventory and assess drainage facilities and green infrastructure; GIS tools to automate and facilitate watershed and hydrologic parameters development; and Web GIS interfaces for the ease of access and project coordination.

Wood Rodgers utilizes an asset management approach to inventory drainage facilities and green infrastructure, assess facility conditions, determine remaining useful life, assess life cycle costs, determine risks, and prioritize maintenance activities, rehabilitation, and improvements. This approach has improved regulatory compliance, improved facility reliability, prolonged facility useful life, and increased cost savings.

Wood Rodgers develops risk-based improvement prioritization to develop realistic and defensible drainage improvements. Wood Rodgers uses the FEMA Hazus program to develop potential flood risks based on detailed two-dimensional model results. The flood risks are compared with capital improvement costs to prioritize improvements. Wood Rodgers was recognized by FEMA as an earlier adopter of using the FEMA Hazus program for flood risk assessment and improvement evaluation.

Wood Rodgers also uses the results from the FEMA Hazus program to support grant applications for public agencies. Our team has extensive experience preparing competitive grant applications accounting for multi-benefit improvement projects and understands how to navigate the grant review process efficiently to meet strict timelines. Wood Rodgers has successfully secured more than \$70 million in grants for public agencies.

Wood Rodgers in-house environmental team includes an experienced, multidisciplinary team of botanists, wetland specialists, wildlife biologists, hydrologists, geomorphologists, creek restoration specialists, regulatory experts, and environmental planners. The environmental team understands the dynamics and challenges associated with drainage master planning, from initial scoping of environmental compliance documentation, to grant application assistance, and ultimately environmental construction support activities.

Wood Rodgers' team of expert environmental planners and regulatory specialists understand the complexity of the environmental permitting process. The environmental team has extensive experience coordinating with the regulatory agencies throughout California and has an up-to-date knowledge of the ever-changing regulatory framework. The environmental team strives to conduct early and regular consultations with these regulatory agencies, which allow projects with complex resources and potential impacts to meet their deadlines without delays.

As each project lends itself to specific environmental constraints and scope, the overall approach of the Wood Rodgers environmental team is to develop a clear and understandable environmental process for our clients. Our team can provide environmental construction support for the Ives Park area and provide guidance for other conceptual projects by identifying permitting requirements and by highlighting multi-benefit opportunities to enhance grant application competitiveness.

Overall, Wood Rodgers has the most comprehensive flood control experience ranging from facility inspections, condition assessments, operations and maintenance guidance, GIS database and tool development, one- and two-dimensional modeling, FEMA flood studies, grant application support, environmental planning and construction services, and design for levees, channels, floodwalls, storm drains, green infrastructure, detention basins and pumping stations.

SECTION 5: APPROACH

Wood Rodgers' approach to developing a comprehensive, prioritized Flood Resiliency Master Plan (FRMP) includes:

- Providing a pathway to modernize the storm drain system map using GIS.
- Addressing flooding in the Calder Creek/Ives Park area and naturalization of Calder Creek
- Verifying previously recommended improvement projects.
- Navigating environmental permitting constraints.
- Prioritization and phasing of stormwater infrastructure improvements.
- Staying within the City's planning budget.

Our approach is structured to deliver a technically sound, community-informed, and implementable plan that balances resiliency, ecology, and fiscal responsibility. To begin, we will host a kickoff meeting with the City and necessary stakeholders. In this meeting, we will review the project goals, criteria to meet, workplan, and agree upon project schedule and milestones.

Data Collection, GIS database, and H&H Models

Data Collection and Gap Analysis

Wood Rodgers has reviewed the 2005 Storm Drain Master Plan, 2005 system map, Calder Creek H&H Assessment (2022), and Restoration Vision Summary documents. Our team will collect and review additional studies, reports, models, and datasets pertinent to the FRMP provided by the City.



Field Verification will be performed as needed to collect information about drainage facilities, or to determine if facility conditions have changed since previous inspection efforts. This could pertain to locations with more recent and severe flooding, or locations that were not inspected previously for sediment or structural conditions. We propose to perform targeted field surveys to validate existing infrastructure, or to identify undocumented changes since 2005 improvement projects were developed.

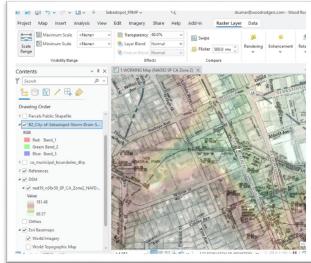
To develop a meaningful FRMP, it is crucial that we address "hot-spot" flooding issues, not just in the Calder Creek/Ives Park area. To do so, we will engage City staff and local stakeholders to identify known flooding

hotspots and infrastructure concerns. This will help us verify if the previous improvement recommendations from 2005 are still adequate to address flooding issues, or if additional considerations should be provided to address the City's current needs.

GIS Mapping Strategy

Given the outdated and non-GIS format of the current storm drain map, we propose a simple yet effective method to develop a drainage system database. We propose collecting and compiling available data sources of the drainage system including CAD files, printed maps, as-built records, and model features. We will use the data sources to then convert features into a GIS database structures with the ESRI Local Government Information Model (LGIM) database schema. This schema provides a structured framework for organizing and managing various types of local government asset data.

The CAD files can be converted to GIS easily with Wood Rodgers customized import/export routines. Printed maps and as-built records can be geographically placed in GIS software using georeferencing tools, which can then be used to digitize features accurately and to populate facility attributes. Models that already have drainage system information as part of the model geometry file can be exported and stored in the GIS database. Field information collected by our inspection team or others can be easily imported to the GIS database to fill in the remaining data gaps.



Sebastopol – Ives Park Area

With a structured ESRI GIS database, we can also access the database information easily using web-based applications. This allows non-GIS users to access and make use of the vast data captured in the database. This also allows our team to develop customized applications for various uses, for example to support an O&M team, or to assist with community engagement and outreach efforts.



Hydrologic & Hydraulic (H&H) Modeling

Wood Rodgers will collect and review the latest drainage models provided by the City. Our team will update or refine the 2022 H&H model for Calder Creek based on collected field data and ensure that hydrologic and hydraulic model parameters are accurate. This includes a review of rainfall data, land use conditions, soil data, rainfall-runoff transformation parameters, Mannings roughness, minor losses, and computational settings and parameters used during simulations. The modeling effort will include



assessment of naturalizing (daylighting) Reach 2 through Reach 4 of the Calder Creek project. The modeling will be performed using Innovyze ICM software to utilize powerful 1D/2D capabilities for channel, pipe, and floodplain assessments.

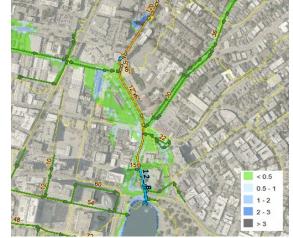
We propose to simulate multiple storm events (e.g. 25-year, 50-year, 100-year) to evaluate system performance from less frequent

extreme storms that may pose additional risks not yet identified. By doing so, we can determine the effectiveness of improvements for a wide range of storms and use this information to coordinate with the non-profit partner pursuing creek restoration grants. This

information can also be used to facilitate community workshops to align flood mitigation with public access and aesthetic improvements.

Our team will also perform a high level evaluation of the upper watershed sediment yield relative to the sediment transport capacity of the design Reach 1 to understand if it will transport more or less sediment downstream to Reaches 2 through Reach 4.

Wood Rodgers also proposes to use the updated and refined GIS database to re-evaluate previously recommended improvements identified in the 2005 DMP for priority areas determined through discussions with the City. This evaluation will verify the effectiveness of those proposed improvements, including capacity improvements via upsized pipes and bypasses.



Prioritization Framework

We will develop a multi-criteria prioritization matrix to rank projects based on the project criteria and regulatory criteria that must be met for the FRMP. This included providing the City with updated CIP cost estimates noting that previous costs were developed prior to recent increases in construction cost. The prioritization matrix will include consideration of:

- Flood risk reduction potential.
- Cost-effectiveness.
- Environmental benefit (e.g., habitat restoration).
- Community impact and equity.
- Permitting feasibility.
- Readiness for grant funding.

Permitting is a known challenge for capital projects in sensitive areas. We propose using our in-house environmental engineers and scientists to perform the required assessments to implement capital projects. This includes identifying likely permit requirement and timelines early on and performing biological assessments to guide development mitigation strategies.

Our approach includes:

- Early Coordination: Engage with regulatory agencies (e.g., RWQCB, CDFW, USACE) early in the planning process.
- Permitting Roadmap: Develop a permitting matrix outlining likely permits, timelines, and mitigation strategies.
- CEQA Strategy: Identify projects that may qualify for CEQA exemptions or streamlined review.

For developing competitive grant applications to fund improvements, we propose using a comprehensive approach. This includes performing a benefit cost analysis (BCA) that clearly defines the flooding issues impacting the community, quantifying flood damage mitigation benefits, and identifying multi-benefit opportunities. The BCA would include expected building damage and business interruptions from extreme storm events and include other benefits such as traffic delay mitigation, social benefits by preventing homes from flooding, as well as riparian and creek restoration benefits. The tools and methods we propose to use, including FEMA Hazus 7 software for damage estimations and FEMA BCA Toolkit v6 for benefit cost ratio determination, are approved by CalOES and FEMA.

Additional considerations to fund improvements can be provided to the City including development impact fees, establishment of assessment districts, special tax districts, or storm drain utility fees.

By considering flood risks we can better understand if flooding in certain areas is more consequential than others. We propose using modeled flooding results and benefit-cost analysis to guide which projects can make the most use of capital funds. We will consider the environmental and habitat benefits provided by improvements, as well as the community impact focusing on equity. The prioritization will account for permit requirements and the feasibility obtaining those permits, and the viability of developing a competitive grant application considering all of the above.

This framework ensures transparency and aligns with the City's budget constraints and long-term resiliency goals.

Deliverables and Budget Management

Wood Rodgers will provide full project management services for the project, including monthly progress reports of work tasks that accompany invoices. We will provide quality assurance and quality control checks for deliverables to ensure they are high quality and meet project goals.

We will deliver:

- A prioritized list of capital projects with cost estimates.
- Updated storm drain system maps in GIS-compatible format.
- A permitting roadmap and grant funding strategy.
- A final FRMP document suitable for public and Council review.

To stay within the \$150,000 budget, we will:

- Leverage existing data and models.
- Focus GIS efforts on high-priority areas.
- Phase deliverables to accommodate funding (if needed).

SECTION 6: OUTREACH

Wood Rodgers' approach to publishing the Flood Resiliency Master Plan prioritizes accessibility, clarity, and engagement. We propose a multi-platform strategy to ensure both the public and City Council can easily access and understand the plan. This includes providing information to support dedicated project websites, interactive digital tools, bilingual printed summaries, and in-person or virtual presentations tailored to a non-technical audience.

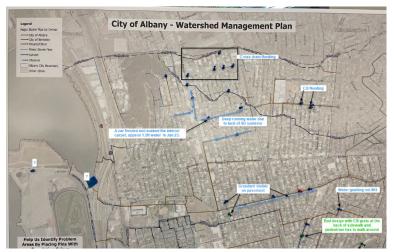


Figure 2 - WR poster board for public workshop, pins placed by participants to capture flooding issues

For City Council review, we will prepare a presentation that highlights key findings, community feedback, and actionable recommendations in a clear, concise manner. Our team is adept at distilling technical data into intuitive graphics, infographics, and summary sheets that support informed decision-making.

Wood Rodgers has extensive experience leading successful public engagement for flood-related and infrastructure planning projects throughout California. We have learned that early, consistent, and creative engagement results in stronger community support and better project outcomes. Our past outreach efforts have demonstrated the value of interactive formats such as mobile outreach booths, games like the "Connect4" funding activity, and our custom survey platform, Woodpolls, which increases



Figure 1 - WR's Public Engagement Workshop

To communicate complex technical information effectively, we rely on visual storytelling and user-friendly formats. Our in-house GIS team is skilled in developing dynamic online story maps and map-based comment tools that allow users to explore the plan by geography or topic. These tools not only visualize flood risk and proposed improvements but also enable the public to provide precise, location-based feedback.



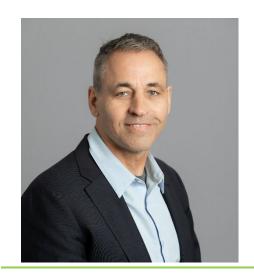
Figure 3 - Camila Correa presenting DMP to Albany City Council

participation and yields more meaningful insights. Ultimately, our goal is to ensure the Flood Resiliency Master Plan is not only technically sound but also well understood and supported by the community and its elected leaders.

AppendixResumes of Key Staff



Agenda Item Number 5 City Council Meeting for September 16, 2025 Page 45 of 65



PROJECT ROLE

Principal-in-Charge/Project Director

Principal Engineer II

EDUCATION

BS, Civil Engineering, California State University, Sacramento, 1990

Leadership Training Program,
California State University, Sacramento,
2002

REGISTRATIONS/CERTIFICATIONS

Professional Civil Engineer, CA #49957

Certified Floodplain Manager No. US-08-03670

PROFESSIONAL AFFILIATIONS

Floodplain Management Association (FMA)

YEARS OF EXPERIENCE

- 34 years total
- 26 years with Wood Rodgers

Dan is a Principal Civil Engineer with Wood Rodgers with 34 years of civil engineering and water resources evaluation and design experience. He has experience coordinating large civil engineering projects with several subconsultants for both private and public clients. He has extensive experience in performing hydrologic and hydraulic analyses and modeling of open channel and pipe systems; preparing storm drainage master plans; preparing hydrologic and hydraulic standards for agencies, preparing flood risk analyses, preparing construction drawings of stormwater and flood control infrastructure including pipes, levees, floodwalls, open channels, and pump stations; and the determination of floodplains using one- and two-dimensional software. Dan has served on the Board of Directors of Wood Rodgers, Inc.

RELEVANT PROJECT EXPERIENCE

Zone 12 Drainage Master Plan, Alameda County Flood Control District -Oakland, CA | Principal-in-Charge of this project for the Alameda County Flood Control & Water Conservation District to develop a flood control infrastructure analysis and design for the entire Flood Control Zone 12 Watershed (Oakland, CA). This \$2.3 million project includes the development of a detailed InfoWorks ICM hydrologic model of the entire 80square-mile watershed, including more than 90 miles of the closed conduit system, a MIKE-11 hydraulic model of the entire 20-mile open channel system, and a two-dimension MIKE-21 model of the lower urban areas. Portions of the project are also being completed using InfoWorks ICM. The project includes a large effort to develop the existing infrastructure SDE database from survey data, mapping data, as-built construction plans, old improvement plans, and extensive field visits and remote inspection. The model was calibrated and validated with data from several in-system depth and flow gages placed for the project and gage-adjusted Doppler RADAR data from recent events.

City of San Jose Storm Sewer Master Plan – San Jose, CA | Principal-in-Charge for this project for the City of San Jose. The project includes developing a comprehensive asset based hydrologic and hydraulic GIS geodatabase, developing GIS tools, performing facility inspections, inventorying stormwater, and green infrastructure facilities, and developing detailed hydrologic and hydraulic Infoworks ICM models for 400 miles of pipes, 82 miles of open channels of the SCVWD facilities, 30 pump stations, and 6 reservoirs. The project also includes refining a design storm based on historical gage data, surface and groundwater calibration based on 70 pipe and stream gages, alternative improvement analysis and a capital improvement plan.

San Francisquito/Adobe Watershed Flood Study, FEMA Cooperating Technical Partnership, Santa Clara Valley Water District – Santa Clara, CA | Principal-in-Charge of this contract for Valley Water. This Project required the development of a Flood Study including a detailed hydrologic model of the 75 square mile watershed, detailed hydraulics of 83 miles of closed conduit's and 32 miles of open channel systems, and a 2D model of the urban and tidal areas in a comprehensive InfoWorks ICM model. In addition, LIDAR, field survey data, NRCS maps, soil borings, as-built construction plans, old improvement plans, and extensive field visits were documented in the database.



PROJECT ROLE
Project Manager

Senior Engineer II

EDUCATION

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 2009

REGISTRATIONS/CERTIFICATIONS

Professional Civil Engineer, CA #81934

Certified Floodplain Manager: US-24-13254

PROFESSIONAL AFFILIATIONS

FMA, ASCE Member, Chi Epsilon

YEARS OF EXPERIENCE

- 16 years total
- 14 years with Wood Rodgers

Satish Kumar, P.E., CFM, has 16 years of experience in planning, analysis, and design of flood control facilities, pump stations, levees, water quality infrastructure, and storm collections systems. His roles have included hydrology and hydraulics modeling; quality assurance and quality control; project management; training and mentorship; grant application preparation; and preparing proposals and attending interviews. He has managed complex projects for both public and private sector clients, notably the Port of Oakland Stormwater Management and Tidal Flooding Vulnerability Assessment at the North Field Oakland International Airport, as well as numerous projects for the Alameda County Flood Control and Water Conservation District Hydrology and Hydraulics contract.

RELEVANT PROJECT EXPERIENCE

Santa Clara Valley Water District, Berryessa/Penitencia Creek Watershed Flood Study – Santa Clara, CA | Project Engineer. Provided Database Development for this \$530K contract with the Santa Clara Valley Water District for the development of a Flood Study including detailed analyses using InfoWorks ICM hydrologic models of the entire 60 square mile watershed, InfoWorks ICM hydraulic models of 92 miles of the closed conduit system, InfoWorks ICM hydraulic models of the entire 28-mile open channel system, and InfoWorks ICM 2D models of the urban and tidal areas.

Port of Oakland - Stormwater Management and Tidal Flooding Vulnerability Assessment at the North Field Oakland International Airport, CA | Team lead in the evaluation of the tidal flooding and seismic hazards for the North Field, assessment of the drainage system interaction between the North and South Fields, and recommended mitigation measures. Satish prepared a memorandum summarizing applicable standards and oversaw development of an updated XPSWMM/Tuflow hydrologic and hydraulic model to evaluate the capacity of the existing system. Based on results of the hydraulic model, Capital Improvement Projects were recommended to remove hydraulic deficiencies, meet applicable criteria, improve efficiency, and reduce standing water (which decreased hazards created by the presence of birds).

Zone 12 Drainage Master Plan – Alameda County Flood Control District, CA | Responsible for the development of a flood control infrastructure analysis and design for the entire Flood Control Zone 12 Watershed (Oakland, CA). This \$2.3 million project includes the development of a detailed MIKE-URBAN hydrologic model of the entire 80 square mile watershed, including over 90 miles of the closed conduit system, a MIKE-11 hydraulic model of the entire 20-mile open channel system, and a two-dimension MIKE-21FM model of the lower urban areas. Portions of the project were also completed using InfoWorks ICM. The project was documented in a Web-GIS portal.

Santa Clara Valley Water District, Berryessa/Penitencia Creek Watershed Flood Study – Santa Clara, CA | Project Engineer. Provided Database Development for this \$530K contract with the Santa Clara Valley Water

District for the development of a Flood Study including detailed analyses using InfoWorks ICM hydrologic models of the entire 60 square mile watershed, InfoWorks ICM hydraulic models of 92 miles of the closed conduit system, InfoWorks ICM hydraulic models of the entire 28-mile open channel system, and InfoWorks ICM 2D models of the urban and tidal areas.



PROJECT ROLE

QA/QC

CLASSIFICATIONPrincipal Engineer I

EDUCATION

BS, Civil Engineering, Montana State University Bozeman, 2000

REGISTRATIONS/CERTIFICATIONS

Professional Civil Engineer, CA #66440

ASFPM Certified Floodplain Manager No. US-08-03666

Hydraulic Institute Pump System Assessment Professional (PSAP) certification

PROFESSIONAL AFFILIATIONS

Floodplain Management Association (FMA)

YEARS OF EXPERIENCE

- 25 years total
- 25 years with Wood Rodgers

Cheng, a Principal at Wood Rodgers, brings over two decades of engineering planning and design experience in water resources. His expertise spans flood control infrastructure, including pipes, levees, floodwalls, open channels, detention basins, reservoirs, and pump stations, as well as green infrastructure and large trash capture devices. Cheng specializes in drainage master studies, facility inspections and assessments, with a focus on designing drainage facilities that perform effectively in real-world conditions. His extensive experience covers flow gage installation, hydrologic and hydraulic analyses, condition inspections, geodatabase and website design, drainage facility design, FEMA CLOMR and LOMR applications, FEMA levee certification, operations and maintenance manuals, and state and federal grant applications.

RELEVANT PROJECT EXPERIENCE

Pump Station Condition Assessment, Rehabilitation Study, & Performance Evaluations, Alameda County Flood Control & Water Conservation District (District) – Alameda County, CA | Cheng was the Project Manager providing condition assessments and performance evaluations for 24 flood control pump stations within the District to define existing flood risks, develop a maintenance and rehabilitation program, and prioritize improvements. The project scope included inventories, condition assessments, operation and maintenance schedules, performance testing, and risk analyses to recommend efficient combinations of re-operation, maintenance, rehabilitation, and improvements for each of 24 pump stations. Cheng oversaw the development of plans, specifications, and cost estimates for improvements to the pump stations based on the recommendations.

City of Oakland Storm Drain Master Plan – Oakland, CA | Project Manager supervising the development of the City of Oakland's Storm Drainage Master Plan. Additionally, it involves analyzing capacity issues for the 400 miles of storm drain pipes, 80 miles of natural creeks, reservoirs, and 40-acre Lake Merritt, followed by the development of flood mitigation improvements. These improvements are prioritized using the FEMA flood risk model and the City's Equity Program. The project also encompasses financial analysis and support for grant applications to establish a sustainable funding mechanism for implementing the improvements.

Marin City Drainage Master Plan, Marin County Flood Control District – Marin County, CA | Project Manager of the drainage study for the Marin City watershed for the Marin County Flood Control District. The study included a detailed hydrologic model of the entire 340-acre watershed, a hydraulic model of 8 miles of the closed conduit system, the tidal detention pond along Highway 101, and a two-dimensional model of approximately 90 acres of the lower urban areas near the pond. The model was calibrated and validated using data from historical events, and then used to evaluate the existing system, identify deficiencies, and develop a Capital Improvement Plan. Cheng assisted the District to successfully secure a \$4M FEMA grant to fund improvements under Highway 101.



PROJECT ROLE

Deputy Project Manager; Hydrology + Hydraulics

CLASSIFICATION

Project Engineer I

EDUCATION

MS, Environmental Engineering, University of California, Berkeley, 2018

BS, Civil Engineering, The University of Texas at Austin, 2017

REGISTRATIONS/CERTIFICATIONS

Professional Civil Engineer, CA #92536

YEARS OF EXPERIENCE

- 8 years total
- 8 years with Wood Rodgers

Camila is an engineer with 8 years of experience in the field of water resources engineering with a focus on hydrologic and hydraulic modeling. She has experience in the planning, analysis and design of flood control facilities, pump stations, trash capture and storm collections systems. Camila has worked under senior and principal engineers on complex projects for both public and private sector clients. She is proficient in InfoWorks ICM, HEC-HMS, XP-SWMM, HY-8, HEC-RAS, and GIS.

RELEVANT PROJECT EXPERIENCE

San Jose Drainage Master Plan – Santa Clara County, CA Responsible for supporting the development of detailed hydrologic and hydraulic models for the City of San Jose. Engineering support included the development of models, assessment of storm drain facility conditions and capacity, calibration of models, determination capital improvements, and assessment of the impacts of future urbanization.

City of Menlo Park Drainage Master Plan – City of Menlo Park, CA | Provided engineering for this project to assess storm drain facility conditions and capacity, review operations and maintenance activities, determine capital improvements, assess the impacts of effective 2019 FEMA Flood Zones, and incorporate Municipal Regional Stormwater Permit (MRP) requirements for 70 miles of storm drainage systems and 10 square miles of urbanized catchment areas.

West Marin Drainage Rehabilitation – Marin County, CA | Engineering support for the condition assessment, conceptual design, and environmental reconnaissance services for 120 stream culvert crossings on approximately 14 miles of roadway for rehabilitation. The condition assessment was performed in accordance with FHWA's Culvert Assessment and Decision-Making Procedures (FHWA Procedures Manual). Assisted with detailed culvert capacity assessment to reflect realistic and accurate flow performance across culverts and to minimize unnecessary or overly conservative culvert sizing.

Flood Control Zone 12 Drainage Master Plan, Alameda County
Flood and Water Conservation District – Alameda County, CA |
Responsible for supporting the development of detailed hydrologic
and hydraulic models for the Alameda County Flood Control &
Water Conservation District to develop a flood control
infrastructure analysis and design for the entire Flood Control Zone
12 Watershed (Oakland, CA). Engineering support included the
development of models, assessment of storm drain facility
conditions and capacity, calibration of models, determination
capital improvements, assessment of the impacts of future sea
level rise and improvement alternatives to combat flood risk.



PROJECT ROLE

Inspection/Survey/Condition Assessment; Operations & Maintenance

CLASSIFICATION

Senior Engineer I

EDUCATION

BS, Civil Engineering, University of Utah, Salt Lake City, 2005

REGISTRATIONS/CERTIFICATIONS

Professional Civil Engineer, CA #75282; NASSCO PACP P0050406

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Floodplain Management Association

YEARS OF EXPERIENCE

- 19 years total
- 2 years with Wood Rodgers

Emily is experienced in hydrology and hydraulics, floodplain mapping and flood studies, climate change analyses and risk assessment, bridge hydraulic analysis, water distribution systems, sanitary sewer systems, storm drainage systems, open channel systems, and pump stations. She is accomplished in storm water system modeling, water system modeling, sanitary system modeling, open channel analyses, wet utility system design, pump station analysis and design, and reviewing water and sewer system plans for municipalities. Emily's hydrology and hydraulics experience includes storm drain master planning of more than 10 municipalities. Her water supply and distribution experience involve designing booster pump replacements and performing water system and fire flow analysis. Emily is also proficient at bridge scour countermeasure design and has provided services for more than 15 Caltrans bridges.

RELEVANT PROJECT EXPERIENCE

Glendale Stormwater Master Plan - City of Glendale, CA | Project Engineer working on the development of a stormwater master plan for the City of Glendale. Tasks include inventory of drainage facilities; assessing facility conditions and capacity deficiencies; developing a CIP; financing services; and assisting the City with NPDES compliance.

Palos Verdes Estates Citywide Drainage Master Plan - City of Palos Verdes Estates, CA | Project Engineer working on the development of a drainage master plan for the City of Palos Verdes Estates. Tasks include hydrologic and hydraulic modeling; storm infrastructure survey; condition assessment; storm infrastructure improvement recommendations; and preparing the operations and maintenance report.

Aliso Viejo Storm Drain Condition Assessment - City of Aliso Viejo, CA | Project Engineer for the storm drain condition assessment. Tasks involved condition inspection; GIS geodatabase development; and preparation of a comprehensive storm drain maintenance, rehabilitation, and replacement program. Wood Rodgers implemented risk-based improvement prioritization to recommend project implementation schedules. This approach ensured that critical rehabilitation and improvement projects were proactively addressed to mitigate potential risks and optimize the use of available resources.

City of Oakland Storm Drain Master Plan, Oakland, CA | Project Engineer. Wood Rodgers, Inc. is providing professional engineering services for the evaluation of the City of Oakland's Storm Drainage Master Plan.

Developments over the years have increased runoff, creating erosion in many locations and overwhelming the capacity of the deteriorating, 80-year-old drainage system that includes pipes and culverts. The storm drainage system consists of approximately 400 miles of storm drain pipes, 80 miles of natural creeks and waterways, 18,000 structures, 11 pump stations, and other drainage appurtenances. Responsibility for the drainage

throughout Oakland is shared among the City, private property owners, and the Alameda County Flood Control and Water Conservation District (ACFCWCD). The city owns and maintains the majority of storm drains within the city boundaries. Private property owners, including other public agencies, are responsible for the drainage within watercourses on their property. ACFCWCD is responsible for portions of the major creeks and flood control channels.



PROJECT ROLE
Improvements

Senior Engineer I

EDUCATION

MS, Water Resources Planning and Management, Colorado State University, 2015

BS, Civil Engineering, Colorado State University, 2006

REGISTRATIONS/CERTIFICATIONS

Professional Civil Engineer, CA #90524

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

YEARS OF EXPERIENCE

- 17 years total
- 9 years with Wood Rodgers

Andrew has 17 years of civil engineering and water resources evaluation and design experience. He has experience in the planning, analysis and design of flood control facilities, pump stations, water quality infrastructure, and storm collections systems. Andrew has worked under senior and principal engineers on complex projects for both public and private sector clients. He is proficient in InfoWorks ICM, HEC-HMS, EPASWMM, XP-SWMM, StormCAD, HEC-RAS, and GIS.

RELEVANT PROJECT EXPERIENCE

San Jose Storm Sewer Master Plan | City of San Jose, CA | Lead modeler for the development of a comprehensive asset based hydrologic and hydraulic GIS geodatabase with GIS tools, as well as facility inspections and an inventory of stormwater and green infrastructure facilities. Andrew is creating detailed hydrologic and hydraulic models for 400 miles of pipes, 82 miles of open channels of the SCVWD facilities, 30 pump stations, 6 reservoirs, and 200 green infrastructures (including 30 large trash capture devices). The project includes refining a design storm based on historical gage data, surface and groundwater calibration based on 70 pipe and stream gages, alternative improvement analyses, a capital improvement plan, and an emergency action plan.

Palos Verdes Estates Citywide Drainage Master Plan - City of Palos Verdes Estates, CA | Project Engineer working on the development of a drainage master plan for the City of Palos Verdes Estates. Tasks include hydrologic and hydraulic modeling; storm infrastructure survey; condition assessment; storm infrastructure improvement recommendations; and preparing the operations and maintenance report.

Glendale Stormwater Master Plan - City of Glendale, CA | Project Engineer working on the development of a stormwater master plan for the City of Glendale. Tasks include inventory of drainage facilities; assessing facility conditions and capacity deficiencies; developing a CIP; financing services; and assisting the City with NPDES compliance.

Zone 12 Drainage Master Plan – Alameda County Flood Control District, CA | Responsible for detailed hydrologic and hydraulic models for the flood control infrastructure analysis and design for the entire Flood Control Zone 12 Watershed in Oakland, CA. This \$2.3 million project includes the development of a detailed MIKE-URBAN hydrologic model of the entire 80 square mile watershed, including over 90 miles of the closed conduit system, a MIKE-11 hydraulic model of the entire 20-mile open channel system, and a two-dimension MIKE-21FM model of the lower urban areas. Portions of the project are also being completed using InfoWorks ICM. Andrew's responsibilities include the infrastructure GIS database, modeling software benchmark, hydrologic modeling criteria, pipe survey and remote inspection programs, area percent imperviousness with remote sensing technology, customized GIS tools, 3-way linked (pipes, channels and 2D floodplains) models and Web-GIS portal.



PROJECT ROLEGIS

Principal GIS I

EDUCATION

MS, Information Systems, Northwestern University, Evanston, Illinois, 2020

BA, Geography, Middlebury College, Middlebury, Vermont, 1996

BA, Environmental Studies, Middlebury College, Middlebury, Vermont, 1996

REGISTRATIONS/CERTIFICATIONS

Professional GIS #60619

YEARS OF EXPERIENCE

- 27 years total
- 15 years with Wood Rodgers

Sheng Tan has 27 years of specialized experience providing GIS services for engineering and environmental consulting, and homebuilding projects. His expertise includes GIS analysis and technologies including desktop, server, web, and mobile. He serves in a wide range of leadership roles, including technical and project management, to deliver successful GIS projects in support of multi-disciplinary projects. Sheng is also a member of the GIS Advisory Council for the American River College GIS Program, a local community college in the Sacramento area. In December 2022, Sheng received the honor of being named as an "Esri AEC GIS Hero" in recognition of his leadership in the industry: https://www.esri.com/en-us/industries/aec/community/gis-heroes

RELEVANT PROJECT EXPERIENCE

Town of Paradise Storm Drain Master Plan – Paradise, CA | Wood Rodgers, inc. is providing GIS support services for the Storm Drain Master Plan (SDMP) Project for the Town of Paradise. Scope of services included the collection of available data related to storm drainage and compile it into formats necessary for presentation and application in the SDMP. GIS data from these sources were compiled into a geodatabase. The Master Storm Drainage Study and Facilities Plan (MSDFP) was then reviewed, incorporating the necessary information into the SDMP.

Record drawings and other available data were reviewed, and drainage information was entered into GIS. Feature attributes, such as pipe size and material and the data source were collected including elevation information. Information from record drawings and field investigations were used to determine what features from the MSDSFP that have been constructed and where there may be additional systems and deviations from the MSDSFP. Pipelines that were shown on scanned facility plans from the MSDSFP were digitized and then became part of the dataset in GIS. Feature locations were refined based on available imagery and topography. The drainage system information was evaluated along with available imagery and topographic data in order to identify areas of uncertain configuration. A Flood Information Tool was also developed in ArcGIS Pro to support the Town respond to approving permit applications to rebuild houses within the flood limits. The tool provides parcel specific maps with contours, flood depths and drainage system features to help visualize the flood risk.

City of Roseville, Hillcrest Master Drainage System – Roseville, CA | Wood Rodgers was retained for this drainage system and ADA curb ramp improvement project for Hillcrest Area which covers approximately 200 acres in the City of Roseville. Performed hydrologic analysis using HEC-HMS. Sheng managed the team in performing field surveys of the storm drain features along 8,000 feet of pipe and over 50 inlets to collect accurate

location information and pipe characteristics to support the hydrologic analysis. Survey information was converted to GIS feature classes and populated with the pipe and manhole information to be used in the hydrologic analysis.

City of Lincoln, Storm Water Management Support – Lincoln, CA | Wood Rodgers provided GIS services to support the City's storm water management program. Sheng led efforts to update the mapping of outfalls and provide an inventory of illicit discharge sources or facilities. These activities involved using GIS technology for the collection of data that using GIS applications on mobile devices to increase the speed of data collection that included location, attributes and photo documentation. The attributes of features were standardized by utilizing a data dictionary designed for the mobile device.



PROJECT ROLE
Environmental

Principal Environmental Planner

EDUCATION

BA, Political Science, University of California, Los Angeles, 2005

PROFESSIONAL AFFILIATIONS

American Public Works Association

County Engineers Association of CA

YEARS OF EXPERIENCE

- 21 years total
- 5 years with Wood Rodgers

Tim Chamberlain is a Principal Environmental Planner specializing in the delivery of small- and large-scale transportation projects. He has 21 years of experience leading environmental technical studies, preparing environmental documents, and managing teams of environmental specialists from project concept through construction. Tim brings extensive experience in a wide variety of planning projects, including land use, environmental permitting and regulatory compliance, cultural resources, and community outreach and engagement. He has worked on bridge and roadway projects with Caltrans for most of his career and is experienced in the Caltrans CEQA and NEPA analysis, technical document preparation, and project approvals processes. As a former Caltrans employee, Tim received extensive training and experience in Intermodal Transportation Management System and GIS based programs.

RELEVANT PROJECT EXPERIENCE

Nord Flood Risk Reduction Feasibility Study – Butte County, CA | Lead Environmental Planner. This project will evaluate the Big Chico Creek Watershed and identify improvement projects that could reduce flood risk. Tim is leading a team of environmental specialists to prepare an Environmental Constraints Analysis for a wide range of potential future projects. Further, his team will provide full service environmental support for construction of a bifurcation structure at a critical location where flooding is a major concern. Both the feasibility study and bifurcation structure projects are ongoing in 2022.

City of Rancho Cordova, Monier Circle Stormwater Detention Basin — Rancho Cordova, CA | Lead Environmental Planner providing full service CEQA and NEPA documentation for this federally funded flood risk reduction project. The project would provide additional flood capacity to alleviate flooding at downstream roadway crossings of the Folsom South Canal. Mr. Chamberlain is overseeing a team of environmental specialists to provide a cultural and biological study, CEQA document, and coordination with Cal OES and FEMA for NEPA documentation associated with flood protection funding. This project has completed CEQA and is proceeding with regulatory permits at the Regional Water Quality Control Board and the California Department of Fish and Wildlife. Construction is expected in 2025.

Sacramento River West North Levee – West Sacramento, CA | Project Manager for providing environmental services for this project that includes performing a focused survey for elderberry shrubs (host plant for Valley Elderberry Longhorn Beetle), providing environmental awareness training to all construction personnel working on site and biological monitoring of sensitive biological resources and general environmental construction support.

Knights Landing Small Community Flood Risk Reduction Project – Yolo County, CA | Lead Environmental Planner supporting Yolo County (County) for its Small Communities Flood Risk Reduction Program (SCFRRP) Phase 2 Grant. Services included preparation of environmental technical studies including a biological resources report, wetland delineation, cultural resources report, and hazardous waste site assessment and soil testing. Tim lead the effort to prepare a CEQA Initial Study leading to a Mitigated Negative Declaration. The project was able to avoid all impacts to the adjacent wetland habitat avoiding the need for regulatory permits.

RD 817 Bear River North Levee Setback Project – Yuba County, CA | Lead Environmental Planner providing full services environmental for the Gibbs Pond and 40 Mile Road culvert replacements through the Bear River Levee. These services included preparation of environmental technical studies, preparation of a CEQA Initial Study leading to a Mitigated Negative Declaration, and obtaining environmental permits.



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Wood Rodgers, Inc. · www.woodrodgers.com

AGREEMENT FOR ON-CALL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into on July 16, 2025 by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and Wood Rodgers Inc (Consultant), a California limited liability partnership. This Agreement for On-Call Professional Services is also commonly referred to as a "Master Agreement."

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with on-call engineering 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

- A. Consultant agrees to perform the services set forth and made part of this Agreement.
- B. The Consultant shall perform the services on an on-call basis as assigned, pursuant to a scope of work and fee proposal approved by both the City and Consultant (each a "Task Order"). The terms of this Agreement are incorporated into all such scopes of work. The on-call engineering services may include, but are not necessarily limited to, the following:
 - Civil Grading and Drainage, Hydrology
 - Civil Streets, Utilities
 - Civil Water
 - Civil Wastewater
 - Civil Stormwater
 - Traffic Engineering, Studies
 - Land Surveyors, Mapping, Construction Staking
 - Landscape Architecture, Parks and Recreation, Land Planning, Urban Design, Streetscape
 - Bike and Ped Facilities
 - Stormwater Management, Hydrology and SWPPP
- C. City may from time-to-time have the need for other services not specifically listed in this agreement for which Consultant. has the necessary experience and capabilities to provide. City may authorize Consultant to perform such selected services on an as-needed basis.

SECTION 2 – PROJECT ASSIGNMENT

A. The City will award contract Task Order for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.

B. Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in each approved Task Order work.

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 each approved Task Order.
- 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. 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 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 contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.
- C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

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

<u>SECTION 6 – INSPECTION AND FINAL ACCEPTANCE</u>

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.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. **Workers' Compensation:** Insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

 (Not required if consultant provides written verification that it has no employees)
- 4. **Professional Liability** (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG

20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

- A. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- B. Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- C. **Limitation of Indemnification.** Notwithstanding any provision of this [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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 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 attorney's 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. <u>Equal Employment Opportunity</u>. 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. <u>Nondiscrimination Civil Rights Act of 1964</u>. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.
- C. <u>Solicitations for Subcontractors including Procurement of Materials and Equipment</u>. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

- A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.
- B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

To City: City Manager

City of Sebastopol 7120 Bodega Avenue

Sebastopol, California 95472

To Consultant: Mark Rayback, President

Wood Rodgers

3301 C Street Building 100 B Sacramento, CA 95816

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 work in progress.
- B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.
- C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – 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.

<u>SECTION 21 – ENTIRE AGREEMENT</u>

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.

<u>SECTION 22 – SUCCESSORS AND ASSIGNS</u>

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, 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.

<u>SECTION 26 – LAW TO GOVERN; VENUE</u>

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 Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

<u>SECTION 27 – SEVERABILITY</u>

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.

City:

Wood Rodgers Inc

Consultant:

Mark Rayback Name: Mark Rayback

7/16/2025 Date

Mary Gourley By: Name: Mary Gourley

7/16/2025

Date

Title: President Title: Interim City Manager

Approved as to Form:

By: Name:

By:

Date

7/16/2025

Title